MAYOR COCKT

REDINCT

VOL = 36

GNO = 12031



MAYORS COURT

PLEADING

VOL. NO; 36

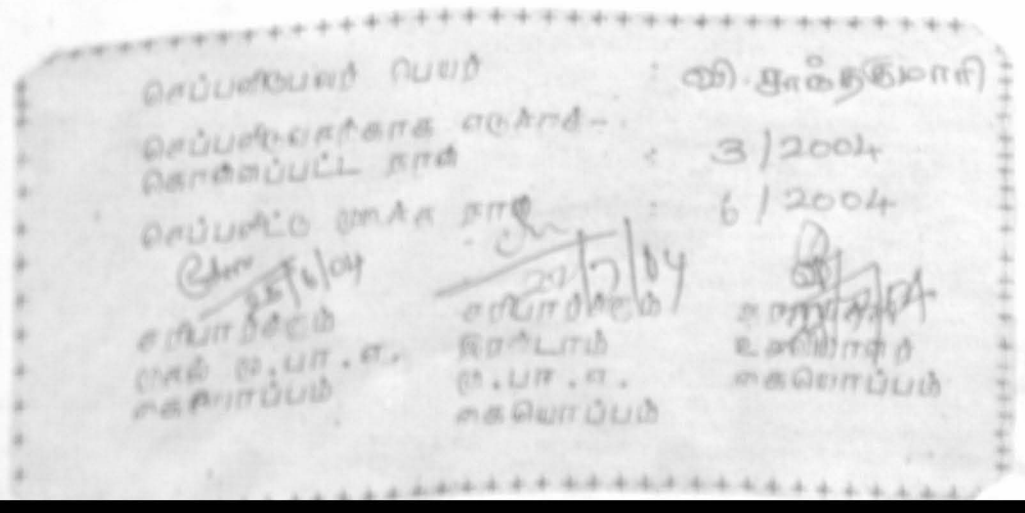
GL NO; 12031



செய்பவர் பெயர் : வி. ஜெகதீசுமாரி

செய்யுமாறாக எடுக்கச் கொள்ளப்பட்ட நாள் : 3/2004

செய்யப்பட்ட முக்க நாள் : 6/2004



Mayors Court
Plaints Vol 56 fo 12 &c

(1) (173)

10th March 1748

To the Honble the Mayors
Court of Madrasapatnam

Humble Complaining Sheweth unto Your Honble
Court Your Orator Daniel Mooney of Madras Merchant that Sidambrum Reddy
of Triplicane Inhabitant stands Indebted unto Your Orator in the Sum
of Two Hundred and Forty Four Pagodas and Thirty Three
Fanams Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings Sterling a Pagoda the Sum of
Nine Eight Pounds Seven Shillings and Six Pence or thereabouts as
will More fully and at large appear by the Copy of a Mortgage Bond or
Writing Obligatory hereunto Annexed for the Confirmation of Which Honble
Writing Obligatory Your Orator most humbly Refers and Prays that the
Said Defendant may be Admitted as part of this his Bill of Complaint that Original
Instrument so Annexed Produced to Him
being per Your Orator Which Said Defendant Your Orator hath frequently
Both Verbally Required and Demanded Payment of the said Sum
and every Part thereof Yet the said Defendant Contriving and Intending
Fraudulently and Unjustly to Defraud Your Orator in the Premises
But Pretending Ignorance thereof Refuses so to do Without
Compulsion of this Honble Court Wherefore Your Orator most humbly Prays
Your Honble Court to Grant unto Your Orator His Majesty's most Gracious
Writ of Subpoena to be Directed to the said Sidambrum Reddy thereby
Commanding Him at a Certain Day and under a Certain Pain therein to be
Limited personally to be and Appear before Your Honble Court then and
there to Answer the Premises and to Stand to and Abide such Order
Decree and Judgment therein as to Your Honble Court shall Appear Meet and
Agreeable to Equity and Good Conscience
And Your Orator shall Ever Pray &c
Daniel Mooney

Bottle of Lawful Money of the United States Payable in two Years Months after date
and as a further Security for the Payment of the said Sum above bound
Sabastiana Reddy his Mortgage and Assigns unto the said
Daniel Shaw his Heirs and Assigns All that certain Lot Piece and Parcel of Land
situate lying and being at Esquimaux in Mecklenburgh Containing Two acres and Eighty
Perches as the same is Laid out and Surveyed by Daniel Shaw
Esq. Deputy Surveyor of the said County of Dutchess

Now the Condition of this Obligation is such, that if the
above bound Sabastiana Reddy his Heirs, Executors Administrators
or Assigns, shall well and truly Pay or cause to be paid unto the
above named Daniel Shaw his Heirs, Executors, Administrators
or Assigns, the full and just Sum of Two Hundred and Forty five
Pounds and Thirty Nine Pence together with the Interest due
thereupon, then this Obligation to be void
else to remain in full force and Virtue

In Witness whereof I have hereunto set my hand and Seal
this Twenty Eighth day of August in the Year of our Lord
One thousand Seven hundred and Eighty Seven

Signed Sealed and Delivered
in the Presence of
Joseph de Rozario
Manuel Marner

Sabastiana Reddy (L.S.)

Dan.l Shaw
Attorney for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 2d Day of
June Domini 1741

Present.

James Cotton Esquire Mayor
Edwd Holland and George Stanwell
Aldermen

Between Daniel Mills
Merchant Plaintiff
and Jonathan Phillips Surgeon
Defendant

The Defendant not having Counsel nor Attorney
to plead for him Judgment was Granted the Plaintiff
for the Debt & Damages laid in the Declaration
The Defendant shall pay unto the Plaintiff
Thirty Seven Pags. 265. Dg. Pagoda's
Debt as in the Declaration mentioned
Pay'd to Order the Costs of the Suit

Thursday the 11th November 1742

To the Honble the Mayor
Court Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Edmund Pascal Captain in the Service of the
Honble United Company of Merchants of England Trading to the
East Indies late of Cuddalore but at present at Fort St George that
Peddy Lutchmanayen of Peddy Inhabitant and Dubash of Pallaveram
Peddy Lutchmanayen of Peddy Inhabitant and Dubash of Pallaveram
aforesaid Inhabitant both at present at the Madras aforesaid Jointly and
severally Indebted unto Your Orator in the Sum and Just Sum of
Seperately Indebted unto Your Orator in the Sum and Just Sum of
Two hundred and Seventy Eight Pagodas Seventy two Fanams and
Two hundred and Seventy Eight Pagodas Seventy two Fanams and
Two Thirds Cash Current Money of Madras Accounting in Sterling Money
Fifteen Cash Current Money of Madras Accounting in Sterling Money
Fifteen
of Great Britain at the Rate of Eight Shillings for every Pagoda
of Great Britain at the Rate of Eight Shillings for every Pagoda
Computation Two hundred and Eight Pounds and Twelve Shillings as
Computation Two hundred and Eight Pounds and Twelve Shillings as
by the Account thereof made as well manifestly and at large Appears by an Account
by the Account thereof made as well manifestly and at large Appears by an Account
thereunto annexed for the Augmentation of this Honble Court and which
thereunto annexed for the Augmentation of this Honble Court and which
Your Orator Prayeth may be deemed as part of this his Bill of Complaint
Your Orator Prayeth may be deemed as part of this his Bill of Complaint
and Your Orator further Sheweth unto this Honble Court that the
and Your Orator further Sheweth unto this Honble Court that the
said Peddy Lutchmanayen and Annajee Hanmanthoo Pagoodah Payment
said Peddy Lutchmanayen and Annajee Hanmanthoo Pagoodah Payment
to the frequently and in an Amicable Manner Requested Payment
to the frequently and in an Amicable Manner Requested Payment
of the said Peddy Lutchmanayen and Annajee of the said Sum
of the said Peddy Lutchmanayen and Annajee of the said Sum
from the said Peddy Lutchmanayen and Annajee of the said Sum
from the said Peddy Lutchmanayen and Annajee of the said Sum
of Two hundred and Seventy Nine Pagodas Seventy two Fanams
of Two hundred and Seventy Nine Pagodas Seventy two Fanams
and Fifteen Cash
and Fifteen Cash

But now so it is May it Please this Honble
But now so it is May it Please this Honble
Court the said Peddy Lutchmanayen and Annajee Obstinately and
Court the said Peddy Lutchmanayen and Annajee Obstinately and
Wilfully Refuse to Pay the same or to Give Your Orator any reasonable
Wilfully Refuse to Pay the same or to Give Your Orator any reasonable
Satisfaction for the Premises Your Orator therefore Prays a Writ
Satisfaction for the Premises Your Orator therefore Prays a Writ

Pilot's Salchamorayer and Assayer with Capt. Edmund Pascal &c

To Amount of Journal of Upper Lands	249.	5.	20	1776	By Balance this Date	271.	22. 15.
to this Date Balance of this Date							
To Cash Do. from the 21. August 1775	22.	16.	15				
to 15th Inst. 1776 in 18 per 2 Months							
To Cash for Rewards							
Pagoda's	271.	22.	15.		Pagoda's	271.	22. 15.

Fort St. George 15th Inst. 1776

Errors Excepted

Ed. Pascal

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Mayors Court at Madraspatnam

Nicholas Boutier Complt

Thomas Call Esqr Mayor
Benj. Torriano & Edwd Gwynn
Aldermen

Defendt

Filed the 10th June 1778

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To the Hon^ble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto Your Honble
Court Your Orator Nicholas Boutier of Madras Merchant that Nicholas
Pallatier of Madras Merchant standeth bounden unto Your Orator
in the Sum and just Sum of Pagodas One Hundred Star
Pagodas Current Money of Hindostan being two Sterling Money
of Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Five Hundred and Forty Pounds being the
Principal of a Mortgage Bond bearing date the Twenty Nine
Day of May One thousand Seven Hundred and Seventy Eight
Days and Fifteen Days from the Date thereof under the Hand
and Seal of the said Nicholas Boutier Granted unto Your Orator
which said Mortgage Bond is now in Your Orator Possession
and ready to be produced unto this Honble Court when required
And Whereas Your Orator hath frequently and unreasonable
Manner requested Payment from the said Nicholas Boutier of
the said Sum of One thousand One hundred Pagodas

But now so it is true the said Nicholas Boutier
Honble Court well knows but the said Nicholas Boutier Obstinately and
wilfully refuses to pay the same or to Give Your Orator any
Satisfaction for the same being thereto Your Orator
Manner of Satisfaction hath caused Notice to be to this Honble Court
thereupon to Grant Process of Subpoena to Appear Agreeable to Equity and Good Conscience To the
shall Appear Agreeable to Equity and Good Conscience To the
End therefore that the said Nicholas Boutier may upon his

(432)

(433)

6

Know all Men by these presents that I L. Boutlier of Madras Merchant am held and firmly bound unto Rose Bell of the same place Mariner in the penal Sum of Two Thousand Two Hundred Star Pagodas to the true Payment whereof 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 this Twenty Ninth day of May in the Year One Thousand Seven Hundred and Seventy Eight

Whereas the above bound L. Boutlier hath this day received of the above named Rose Bell the full and just Sum of One Thousand One Hundred Star Pagodas for which Sum he the said L. Boutlier hath given his Bond bearing Date herewith payable in Twelve days from the Date hereof and for the further Security of the said Rose Bell the said L. Boutlier hath hereby covenanted and Agreed for himself his Heirs Executors Administrators and Assigns to Mortgage and Assign over to the said Rose Bell the said Ship La Delegence with all the Cargoe Masts and Materials thereof Stores Tackle Apparel Boats Guns Ammunition and Ship Utensils to be taken on the said Ship on this Voyage and all their Produce and their Mortgage and Assignment hereof is made

Now the Condition of this Obligation is such that if the above bound L. Boutlier his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Rose Bell his Heirs Executors Administrators or Assigns the full Sum of Two Thousand One hundred Star Pagodas at the Expiration of the said Term of Twelve days from the Date hereof Then this Obligation to be Void and of no Effect or else to remain in full Force and Virtue

Otherwise to Continue

L. Boutlier

Signed Sealed and Delivered

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Present

Mayor

Aldermen

Defendant

Plaintiff

Mayor

Aldermen

Defendant

Plaintiff

Present

Mayors Court at Madrasapatnam

16th December 1773

Present

James Call Esquire Mayor

Benj. Roebuck } Edwd. Barron } Aldermen

Defendant

Mr. Defendant having been heard by Counsel on the Complainants Demurrer to his Answer and Plea and the Court having taken the same into consideration and being of opinion that the said Answer and Plea is insufficient to support the said Plea and Demurrer doth Order and Decree that the said Demurrer be and the same is hereby overruled and that the said Defendant do put in a further Answer to the Complainants Bill on or before the first day of March next otherwise the Bill will be taken pro confesso

By Court

16th June 1773

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Walker of Madras Inhabitant that Whereas Venkatanarain Pillay of the same Place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Two Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain the Sum of Eighty Pounds being Principal and Interest due upon a certain Bond or Writing Obligatory bearing Date the first day of February in the year of Our Lord One thousand Seven Hundred and Seventy Four whereby the said Venkatanarain became bound unto Your Orator in the Penal Sum of Four Hundred Pagodas Current Money aforesaid with Condition for the Payment of the said Sum of Two Hundred Pagodas as in and by the said Bond or Writing Obligatory and Condition thereof relation being had may more fully and at large appear which said Sum of Two Hundred Pagodas Your Orator hath frequently and duly demanded and Whereas Your Orator hath likewise frequently and duly required and demanded Payment from the said Venkatanarain in all the Manner required Payment from the said Venkatanarain in all the Manner required Payment from the said Venkatanarain of the said Sum of Two Hundred Pagodas as aforesaid Yet so it is True it is that the said Venkatanarain Obstinately and Unjustly refuses to pay the said Sum of Two Hundred Pagodas as aforesaid or any Part thereof to Your Orator and Whereas Your Orator is remediless for the same in the Courts of Common Law and is only relievable in this Honble Court to which Alone Appertains Power and Jurisdiction to Hear and Determine all Matters and Things in Equity and Good Conscience Now for that the said Venkatanarain may if he can Shew why he should not pay the said Sum of Two Hundred Pagodas to Your Orator with Interest and Costs of Suit Your Orator prays that the said Venkatanarain may be Compelled to Answer the Premises and to Discover and Set forth whether he the said Venkatanarain hath not Executed such Bond or Writing Obligatory as aforesaid and Whether the same is not for the Consideration therein Mentioned and Whether Your Orator hath not Frequently and duly demanded Payment of the said Sum of Two Hundred Pagodas as aforesaid and Whether the said Venkatanarain hath not refused and Neglected to pay the same and Whether he hath not Obstinately refused to Appear to and Answer the Premises and Whether he hath not Absconded and Secreted himself to Avoid the Service of Process of this Honble Court and to Stand to and Abide such Order Decree or Decrees as to this Honble Court shall seem meet and Your Orator shall ever Pray &c

Robt Cull

Daniel Peacock Esqr Mayor of Madras aforesaid Sum of Two Hundred Pagodas with Interest as above to be Computed from the Date hereof and all Costs of this Suit

Hugh Rose this Hon.ble Court the Sum therein and hereinbefore Demanded and Appeared by the Sheriff's Bail Saint Thomas Lewis & Nathaniel Pearson and they Undertook Personally to Stand Bound before this Hon.ble Court to Answer and plead to the Bill of Complaint and Proceed therein as this Hon.ble Court should Order & Direct and Perform this Hon.ble Court's Decree Therein Now Unless the Said Defendant Shall Comply with this Hon.ble Court's Decree and Pay the Said Sum of Two Hundred Pagodas with Interest as above to be Computed from the Date hereof and all Costs of this Suit to this Hon.ble Court the Said Sum Shall

16th June 1778
Filed &c. Memorandum Entering the Days of Appearance &c. &c.
Jno. Call
Mayor

Mayor's Court at Madraspatnam

Tuesday the 23 Day of June Anno Domini 1778

Present

James Call Esquire Mayor
John Young and Collen Bowdon Esqrs
Aldermen

Between Nathaniel Pearson Attorney for the Complainant

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The Defendant Having in Court entered an Acknowledging to the Contents 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 Sum of Two Hundred Pagodas / Pag.s 200. - / the said Just Sum of Two Hundred Pagodas with Interest as above to be Computed from the Date hereof together with all such Costs as above to be Computed from the Date hereof and till full Payment be made also all Costs of this Suit

Pag.s 200 - /

To the Hon.ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court Hugh Rose late of the Town of Madras Inhabitant but by his Attorney before Mentioned of the Same Place Inhabitant that Isaac Pereira late of the Said Place Inhabitant Stands justly and Truly indebted unto Him the Said Hugh Rose in the Sum of Two Hundred Pagodas of Lawful Money of Madras making on the Twenty third Day of October Current Money of Great Britain after the Rate of Eight Shillings Sterling Money of Great Britain aforesaid for every Pagoda the Sum of Thirty Seven Pounds and four Shillings for every Pagoda the Sum of Thirty Seven Pounds and four Shillings and Whereas the Said Defendant by the Following Account Current Book Bond Mortgage Bond bearing Date the Twenty Second Day of June Anno Domini One Thousand Seven Hundred and Seventy Eight Covenanted to Pay unto the Said Complainant the Sum of Two Hundred Pagodas with Interest as above to be Computed from the Date hereof and all Costs of this Suit

20th June 1775
Thos Bellamy Adams
Hears the Days of Adjournment
Hears Summons issue

James Call
Mayor

Chas Broomton
Attorney for the Complainant

Copy of Mortgage Bond Dated 23 October 1775

Know all Men by these Presents that We Isaac and Peter Long of Madras do jointly & severally Give this our Mortgage Bond to Caroline Countess of Macclesfield of Macclesfield in the County of Chester in Great Britain Spinster for the Sum of Seventy Thousand Star Pagodas Current Money of Madras for the Payment whereof We do hereby Jointly & severally Bind Ourselves our Heirs Executors & Administrators firmly by these Presents And

to the same and every part thereof and the said Luther Lamar for the
Consideration aforesaid hath made Constituted and Appointed
and by these Presents doth make Constitute and Appoint the said
Isham Maddox his Executors and Administrators his true and
Lawful Attorney and Attornies severally for him and in his
Name and in the Name and Names of his Executors and Administrators
Testators but for the Sole and Proper Use and benefit of the said
Isham Maddox his Executors Administrators and Assigns to
ask, Require, Demand, Sue for, Recover, Levy and Receive
have Use, Execute and Prosecute by the Ordinary Law and to
have Use and Pursuit Current and Bond and Covenant
Agreement Writing or Writings whatsoever the said Isham Maddox his Heirs, Executors and
Assigns shall or may have to sue for and Recover the same and on payment
Administrators to give Acquittance or other sufficient Release and Discharge Thereof and on the
Satisfaction aforesaid to Constitute and substitute one or more Attorney
or Attornies under him to Constitute and substitute one or more Attorney
Isham Maddox his Attorney or Attornies under him shall
Lawfully Do and Execute for the said Luther Lamar by the Authority
Allow and Assign the said Luther Lamar by the Covenant with
the said Isham Maddox that the said Luther Lamar shall not
Revoke nor will Countermand the Power or Authority to become due
Assigned nor will Release the said Debtors or any part thereof
said Ballance of the said Debts or any part thereof
Matter shall or will Release or Discharge the same or any part
thereof but will Allow of the Lawful Proceedings for
the Recovery thereof in the Name and Names of the said Isham Maddox
his Executors Administrators and Assigns and the said Luther
Lamar doth hereby Covenant Promise and Agree to and with the said
Isham Maddox his Executors Administrators and Assigns that he the said Luther Lamar
his Executors or Administrators or any other Person or Persons
Claiming or Demanding any Estate Right Title or Interest
of in or to the said Debts or any part thereof by from or under
him them or any of them shall and will from time to time and at all
times hereafter upon the Request of the said Isham Maddox his Executors
Administrators or Assigns Make Do and Execute or cause to be Made Done
and Executed all and every such further and other Lawful and Reasonable
Act and Acts Thing and Things Device and Assurance in the Law whatsoever
for the more Effectually and Absolutely Assigning and Assuring the said
Debts and every part thereof unto the said Isham Maddox his Executors
Administrators and Assigns as by the said Isham Maddox his Executors
Administrators or Assigns or his or their Counsel Learned in the Law
shall be reasonably Devised Advised or Required and so as no such
further Act Deed or Thing to be done executed or Suffered by the said
Luther Lamar shall Extend to Oblige him to Warrant the said Debts
or any part thereof more than against his own Act and Deed only

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Signed Sealed and Delivered
in the Presence of
Mayors Court at
Madraspatnam

Tuesday the 23d Day of June
Anno Domini 1778

Present

James Call Esquire Mayor
John Lusing and Colton Bourchier Esqrs
Aldermen

Between Cumbum Comatchee Comaty
Madras Inhabitant by Occupation a Weaver
Inhabitant Complainant and
Ingaram and Tellengy alias Chetty
Black Inhabitant Defendant

The Defendant having in Court and Acknowledging
the Contents of the Complainants Demand. This Court doth therefore
Order that the Defendant shall pay unto the Complainant the
Sum of Seventy three Pagodas / 73 pgs. /
Together with the Costs of Suit Taxed at Rupees [illegible]
Fanams and [illegible] Cash and that Execution Issue for the same
Forthwith unless the Defendant or Some one on his behalf Show Cause to the
Court

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Fort St George the 2d Decr 1778

To the Honble the Mayor &
Court of Madraspatnam

Humbly Complaining Shew unto Your Honble
Court Your Orator Soorah Cyan Merchant Sole Surviving Executor of Madras
Inhabitant and Administrator to the Estate and Effects of
Inhabitant said Deceased to the Estate and Effects of
Gregorio Miguel late of Madras Merchant Deceased That the
Said Gregorio Miguel died Intestate about the Fourteenth Day of May
in the present Year of Our Lord One thousand seven Hundred and
seventy Eight Exhibited a Bill of Complaint to this Honble Court Against
Swamy Chetty Inhabitant of Madras aforesaid Inhabitant for the Sum and
Sum of Seventy Pagodas Fourteen Fanams and
Sum of Four Hundred and Fourteen Pagodas Fourteen Fanams and
Sum of Madras reading in Sterling Money of
Great Britain at the Rate of Eight Shillings for every Pagoda
the Sum of One Hundred and Sixty Four Pounds Fourteen Shillings
and Four Pence Sterling Arising on a Bill Account Thereunto Annexed
and which will more fully and at large Appear upon an Inspection
into the said Bill of Complaint and the Account Thereunto Annexed
to which Your Orator Most thumbly Refer and pray that the same
may be Admitted as part of this Your Bill of Answer and Your Orator
further Shew unto this Honble Court that on the Twenty first and
Twenty Eighth Days of the said Month of May the said Gregorio
Miguel Appointed this Honble Court that the Summons Against
the said Swamy Chetty Defendant Issued and prayed that the same
might Issue Accordingly which Summons was Issued Returnable

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said Premises as to this Honble Court shall Seem Meet

Daniel Shaw
Attorney for the Complainant

Mayors Court at Madrasapatnam

Present

Tuesday the 23. Day of June Anno Domini 1778

James Call Esquire Mayor
John Turing and Collen Pomfrabank Dent
Aldermen

Main Vand Seit Paday Avist of
Madras Merchants and Administrators
Jate to the Estate and Effects of
George Monatt late of Madras
Merchant Deceased Complainant
and Timothy Vengance of the same
Place Sub Lieutenant Defendant

The Defendant having in Court and Acknowledging the
Justness of the Complainants Demand This Court doth therefore
think fit the Order and Decree and doth Accordingly Order and Decree
that the Defendant shall Pay unto the Complainant the Sum and
Sum of Three Hundred and fourteen Pagodas fourteen fanams
and Sixty Cash (Pags. 314. 14. 60) together with all Interest Incurred
on the same from the time Due thereof until the Day of the Payment
thereof and this Court

(A98)

To the Honble the Mayor &
Court at Madraspatnam

Humble Complaining [illegible]

(A97)

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Alledged in fully Amply precisely and Effectually to all Intents and
Purposes as if the same were here Again Repeated and particularly
interrogated and that the may be Decreed to pay unto Your Orator
the Principal Sum of Two Hundred Star Pagodas together with all Such
Interest Damages & Costs as shall thereafter become due thereon also all Costs
of this Suit

May it please this Honble Court to cause the said Defendt
to be Summoned and Required by the Sheriff of Fort Saint
George Serjeant of Madraspatnam and the Peshcash thereof severally
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 & abide by such Order and Decree as to this Honble Court
shall seem Meet

J. Topham
Attorney for the Complainant

May 5th 1778
Then Bill was shewn to me between
the Days of Advisement Leta
Commons from whom the Most
Court

James Call
Mayor

Copy of the Translation of the Bond referred to in the
foregoing Bill of Complaint

Know all Men by these presents that I Aber Daughter
of Madras Inhabitant am held
and firmly bound unto the Honble

(1787)

of Madras, which he thereat Attachment to be Released and
Account of the Creditors. Andrew Monro Esquire and
Value of the Estate Debts for the Deceased Monies Due
Demands as Witness my hand the 12 Day of October 1796

Witness
Robert Mc Carter
Executor
Londonderry County

Thomas Abercrombie
Signed

Thomas Abercrombie (L.S.)
Signed
Thomas Abercrombie (L.S.)

Know all Men by these Presents that I Thomas Abercrombie
Merchant of the City of Londonderry in the County of Londonderry
and Province of Ulster in Ireland am held and firmly bound unto
the Most Noble John Marquis of Donegall Earl of Belfast Viscount
Chichester of Ballyhomage Baron Fisherwick of Belfast Baron
Templemore of Templemore in the County of Down and Baron
Donegall of Donegall in the County of Donegall in the Kingdom
of Ireland and Right Honorable Arthur Chichester Earl of
Donegall Viscount Chichester of Ballyhomage Baron Fisherwick
of Belfast Baron Templemore of Templemore in the County of
Down and Baron Donegall of Donegall in the County of Donegall
in the Kingdom of Ireland and Right Honorable Harriet Countess
Dowager of Donegall Relict of the Most Noble Arthur Marquis
of Donegall deceased and Right Honorable Arthur Chichester
Earl of Donegall Viscount Chichester of Ballyhomage Baron
Fisherwick of Belfast Baron Templemore of Templemore in the
County of Down and Baron Donegall of Donegall in the County
of Donegall in the Kingdom of Ireland and Right Honorable
Augustus Henry Chichester Earl of Donegall Viscount Chichester
of Ballyhomage Baron Fisherwick of Belfast Baron Templemore
of Templemore in the County of Down and Baron Donegall of
Donegall in the County of Donegall in the Kingdom of Ireland
and Right Honorable Edward Chichester Earl of Donegall
Viscount Chichester of Ballyhomage Baron Fisherwick of Belfast
Baron Templemore of Templemore in the County of Down and
Baron Donegall of Donegall in the County of Donegall in the
Kingdom of Ireland and Right Honorable Frederick Hervey
Earl of Bristol Bishop of Derry Peer of Great Britain and
Ireland and Right Honorable Frederick Augustus Hervey Earl
of Bristol Viscount Hervey of Ickworth Baron Hervey of
Kidbrooke Peer of Great Britain and Right Honorable Lord
Henry Thomas Hervey Chichester Commonly called Lord
Henry Chichester Brother to the said Earl of Bristol and
Right Honorable Lord Augustus John Hervey Chichester
Commonly called Lord Augustus Hervey Chichester Brother to
the said Earl of Bristol and Right Honorable Lord Arthur
Hervey Chichester Commonly called Lord Arthur Hervey
Chichester Brother to the said Earl of Bristol and Right
Honorable Lord William Hervey Chichester Commonly called
Lord William Hervey Chichester Brother to the said Earl of
Bristol and Right Honorable Lord Hervey Chichester Commonly
called Lord Hervey Chichester Brother to the said Earl of
Bristol and Right Honorable Lord Charles Hervey Chichester
Commonly called Lord Charles Hervey Chichester Brother to
the said Earl of Bristol and Right Honorable Lord Frederick
Hervey Chichester Commonly called Lord Frederick Hervey
Chichester Brother to the said Earl of Bristol and Right
Honorable Lord Francis Hervey Chichester Commonly called
Lord Francis

(503)

(503)

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with Interest & Costs of this Suit

To the Worshipful the Mayor
Court at Madrasapatnam

Humble Complainant Showeth to this
Worshipful Court Your Orator Lumbatha Lazaroo of Saint Thomes Inhabitant
but at present Prisoner in the Common Gaol of Saint Thomes Inhabitant but at
that Settlement Merchant of Madras Humbly Sheweth unto Your Orator in the full
Hundred of Madras Humbly Sheweth unto Your Orator in the full
and Just Sum of Four Hundred and Nineteen Pagodas Current
Money of Madras Making in Sterling Money of Great
Britain One Hundred Eighty Eight Shillings Seven Pagodas Thirteen
Old Hundred and Eighty Seven Pounds and Fourteen Shillings as will
more fully and at Large Appear by an Account and Assignment
of the said Account Made Duly and Duly Sworn by Your Orator
with the said Attorney hereunto Annexed for the Inspection of
this Worshipful Court to which Your Orator most Humbly Refers and
this Worshipful Court may be Admitted as Part of this Your Bill of Comp
Prays that they may be Admitted as Part of this Your Bill of Comp
Saint and Whereas Your Orator hath often Duly and Duly Sworn
Saint and Whereas Your Orator hath often Duly and Duly Sworn
the Payment of the said Sum of Four Hundred

(502)

(503)

Dos

Colson Bibee

1775
October 2 To the Amount of Your Mortgage Bond as Stating Allegations in the Bill and Language of this Defendants Pay able two Months without Interest and other Conditions therein Named ... £400..

To Cash Paid for Sundry Repairs on the Above Mortgaged Premises and which You have in the Above Mortgage Bond Agreed to be Added to the Sum Lent ... £19..

Pagodas .. £419..

Madras 29th April 1778
Errors Excepted

(L1)

Know all People by these Presents that We Colson Bibee of Saint Thomas Inhabitant but at present residing at Madrass and Thomas Lushington Merchant at Madrass are Jointly and Severally Indebted unto the Honourable United Company of Merchants of England Trading to the East Indies in the Sum of Four Hundred and Nineteen Pagodas Current Money of Madrass being the Amount of the Above Account for which Sum well and truly to be paid We bind Ourselves Our Heirs Executors and Administrators Jointly and Severally by these Presents Sealed with Our Seals and Dated this 2nd Day of October in the Year of Our Lord One Thousand Seven Hundred and Seventy five

The Condition of this Obligation is such that if the above bounden Colson Bibee his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named United Company their Successors or Assigns the full Sum of Four Hundred Pagodas Current Money of Madrass with Interest for the same at the Rate of Twelve per Cent per Annum from the Date hereof unto the Expiration of Two Months from the Date hereof then this Obligation to be void and of none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered in the Presence of

(504)

(505)

17

Mayor Court
Madraspatnam

Tuesday the 30th Day of June
Anno Domini 1778

L.S.

Present James Call Esquire Mayor
George Proctor and George Taswell
Aldermen

Between Samuel Lee
late of Saint Thomas Inhabitant
by his Attorney Nathaniel D'Rozario
of Madras Inhabitant Complainant
and Colonel Robert Gillespie of Saint
Thomas Inhabitant Defendant

It appearing by the Records of this Court
that the usual Rules have issued for the Defendant to Answer the
the Complainants Bill which he has not Done This Court
doth therefore think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complainant
the sum of Two Hundred and Nineteen Pagodas
119 Together with Costs of Suit to be taxed and all Costs of this
Suit

Decreed

Signed Per the Register

Filed 6th April 1715

To the Honble the
Lieut. Governor
Council & Judges

Humbly Complaining

That (Your Orator) Thomas Hyde of Madras Gent
& Ann his Wife Daughter & Heir of Samuel Thomas late
of Madras Gent deceased did by Indenture bearing
the Ninth day of January which was in the Year of
Our Lord One Thousand Seven hundred and Eleven
Demise unto Your Orator for the Term of Five Hundred
Years All that Garden and Parcel of Ground
Scituate Lying & being in Madras aforesaid
Containing by Estimation Two Hundred Cadjans
be the same more or less Bounded on the East
by the Garden belonging to the Heirs of Mr
Thomas Pitt deceased on the West by the Garden
belonging to the Heirs of Mr Thomas Pitt
deceased on the North by the Garden belonging
to the Heirs of Mr Thomas Pitt deceased
and on the South by the Garden belonging to
the Heirs of Mr Thomas Pitt deceased
Together with all Houses Buildings Trees
Hedges Ditches Ways Waters Watercourses
Profits Commodities Emoluments Hereditaments
and Appurtenances whatsoever to the same
belonging or Appertaining and the Reversion
Remainder and Remainders Rents Issues and
Profits thereof And all the Estate Right Title
Interest Property Claim and Demand whatsoever
of them the said Thomas Hyde and Ann his Wife
and of Every of them of in to or out of the
same Premises and every part and parcel thereof
To have and to hold the said Garden and Premises
with the Appurtenances unto Your Orator
from the Day before the Date of the said Indenture
for and during the Term of Five Hundred Years
from thence next ensuing and fully to be Compleat
and ended Yielding and Paying therefore yearly
and every Year during the said Term unto the
said Thomas Hyde and Ann his Wife and their
Heirs the Rent of Two Pagodas Current Money
of Madras at the Feast of St Michael the Archangel
if Demanded and Lawfully Lyable to be Demanded
as by the said Indenture Relation being thereunto
had may more at Large Appear And Your Orator
further Shews That the said Thomas Hyde and
Ann his Wife by Indenture bearing Date the
Twenty Fifth day of March which was in the
Year of Our Lord One Thousand Seven Hundred
and Fifteen for the Consideration therein
Mentioned did Grant Bargain Sell Release
and Confirm unto Your Orator All that
Garden and Parcel of Ground Scituate Lying
& being in Madras aforesaid Containing by
Estimation Two Hundred Cadjans be the same
more or less Bounded on the East by the
Garden belonging to the Heirs of Mr Thomas

upon oath to your Orator his said Bond for Two thousand Pounds as now will
be thereof to Alice Mary du Mahi Spinster as in & by the same to your Orator
Either a Common Bill of Sale of the said Premises or some other Deed
Chancery Court of this State, nor will the said Alice Mary du Mahi upon
of Sale of and touching their Premises. To the End therefore that
the said Alice Mary du Mahi may upon this Corporal Oath, full, true
direct and Perfect Answer make to all and singular the Matters
and things herein before set forth and alledged, as fully, truly and
Effectually to all Intents and Purposes as if the same were herein
again Repeated and Particularly Interrogated and that she
May be Decreed to Convey unto your Orator a Bill
of Sale of the said Premises Regularly Registered in the Chancery
Court of this State to Cancell and Deliver up unto your Orator,
your Orator said Bond of Two Thousand Pounds upon your Orator
Paying him the Balance thereof being Three Hundred Pounds of Lawful
and Two Hundred Pounds, and to Stay all Suits at Law and
your Orator proceeded further and that Process of Subpoena
the Premises as this Honble Court shall see meet

May it please this Honble Court to Grant the said Alice
Mary du Mahi the Writ of Subpoena and Requires by the Sheriff of
Augusta Parish to be Summoned and Required by the Sheriff of
Fort Saint George County of Metagorda 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 for that Purpose Appointed
Bill and there to Answer the Premises and Stand to Perform
such Order and Decree therein as to
this Honble Court shall seem meet

Dan.l Sharp
Solicitor for the Complainant

6th April 1778
Summoned the day of Appearance
Returned the first Rule Day

(54)

(54)

20

Sworn to before Jno. Jones Justice of the Peace in and for the City and County of Philadelphia the 7th day of October 1771

Dan.l Shaw

Attorney for the Compt.s

Whereas the Garden and Paddy Fields or Lands called Nico Pallar situated at Saint Thomas formerly the Property of my Father were devised between me and my Brothers and Sisters Agreeable to their and my Proportion According to Law and Justice Agreeable to their and my Proportion According to Law and Whereas I Enjoy my Share of the Ways Lands and Premises that on behalf of the Garden and Two and one half Coconuts of Land out of my Brother Abdul Salleh my Brother who has now Sold a Bill of Sale for the same to John Ronow Esq.r that the Remaining one half of the said Garden with the Coconut Trees Mango Trees Palmiras &c.a and also the Remaining Paddy Fields with a Large Well and a Tank Measuring Fifteen Coconuts or thereabouts exclusive of the House Ground situated in the Pettah Shaw Aragoon of and Sold to my Brother Mirza Mogal Shaw in Consideration of Pagodas Current Money of Madras half of the Sum of One thousand Pagodas Current Money of Madras half of which Five Hundred Pagodas and Pawn Receipt the same in Case I have or any one Claims to the same I will Save Save and Keep Harmless the said Mirza Mogal Shaw and Assigns and Settle their Claim or Demand at my Cost and Charges and Agreeable to Law Dated the 6th of Ramzaan Sold by my Consent According to Law Dated the 6th of October 1771

Witness my Hand and Seal this 7th day of October 1771

Witness Present

Sealed and Delivered by the said Abdul Salleh in the Presence of Mirza Mahomed Signed Sealed and Delivered by the said Abdul Salleh in the Presence of Mirza Mahomed

Mark of Abdul Salleh

Signed and Sealed by the said Abdul Salleh in the Presence of Mirza Mahomed

Ditto by Penny Warden

Ditto by Guinea Warden

Ditto by Mogue Warden

Obligation and Warrant the said Moses Mogull have since the Granting of the said Bond paid in part Thereof the Sum of Five Hundred Pounds Now Known Ye that the said Moses Mogull for the Value of the Consideration to him in hand paid by John Burnside of Strabane Linen Merchant, at or before the Sealing and Delivery of these Presents the Receipt whereof the said Moses Mogull doth hereby Acknowledge Do the said Moses Mogull, his Heirs Executors Administrators and Assigns by these Presents Doth Grant Assign and Set Over and by these Presents Doth Grant Assign and Set Over unto the said John Burnside his Heirs Executors and Assigns All that the Messuage Tenement and Tract of Land Situate Lying and being in the Townland of Ballymacrorie in the Parish of Leckpatrick and County of Tyrone Containing by Estimation Two Hundred and Forty Acres Plantation Measure be the same more or less Bounded as follows to Wit Beginning at a Stake and Ditches on the North East Side of the Road leading from Strabane to Lifford at the Corner of a Field belonging to Mr. Alexander Stewart and Running from thence along the Ditches of the said Field North East Sixty Perches to a Stake and Ditches at the Corner of a Field belonging to Mr. Robert Stewart from thence along the Ditches of the said Field North West Sixty Perches to a Stake and Ditches at the Corner of a Field belonging to Mr. Alexander Stewart from thence along the Ditches of the said Field South West Sixty Perches to a Stake and Ditches on the North East Side of the said Road from thence along the Ditches of the said Road South East Sixty Perches to the Stake and Ditches at the Corner of the said Field first Mentioned to be Bounded as Aforesaid Together with all Houses Buildings Orchards Gardens Waters Water Courses Profits Commodities Advantages Hereditaments and Appurtenances whatsoever to the said Premises or any Part thereof belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Property Claim and Demand whatsoever of him the said Moses Mogull of in or to the said Premises or any Part thereof To Have and to Hold the said Messuage Tenement and Tract of Land and all and Singular other the Premises hereby Granted or Mentioned or Intended so to be with their and every of their Appurtenances unto the said John Burnside his Heirs Executors Administrators and Assigns from the Day next before the Day of the Date of these Presents for and during and unto the full End and Term of One Year from thence next ensuing and fully to be Complete and Ended Yielding and Paying therefor unto the said Moses Mogull his Heirs and Assigns the Rent of One Shilling Sterling on the Day next after the Expiration of the said Term if the same shall be Lawfully Demanded Nevertheless upon Condition that if the said Moses Mogull his Heirs Executors Administrators or Assigns do and shall well and truly Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the full Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day of the Date of these Presents without any Deduction Defalcation or Abatement whatsoever Then and from thenceforth these Presents and every Clause Matter and Thing herein Contained shall Cease Determine and be Utterly Void to all Intents and Purposes Any thing herein Contained to the Contrary thereof in any wise Notwithstanding And the said Moses Mogull for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said John Burnside his Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Moses Mogull his Heirs Executors Administrators or Assigns shall and will Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever And that in case the said Moses Mogull his Heirs Executors Administrators or Assigns shall Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever Then and from thenceforth these Presents and every Clause Matter and Thing herein Contained shall Cease Determine and be Utterly Void to all Intents and Purposes Any thing herein Contained to the Contrary thereof in any wise Notwithstanding And the said Moses Mogull for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said John Burnside his Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Moses Mogull his Heirs Executors Administrators or Assigns shall and will Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever And that in case the said Moses Mogull his Heirs Executors Administrators or Assigns shall Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever Then and from thenceforth these Presents and every Clause Matter and Thing herein Contained shall Cease Determine and be Utterly Void to all Intents and Purposes Any thing herein Contained to the Contrary thereof in any wise Notwithstanding And the said Moses Mogull for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said John Burnside his Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Moses Mogull his Heirs Executors Administrators or Assigns shall and will Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever And that in case the said Moses Mogull his Heirs Executors Administrators or Assigns shall Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever Then and from thenceforth these Presents and every Clause Matter and Thing herein Contained shall Cease Determine and be Utterly Void to all Intents and Purposes Any thing herein Contained to the Contrary thereof in any wise Notwithstanding And the said Moses Mogull for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said John Burnside his Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Moses Mogull his Heirs Executors Administrators or Assigns shall and will Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever And that in case the said Moses Mogull his Heirs Executors Administrators or Assigns shall Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever Then and from thenceforth these Presents and every Clause Matter and Thing herein Contained shall Cease Determine and be Utterly Void to all Intents and Purposes Any thing herein Contained to the Contrary thereof in any wise Notwithstanding And the said Moses Mogull for himself his Heirs Executors Administrators and Assigns doth Covenant Promise and Grant to and with the said John Burnside his Executors Administrators and Assigns by these Presents in manner following that is to say That he the said Moses Mogull his Heirs Executors Administrators or Assigns shall and will Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever And that in case the said Moses Mogull his Heirs Executors Administrators or Assigns shall Pay or Cause to be Paid unto the said John Burnside his Executors Administrators or Assigns the said Sum of Five Hundred Pounds Sterling Money of Great Britain with Lawful Interest for the same on the Day and Time and in manner and form aforesaid without any Deduction Defalcation or Abatement whatsoever Then and from thenceforth these Presents and every Clause Matter and Thing herein Contained shall Cease Determine and be Utterly Void to all Intents and Purposes Any thing herein Contained to the Contrary thereof in any wise Notwithstanding

(514)

(515)

Mayor's Court at Madras pattanam } Tuesday the 30th Day of June } Anno Domini 1778

Present

James Call Esquire Mayor

George Proctor and George Jasonell

Aldermen

Edmund Maskelyne Gentleman Inhabitant by his Attorney Thomas Leybourn Inhabitant Complainant

Madras Inhabitant Complainant

against Hira Ramchella Wadoo of Madras Inhabitant Defendant

Appearing by the Records of this Court that the Defendant hath been found for the Complainant to answer the Complainants Bill which he has neglected Doing This Court doth therefore Decree and Doth Accordingly Order and Decree that the Defendant do pay unto the Complainant the Sum of Pagodas Two Hundred and Seventy Eight Fanams Eight Cash and Two Thirds of a Cash being the Balance due on a Bill of Sale from the Defendant to the Complainant dated the Twenty Fifth Day of March 1778 and Registered in the Choultry Court and that he do Costs and Charges unto the Complainant this Complainant Pagodas Four Hundred Pagodas Fanams Eight Cash and Two Thirds of a Cash Amounting in the Whole to Pagodas Six Hundred and Seventy Eight Fanams Eight Cash and Two Thirds of a Cash and that the Defendant do pay all Costs of this Suit

Mayor's Court

Mayor's Court at Madraspatnam } Tuesday the 30th Day of June } 1778

Present

L.S. James Call Esquire Mayor

George Proctor and George Vansittart

Aldermen

Edmund Maw Megatt

of Black Town Inhabitant by his

Attorney Robert Benedict of

Madras Inhabitant Complainant

against Hira Mooty Dullal Walaw of

Black Town Inhabitant Defendant

Whereupon by the Records of this Court that the Said Defendant hath been served with Process to Answer the Complainant's Bill which he has Neglected Doing This Court doth therefore Order and Decree and Doth Hereby Order and Decree as follows Viz. That the Defendant do Forthwith Convey and Assure to the Complainant by a Proper Deed of Sale of the Premises in Dispute Agreeable to Law Registered in the Choultry Court and that he do Come and Attend at the Choultry Court and there Receive from the Complainant Three Hundred Pagodas and the Complainant is then to Pay to the Defendant the Ballance under the Complainant's Paying unto the Defendant the Ballance of Three Hundred Pagodas being One Fourth of One Thousand and Two Hundred Pagodas the Purchase Money of the Premises in the Complainant's Bill of Complaint and Whereupon the Complainant Prays an Order of this Court that the Defendant Repay all Costs by him the said Complainant

Sworn in Court

Signed Sealed and Delivered

Smith Registrar

Jeremiah Brackenbury

Geo. Proctor

To the Honble the Mayor & Court of
Madraspatnam

Sheweth

That

Date bound

Shall Ever Pray

John Allison

To the Honble the Mayor's
Court at Madraspatnam

Feb. 30th June 1787

The Humble Petition of John Philip Boulton
One of the Attorneys of this Honble Court

Sheweth

That Your Petitioner has long been Duly Admitted an Attorney and
this Honble Court the Time & Prior to the Month Engaged in all Business
of an Attorney Faithfully & Diligently & Conscientiously to the best of his Skill
& all Attorneys Agreeable to the Rules of this Court Established by this
Honble Court

That Your Petitioner has Duly & Regularly Served all the Offices of an
Attorney in this Honble Court and with all due
Respect to the Honble Court

Contemn

That Your Petitioner Humbly Prays this Honble
Court

to Admit

John Philip Boulton

to be an Attorney

Lent 2 April 1713 To the Worshipfull the Mayor
(Court at Hadnam

Humbly Complaining

an Easie and Amicable Manner Expended Payment of the Summe aforesaid
Cesa Rangeyman Taler and Jabez Summe and Diddy Merchantes of the said
Summe of Three hundred and Sixty Pounds and Sixteen

But now forth. Maye it please this Worshipfull Court the
said Cesa Rangeyman Taler and Diddy Merchantes Obstinately and
Wilfully Refuse to Pay the same due to Your Orator any manner of
Satisfaction touching the Premisses Your Orator therefore Prays a Generall
Relief in the Premisses and to Compell the Defendants by the Rules
and Proceedings of this Worshipfull Court to Answer Upon Oath to the
Interrogatories hereafter Ensuing (Viz.) To the End Therefore that the said Cesa Rangeyman
Taler and Diddy Merchantes may upon their Corporall Oaths and Respective
Corporall Oaths full Clear 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 Interr
ogated and that they May be Decreed to Pay unto Your Orator the aforesaid
Summe of Three hundred and Sixty Pounds with Lawfull Interest for
Now is or shall there after become due and Owing to Your Orator for the Premisses
And as in Duty Bound Shall Ever Pray

Novit Plan. Whereupon this Worshipfull Court Doth Order that the said
Cesa Rangeyman Taler and Diddy Merchantes do Personally Appear
Before the Worshipfull Court Rangeyman Summes of Hadnam aforesaid
Upon the Fifth day Instant May to Answer upon Oath to the Interrogatories
the Defendants thereunto Severally to be Administered by this Worshipfull Court
as Touching and Concerning the Premisses Mentioned and Contained in
the Bill of Complaint and Further to Stand and Abide such Order
Decree and Sentence Therein as to this Worshipfull Court shall Seem Meet
Given under the Seale of this Worshipfull Court Dated the Fourteenth Day
of April 1713 By Order of the Court

Know all Men by these Presents that We [illegible]

Whereas the Inhabitants [illegible]

[illegible] Condition of the Obligation of the [illegible]

Signed Sealed [illegible]

Joseph Platt

Joseph Platt

25

Tuesday the 15th Day of July
Anno Domini 1778

Present

James Hall Esquire Judge

George Pearson and Benj. Burbeck

Attorneys

Petition Thomas Platt of
Lond. George Merchant Complainant
and [illegible] late of Madras
Merchant and Diddy Merchant of
the same Place Inhabitant Defendant

Ordered by the Records of this Court that
the Usual Rules be issued for the Defendant to Answer the Complai-
nants Bill Number 4 they having Neglected to Answer the Said Bill
three Court Term last to Order and Decree and Notice Accordingly Order
and Decree that the Defendant shall pay unto the Complainant the
Sum of Pagodas 360 /
Together with all such Interest Damages as the Merits of the Cause
Dues thereon till the Payment be made and the Costs of this Suit
Dismissed till the Payment be made Costs

and Particularly interrogated and that She May be Decreed to pay
unto Your Orator the aforesaid Sum of Two Hundred and Two Pagodas
and Twenty One Fanams with the Usual Interest as now is or shall
hereafter become due thereon Your Orator prays Process of this Court

May it Please this Honble Court to Cause the said
Lyon Mestah to be Summoned and Required by the Sheriff of Fort St.
George Town of Madraspatnam and the District thereof personally
to be and Appear before this Honble Court at certain Time and Place
to be by this Honble Court Assigned and Appointed then and there to
Answer this Your Orator's Bill of Complaint and further to stand
to and abide by such Order and Decree therein as to this Honble
Court Shall Seem Meet

Dan.l Shaw
Attorney for the Complainant

1st June 1773
Sworn Examined the Days of
Summons Issued
Summons Returned Next Court Day
2nd Call

15 June 1776

Lyon Mestah this Day Personally Acknowledges Chitty
of Madras doth by Consent this Mortgage Obligation to Conjeveram
Pitchappah Mudaliar of the same Place that is to say upon his
Ground Situated doth by Mortgage the Dwelling House Situated at
Upper Pallam and Mutamma Chitty Street between the Houses of
Mootah Pillay and Mutamma Chitty and a Lane between which
Obligation Chitty and Subbanarrey Chitty and a Lane between which
Lane Runs Joining the Mortgaged Premises which with the Usual Bill
Sale Runs Joining to Mootah Mudaliar Chitty and that Bill of Sale of the

Know All People to Whom these Presents shall Come Greeting
Whereas I Ignacio Martins of Madras Inhabitant, am and by One Most
part Bond or Writing Obligatory in the Malabar Language
bearing Date the Fifteenth Day of January in the Year One Thousand Seven
Hundred and Seventy four became bound to Pattabyrapa Mudeliar
of the same Place Inhabitant in the Sum of One Hundred and
Fifty Pagodas Current Money of Madras, as by the Translation of
the said Bond or Writing Obligatory more fully and at large Appears
Whereas there remains
due to the said Pattabyrapa Mudeliar the Sum of Two Hundred
and Two Pagodas and Seventy One Fanams, being the Principal Sum
of Money with the Interest due thereon Now Know Ye that
I the said Ignacio Martins for and in Consideration of the said
Sum of Two Hundred and Two Pagodas and Seventy one Fanams to
me in hand paid by Daniel Thomas of Madras aforesaid, Merchant
the receipt whereof the said Pattabyrapa Mudeliar doth hereby
Acknowledge, the said Pattabyrapa Mudeliar hath Assigned
and entered and by these Presents doth Assign and enter unto
the said Daniel Thomas the said Bond or Writing Obligatory
and the Money thereby due and Owing and all his Right and
Interest of in and to the same and the said Pattabyrapa Mudeliar
for the Consideration aforesaid hath made Constituted and Appointed
and by these Presents doth make Constitute and Appoint the said
Daniel Thomas his Executors and Administrators his Assigned
Lawful Attorney and Attorneys Irrevocable for him and in his
Name of his Executors and Administrators

Shaw his Executors Administrators and Assigns to each Esquire Damand
and Requires from thereof Esquire Master his Executor and
Administrator to Release and exonerate the said Bond and from
Non Payment thereof to the said Esquire Master his Executor
and Administrator to the Intent Purpose Release and Payment
thereof to deliver up and Cancel the said Bond and Assignment
Release and Discharge therefore and every part thereof in the Name
and in behalf of the said Daniel Shaw
or his Attorney or Attorneys shall Lawfully doing the Premises the
said Petitioner Master doth hereby allow and Assigned
the said Petitioner Master doth Covenant with the said
Daniel Shaw that the Sum of Money due on the said Bond or any
part thereof shall not Release or Discharge Executor
any act Thing but will Answer and allow of all Lawful Proceedings
for Recovery thereof to the said Daniel Shaw his Executors
Petitioner Master hereunto set his hand and Seal
the day and year first above written

Signed Sealed and Delivered
in the Presence of
Hannah Barnes
Manuel Pereira

Mayors Court at
Madras Patnam

Tuesday the 6th Day of July
Anno Domini 1773

Present

James Call Esquire Mayor
George Proctor and Brook Watson
Aldermen

Petition Petitioner
of Madras Inhabitant
by his Attorney Daniel Shaw of
the same Place Merchant Complai-
nant and Joseph Master also of
Madras Merchant Defendant

The Defendant being one Court and Acknowledging
the Justice of the Complainants Demand This Court doth
therefore think fit the Order and Decree and doth accordingly
Order and Decree that the Defendant do pay or cause to the Complai-
nants the Sum of Sicca Rupees Two Hundred and Four Pagodas
Said Sicca Rupees Rupees 202 24 Together with all
Such Interest as may or shall become due thereon and till
Payment to abide the Order of this Court

By Order of the Court

Filed this 19th June 1778

To the Honble the Mayors Court at Madrasapatnam

Humble Complainant

Humbly Complaining Sheweth unto this Honble Court your Orator Lingapa Native Inhabitant of Madrasapatnam and Merchant carrying on Trade and Business there That your Orator is a Native Inhabitant of the said Place and a Merchant carrying on Trade and Business there That Thomas Hodgson late of Madrasapatnam aforesaid Merchant but now of Great Britain Esqr was Indebted unto your Orator in the Sum of Two Hundred and Fifty Pagodas Current Money of Madrass Making with Batta Money of Great Britain Six Shillings & Eight Shillings for Every Pagoda thereof which is fully and Justly Due and Owing to your Orator for Money Lent and Advanced by your Orator to the said Thomas Hodgson at his Request and for Money Paid by your Orator for the said Thomas Hodgson at his Request and for Money had and Received by the said Thomas Hodgson for the Use of your Orator and for Money Due on Account Stated between your Orator and the said Thomas Hodgson and your Orator hath Frequently and Repeatedly Demanded the said Sum of Two Hundred and Fifty Pagodas of the said Thomas Hodgson but he hath Refused and Neglected to Pay the same to your Orator Wherefore your Orator Prays that the said Thomas Hodgson may be Compelled to Appear to this Honble Court and to Answer the Premises and to Pay unto your Orator the said Sum of Two Hundred and Fifty Pagodas with Interest and Costs of Suit And your Orator as in Duty Bound will ever Pray

Lingapa

Lingapa Native Inhabitant of Madrasapatnam and Merchant carrying on Trade and Business there maketh Oath in the Usual Form of Law that the Matters and Things in the foregoing Bill of Complaint Mentioned and Set forth to the Best of this Deponents Knowledge Remembrance Information and Belief are True and Just and that the said Bill of Complaint is not Exhibited for any Vexatious or Malicious Intent or Purpose but Merely for the Recovery of his Just Debt

Sworn in Court this 19th June 1778 before me

Thos Hodgson

Lingapa

and Singular the Matters and Things herein before Set forth and Alledged as fully to all Intents and Effectually to Answer and purpose as if the same were herein again Repeated and Particularly Interrogated and that thereupon he Decreed & Ordered unto your Orator the aforesaid Sum of Two Hundred and Fifty Pagodas with all Such Interest as now is or shall thereupon accrue due and Costs of this Suit

Humbly Pray this Honble Court to Cause the said Lingapa Native to be Sworn and Required by the Sheriff of Fort St George & Town of Madrasapatnam and their Deputies thereof Peremptorily to Cause 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 and to Abide by Such Order and Decree therein as to this Honble Court Shall Seem Meet

John Hicks
Attorney for the Complainant

19th June 1778
This Bill was Sworn to in the Court of Mayors Court Day
Granted Call
Mayor

Translation of Broad Pagoda Dated 7th June 1711

Hundred and Fifty Current Silver Dollars which said Sum of Money the said
is Demand well and truly to be paid at or upon the Sealing and Delivery of
these Presents (and the Remainder of the said Bond to remain in full Force
Power and Virtue) Now the Condition of the above Bond or Obligation is such
that if the above bounden Adolphus Smith his Heirs Executors or Administrators
or any of them do and shall well and truly pay or cause to be paid unto the
above named Thomas Logan his Executors Administrators or Assigns the full
Sum of Two Hundred and Fifty Current Silver Dollars at or upon the Sealing
and Delivery of these Presents (and the Remainder of the said Bond to remain
in full Force Power and Virtue) Then the above Bond or Obligation to be void
and of none Effect or else to remain in full Force Power and Virtue

Sealed and Delivered by the said
Thomas Logan in the Presence of
Thomas Singleton Junior

The Assignment endorsed on the within Bond or Obligation from Thomas Logan
the Original to the Within Thomas Logan his Executors Administrators and
Assigns

John Hukes
Attorney for the Complainant

Know all Men by these Presents that I Thomas Logan of the City of
Virginia Merchant am held and firmly bound unto Adolphus Smith
by my Bond or Obligation bearing Date the Seventeenth Day of April
which was in the Year of Our Lord One Thousand Seven Hundred and
Seventy Seven Months after the date of these Presents in the Sum of
Sixteen Hundred Current Silver Dollars to be paid to the said Adolphus
Smith his Executors Administrators or Assigns for which Payment well and
truly to be made I bind myself my Heirs Executors and Administrators firmly
by these Presents Sealed with my Seal Dated the Twenty Fifth Day of
May Anno Domini One Thousand Seven Hundred and Seventy Seven
Whereas the above bounden Thomas Logan his Executors Administrators
or Assigns have this Day paid unto the above named Adolphus Smith his
Executors Administrators or Assigns the full Sum of Eight Hundred
Current Silver Dollars being the Moiety or one half part of the Sum
mentioned in the above Bond or Obligation and have Requested the
said Adolphus Smith his Executors Administrators or Assigns to
Assign over the said Bond or Obligation to the said Thomas Logan his
Executors Administrators or Assigns Now the Condition of the above
Bond or Obligation is such that if the above bounden Thomas Logan his
Executors Administrators or Assigns do and shall well and truly pay or
cause to be paid unto the above named Adolphus Smith his Executors
Administrators or Assigns the full Sum of Eight Hundred Current Silver
Dollars at or upon the Sealing and Delivery of these Presents (and the
Remainder of the said Bond to remain in full Force Power and Virtue)
Then the above Bond or Obligation to be void and of none Effect or else
to remain in full Force Power and Virtue

thereupon now due and Owing and which may become due thereupon and
all their Right and Interest of in and to the Same and every Part thereof and
the said Covenanted do hereby covenant for the Consideration aforesaid
hath made Constituted and Appointed and by these Presents doth make
Constitute and Appoint the said Adolphus Smith his Executors and
Administrators his true and Lawful Attorney and 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 Adolphus Smith his Executors Administrators and Assigns to
Ask Require Demand and Receive of the said Covenantor his Heirs
Heirs Executors and Administrators the Money due and to become due as
aforesaid Bond or Obligation and on non Payment thereof the same
aforesaid Bond or Obligation and on non Payment thereof the said
Adolphus Smith his Heirs Executors and Administrators to Sue for and
Recover the Same and on Payment thereof to Deliver up the said Bond
and Give sufficient Release and Discharge therefore and more
Many Attorney or Attorneys under him to Constitute and substitute
said Adolphus Smith or his Attorney or Attorneys under him shall
Lawfully do the Premises aforesaid (covenanted also Vizt. the said
Hath hereby Allow and Assent and the said Covenanted also Vizt.
the said Covenantor the said Adolphus Smith that the said Covenanted
Heirs Executors Admrs. Hath not Received nor will Receive the said Money due
or to become 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
on Manner and Allow all Lawfull Proceedings for the Recovery thereof
hereby and the said Adolphus Smith his Heirs Executors and Administrators
Assigns of and from any Suit that may happen to be thereupon

At the Court at Fort St. George the Seventh Day of June
in the Year of Our Lord One Thousand Seven Hundred and Seventy
Eight.

Present

James Call Esquire Mayor
George Proctor and Benj. Roebuck
Aldermen

Between [illegible]
Plaintiffs
And
[illegible]
Defendant

Mayor's Court
Madraspatnam
Anno Domini 1778
Sundry Debts
Plaint

(5:83)

And that Sum of One Hundred and fifty Pagodas Pag.s 150 -
together with a Month's Interest as now is or shall hereafter become Due
thereon until full Payment is made also all Costs of this Suit

Plaint

Fort St. George 27th June 1778

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful
Court Your Orator Alexander Bordieu of Fort St. George Merchant
That Seymour Iswyn Jacob Mordekhai and Shadrawa of Madras
Merchants did severally and separately indebted unto Your Orator
in the full and just Sum of Two Hundred Pagodas Current Money of
Madras Making and Sterling Money of Great Britain at the rate
of Eight Shillings for every Pagoda the Sum of Eight Hundred Pounds
Sterling Current Money aforesaid Seymour Iswyn Jacob Mordekhai and
Shadrawa Bonds or Written Obligations to Your Orator bearing Date the
Seventh Day of September in the Year of Our Lord One
Thousand Seven Hundred and Seventy Four for the said Sum of Two
Hundred Pagodas with Interest Twelve Months from which said
Seymour Iswyn Jacob Mordekhai and Shadrawa

Mayor's Court
Madrasapatnam

Tuesday 15th Day of July
Anno Domini 1778

Present
James Call Esquire Mayor
George Proctor and Benjn Roebuck
Aldermen

Between Alexander Bodie
of Fort Saint George Merchant
Lieutenant and Commandant
Senior Warden and Shadanaw
of the Same Place Merchants
Defendant

No Appearance by the Records of this Court
that this Writ & Bill was issued for the Defendant to Answer the
Complainants Bill which he has Neglected doing this Court
doth therefore think fit to Order and Decree and doth Order
Order and Decree that the Defendant shall pay unto the
Complainant the Sum of Two Thousand Pagodas
Pags 2000 - - Together with all Such Interest as shall Become due
Thereon and all Costs of this Suit

Per Curr

(536)

Filed the 12th July 1773

To the Honble the Mayor's Court at Madraspatnam

The Humble Petn of Daniel Rhodes

Sheweth

That Your Petr is informed that Captn Colly Commands on Your Petrs Ship the Duke of Cumberland bound to England & that he intends to Sail with the Convoy that will leave this Coast in the Month of August next Your Petr therefore humbly prays Your Honble Court will be pleased to order that the said Captn Colly do not Sail with the Convoy that will leave this Coast in the Month of August next Your Petr having Goods on board the said Ship

And Your Petr as in Duty bound &c

Daniel Rhodes

53 (537)

Filed the 20th June 1773

To the Honble the Mayor's Court at Madraspatnam

Humble Complainant Shewith unto this Honble Court Your Orator Madarsanyal Davidsathabar Saick by his Attorney Sathay De Rozario of Madras Inhabitant that Parrygakistnama Saick late of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of One Hundred and Twenty Six Star Pagodas and Sixteen Fanams Current at Madras Making in Sterling Money of Great Britain the Sum of Eight Hundred Pounds Sterling Pagodas at the Rate of Eighty Pounds and Eleven Shillings on the one part and Lastly Pounds and Eleven Shillings on the one part and Lastly Pounds and Eleven Shillings on the one part and Lastly

That the said Parayakichanna Saick may appear the Second Day of the next Court at Madras to Answer the Premises and to Abide the Order of the Court thereon and in the mean time Stand Committed

Peter Pope
Attorney for the Complainant

Whereas the Honble Court the Court of Directors of the United Company of Merchants of England trading to the East Indies by their Letter to this Presidency of Fort St George Dated the 20th of March 1778 have Ordered and Directed that Execution be forthwith Issued against the Body of Parayakichanna Saick for the Sum of Pagodas Two Hundred and Twenty Six Fanams Eighteen with Interest thereon at the Rate of 12 p Cent per Annum from the 10th of April 1778 the Date of the Bill of Complaint exhibited against him in this Court for the Recovery thereof

These are therefore to Command you to Attach the Body of the said Parayakichanna Saick and him safely Keep so that you have his Body before the Honble the Governor and Council at Fort St George on the Second Day of the next Court to be held for the said Presidency to Answer the Premises and to Abide the Order of the Court thereon and hereof fail not at your Peril Witness the Honble Thomas Rumbold Esqr Governor and the Rest of the Council at Fort St George aforesaid this 20th Day of June 1778

Thos Bill was Examined between the Complainant and Defendant in the Presence of the Court

James Call
Mayor

(Copy of the Translation of a Mortgage Bond Dated the 3d of March 1778

I Parayakichanna Saick Son of Chogaachanna Saick Sandawa Saick of Thevanna Castal Madras do Give this Mortgage Bond to Saick of Thevanna Castal Madras Sandawa Saick of Mastian Saick Castal Thevanna Madanayaga Chinatambi Saick of this Place Merchant and borrowed of and the Mortgaged this Bill of this Place Merchant and borrowed and Received of me the Sum of 120 Pagodas One Hundred and Twenty Star and three Eights of Star Pagodas Current Money of Madras and three Eights of Star Pagodas Current Money of Madras which Sum I Promise to pay you or before the 10th of April Next with Interest at the Rate of 12 p Cent Such Interest to run from the Date hereof Parayakichanna Saick Mastian Saick Sandawa Saick Thevanna Saick Madanayaga Chinatambi Saick Chogaachanna Saick

Witnesses Signed
Palaniandy
Padamaly

Mark of
Parayakichanna Saick
Vaisia Caste
Pope Esqr

To all People to whom these Presents shall Come Know Ye Parayakichanna Saick of Madras Inhabitant Caste Merchant Sending Greeting Whereas I the said Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight by a Mortgage Bond bearing Date the Second Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight Madanayaga Chinatambi Saick of Madras Inhabitant did Mortgage unto me the said Parayakichanna Saick a Piece of Ground Situate in the Black Town of Madras Inhabitant Containing in Length Two Hundred and Twenty Six Cubits and in Breadth One Hundred and Twenty Six Cubits Bounded on the East by the Premises of Thevanna Saick on the West by the Premises of Sandawa Saick on the North by the Premises of Mastian Saick and on the South by the Premises of Chogaachanna Saick for the Sum of Pagodas One Hundred and Twenty Star and three Eights of Star Pagodas Current Money of Madras with Interest at the Rate of Twelve per Cent per Annum as by the said Mortgage Bond Reference being thereunto had may more fully and at large appear Now Know Ye that I Madanayaga

Paid by Anthony De Rozario of Madras Gentleman the Sum of Three Hundred and Eighty Eight Pagodas Seventeen Fanams and Fifty Cash being the Amount of the Stamp Duty of these presents that Receipt whereof he the said Madanayagel Vamatachala Naick doth hereby Acknowledge the said Madanayagel Vamatachala Naick doth Assigned and by these presents doth Assigned and set over unto the said Anthony De Rozario the said Mortgage Bond and the Money thereby Principal and Interest thereupon due and owing and the Benefit thereof and all his Right and Interest in and to the same and every part thereof that the said Madanayagel Vamatachala Naick his Executors Administrators and Assigns for the Consideration aforesaid hath made and doth Appoint and by these presents doth make and Constitute Appoint the said Anthony De Rozario his Executors and Administrators his true and lawful Attorney and Attorneys irrevocable and with full Power for him and in his name and stead but for the sole benefit of the said Anthony De Rozario his Executors Administrators and Assigns to ask demand and receive of and from the Executors and Administrators of the said Principal Money and Interest due upon the said Mortgage Bond and on non payment thereof to sue for and recover the same and upon payment thereof to give sufficient Release and Discharge for the same and in case of Non payment thereof to Commence and prosecute any Action or Actions Suit or Suits at Law or in Equity against the Executors Administrators or Assigns of the said Principal Obligor in the said Mortgage Bond for the Recovery of the said Principal Money and Interest due thereupon and on Recovery thereof to Execute and Deliver sufficient Release and Discharge for the same and in the Name of the said Madanayagel Vamatachala Naick his Executors Administrators or Assigns to make and Execute all such Deeds Acts and things as shall be necessary for the more effectually Assigning and Transferring the said Mortgage Bond and Premises unto the said Anthony De Rozario his Executors Administrators and Assigns as aforesaid and the said Madanayagel Vamatachala Naick doth hereby Covenant with the said Anthony De Rozario his Executors Administrators and Assigns that he the said Madanayagel Vamatachala Naick hath not Received or will Receive the said Money due on the said Mortgage Bond or any part thereof Neither he the said will Release or Discharge the same or any part thereof but will Answer and Allow of all lawful proceedings for Recovery thereof by the said Anthony De Rozario saving the said Madanayagel Vamatachala Naick harmless of and from any Gift that may happen to him there from In Witness Whereof the said Madanayagel Vamatachala Naick hath hereunto set his hand and Seal in Madras this Second Day of January in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
Whereas Stamped Paper is to be had
in this Province of

Tho.s Fenton
Joseph De Sylva

Mayors Court
Madraspatnam

Sd

Mayors Court

(S.S)

(541)

35

Received the 21st Day of July
Anno Domini 1778

Entered

Sam.l Catt Esqr Mayor
John Turing
Attorneys

Madanayagel
Vamatachala Naick
Executed by his Attorney
Anthony De Rozario of Madraspatna

The Defendant Thomas Court and Richard
the Executors of the Complainants Demand This Court doth
think fit to Order and Decree and doth accordingly Order and
that the Defendant shall pay unto the Complainant the Sum of
Two Hundred and Seventy Eight Pagodas and Eight
Fanams Rupees 276 8 Together with all such Interest and
so shall become due thereon and all Costs of Suit
Also all Costs of this Suit

Know all Men by these Presents that We Richard
Lawson Executor of the Last Will & Testament of Richard
East Esqr late Governor of Fort St George Madras Patrick
and Joseph Smith Esqrs two of the Executors of the Last Will
William Lawson Esqr late Executor of the Last Will & Testament
Mary Lawson Widow and Executrix of the Last Will & Testament
Richard Lawson late of Madras Merchant deceased are held
and firmly bound unto the Honble United East India Company
and William Lawson Executor & Administrator or Assigns in the full Sum of Five
Pounds of Great Britain to be paid to the said Honble
Lawson Executor & Administrator or Assigns to which Payment well and truly to be made
and Executors Administrators and Assigns firmly by these Presents
Sealed with our Seals Dated this 16th Day of May Anno Domini 1778

The Condition of this Obligation is such that if the above bounden
Patrick Lawson their Heirs Executors or Administrators or any or either of them shall
and do well and truly pay or cause to be paid unto the above Named Richard Lawson
and William Lawson their Executors Administrators or Assigns the full Sum of Five
Pounds of Great Britain with
Interest at Five p Cent for the same from this Obligation to be void or else to
Remain in full force

Sealed and Delivered first
Duty Stamps for the Summons

Tho.s Popham

Stephen Popham

Sworn the 16th May 1778

Patrick Lawson (L.S.)

Sealed and Delivered
(Henry Lang) in the Original Delivered
upon Oath in Court
James Taylor
Regr

To the Honble the Mayor
Court at Madrasapatnam

Whereas Complainant Thomas Merchant that
Court Upon Bond Complainant of Madras Merchant that
Thereupon the Defendant of Madras Merchant stands indebted to
Upon Bond in the full and just Sum of Four Hundred and Seventy
Pagodas and Eight Fanams Rupees of Madras Money in the Bond
Bond Mentioned Money of Madras Money in the Bond

Wherefore the Plaintiff Prays that the Defendant may be Compelled to Answer the Premises and to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Wm Popham
Attorney for the Complainant

16th May 1778

This Bill was Sworn to in Court

The Day of Adjournment to the
Summons issued returnable to this Court
Day

James Call
Mayor

The Demurrer of Thomas Dawkins Defendant to the Bill of Complaint of George Forrell Complainant

The said Defendant by protestation not confessing or Acknowledging all or any of the Matters or things in the said Complainants Bill of Complaint to be true in such Manner as the same are therein and thereby set forth and alledged, for Demurrer thereto or to so much thereof as he is advised that he is not Obliged to Answer unto, Sheweth that the said Bill of Complaint is not sufficient in the Law for him to be called upon to Answer unto and that he this Defendant is not by the Laws of this Commonwealth compellable to Answer thereto for that it appears by the Complaint in said Cause of Demurrer thereto that the Complainants Cause of Suit doth not appear by the said Bill that the Complainant ever was seized or possessed of the Lands and Premises in the said Bill mentioned or of any Estate or Interest therein or that he ever had any Right or Title to the same or to any part thereof and that the Defendant hath purchased the same Lands and Premises for a full and valuable Consideration of Money without Notice of any Right or Title of the Complainant thereto and that the Complainant hath been Guilty of great Laches and Negligence in not Asserting his Right or Title to the same for a long Space of Time and hath suffered the Defendant to Expend large Sums of Money in Improving the same without any Claim or Demand thereof by the Complainant and that the Complainant hath not Offered to do Equity in the Premises and for other Causes appearing in the said Bill of Complaint this Defendant doth demur thereto and humbly prays the Judgment of this Honble Court whether he shall be compelled to Answer the same

Thos Dawkins

Day of May 1778 Then the Honble the Court Overruled the Demurrer of the Defendant to the Bill of Complaint of George Forrell Complainant

Mesne Assignments

To the said Samuel Mathew and all and other the things in the said Bill contained this Defendant Ready to Averr, and for Cause of Demurrer sheweth the Matter Appeareth by the Complainants own Shewing that the said Bond or Writing Obligatory and the Condition thereof in the said Bill Specified was not Executed in the Manner by the said Complainant but in the Name of one John Ashbridge and that all the Property Benefit or Right of Action therefore Accrued by the Complainants Bill is by Virtue of what he calls Samuel Mathew's Assignment to Abraham Assignments &c. Supposing they are Legal and Regular, not within the Law sufficient to Authorize the Complainant to bring the present Action in his Own Name And that this Defendant cannot be Called Upon Questioned for the Same in the Manner aforesaid Wherefore

This Defendant for all the Causes aforesaid Demurs to the said Bill and Prays the Judgment of this Honble Court whether he this Defendant ought to be Compelled to Answer the Same or any Matter or Thing therein Contained And Prays to be Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Tho. Dorsey Hall
Attorney for the Defendant

The Joinder of George Town with the Complainant to the Demurrer of Thomas Dorsey Hall Defendant

The said Complainant Saith that Notwithstanding any Matter or Thing made use of by the Defendant in the said Demurrer the said Complainants said Bill of Complaint Ought not to be Set aside, but that the said Charges therein by him set forth are Good and Sufficient in the Law to Call the said Defendant to Answer thereto in this Honble Court and that the Said Plea made and Shewn by the said Defendant is Uncertain and insufficient to be by the said Defendant to Rely Upon and Insufficient for this Complainant by way of Joinder in that part of the Said Demurrer Alledged Doth Aver that the said Defendant ought to have brought his Suit in the Name of the Complainant Therefore he Avers that the said Bond was by the said Said Johan Ashbridge Saith that the said Bond was by the said Thomas Dorsey Hall Executed on the Fourth Day of May in the Year One Thousand Seven hundred and Seventy Six and that the said Thomas Dorsey Hall did thereby undertake to pay to the said Said Johan Ashbridge the Above Executor Administrator or Assigns the Sum of Six hundred and Seventy Seven Pounds and Interest

This Complainant further Saith that in the back of the said Bond Obligation and the Condition thereof there was a certain Indorsement in Words and Figures following the Tenor Say

to be Relieved by this Judgement thereon before ye Worshipfull Court, and not by way of an Action for Debt for the Sums Mentioned in the Obligations of said Bond or the Conditions thereof—

Wherefore Complainant therefore humbly Submits this Judgement of this Honble Court that the said Demurrer is vexatiously framed with a View to Delay and impede the Justice of this Honble Court, and that the same Ought therefore to be Immediately Dismissed with Costs—

L. Topham
Attorney for the Complainant

Extract from the Minutes of Court Held at the Town Hall on Friday the 24th Day of July Anno Domini 1718

Present

James Call Esquire Mayor
John Turing—George Proctor
Benj. Bucke—Collon Bowerbank Dent
Edward Carson—Edward Saunders

Aldermen

George Tazewell
vers
Thomas de Mello

Bill Read
Demurrer Read
Rejoinder Read

the Demurrer and Rejoinder Coming on to be

(568)

Madras
16th July 1773

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

The Petition of William Ewing
Sheriff

Sheweth

That Your Petitioner Duly desirous of
ascertaining the various Powers of this Court and that Many
have been Exercised

That Your Petitioner has made Several Applications
to this Hon^ble the Governor for a Military Force, as well as other
Assistance as Might
of Effectuating the Purposes of Justice in which Your Petitioner
hitherto been frustrated
to Assist the

(569)

40

Your Petitioner therefore humbly begs leave this Hon^ble Court to
Take this Case into Consideration and Direct such Order to Your Petitioner
Such Additional Power as may Ascertain the Rule of Practice or Oppression
To the Governor and Council & their Situation of the Sheriff of the
Power of Discharging Duties and the Real Danger of Your Dominion
Nothing omitted and to pray Grant thereto Sufficient Assistance

William Ewing
Sheriff

Madras
16th July 1773

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

The Petition of George Isaac
Hoisard

Sheweth

That Your Petitioner having been informed that there
is a Vacancy for an Attorney to this Hon^ble Court by Death Office
himself to follow the same and about 12 this last Application Must
to this Hon^ble Court that hopes he shall Not fail
to the utmost of his Endeavours, to their
Power himself to the Rules of
Practice

And Your Petitioner as in Duty bound
shall ever Pray

George Isaac Hoisard

(554)

Sir

Interpreter Provost are to attend my Deposition
by Your will please to Summon them Mathias
Mendes and Abel
Summon from Persons my Witnesses, and by Your will please
to Summon to the Mayor

July 19th

I am
Your Most Obedient
Humble Servant
Jno. Jones

Filed 10th 10th July 1773

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto Your
Worship Your Orator Thomas of Fort Saint George Merchant
Jeremy Cheltly of Madras Merchant Humbly and Unfortunately
unto Your Orator the full and just Sum of Seven Hundred and
Twenty Star Pagodas Current Money of Madras Making and
Money Good Bottom of the Value of Eight Shillings for every
Pagoda the Sum of Two Hundred and Eighty Eight Pounds being
Principal Amount of said Bond or Obligation bearing Date the
Day of December in the Year of Our Lord One Thousand Seven
Hundred and Seventy Three made by the said
Jeremy Cheltly Payable

(555)

A1

of Twelve per Cent per Annum as will more fully and at large Appear
by a True Copy of the said Bond or Obligation hereunto Annexed for the
inspection of this Honble Court and whereby 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 Jeremy Cheltly of the said Sum of
Seven Hundred and Twenty Star Pagodas
But now so it is and May it Please this
Honble Court the said Jeremy Cheltly Obstinately and Wilfully
Refuses to pay the same or to Give Your Orator any Manner of Satisfac-
tion touching the premises Your Orator therefore prays a Writing of
Relief may be to this Honble Court to shall Appear Agreeable to
Equity and Good Conscience To the End therefore that the said
Jeremy Cheltly may upon this Corporal Oath full true direct and
perfect Answer make to all and Singular the Matters aforesaid
and things herein before set forth and Alledged as fully truly and
Effectually to all Intents and Purposes as if the same were again
Particularly Interrogated and that he may be
Decreed to pay unto Your Orator the aforesaid Sum of Seven
Hundred and Twenty Star Pagodas Together with the Allowed Interest
as now is or shall Hereafter become due thereon also all Costs of this
Suit
May it Please this Honble Court the cause thereof said
Jeremy Cheltly to be Summoned and Appeared by the Sheriff of Fort
Saint George Town of Madrasapatnam and the Districts thereof
Personally to be and Appear before this Honble Court at a Certain

Lib.

Subpœna Issued returnable Instanter

July 19th

To the Honble the Chief Justice
and the Honble the Puisne Judges
of His Majesty's Supreme Court at
Madras sitting in Equity

Humbly Complaining Sheweth unto Your Honours Your Orator Ramasawmy Chetty of Madras Merchant

That Sawmy Chetty late of Madras aforesaid Merchant deceased in his Lifetime and at the time of his Death was justly and truly indebted unto Your Orator in the Sum of Seven Hundred and Twenty Star Pagodas for Money lent and Monies had and received by the said Sawmy Chetty to and for the Use of Your Orator

That Your Orator hath frequently and in a friendly and amicable Manner applied to and requested the said Sawmy Chetty to pay unto Your Orator the said Sum of Seven Hundred and Twenty Star Pagodas but the said Sawmy Chetty combining and confederating with Divers Persons to Your Orator unknown to defraud Your Orator of the said Debt refuses to pay the same

In Consideration Whereof and for that Your Orator is remediless in the Premises save in this Honble Court where Matters of this Nature are properly Cognizable and Relievable

To the End therefore that the said Sawmy Chetty may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters aforesaid as fully truly and amply as if the same were hereinafter repeated Interrogated and Specifically Answered unto

And that the said Sawmy Chetty may be Decreed to pay unto Your Orator the aforesaid Sum of Seven Hundred and Twenty Star Pagodas with Interest and Costs of 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 Sawmy Chetty thereby Commanding him 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 to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet

And Your Orator shall ever pray &c

Ramasawmy Chetty

of Justice the Court your Honours as will Bind fully and at large Appears by a true Copy of the said Bond or Obligation hereunto annexed for the inspection of this Honble Court and which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint AND

Whereas Your Orator hath frequently and in an amicable Manner requested payment from the said Sawmy Chetty of the said Sum of Seven Hundred and Twenty Star Pagodas

But now so it is and May it please this Honble Court the said Sawmy 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 of Subpœna to issue out of this Honble Court to shew Cause why he should not Answer the Premises and abide such Order therein as to this Honble Court shall seem meet

To the End therefore that the said Sawmy Chetty may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters aforesaid as fully truly and amply as if the same were hereinafter repeated Interrogated and Specifically Answered unto

Effectually to all Intents and Purposes as if the same were hereinafter repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Seven Hundred and Twenty Star Pagodas Together with Interest and Costs of this Suit

May it please this Honble Court the same thereof to Grant unto Your Orator His Majesty's most Gracious Writ of Subpœna to be directed to the said Sawmy Chetty to be summoned and Enjoined 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

Thomas Ogilvie this Prior Executor Administrator or Assigns the
full and just Sum of Seven Hundred and Twenty Current Pagodas
together with such Interest as shall or may become due thereupon
then this Obligation to be Void and of no Effect otherwise to
Continue in full force and Virtue. L.S.

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

Jayyah

Attested to be a true Copy by me
Chas Bromley

Tuesday the 28th Day of July
Anno Domini 1778

Present

James Call Esquire Mayor
Cotton Powerbank Dent and
Edward Garrow Aldermen

Between Thomas Ogilvie
of Fort Saint George Merchant
Complainant and Sammy Chitty
of Madras Merchant Defendant

The Defendant being in Court and acknowledging

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Thereupon the Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the
Complainant the full and Just Sum of Seven Hundred and
Twenty Star Pagodas of Star Pag.s 720. ——— together with
all such Interest as now is or shall hereafter become Due thereon
until full Payment be made Also all Costs of this Suit

Fee

Filed the 20th July 1775

To the Honble the Mayor
Court at Madrasspatnam

Humbly Complaineth Humble unto this
Honble Court Your Orator Isaac Phillips Inhabitant of Vepery
Merchant That Ramanaigen and Venkatachalam of
Madras Inhabitant Landowners Indebted unto Your Orator in
the Sum and just Sum of One Thousand two hundred Star Pagodas
Current Money of Madras Making in Sterling Money of
Great Britain Allowing at the rate of Eight Shillings for every
Pagoda the Sum of Four Hundred and Eighty Pounds being the
Principal Sum of a Mortgage Bond bearing date the Eighth day of
August in the Year of Our Lord One Thousand Seven hundred
and Seventy Three with Interest at the Rate of Nine per Cent
per Annum a Copy of which Bond or Mortgage Your Orator is
Ready for the inspection of this Honble Court and prays
Your Orator to be Allowed as part of this Your Orator's Bill of
Complaint ——— and the

A3 (357)

said Inhabitants Indebted in an Amicable Manner Requested and Required from the said
Ramanaigen and Venkatachalam the Sum of One Thousand
Two hundred Pagodas ———
But now so it is May it Please this Honble Court
the said Ramanaigen and Venkatachalam Obstinately and Wilfully
refuse to pay the same or to Give Your Orator any Manner
of Satisfaction touching the Premisses Your Orator therefore prays
a General Discovery may be made this Honble Court shall Approve
Agreeable to Equity and Good Conscience To the End therefore
that the said Ramanaigen and Venkatachellum may upon
their Corporal Oaths full true Direct and Perfect Answers
to all and Singular the Matters and things herein before
Mentioned and Charged as fully truly Perfectly and effectually
to all Intents and Purposes as if the same were here Again
Repeated and Particularly Interrogated and that they may be
Directed to pay unto Your Orator the aforesaid Sum of One
Thousand Two hundred Pagodas or Rather 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 Ramanaigen and Venkatachellum to be Summoned
and Required by the Sheriff of Fort Saint George Town of Madras
Patnam and the Districts thereof Personally to be and Appear
before this Honble Court at a certain time and Place to be by this
Honble Court Prefixed and Appointed then and there to Answer
the Premisses and Abide by such Order and Decree herein as to this
Honble Court shall seem Meet and further to stand to

(55[illegible])

(Court [illegible] Mad[illegible]

21st July 1778

Thos Pollexfen Esqr Attorney for the Compt[illegible]

Thos Pollexfen Esqr Attorney for the Compt[illegible]

Copy of the Translation of Mortgage Bond & Deed of Sale

August 1778

To all persons unto whom these presents shall come Greeting

Whereas Venkatachellum and Vencatachellum both of Madras Pattanam Merchants the Mortgagors in the Bond hereunto annexed and hereinafter mentioned are justly indebted unto John Philips Clement Wigram Peter Dubois and Thomas Mainwaring all of Madras Merchants the Mortgagees in the said Bond in the Sum of Pagodas Eight thousand Current Money of Fort St George for Value received of them the said Mortgagees as by the said Bond bearing Date the Twenty Eighth Day of January 1778 and Executed by the said Mortgagors relation being thereunto had may more fully and at large appear and whereas the said Mortgagors have not paid the Principal Sum of Money mentioned in the said Bond nor any part thereof nor the Interest thereof for the Space of Six Months last past and the said Mortgagees have applied to the said Mortgagors for Payment thereof but the said Mortgagors have refused and neglected to pay the same and the said Mortgagees have therefore commenced a Suit in the Court of Judicature for the Recovery of the said Principal Sum of Money and Interest thereof and the said Mortgagors have appeared to the said Suit and pleaded thereto and the said Suit is now depending and undetermined and whereas the said Mortgagors have by their Petition to the Honble the President and Council of Fort St George represented that they are willing to pay the said Principal Sum of Money and Interest thereof to the said Mortgagees and to redeem the Premises mortgaged by the said Bond and have therefore prayed that the said Mortgagees may be compelled to receive the same and to convey the said Premises to them the said Mortgagors and whereas the said Mortgagees have refused to receive the said Principal Sum of Money and Interest thereof and to convey the said Premises to the said Mortgagors unless they the said Mortgagors will also pay to the said Mortgagees the Sum of Pagodas Two hundred and Fifty Current Money of Fort St George for the Charges they have been put to in the Prosecution of the said Suit and whereas the said Mortgagors have by their said Petition represented that

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To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Cooly Cooppen Scott Esqr of Madrasapatnam Inhabitant by his Attorney Antonio Da Costa of Madrasapatnam Inhabitant That Whereas the Honble Mayor of this Place Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of Eighty four Pagodas and Twenty two Fanams Current Money of Madras Making in Sterling Money of Great Britain the Sum of Eight Shillings for every Pagoda the Sum of Thirty four Pounds and four Shillings being the Amount of your Account Sterling as per Promissary Note of Hand whereof the said Account Remains Unpaid for the recovery whereof Your Orator prays may be Granted the Aid of this Honble Court and which Your Orator humbly hopes will be Granted for as much as Your Orator hath frequently and from time to time Demanded the said Sum of Eighty four Pagodas and Twenty two Fanams

But now so it is and May it please this Honble Court that the said Defendant the Honble Mayor Obstinately & Wilfully Refuses to pay the Same to Your Orator and Pretends to Insist upon having the Same from Your Orator Therefore for as much as the Premises are Cognizable only in this Honble Court to which Your Orator has no Remedy at Law to Compel the Defendant to Answer the Premises upon his Corporal Oath and to Equity and Good Conscience and to the End Purpose that the Defendant may Answer the Premises and Pay the Said Sum of Eighty four Pagodas and Twenty two Fanams with Interest and Costs of Suit

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and Things herein before Set forth and Charged as fully Truly and Effectually to all Intents and Purposes as if the Same were herein again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eighty four Pagodas and Twenty two Fanams together with all such Interest as is now due hereafter shall become due thereon and the Costs of this Suit

May it please this Honble Court to Cause the Usual Process and Writ to be Issued and Directed to the Sheriff of Fort Saint George Fort of Madras Requiring him the Said Sheriff personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas Bromley
Attorney for the Complt

29th May 1778

This Bill was shown to me between the Days of Hilary Term last Summons and Warrant issued upon the Complainant's Attorney taking Oath to the purport of this Bill and that he hath Reason to believe the Defendant can Misspend from the Jurisdiction of this Court upon hearing this Bill Filed Against him

Jno Call

[illegible] Acknowledged to have Borrowed and Received
of Mr. Cayspar Leal the Sum of Seventy four 15. 22. /100
Pardas Current Money of Madras which Said Sum I promise
to pay him with the following Interest that is to say —

Jan. Nov 1777 ... Pre 25.-
Jan. August ... 25.-
Jan. December ... 25

Pardas 15.22.

Know all Men by these Presents that I the Subscriber of Madras Cutcherry
Merchant Headman Inhabitant and Native of Porto Novo
December 1776
Witness

(Signed)

Sub Cass

Vellanamatha Chandoo

Linguist

Mem. Chas. Brooke
Atty for the Complt

Vellanamatha Chandoo
Sub Lieutenant of Mr. Lemaire Company of Native Foot
& Lieutenant in Dillo for the Defendant

Fort St George
20th May 1778

Pardas 15.22

Errors Excepted
Jno Sedgwick

Mayor's Court at Madrazpatnam } Tuesday the 28th Day of July Anno Domini 1778

Present

The Hon.ble James Call Esquire Mayor
Colson Bowerbank Dent and
Edward Carron — Aldermen —

Between Cayspar Leal of Madras Inhabitant Plaintiff by his Attorney Jean Lubatti and by his Attorney Antonio De Costa of Madras Inhabitant and Complainant and Vellanamatha Chandoo of the same Place Merchant Defendant —

Upon Reading the Records of this Court that the said Parties have appeared for the Defendant to answer the Complainants Bill which he has further neglected doing This Court doth therefore think fit the Order and Decree and this Court doth hereby Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Eighty four Pagodas and Twenty Two fanams Pags 75.22 / five Pagodas and Twenty Two fanams of Madras Current Money with the allowed Interest as now is or shall Become due thereon with all full Payments made allowed Interest thereon with all full Payments made allowed

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Filed the 10th June 41

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Showeth unto
Hon'ble Court Your Orator Ramachellum of Madras Inhabitant
by his Attorney Jean Dr Silva of the same Place Inhabitant
Calendar and Examinant taken of the same Place Inhabitant
Brother and Heir of Pallayah late of Madras aforesaid Inhabitant
Deceased Humbly Sheweth unto Your Orator in the full and Just
Sum of Three Hundred and Sixty three Pagodas Fanams One Fan
and Thirty four Cash Current Money of Madras Making
Sterling Money of Great Britain at the Rate of Eight
Fanams Pagoda the Sum of One Hundred and Forty four Pounds
Shillings and Eight Pence as Memorandum or Account thereof
large Appears hand Annexed Current and Copy of and Signed
with Power of Attorney hereunto Annexed for the Cognizance
this Hon'ble Court of Request Your Orator further Sheweth
Not Only Deposed Executors of the Estate and Effects of the
Chengamah and Pallayah But they Caused Calendar and
Examinad as Heirs Actually Promised to pay the aforesaid Sum
or Sums of Money to Your Orator and Your Orator further Sheweth
unto this Hon'ble Court that they the said Defendants
Assisted by Means Unjustly Designed Contrived and

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Three Pagodas Thirty One Fanams and Five Cash

But Notwithstanding this Hon'ble Court
the said Calendar and Examinad Notwithstanding their aforesaid
Promises Obstinately and Wilfully Refuse to pay the Same or to Give
Your Orator any Manner of Satisfaction touching the Premises
Your Orator therefore Prays a Genl & Retd Subpoena Issue
and to this Hon'ble Court shall Appear Agreeable to Equity and
Good Conscience To the End therefore that the said Calendar
And Examinad may upon their Several and Respective 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
Interrogated and that they may be Decreed to
Pay unto Your Orator the aforesaid Sum of Three Hundred &
Sixty three Pagodas Thirty One Fanams and Thirty four Cash with
all Such Further Answers as shall hereafter be Required this thereon
also all Costs of this Suit

May it Please this Hon'ble Court to
Cause the said Calendar and Examinad to be Summoned and
Required by this Sheriff of Fort St George Peons of Madrasputnam
and this Defendants 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 Thereunto and thereto

Stand Committed by Such Order and Decree thereon as the
Honble Court shall Seem Meet

2 June 1773

John Lyles
Attorney for the Complainant

This Bill was Sworn to and Subscribed
the Day of Abscondment and the Complainant
having Made Oath to the Contents of the Demand
and that he has Reason to believe the Defendant
will Abscond the Consideration of this Court was
hearing that this Bill be filed Against them
Let a Summons Returnable Immediately and
Warrant of Arrest issue

James Call
Mayor

In Cabinet and Commanda Bathurst and
Cimanazah Pallapah Account Current Bills
Pennachellum.

772							
March	16	1 Cash Paid Company Pallapah Batta Road	200			Cash Paid Company Pallapah Batta Road	200
April	6	1 Cash Paid Company Pallapah Batta Road	200			Cash Paid Company Pallapah Batta Road	200
		Batta at 2 Rupees 20					
		Batta at 2 Rupees 20					
		1 Cash Paid Company Pallapah Batta Road	200			Cash Paid Company Pallapah Batta Road	200

Stand Committed by Lucks Cutler and Dunn Commissioners
For the Court shall Seem Meet
2 June 1773

John Lukes
Attorney for the Complainant

Pro Cata Tree and Sunnadah Pallam and
Cunnapah Pallapah Account Current with
Pachellum

1772					
March	16	To Cash Paid Sundry Charges			
		To Pallapah Salary Ditto	200		
April	6	To Cash Paid Sundry Charges			
		To Pallapah Salary Ditto	20		
		To Cash Paid Sundry Charges			
		To Pallapah Salary Ditto	20		

Greeting

To all People to whom these Presents shall come

Whereas Celestine and Sunnadah of Madras Inhabitant Brothers and Heirs of Pallapah late of Madras aforesaid Inhabitant Deceased on their Ballances of an Account Current bearing Date the Twenty third Day of April in the Present Year of Our Lord One Thousand Seven Hundred and Seventy Eight Rendring and a Bond or Obligation Stand Indebted unto Peter Pallam of Madras Inhabitant in the Sum of Three Hundred and Sixty three Pagodas Thirty One Fanams and Thirty four Cashs Current Money of Madras on Account of the Estate of the said Deceased Arisen and by the said Account Current May Appear Now Know Ye that the said Monachellam for a Valuable Consideration to him in hand paid by Isaac De Silva of Madras Inhabitant after the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Monachellam doth Assign and Set Over and by these Presents doth Assign and Set unto the said Isaac De Silva the said Bond

and that the Complainant Peter Pallam Defendant Celestine do Answer the Complainants Bill within the Space Eight Days after Service of the Court doth therefore think fit the Order and Decree and doth accordingly Order and Decree that the Defendant Celestine shall Pay unto the Complainant the Sum of Two Hundred and Eighty One Pagodas Thirty Two Fanams and Fifty Seven Cashs Principal Money Interest and Costs of Suit

Pag. 281. 32. 57 Principal with all such Interest as aforesaid and Costs of Suit to be Computed Decree and Order as aforesaid Payment is made

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Know all Men by these Presents that We Peter Lee Esquire and Thomas Lee Esquire
of Prince William County and Commonwealth of Virginia are held and firmly bound
unto the Right Honorable Thomas Lord Fairfax Baron of Cameron in the Kingdom
of Great Britain in the Penal Sum of Ten Thousand Pounds Current Money of
Virginia to be paid to the said Thomas Lord Fairfax his Heirs or Assigns for the
true Payment whereof We bind ourselves our Heirs Executors and Administrators
jointly severally and firmly by these Presents Sealed with our Seals and dated
this Twenty Eighth Day of April in the Year of Our Lord One Thousand Seven
Hundred and Seventy Eight

The Condition of the above Obligation is such that whereas the above bounden
Peter Lee Esquire hath been appointed Deputy Surveyor of the Northern Neck
of Virginia by the said Thomas Lord Fairfax Baron of Cameron and hath taken
upon himself the Execution of the Office of Deputy Surveyor of the said Northern
Neck of Virginia and hath appointed the above bounden Thomas Lee Esquire
his Deputy to act in the said Office of Deputy Surveyor of the said Northern Neck
of Virginia Now if the said Peter Lee Esquire his Deputy or Deputies shall
from time to time and at all times hereafter well and truly execute the said Office
of Deputy Surveyor of the said Northern Neck of Virginia and shall and will
from time to time and at all times hereafter well and truly pay or cause to be
paid unto the said Thomas Lord Fairfax his Heirs or Assigns all such Sum or
Sums of Money as shall be received by the said Peter Lee Esquire his Deputy or
Deputies for Fees Rents or Profits of the said Office of Deputy Surveyor of the
said Northern Neck of Virginia and shall and will from time to time and at all
times hereafter well and truly keep and preserve all Books Papers and Records
belonging to the said Office of Deputy Surveyor of the said Northern Neck of
Virginia and shall and will from time to time and at all times hereafter well and
truly perform and execute all and every other Act Matter and Thing which
shall or may be required of him the said Peter Lee Esquire his Deputy or
Deputies in the said Office of Deputy Surveyor of the said Northern Neck of
Virginia according to the Rules Orders and Directions of the said Thomas Lord
Fairfax his Heirs or Assigns or of his or their Agent or Agents for the time being
and shall and will from time to time and at all times hereafter well and truly
observe perform fulfil and keep all and every the Rules Orders and Directions
which shall be made by the said Thomas Lord Fairfax his Heirs or Assigns or
by his or their Agent or Agents for the time being touching or concerning the
said Office of Deputy Surveyor of the said Northern Neck of Virginia and shall
and will from time to time and at all times hereafter well and truly observe
perform fulfil and keep all and every the Articles Clauses Matters and Things
which on the Part and behalf of the said Peter Lee Esquire his Deputy or
Deputies are or ought to be observed performed fulfilled and kept according to
the true Intent and Meaning of a certain Indenture bearing even Date with
these Presents and made between the said Thomas Lord Fairfax of the one Part
and the said Peter Lee Esquire of the other Part and shall and will from time to
time and at all times hereafter save harmless and keep indemnified the said
Thomas Lord Fairfax his Heirs and Assigns and his and their Estate and Estates
of and from any Costs that may happen to be incurred by reason of the Premises
In Witness whereof the said Peter Lee and Thomas Lee have hereunto set their
Hands and Seals the Day and Year first above written

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

(L.S.)

(569)

Mayor's Court at
Madanaspatanam

Tuesday the 28th Day of July
Anno Domini 1778

Present

James Call Esquire Mayor
Colin Powerbank Dent and
Edward Carron } Aldermen

Between Ann the Wife
of Peter Delvalle
by her Attorney Grace Delvalle
Widow Substituted Complainant
and Catherine and Dominadata of
the same Place Substituted Defendants

It appearing by the Record of this Court that
the Usual Rules have been served for the Defendant Catherine to Answer
the Complainants Bill which she is to Plead Answer or Demur this
Court doth therefore direct and Order and Decree and doth
Accordingly Order and Decree that the Defendant Catherine shall
Pay unto the Complainant the full and just Sum of One Hundred
and Eighty One Pagodas Thirty two Fanams and fifty Seven Cash
Pags. 181. 32. 57 Together with all such Interest as now is or
shall become due thereon and till full Payment is made

Filed 28 May 1717

To the Right Honble the Master
of the Court of Chancery

Humbly Complaining Shew unto your Honour
Your Honours Loyall Subject Thomas Tellinge Esqr
Clerk in Ordinary to the Right Honble Sir Joseph Jekyll Master of the Rolls
by his Attorney in this Cause That whereas Contada Vincata Chanoy late of
Mundalum in the East Indies Merchant was in his Life time and at the time of his
Death Indebted unto your Orator in the Sum of Two Thousand Nine Hundred
Pagodas as by the Account Current Marked A to this Bill annexed for the Inspection
whereof your Orator prays leave to refer himself unto the same appears Which
Said Sum of Two Thousand Nine Hundred Pagodas your Orator hath often
demanded of the Executors of the Said Contada Vincata Chanoy but they refuse
to pay the same Your Orator therefore humbly prays that the Executors of the
Said Contada Vincata Chanoy may be decreed to pay unto your Orator the Said
Sum of Two Thousand Nine Hundred Pagodas with Interest for the same
from the Time of the Death of the Said Contada Vincata Chanoy and that
they may be Compelled to Discover what Effects they have Come to the Hands
of the Said Contada Vincata Chanoy and how the same have been Disposed of
And your Orator shall Pray &c

A

himself to pay unto the said Tellinge Chitty Whatever Sum or Sums of
Money should Rise and arrive Due by and Upon a Certain Account Current
Exhibited by the said Contada Vincata Chanoy on the
Twenty Eighth Day of the Evening of the said Month, and whereas it Appears
by the said Account Current Annexed unto this Your Orator's Bill of
Complaint That the said Contada Vincata Chanoy was on the Twenty
Seventh Day of the said Month of July indebted unto Your Orator
in the Sum of One Thousand and Nine Hundred Pagodas as Both
More particularly Appears by an Account Current Marked B
Annexed for the Inspection of this Honble Court which Your
Orator prays may be Admitted as part of this his Bill of Complaint
which Said Sum or any part thereof Your Orator Discharged by the
Said Contada Vincata Chanoy on the said Mundalum And
Your Orator Shews to the said Mundalum that frequently
and at Sundry times promised and Undertook to pay and
Discharge the Same Which Promises and Undertakings upon the Premises
Ought to be performed by the said Mundalum And
Your Orator Charges that the said Mundalum Combining
and Confederating with the Said Contada Vincata Chanoy
Contriving and Intending how to Defraud your Orator
of the Said Sum of Two Thousand Nine Hundred Pagodas
Pretends that the Said Contada Vincata Chanoy
Died Indebted unto him in a Considerable Sum of Money
Which he Pretends to Retain in his Hands for Payment
of his Debts Whereas your Orator Charges that the Said
Contada Vincata Chanoy Died Indebted unto your Orator
in the Said Sum of Two Thousand Nine Hundred Pagodas
and no more And your Orator Charges that the Said
Mundalum Combining and Confederating with the Said
Contada Vincata Chanoy Contriving and Intending how
to Defraud your Orator of the Said Sum of Two Thousand
Nine Hundred Pagodas Pretends that the Said Contada
Vincata Chanoy Died Indebted unto him in a Considerable
Sum of Money Which he Pretends to Retain in his Hands
for Payment of his Debts Whereas your Orator Charges
that the Said Contada Vincata Chanoy Died Indebted
unto your Orator in the Said Sum of Two Thousand
Nine Hundred Pagodas and no more And your Orator
Charges that the Said Mundalum Combining and
Confederating with the Said Contada Vincata Chanoy
Contriving and Intending how to Defraud your Orator
of the Said Sum of Two Thousand Nine Hundred Pagodas
Pretends that the Said Contada Vincata Chanoy
Died Indebted unto him in a Considerable Sum of
Money Which he Pretends to Retain in his Hands for

Mundalum in Account Current with Timachellum Chitty Administrator to the Estate of Muthiyalu Chitty Deceased

To the Amount Principal of Your Mortgage Bond in favour of the said Deceased of this Date Two Thousand four Months from this Date Interest payable Quarterly at the Rate of 12 p Cent p Annum which Interest you have frequently and at sundry times promised to pay me	1500	-	-		
To Ballance of Account to Closing Account of this Date being your Acknowledged Marked Bond which you was bound to pay to the said Deceased in this Life time as Appears by a Security Bond dated the 25th Day of July 1760 in favour of the said Deceased which Bond Interest you have frequently and at sundry times promised to pay me	1900	-	-		
	3400	-	-		
To Interest on the following Sums to this Day at the Rate of 12 p Cent p Annum viz me dt					
One Leg 1500 ... for 36 y. 8 d.	660	18	-		
One Leg 1900 ... 36 y. 28 d.	558	17	48	1218	35 48
Pagodas				1553	35 48

1777 March 25	By Ballance due this Day			1553	35 48
Pagodas				1553	35 48

Fort Saint George 25th March 1777

Errors Excepted

D

51

Exd

(574)

Candalore Moorcumbareeng Chitty

B.

Know all Men by these Presents that I Candalore Moorcumbareeng Chitty of Madras Merchant am held and firmly bound unto Hurrichund Cumma Setty and Emir Ermullah both of Madras Merchants in the Sum of Pagodas Eighteen Hundred Current of Madras for the Payment of which well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this 1st day of July Anno Domini 1740

The Condition of this Obligation is such that if I the above bounden Candalore Moorcumbareeng Chitty my Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Hurrichund Cumma Setty and Emir Ermullah their Executors Administrators or Assigns the full Sum of Pagodas Eighteen Hundred Current of Madras aforesaid on or before the first day of January which will be in the Year of our Lord One Thousand Seven Hundred and Forty one without Fraud Coven or Delay Then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of us

Candalore Moorcumbareeng Chitty

Ramalinga Aiyan

Ramalinga Aiyan

Hurrichund Cumma Setty

Emir Ermullah

52 (575)

June 26th 1740

I Mandatoum brother to Cuddalore Mudliyar and Manager of the Affairs of Cuntada Venkata Chetty do hereby Acknowledge to have borrowed and Received of Sellooraya Chetty the Company's Merchant a Sum of Pagodas 1500 Current of Madras for Securing Repayment of which I do hereby Mortgage the following Jewels Viz.

One Jewel Sword with a Pendant of 7 Peards and Chains Weighing Pagodas 4 3/8 Valued Pags. 120

A Jewel called Jiggy with a Pendant of 12 Peards Weighing Pagodas 26 3/8 Valued Pagodas 120

One Necklace set with Diamonds and Rubies with a Jewel Pendant of 5 Peards weighing Pagodas 30 5/8 Valued Pagodas 250

One Piece of Board Weighing Pagodas 19 1/2 Valued Pags. 50

One Jewel Sword set with Diamonds Viz the Middle and a Chain with two Pendants of Emerald 2 Rubies and 2 Peards weighing Pagodas 3 1/2 and Valued Pagodas 600

In all 15 Jewels Valued at Pags. 1150

Should I not repay the above Sum Principal or Interest or sufficient Security for the above Debt in 40 or 5 Days and do Quit Possession of the Mortgages Bond to be discharged and Monthly by paying the Principal and Interest at 12 p Cent

Signed by

Mandatoum

A Jewel Sword Valued at Pags. 40 Cannot be found in the Original Valuation Lampoon by the Company's Servants Subsequent

July 25. 1780

Know all Men by these Presents that We Alexander Chilly
Chilly the Elder & Alexander Chilly the Younger
all of the City of Charles Town in the State of South Carolina
and Province of Georgia are held and firmly bound unto
the Honorable Commissioners of the Navy for the
time being in the Sum of Ten Thousand Pounds Sterling
to be paid to the said Commissioners of the Navy for the time being
their Successors or Assigns for which Payment well and truly to be made
We bind ourselves and each of us in the whole our and each of our
Heirs Executors and Administrators jointly severally and firmly by these
Presents Sealed with our Seals and dated this twenty fifth day of
July in the Year of our Lord One thousand seven hundred and
eighty and in the Fifth Year of the Independence of the United States
of America

The Condition of the above Obligation is such that if the above bounden
Alexander Chilly Chilly the Elder and Alexander Chilly Chilly the Younger
their Heirs Executors or Administrators or any of them do and shall well
truly and duly account for all such Sum and Sums of Money as they or any
of them shall receive by Virtue of a Commission bearing Date the Twenty
fifth day of July in the Year of our Lord One thousand seven hundred
and eighty for the Sale of the Ship or Vessel called the Dolphin
and Cargo on board of her and shall pay the Balance that shall appear
due on the Settlement of the Account of the Sale of the said Ship or Vessel
called the Dolphin and Cargo on board of her unto the Commissioners of
the Navy for the time being their Successors or Assigns then the above
Obligation to be void and of none Effect or else to remain in full Force
and Virtue

Sealed & Delivered
in the Presence of
Alexander Chilly
Henry Chilly
Alexander Chilly

Know all Men by these Presents that We Alexander Chilly
Chilly the Elder & Alexander Chilly Chilly the Younger
all of the City of Charles Town in the State of South Carolina
and Province of Georgia are held and firmly bound unto
the Honorable Commissioners of the Navy for the
time being in the Sum of Ten Thousand Pounds Sterling
to be paid to the said Commissioners of the Navy for the time being
their Successors or Assigns for which Payment well and truly to be made
We bind ourselves and each of us in the whole our and each of our
Heirs Executors and Administrators jointly severally and firmly by these
Presents Sealed with our Seals and dated this twenty fifth day of
July in the Year of our Lord One thousand seven hundred and
eighty and in the Fifth Year of the Independence of the United States
of America

The Condition of the above Obligation is such that if the above bounden
Alexander Chilly Chilly the Elder and Alexander Chilly Chilly the Younger
their Heirs Executors or Administrators or any of them do and shall well
truly and duly account for all such Sum and Sums of Money as they or any
of them shall receive by Virtue of a Commission bearing Date the Twenty
fifth day of July in the Year of our Lord One thousand seven hundred
and eighty for the Sale of the Ship or Vessel called the Dolphin
and Cargo on board of her and shall pay the Balance that shall appear
due on the Settlement of the Account of the Sale of the said Ship or Vessel
called the Dolphin and Cargo on board of her unto the Commissioners of
the Navy for the time being their Successors or Assigns then the above
Obligation to be void and of none Effect or else to remain in full Force
and Virtue

Sealed & Delivered
in the Presence of
Alexander Chilly
Henry Chilly
Alexander Chilly

and this Defeasance as well the said Account Current Signed and by the said
Bonds may Appear. Now Know ye that the said Alexander Chilly
Chilly for a Valuable Consideration to them in hand paid by Narcissus
Rodrigues of the same place Merchant at or before the Sealing and
Delivery of these Presents the Receipt whereof they the said Alexander Chilly
Chilly Do thereby Acknowledge & the said Alexander Chilly Chilly
his Heirs Assigns and Attorneys and by these Presents Do Bargain and
Release unto the said Narcissus Rodrigues the said Account Current and
the Assigned Bonds therein Recited and Specified and the Moneys or
the Assigned Principal and Interest thereupon Due and Owing and
Accruing Principal and Interest thereupon Due and Owing and
which may become due thereon and all their Right and Interest of in
and to the same and Every part thereof and the said Alexander Chilly
Chilly for the Consideration Aforesaid Hath made Constituted and
Appointed and by these Presents Doth make Constitute and Appoint
the said Narcissus Rodrigues his Executors and Administrators his
true and Lawfull Attorney and 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 Narcissus
Rodrigues his Executors Administrators and Assigns to Ask Require
Demand and Receive of the said Alexander Chilly his Heirs Executors and
Administrators the Money due and to become due on the said
Account Current and the Bonds therein and on non Payment
thereof the said Narcissus Rodrigues his Heirs Executors and
Administrators to Sue for and Recover the same and Payment
thereof to Release and Discharge and Acquittance and the Assigned

thereof and Cross-mover Attorney or Attorneys under him to Complaint and Whatsoever thereof. Same part Defendant his Attorney or Attorneys under him shall Lawfully do or cause to be done therein or thereof. Annachellum Chetty Do thereby Allow and Assume and thereof. Annachellum Chetty Do Covenant with thereof. Same part Defendant that he the said Annachellum Chetty shall and will from time to time Indemnify and Save Harmless the said Pattumma of thereof Account of or any part thereof and thereof shall or will Release or Discharge the or any part thereof but will Answer and Allow of all Lawful Payments for Recovery thereof by thereof. Same part Defendant saving hereof Annachellum Chetty hereunto set and seal the day happy unto him thereby. In Witness whereof thereof. the said Annachellum Chetty to the Documents as the Land and Substantial three Lawful Seals the Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
in the Presence of Sept Signers to be had
and their Presence of
Jurors
for Interpreter

Mayor's Court
Madrasapatnam
Tuesday the 23. Day of
Anno Domini 1771

Present

James Call Esquire Mayor
Peter Perkebank Dent and
Edward [illegible]

Between Annachellum Chetty
Administrator of the Father Pillaiyaga
Chetty Deceased by his Attorney Narrainsawmy
Pedagopa Plaintiff and Substituted Complainant
named and Annachellum Chetty deceased
at Present by Madras Substituted Defendant
and

Appearing by the Records of this Court
that the Space of Six Months from time Limited by his Majesty
Courts for Elapsed since the Return of the Warrant of Superintendence
issued against the Defendants Effects and that the Defendant
Appeared to the Complaint
hath not made any Appearance in Court the Answer the Complaint
named Bill. This Court doth therefore think fit the Order
and Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and
just Sum of Fifteen Thousand Four Hundred and Eighty Seven
Pagodas Twenty four Fanams and Forty Eight Cashes Pags. 15487
35. 48 Together with the Allowed Interest as now is or shall
hereafter become Due thereupon made till full Payment is made
also all Costs of this Suit

Decree

To the Worshipful the Mayor
Court of Madras Spatium

Humbly Complaining Sheweth unto this
Worshipful Court Your Orator Pagaramadien Rayen of Tongatoor
by his Attorney Mr Stephen Lewis of Madras Gentleman that
Pedambaram Pongaya Comychetty Ramandachetty Ramachetty
all of Tongatoor Inhabitants stand Indebted unto Your Orator
in the Sum and Sums of Two Hundred and Ninety five
Pagodas and Nineteen Fanams Current Money of Madras
Making in Sterling Money of Great Britain £100 0 0
of Eight Shillings for every Pagoda the Sums of Current Rupees
Seventeen Hundred and Sixty Eight Rupees as by Bond
and Account Current Signed by Translation of Two Mortgage Bonds or
Obligations and Account and Copy of an Agreement with the
Attorney hereunto Annexed for the Inspection of this Worshipful
and unto which Your Orator Prays may be Allowed as part of
this Bill of Complaint The Original Mortgage Bonds
Shares and an Agreement with the Power of Attorney being in Your Orator
Attorney Custody and Ready to be produced for the Inspection of this
Court if Required and Your Orator further Shews unto this Worshipful
That the said Pedambaram Pongaya Comychetty Ramandachetty
Ramachetty and Pedambaram Pongaya Comychetty Ramandachetty
Oddamachetty the said Sums of Two Hundred and Ninety five Pagodas
and Nineteen Fanams

(581)

55

and Pertinaciously and Wilfully Refuse to Pay the same or
Any part Your Orator any Manner of Satisfaction touching the Premises
Your Orator therefore Prays a General Relief unto this Worshipful Court
and that the said Pedambaram Pongaya Comychetty Ramandachetty
Ramachetty and Oddamachetty may upon their Several and Respective
Corporal Oaths full true Direct and Perfect Answer Make to all
and Singular the Matters and things herein before Set forth and
Required fully Truly and Effectually to all Intents and Purposes
as if the same were Here Again Repeated and Particularly Interro-
gated and that they may be Decreed to Pay unto Your Orator the
aforesaid Sum of Two Hundred and Ninety five Pagodas and Nineteen
Fanams with Lawful Interest for the same or that Otherwise they become
Just thereunto Also all Costs of this Suit

May it please this Worshipful Court to Cause the said
Pedambaram Pongaya Comychetty Ramandachetty and Oddama-
chetty to be Summoned and Required by the Sheriff of Fort St George
or his Deputy to Come and Personally be
before this Worshipful Court at a certain Time and place
to be and Appear before this Worshipful Court at a certain Time and place
to be Assigned for the Purpose and Appointed then and there
to Abide by this Worshipful Court Decree and further to
be Done in the Premises as Your Orator's Bill of Complaint and further to
Stand to and Abide by such Order and Decree therein and unto this
Worshipful Court shall Seem Meet

John Lewis
Attorney for the Complt

25th Feby 1778
Let a Subpoena Issue returnable this Day fortnight
as prayed and the Complainant's Attorney
Make Oath to the Truth of his Demand and that to
the best of his Knowledge these Defendants are about the Depart
from the Jurisdiction of this Court Let Summons Returnable
Immediately

Translation of a Mortgage Bond or Obligation Dated the 5th December 1771

Know all by these Presents that we Obligated Dabee Doorgy Pursaud Roy and Ramanaut Roy Pursaud Roy and Ramanaut Roy are Indebted unto Our Sovereign Lord the King in the Sum of (400) Four Hundred Pagodas and that we Obligate Mortgage the Same Unto His Said Majesty his Heirs and Successors by these Presents Know ye therefore that We the Above bounden Obligators and Each and Every of Us Do Hereby Bind Our Heirs Executors and Administrators Jointly and Severally Firmly by these Presents Our Ground Situated in the Black Town Containing in Length (255) Two Hundred and fifty five Cubits and in Breadth (200) Two Hundred Cubits Bounded and Known by the Following Boundaries to the East by the Ground belonging to Pursaud Roy to the West by the Ground belonging to Ramanaut Roy to the North by the Ground belonging to Pursaud Roy and to the South by the Ground belonging to Ramanaut Roy which Ground We have Borrowed and Received of You the Sum of (200) Two Hundred Pagodas Current of Madras which Sum We Promise to pay at the End of Four Months with Interest thereon at the Rate of Eighteen per Cent per Annum in Default of such Payment the Interest that may become due thereon to be Added to the Principal and Interest Carried on Together and You are Empowered to Sell the said Ground for the said Principal and Interest Amounting to Four Hundred and fifty four Pagodas Each Cubit of the Ground and Interest Carried on Together and You are to Return to us the Overplus if any Remains after Deducting the Principal and Interest Aforesaid and Our Heirs Executors and Administrators shall have no Right or Title to the said Mortgaged Premises but the Same shall Absolutely Vest in You Your Heirs Executors and Administrators Witness Pottamanaden Ramanaujam and Rayapatchander by their Knowledge and by the Consent of Pursaud and Veddamanickum Dabee and Signed by the said Ramanaujam

(Signed) Ramanaujam

The aforegoing is said to be a true Translate as appears on record before me Original in the Gentoo Language by Cadambadee Interpreter

John Sykes
Attorney for the Company

Translation of a Mortgage Bond or Obligation Dated 27th February 1771

Know all by these Presents that we Obligated Dabee Doorgy Pursaud Roy and Ramanaut Roy Pursaud Roy and Ramanaut Roy are Indebted unto Our Sovereign Lord the King in the Sum of (400) Four Hundred Pagodas and that we Obligate Mortgage the Same Unto His Said Majesty his Heirs and Successors by these Presents Know ye therefore that We the Above bounden Obligators and Each and Every of Us Do Hereby Bind Our Heirs Executors and Administrators Jointly and Severally Firmly by these Presents Our Ground Situated in the Black Town Containing in Length (255) Two Hundred and fifty five Cubits and in Breadth (200) Two Hundred Cubits Bounded and Known by the Following Boundaries to the East by the Ground belonging to Pursaud Roy to the West by the Ground belonging to Ramanaut Roy to the North by the Ground belonging to Pursaud Roy and to the South by the Ground belonging to Ramanaut Roy which Ground We have Borrowed and Received of You the Sum of (200) Two Hundred Pagodas and Now and Our Urgent Occasion having Borrowed and Received of You the Sum of (68½) Forty Eight & Half Pagodas on the said Mortgage which Sum & Promise to pay and the Same with the Interest of the said Mortgage Bond with the Interest as may become due thereon at the rate of 18 p.Cent p.Annum Witness Pottamanaden Ramanaujam and Rayapatchander by their Knowledge and by the Consent of Pursaud and Veddamanickum Drawn and Signed by Ramanaujam

(Signed) Ramanaujam

The aforegoing is said to be a true Translate as appears on record before me Original in the Gentoo Language by Cadambadee Interpreter

John Sykes
Attorney for the Company

Know All People to Whom by these Presents shall Come
Greeting Whereas Putumbarawa Pongara of Covey cherry Mooredar Chetty
and Widow of Trichinopoly Inhabitant on the Ballance of an Account
bearing Date the Twenty fifth Day of January in the Present Year of Our Lord
One Thousand Seven hundred and Seventy Eight stand Indebted Unto
Pagavanthal Regenaden of Trichinopoly Inhabitant in the Sum of Two
Hundred and Ninety three Pagodas and Nineteen Fanams Current
Money of Madras Arising upon Two Mortgaged Bonds or Obligations
assigned by the said Account May Appear Now Know Ye that the
said Pagavanthal Regen for a Valuable Consideration to him in hand
Paid by Adolphus Smith of Madras Inhabitant at or before the Sealing
and Delivery of these Presents the Receipt whereof is hereby Acknowledged
Hath Assigned and Set Over
and by these Presents Doth Assign and Set Over unto the said
Adolphus Smith the said Mortgage Bonds or Obligations and Account
and the Money on Account Principal and Interest thereupon now
due and Owing and which hereafter may become due therein and all his Right
and Interest of and to the same and every part thereof and the said
Pagavanthal Regen for the Considerations aforesaid hath made Constituted
and Appointed and by these Presents Doth Make Constitute and
Appoint the said Adolphus Smith his Executors and Administrators
his true and lawfull Attorney and 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 Adolphus
Smith his Executors Administrators and Assigns to Ask Require
Demand and Receive of the said Putumbarawa Pongara Covey chetty

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Mayor's Court
Madraspatanam

Tuesday the 4th Day of May
Anno Domini 1708

Present

James Hall Esqre Mayor
Edwd. John Holland and Edwd. Saunders
Aldermen

Between Rogonaden Pillay
Rogonaden Pillay Inhabitant by
his Attorney Adolphus Arnold Esq
Matthias Inhabitant Complainant
and Richard Benjamin Cooy
Chetty Merchant & Charles and
Veddenayagoll Pillay Inhabitants
Joint Defendants

The Defendant Cooy Chetty Merchant & Charles 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 Defend
ant shall pay unto the Complainant the Just and Just Sum of
Ninety Seven Pagodas Thirty four Fanams and Sixty Cash
P. Rog. 97. 34. 60. Therefore with the Allowed Interest as now is
or shall Become due thereupon until the Full Payment is
Made as also all Costs of this Suit

Fort St. George 15th June 1778

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court
Your Orator Peter Pugh of Madraspatnam Taylor and Liable
Your Orator did on the Fourth day of August the Year of Our
Lord One Thousand Seven Hundred and Seventy Eight pass and deliver
to James Dyball Esqr Master of the Ship Pondicherry Lying then
Many Leagues from the Port of Madraspatnam aforesaid belonging
Said Ship or Vessel the Property of Robert Dyball Esqr and
further Sheweth that the said Ship or Vessel Sailed
Dyball Esqr for the Port or Place of her Destination
Orator received the Hire or Freight of the said Ship or Vessel
Returning and that Your Orator further sheweth that the said
Said Ship or Vessel is now Lying in the Port of Madraspatnam aforesaid
Said Orator that the Said James Dyball Esqr
Master of the said Ship or Vessel Pondicherry
Port of Madraspatnam aforesaid Mariner
Orator having frequently demanded the Hire or Freight
of the said Ship or Vessel Pondicherry
Master of the said Ship or Vessel Pondicherry
Pugh the Complainant in this Cause
Ship or Vessel Pondicherry
Master of the said Ship or Vessel
Your Orator and Refuses to pay the same
Manifest injustice

Defence and Concurrence Against the said James Mercill for that the said
James Mercill hath detained and doth still detain the said Ship or Vessel Pondicherry
Standing the same in the Property of Your Orator and doth convert the same
to his own use and Service to the damage and Injury of Your Orator of
Twenty Pout Pagodas a day from the said Eleventh day of May being
the Time when by Your Orator could have for the Setting out of the said
Ship or Vessel Pondicherry Your Orator Owns fly be fore and To the End
Therefore that the said James Mercill may appear this Corporal Oath full
true direct and perfect Answer Make to all and Singular the Charges
Matters and things herein before Set forth and Alledged as fully truely
and Effectually to all Intents and Purposes as if the same were here
again Repeated and Incouraged and that he may be Decreed to
Account with Your Orator the said Ship or Vessel Pondicherry with the Cargoe of
Rice upon Board the same when this Court shall Adjudge by reason
of Damages as Sustained by Your Orator by Means of the said
detention of the said Ship or Vessel aforesaid And that the said James
Mercill may be Sentenced to pay or Bring the said Ship or Vessel by the
Immediate Order of this Honble Court unto this Honble Court shall
have given Judgment in this Cause and that the said James Mercill
May be decreed to pay all Costs of Suit

May it Please this Honble Court the Cause aforesaid
James Mercill to be Summoned and Appear by the Sheriff of Fort Saint
George Esqr of Madraspatnam and the Sheriff to Return Forthwith to be
and Appear before this Honble Court at a Certain hour and place to
be by this Honble Court prescribed and Appointed Then and there to
Answer this Your Orator Bill of Complaint and further to stand to

Recd Interr. Writ

13th June 778

Plaint Bill Answer Interr Exhibits
Rejoinder Affidavits Exhibits
Depos Exhibits Writ Recd Dec.

George Proctor
Clerk of the Court

Mayor's Court Madraspatnam } Tuesday 15th Dec.r Anno Domini

Present

Thomas Call Esquire Mayor
George Proctor and Benj.n Robinson
Aldermen

Aldermen Absent

Parties and Bills Complained
and Answers thereto &c. Exhibited

In this Cause Defendant

Not Appearing by the Records of this Court that
Writ has been issued for the Defendant to Answer the Bill
Exhibited against him by the Complainant This Court doth
think fit the Complainant's Bill be taken pro Confesso and
that the Defendant do Stand committed to the Custody of the
Marshal and that the Bill be
for the Complainant

Ordered as above is shall hereafter become due thereon until the Same
Payment be made to the Clerk of this Court

Proctor

Fild 20th Dec.r 776

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful
Court Your Orator Modeliar Modeliar and Ramah Sawmy of Madras
Merchants that Brothers and Natt of Kings Sawmah Modeliar late
of this same place Merchant Deceased by their Attorney Ishen Maddox
of the said Place Inhabitant that Pallavaray Candapah Modeliar and
Pavanah Reddy of Cavaur Inhabitants Jointly and Severally indebted
unto Your Orator as the Brothers and Natt of Kin as aforementioned
in the Sum of one hundred Pagodas and Seventeen Fanams
current Money of Madras Making and Sterling Money of Great
Britain after the rate of Eight Shillings for every Pagoda the Sum of Seventy
four Pounds Fifteen Shillings and Sixpence as will more fully and at
large Appear by the Ballance of said Account Current Writing upon
their Board bearing date the Seventeenth Day of September in the Year of
Our Lord One thousand Seven Hundred and Seventy One Given under
their Hands with Seemah Modeliar and Chinapah Modeliar in
the Presence of Your Orator for this Sum the Said Your Orator and the
Said Seemah Modeliar lived and Resided in the same House as
One Family and that Jointly were Possessed of Goods Cattles and

Mentioned Court at Savannah aforesaid and place the Defendants Pullavancy Candapah Mordechai Sheftall Sarah Sheftall Benjamin Sheftall Levy Sheftall Reddy Sheftall and Sheftall Sheftall Executors of the last Will and Testament of Mordecai Sheftall deceased in the Plea of Trespass on the Case upon Promises to the Damage of the said Plaintiffs as they say to the Value of Ten Thousand Pounds Current Money of Georgia aforesaid and thereupon the said Plaintiffs by Charles Bromley their Attorney complain that whereas the said Defendants heretofore to wit on the Twenty Fifth day of March in the Year of our Lord One Thousand Seven Hundred and Seventy Six at Savannah aforesaid in the County aforesaid by their Certain Writing Obligatory sealed with their Seals and now to the Court here shown the Date whereof is the same Day and Year aforesaid Did Jointly and Severally acknowledge themselves to be held and firmly bound unto the said Plaintiffs in the Sum of Twenty Thousand Pounds Current Money of Georgia aforesaid to be paid to the said Plaintiffs when they the said Defendants should be thereunto afterwards Requested as by the said Writing Obligatory Reference being thereunto had may more fully and at large appear And the said Plaintiffs in fact say that although they the said Defendants afterwards to wit on the Day and Year aforesaid at Savannah aforesaid in the County aforesaid were Requested by the said Plaintiffs to pay the said Sum of Twenty Thousand Pounds Current Money of Georgia aforesaid in the said Writing Obligatory mentioned to the said Plaintiffs yet the said Defendants have not nor any or either of them hath or have paid the same or any part thereof to the said Plaintiffs but the same to them and each of them hitherto wholly refused and still do refuse to the Damage of the said Plaintiffs as they say to the Value of Ten Thousand Pounds Current Money of Georgia aforesaid and therefore they bring their Suit &c.

Charles Bromley Atty for the Complainant

Savannah 16th September 1771

We Pullavancy Candapah Mordechai Sheftall Sarah Sheftall Reddy Sheftall and Sheftall Sheftall Executors of the last Will and Testament of Mordecai Sheftall deceased Jointly and Severally acknowledge to owe unto Our Sovereign Lord the King the Sum of Twenty Thousand Pounds Current Money of Georgia aforesaid to be paid to the said Lord the King His Heirs or Successors for the Payment whereof well and truly to be made We bind Ourselves Our Heirs Executors and Administrators Jointly and Severally firmly by these Presents Sealed with Our Seals and dated this Sixteenth day of September in the Year of our Lord One Thousand Seven Hundred and Seventy One

The Condition of the above Obligation is such that if the above bounden Pullavancy Candapah Mordechai Sheftall Sarah Sheftall Reddy Sheftall and Sheftall Sheftall Executors of the last Will and Testament of Mordecai Sheftall deceased or any of them their or any of their Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Plaintiffs their Executors Administrators or Assigns the full and just Sum of Ten Thousand Pounds Current Money of Georgia aforesaid with Lawful Interest for the same from the Day of the Date hereof on or before the Sixteenth day of February next with the said Interest at the Rate of Seven Pounds per Annum Then this Obligation to be void or else to remain in full Force and Virtue

Signed Pullavancy Candapah
Sarah Sheftall
Reddy Sheftall for Savannah
Sheftall Sheftall for Savannah Reddy
Benjamin Reddy

(594) 10

Pullavarapu Gundapah. Moodeliar and Pennaul Reddy and Ramah Swamy Moodeliar and Ramah Swamy Pantulu and Mah of Pullavarapu Moodeliar

1774 Sept. 16 To Cash Advanced your Peons of the 16th Subscribers Bills from the 16th Sept. 1774 to the 2d Instt. 29 Days at 20 ℳ. per Cent. 44. . . 776 Sept. 16 By Balance due to the Day 676

Pagodas 676

Madras 16th September 1776
Errors Excepted
P

Know all People by these Presents that We Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar Merchants on the Coast of Coromandel in the Kingdom of Golconda and Subjects of the Nabob Walla Mahomed Ameer ul Omrah Bahauder Carnatic Walla Jah Nabob of the Carnatic Walla Shaun and Subahdar of the Soubah of Balagaut Merchant Duly Authorized by the Council of Fort St. George Agent for the Affairs of the Honble United Company of Merchants of England trading to the East Indies and Governor and Council of Fort St. George aforesaid Do hereby Acknowledge to have Received from Mr. John Maddox Merchant in the Service of the Honble United Company aforesaid the Sum of Pagodas Six Hundred and Seventy six being the Balance of Account Current between us and the said John Maddox to the 16th Day of September 1776 as per Account Current Signed by us and Dated the 16th Day of September 1776 Which Sum of Pagodas Six Hundred and Seventy six We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar for ourselves our Heirs Executors and Administrators do Covenant Promise and Agree to and with the said John Maddox his Executors Administrators and Assigns by these Presents in manner following (that is to say) That We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar our Heirs Executors and Administrators shall and will from time to time and at all times hereafter upon the Request Demand and Order of the said John Maddox his Executors Administrators or Assigns Pay or cause to be Paid unto him the said John Maddox his Executors Administrators or Assigns the Sum of Pagodas Six Hundred and Seventy six Current Money of Madras without Fraud Delay or Further Reference to Us our Heirs Executors or Administrators and in case We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar our Heirs Executors or Administrators shall not Pay the said Sum of Pagodas Six Hundred and Seventy six unto the said John Maddox his Executors Administrators or Assigns at the Time and in manner aforesaid that then We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar our Heirs Executors and Administrators shall and will from time to time and at all times thereafter Pay unto the said John Maddox his Executors Administrators or Assigns Interest for the same at the Rate of Twenty Pagodas per Cent. per Annum Current Money of Madras from the Day of the Date hereof until the Principal Sum of Pagodas Six Hundred and Seventy six shall be Paid and Satisfied in full and for the more Effectual Payment of the said Principal Sum of Pagodas Six Hundred and Seventy six and Interest as aforesaid We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar do hereby Mortgage and Pledge unto the said John Maddox his Executors Administrators and Assigns all that Piece or Parcel of Ground Situate Lying and Being at Pullavarapu aforesaid Bounded on the East by the Ground belonging to the Pagoda of Pullavarapu aforesaid on the West by the Ground belonging to the Heirs of Ramah Swamy Deceased on the North by the Ground belonging to the Heirs of Ramah Swamy Deceased and on the South by the Ground belonging to the Heirs of Ramah Swamy Deceased with the Appurtenances thereunto belonging and We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar do hereby Covenant Promise and Agree to and with the said John Maddox his Executors Administrators and Assigns that We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar our Heirs Executors or Administrators shall not nor will Sell Alienate Mortgage or Dispose of the said Piece or Parcel of Ground with the Appurtenances or any Part thereof unto any Person or Persons whatsoever without the Consent in Writing of the said John Maddox his Executors Administrators or Assigns first had and obtained for that Purpose and We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar do hereby Covenant Promise and Agree to and with the said John Maddox his Executors Administrators and Assigns that We the said Pullavarapu Gundapah Moodeliar and Pennaul Reddy Moodeliar our Heirs Executors or

Signed Sealed and Delivered
in the Presence of

Filed 7th January 1777

Bill of Complaint to be True in such Manner and Form as the same
are therein and thereby Set forth and Alledged to Demurr in Law there-
unto and for Cause of Demurrer Say, that it Appears by the Complai-
nants own Showing in their said Bill of Complaint that the said Bill
is Commenced by the said Complainants as Brothers and next of Kin
to Savanah Mordelloa Deceased and not as Executors or Adminis-
trators of the said Savanah Mordelloa, the Complainants cannot
therefore as these Defendants Conceive Legally Claim Demand Sue or
Maintain a Suit for and Recover any Debts Dues or Demands
belonging to the Estate of the Complainants said Brothers
Savanah Mordelloa Deceased or any ways interfere with the said
Deceased Estate without first Obtaining Letters of Administration
in their Majesties Court to the Estate and Effects of the said Savanah
Mordelloa These Defendants do not therefore think themselves liable
to the Payment of the Sum said to be owing to the Complainants
in the said Complainants Bill of Complaint mentioned so long as the said
Complainants do not duly Administer to the said Brothers Estate
Nor can either the said Complainants or their said Attorney for any
these Defendants from any Claim which the Executors or Administrators
of the said Savanah Mordelloa might make for the Sum said for in
the said Defendants were to pay the same to the said Complainants
or their said Attorney and for further Cause of Demurrer the said
Defendants Say that it Appears by the said Bill of Complaint that
the Bond or Writing for the Payment of which the said Action is
Commenced was Signed by Savanah Mordelloa and Emanuel
Reddy as Witness the said Defendant the said Savanah Mordelloa

Filed 12th April 1771

John Cole
Attorney for the Defendt

The Answer of [illegible]
and Ramah Swamy [illegible]
the Brothers and [illegible]
Madraas late of the same place
Defendants to the Bill of Complaint
of the above named Plaintiffs
Ramanadin Chitty and
Ramah Reddy Complainants

The said Defendants by
[illegible]

Said Bill of Complaint and Answer in such manner and form as the same
stand and thereby is set forth and Alledged and that there is no good cause
in Law contained in the said Bill of Complaint to Demur But that
the Complainants are justly entitled as Brothers and Next of Kin to
Seevanadien Mondeliar Deceased to bring or Commence any Suit or Suits
against any person or persons that Shall or may be Indebted to the said
Brothers in their Life time According to the Usage and Customs of the Malabars
which is Usage is that whatever Sum or Sums Brothers does Owe or
owes Debts either the One or the whole of them contracted the same must
be paid by the Surviving Brother and Brothers and what is due and Owing
to the Deceased Brothers is always stood to the Survivors, the families
being but as one and Like in Common, which Usage has been proved
to the Malabars time out of Mind and the Obtaining of Letters of
Administration from this Honble Court to their Brothers Effects is
intirely unnecessary because there is Always a Right Devolving upon
some of the Family who become Responsible upon the Death of the
Brother whether he leaves Effects or not that Complainants say that
it might be Necessary for the Malabars to take out Letters of Administ
ration from this Honble Court where Money is to be recovered from
Europeans, but it never has been obtained unnecessary Among the
Malabars which is Publickly and Notoriously known to
[illegible] Wherefore the Defendants Answering that the Complai
nants are to save Indemnified them from any Claim which the
Executors or Administrators of the said Seevanadien Mondeliar Might
Make for the Sum Said is entirely inconsistent with the Manner of
the Malabars transacting their Affairs, for the Defendant must
Obtain for them all the Effects of their Deceased Brother immediate

Bills of the Demurrer and the Pleadings and upon the Petition
Day between the Parties

The Complainants further by their Bill state that
on which the Defendants are Lands that they are entitled
the Defendants by Petition the Names of the Defendants Robert
in the Names of Jeremiah Woodlieve and Thomas Robert
Residence Dead but as they allege the Complainants
they the Executors being the Defendants the Residue
and Executors of the Petitioners Lessee Augustus Woodlieve
to what the Complainants have before stated that they
Demurrer of the Defendants or for any other Purpose
made the Payment of the Complainants Demand
Reasons the Complainants from the Suits Court
the Demurrer with Costs and Pleas each Relief
made to the Suits Court shall seem Meet

Chas. Bromley
Solicitor for the Complt

Extract from the Minutes of the Court held at
Town Hall on Friday the 14th Day of May Anno Domini

L.S.

Present

James Gall Esquire Mayor
John Twiss — Town Recorder
Edwd Lahon Collins
Edwd Parker

Jeremiah Woodlieve and Thomas Lawrence by their Attorney John Madden
versus
Sullivan Cunningham Woodlieve and Thomas Reddy

Bill William Assumpsit Covenant Translation of Bond Deed Assignment Trust
Demurrer Read
Pleadings Read

The Demurrer and Pleadings coming
on to be Argued and Determined this Day in the Presence of the
Attorneys on both Sides on Reading the Complainants Bill Written
and Assumpsit Covenant Translation of Bond and Deed Assignment
The Demurrer, Pleadings and Evidence On Hearing the Pleadings
Made thereof by the Attorneys and on Mature Consideration had
thereon, The Court are of Opinion that the Plea made thereof
by the Defendant to the Demurrer are Good and Sufficient
This Court doth therefore Order and Adjudge that the Demurrer be held Good and that the Complainants
Bill do Stand Dismissed with Costs

A true Extract

Filed the 22nd July 1812

To the Honble the Court
of Civil Judicature

Humbly Complaining Shewith unto your Honble Court Your Orator Lenthony D'Mel Mudaly Post Master Lent and Collector of the Revenue of the Honble the United Company of Merchants of England trading to the East Indies and Agent in the Settlement of Pulicat and Sullen Humbly Complaining Shewith unto your Honble Court Your Orator Lenthony D'Mel Mudaly Post Master Lent and Collector of the Revenue of the Honble the United Company of Merchants of England trading to the East Indies and Agent in the Settlement of Pulicat and Sullen

and Purposes in the same now Mentioned and Particularly Interrogated and that the May be decreed to Pay unto Your Orator the Aforesaid Sum of One Hundred and Twenty Seven Pagodas Six Fanams and Forty Cashes also all Costs of this Suit

Pray Process of this Honble Court to Issue thereby Summoning and Requiring the Sheriff of Fort Saint George Farmer of Maduspatnam and their Deputies Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer the Premises 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

S. Popham
Attorney for the Complainant

Feb.y 11th 10th May 1773

The Answer of Samuel Whitford
Lieutenant in the Service of the Honble the
United Company of Merchants of England
trading to the East Indies Defendant to
the Amended Bill of Complaint of
Jonathan Bullock Hartley Complainant

This Defendant now and at all times hereafter
saving and reserving unto himself all and all Manner of benefit and
Advantage of Exception to the many Uncertainties Errors Insufficiencies
Insufficiencies and Imperfections in the said Bill of Complaint
contained for Answer thereunto or unto so much thereof as this Defendant
is advised is Material for him to Make Answer unto he this Defendant
doth Answer and Say that he is ready to Account for and Pay unto
the said Complainant or the said Bullock Hartley and Jane
his wife such Sum or Sums of Money as shall appear to be Due
upon the Balance of such Account when taken and Stated
and this Defendant Submits that he ought not to be further
or otherwise Answer to the said Bill of Complaint and this
Defendant Denies all Combination Confederacy Unlawful
Agreement and Imperfection in the said Bill of Complaint
Contained without this that there is any other Matter Cause or
Thing in the said Bill of Complaint Contained Material or
necessary for this Defendant to Answer unto and not herein
and hereby well and sufficiently Answered Confessed Traversed
and Avoided or Denied is true to the Knowledge or Belief of
this Defendant All which Matters and Things this Defendant
is ready and Willing to Aver Maintain and Prove as this
Honble Court shall Direct and Humbly Prays to be hence
Dismissed with his Reasonable Costs in the Law in this behalf
most wrongfully Sustained

Saml Whitford

Sworn at the Office of the Right Honble the Master of the Rolls
in Chancery Lane London the 10th day of May 1773
before me

Jno Lewin

Plan of the Ship Bullock

Plan of the Ship Bullock

Amended Bill

Our Hon.r Depend.ce for Answer Mr Whitford
of Mr Pigott to Plead Bullock Hartley
and Jane his wife Plaint.s
Bill dated 22nd Nov.r 1770
Bullock Hartley Esq.r
Mr Whitford Jan.y 21st
for Lieut.t Sam.l Whitford

Plan of the Ship Bullock

Respectively Upon Oath of the said Nicholas Sinapah in the Letter of which a Copy is Annexed to the said Bill of Complaint, This Defendant further Answering Saith that this Dubash Sinapah whose name is mentioned in the said Letter from the said Charles Griffith is the same Sinapah before mentioned who Made the said Letter of which a Copy is Annexed to the said Bill of Complaint and as aforesaid, and this Bullock Master in the said Charles Griffiths Letter mentioned is the same who has the Commencement this Action on the Complainants in this Cause, and the Bullock People the same on whose Account the said Demand was made in the Regard to the last Article in the said Account for Sundry Expences for Eleven Months this Defendant Saith he does also Denie that the same or any Part thereof is due from or by him this Defendant this Defendant having paid every Necessary Expence Monthly on the Wages of the said Bullock People and that the said Sum for Sundry Expences was never Demanded until the said Unjust Account was Sent to this Defendant by the said Designing Dubash Sinapah, who this Defendant Conceives Must be in Confederacy with the said Complainant in the said Unjust Demand. This Defendant further Saith that he was before the Commencement of this present Suit ready and willing to Pay and did Repeatedly Offer to Pay unto the Complainant the said Sum of Forty three Pagodas and Twelve Fanams by him the said Defendant Acknowledged to be due as aforesaid, and this Defendant doth still Offer to Pay it to him the said Complainant or to his Agent being Very Desirous and Ever Ready to Pay the same to the Complainant or his Agent as this Defendant is in Honour and Conscience Bound to do. And this Defendant Lastly Saith that he is Ready to Appear to this Honble Court that the said Demand and Account are Unjust and Groundless and

Mayor Court } Friday the 14th Day of August
Pantheon } 1778

Present

James Call Esquire Mayor
John Turing George Proctor
Edm. John Holland Benj. Roebuck
Edward Garrow and Edm. Saunders

Aldermen

Between Jonathan Bullock Mosley Complainant and
Samuel Wilford Lieutenant in the
Service of the Honble United Company
of Merchants of England Trading to
the East Indies Defendant

This Cause coming on to be Heard and Debated
this Day in the Presence of the Attorneys on both Sides on Reading
the Complainants Amended Bill with the Answer and Copy
the Complainants Amended Bill with the Answer and Copy
of a Letter Annexed Also the Answer with Copy of a Letter Annexed
On Hearing the Pleadings read and Debated by the Attorneys
on each Side Ordered and Decreed that this Cause be
and the same is hereby Referred to Mr. Proctor one of
the Masters of this Court to Examine and State the Accounts
between the Complainant and Defendant and Report
Decreed that the Defendant do pay unto the Complainant
the Sum of Forty two Pagodas and Twelve Fanams that

(610)

To the Right Hon^ble the Lords Spiritual and Temporal in this
Hon^ble Court of Parliament assembled

In the Matter of the Petition of Sir Thomas Dyke Acland Bart
and others Owners of Estates in the Parish of Broadwood Kelly
in the County of Devon and Diocese of Exeter praying that
the Rectory of Broadwood Kelly aforesaid may be annexed to
the Vicarage of the said Parish

To the Right Hon^ble the Lords Spiritual and Temporal in this
Hon^ble Court of Parliament assembled

The Humble Petition of the Rector Churchwardens and Parishioners of the Parish of Broadwood Kelly in the County of Devon and Diocese of Exeter

Sheweth

That the Parish of Broadwood Kelly aforesaid is a Parish containing about Two thousand Acres of Land or thereabouts and the Number of Inhabitants in the said Parish are about Two hundred and Fifty

That the Rectory of Broadwood Kelly aforesaid is a Rectory of the Clear Yearly Value of Three hundred Pounds or thereabouts and is in the Patronage of the Right Hon^ble Thomas Earl of Portsmouth

That the Vicarage of Broadwood Kelly aforesaid is a Vicarage of the Clear Yearly Value of Two hundred Pounds or thereabouts and is in the Patronage of the Right Hon^ble Thomas Earl of Portsmouth

That the Vicarage House of Broadwood Kelly aforesaid is a small House and is not sufficient for the Residence of the Vicar of the said Parish and the Glebe belonging to the said Vicarage is not sufficient for the Maintenance of the Vicar of the said Parish

That the Rectory House of Broadwood Kelly aforesaid is a large House sufficient for the Residence of the Rector of the said Parish and the Glebe belonging to the said Rectory is sufficient for the Maintenance of the Rector of the said Parish

That the Rector of the said Parish of Broadwood Kelly is willing that the Rectory of Broadwood Kelly aforesaid should be annexed to the Vicarage of Broadwood Kelly aforesaid and that the Rectory House of Broadwood Kelly aforesaid should be appropriated for the Residence of the Vicar of the said Parish of Broadwood Kelly for the Time being

That the Patron of the said Rectory and Vicarage of Broadwood Kelly aforesaid is willing that the said Rectory of Broadwood Kelly aforesaid should be annexed to the said Vicarage of Broadwood Kelly aforesaid and that the said Rectory House of Broadwood Kelly aforesaid should be appropriated for the Residence of the Vicar of the said Parish of Broadwood Kelly for the Time being

That the Bishop of the Diocese of Exeter is willing that the said Rectory of Broadwood Kelly aforesaid should be annexed to the said Vicarage of Broadwood Kelly aforesaid and that the said Rectory House of Broadwood Kelly aforesaid should be appropriated for the Residence of the Vicar of the said Parish of Broadwood Kelly for the Time being

That the Lord Chancellor or Lord Keeper of the Great Seal of Great Britain for the Time being

(612)

(613)

71

Know Ye now that the said Dowdarby Cowndagorah Nairck
for a Valuable Consideration to him and his said Wife by Agathocles de
Cong of Madras Inhabitant also before the Sealing and Delivery of
These Presents the Receipt whereof he the said Dowdarby Cowndagorah
Nairck doth hereby Acknowledge he the said Dowdarby Cowndagorah
Nairck doth thereby Covenant and Agree and by these presents
doth Covenant and Agree unto the said Agathocles de Cong his said
Bond and the Money or Moneys Principal and Interest
thereupon due and Owing and which may become due thereon
and all the Right and Interest of him the said Dowdarby Cowndagorah Nairck for
that Purpose and the said Dowdarby Cowndagorah Nairck for
Him Executors and Administrators doth make Constitute and Appoint
and by these presents doth make Constitute and Appoint
the said Agathocles de Cong his Executors and Administrators
in Law and Law for all Attorney and Attorneys Irrevocable for
him and in his Name and the Name of his
Executors and Administrators but for the Sole and proper use and
benefit of the said Agathocles de Cong his Executors Administrators
and Assigns to ask Require Demand and Receive of the said
Cowndagorah Nairck his heirs Executors and Administrators
the Money due and to become due on the said Bond and on
Payment thereof for the said Agathocles de Cong his heirs
Executors and Administrators to Sue for and Recover the same
and on payment thereof to Release and Discharge therefore and Over
Power Sufficient Release and Discharge therefore and Over
Non Attorney or Attorneys under him to Constitute and with the same
Non Attorney or Attorneys under him

Stamp

Signed Sealed and Delivered
in the presence of
Sarah Powell
Viswanadah
Annoji
Madanapatnam

Dewan to Commodore
Anno Domini
Present
James Call Esquire Mayor
John Lawson and Edwd Carew

Between Dewan to Commodore
Peter Stanley by his Attorney Agnes Barbe
Do Corp. of Madras Inhabitant Comptt
and Edmund Peddy Farrier
of the same Place Defendant

The Defendant by his Attorney Mr. Johnson
saith he ought not to answer the Bill of the
Complainant Defend. This Court ought therefore to
dismiss the Bill with Costs and Demurr
Prays that the Defendant may answer the Complainant
the full and just Sum of Four Hundred Pagodas Principal
together with all such Interest as may appear to be due
Due thereon with full Costs of Suit

Dewan

2d July 1773

To the Worshipful the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Hon'ble Court Peter Stanley of Madras
Inhabitant by his Attorney Adolphus Smith of the same Place
Inhabitant that he Complainant Stands
Indebted unto the Defendant in the full and just Sum of Ninety
Seven Pagodas Current Money of Madras Making in Sterling
Four Pagodas

(616)

Every Page of the Sum of Ninety Six Pounds and Fourteen Shillings
and Whereof Oath and that Large Copies by Translation of the Bond or
Obligation and Copy of an Assignment on the Power of Attorney
hereunto Annexed for the Inspection of this Honble Court and that
Your Orator Prays may be Admitted as proof of this this Bill of
Complaint the Original Bond or Obligation and said Assignment
with the Power Attorney being in Your Orators Attorneys Custody
Ready to be Produced for the Inspection of this Honble Court as
Required and Your Orator further Sheweth unto this Honble
Court that the Defendant frequently and often Promised to Pay
Requested Payment from the said Summons to the Sum
of Ninety Two Pounds

But now so it is, May it Please this Honble
Court the said Summons to Obstinately and Unjustly Refuses
this Same to Pay Your Orator any Manner of Satisfaction
the Premises Your Orator therefore prays a Summons May Issue
to this Honble Court to Appear Personally to Answer
Oath Commands to the End Therefore that the Summons
May upon the Corporal Oath of Your Orator and Proof
Summons to be Allowed Singular the Matters and things
before Set forth and Alledged as fully Truly and Effectually to
Intents and Purposes as if the Same were Severally and
Particularly Interrogated and that the Summons to Defendant
Your Orator therein prayed Issue of Ninety Two Pounds
Such further and other Summons as to this Honble Court
all Cases of this Sort

May it Please this Honble Court to

Let the Summons Issue as Prayed
for this 18th

Jam. Hutton

Jam. Hutton of the Bond or Obligation Dated 22 June 1777

Summons Issue of Common Pleas Court Judge Woodd
Sum of Madras to Pay the Bond or Obligation to Mr. Mackays
Attach Goods of the Same Place Pursuant Act of Parliament
Sum Secured and Proviso of Act of the Same (92). Ninety Two
Pounds Current Money of Madras with Costs Summons to pay
Said Sum Current Money of Madras with Costs Summons to pay
the Demand on the Goods Attached as may become due thereon
at the Rate of 12 p Cent p Annum from Date this Obligation
to the Time of Payment and Costs Mayor Court Judge

(617)

Sum and Costs to be by this Honble Court pursued and Appended
thereto and thereto Answer this Honble Court Bill of Complaint
and further to Stand to and abide by such Order and Decree thereon
as this Honble Court shall Seem Meet

2 July 1778

John Sykes
Attorney for the Complainant

Sheriff Bellamy Summons to Warn the Defendant
of Assignment to the Complainant Attorney
Summons and Oath of the Contents of this Summons
and that he has Reason to believe the Defendant
Would Depart from the Jurisdiction of this Court
Summons ought to be Served on Some Act and Summons
Returnable Forthwith and Warrant of Arrest Mayor

James Gell
Mayor

Memorandum by this Presents Lease by Memorandum

Witness Signed
Daniel Paddy Executor

(Signed) Saravanah

Memorandum Signed Sealed Delivered
Original in the Malabar Language by the Subscribing
Witnesses

John Lyle
Attorney for the Executors

Know all Men by these Presents that I Mordichai Mordelleau Esquire of Madras
Merchant am held and firmly bound unto Adolphus Smith Esquire
Executor Administrator and Assigns of the late Reverend Mr Andrew Brown
late Chaplain to the Honorable United English East India Company in the
Sum of Pagodas Ten Thousand Current Coin of Madras to be paid to the
said Adolphus Smith his Executors Administrators or Assigns for which
Payment well and truly to be made I bind myself my Heirs Executors and
Administrators firmly by these Presents Sealed with my Seal Dated this
Second Day of December in the Year of our Lord Christ One Thousand
Seven Hundred and Seventy Eight and in the Nineteenth Year of the
Reign of our Sovereign Lord George the Third by the Grace of God of
Great Britain France and Ireland King Defender of the Faith &c &c &c

Whereas Saravanah Son of Pedoor Pakiah Inhabitant of Madras
Merchant hath this Day executed unto me the above bounden Mordichai
Mordelleau a Bond or Obligation bearing Date these Presents for the Payment
of Pagodas Ten Thousand Current Coin of Madras on Demand as by the
said Bond or Obligation Reference being thereunto had may more fully
and at large appear Now the Condition of the above written Bond or
Obligation is such that if the above bounden Mordichai Mordelleau his
Executors Administrators or Assigns do and shall well and truly pay or
cause to be paid unto the above named Adolphus Smith his Executors
Administrators or Assigns the full Sum of Pagodas Ten Thousand Current
Coin of Madras on Demand without Fraud Coven or further Delay
Then the above written Bond or Obligation to be void and of none Effect
or else to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Mordichai Mordelleau Esquire did deliver to the above named Adolphus
Smith Esquire the Bond or Obligation within written and also the Sum of
Pagodas Ten Thousand Current Coin of Madras in Specie in Consideration
of which the said Adolphus Smith did then and there Assign Transfer and
Set over unto the said Mordichai Mordelleau the said Bond or Obligation
and all Benefit and Advantage to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

(619)

Know all Men by these Presents that I Adolphus Smith Esquire
Executor Administrator and Assigns of the late Reverend Mr Andrew Brown
late Chaplain to the Honorable United English East India Company in the
Sum of Pagodas Ten Thousand Current Coin of Madras to be paid to the
said Adolphus Smith his Executors Administrators or Assigns for which
Payment well and truly to be made I bind myself my Heirs Executors and
Administrators firmly by these Presents Sealed with my Seal Dated this
Second Day of December in the Year of our Lord Christ One Thousand
Seven Hundred and Seventy Eight and in the Nineteenth Year of the
Reign of our Sovereign Lord George the Third by the Grace of God of
Great Britain France and Ireland King Defender of the Faith &c &c &c

Whereas Saravanah Son of Pedoor Pakiah Inhabitant of Madras
Merchant hath this Day executed unto me the above bounden Adolphus
Smith a Bond or Obligation bearing Date these Presents for the Payment
of Pagodas Ten Thousand Current Coin of Madras on Demand as by the
said Bond or Obligation Reference being thereunto had may more fully
and at large appear Now the Condition of the above written Bond or
Obligation is such that if the above bounden Mordichai Mordelleau his
Executors Administrators or Assigns do and shall well and truly pay or
cause to be paid unto the above named Adolphus Smith his Executors
Administrators or Assigns the full Sum of Pagodas Ten Thousand Current
Coin of Madras on Demand without Fraud Coven or further Delay
Then the above written Bond or Obligation to be void and of none Effect
or else to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Adolphus Smith Esquire did deliver to the above named Mordichai
Mordelleau Esquire the Bond or Obligation within written and also the
Sum of Pagodas Ten Thousand Current Coin of Madras in Specie in
Consideration of which the said Mordichai Mordelleau did then and there
Assign Transfer and Set over unto the said Adolphus Smith the said Bond
or Obligation and all Benefit and Advantage to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Saravanah Son of Pedoor Pakiah Inhabitant of Madras Merchant did
deliver to the above named Mordichai Mordelleau Esquire the Bond or
Obligation within written and also the Sum of Pagodas Ten Thousand
Current Coin of Madras in Specie in Consideration of which the said
Mordichai Mordelleau did then and there Assign Transfer and Set over
unto the said Saravanah the said Bond or Obligation and all Benefit and
Advantage to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Saravanah Son of Pedoor Pakiah Inhabitant of Madras Merchant did
deliver to the above named Adolphus Smith Esquire the Bond or
Obligation within written and also the Sum of Pagodas Ten Thousand
Current Coin of Madras in Specie in Consideration of which the said
Adolphus Smith did then and there Assign Transfer and Set over unto the
said Saravanah the said Bond or Obligation and all Benefit and Advantage
to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Saravanah Son of Pedoor Pakiah Inhabitant of Madras Merchant did
deliver to the above named Mordichai Mordelleau Esquire the Bond or
Obligation within written and also the Sum of Pagodas Ten Thousand
Current Coin of Madras in Specie in Consideration of which the said
Mordichai Mordelleau did then and there Assign Transfer and Set over
unto the said Saravanah the said Bond or Obligation and all Benefit and
Advantage to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Saravanah Son of Pedoor Pakiah Inhabitant of Madras Merchant did
deliver to the above named Adolphus Smith Esquire the Bond or
Obligation within written and also the Sum of Pagodas Ten Thousand
Current Coin of Madras in Specie in Consideration of which the said
Adolphus Smith did then and there Assign Transfer and Set over unto the
said Saravanah the said Bond or Obligation and all Benefit and Advantage
to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Memorandum that on the Day of the Date hereof the above named
Saravanah Son of Pedoor Pakiah Inhabitant of Madras Merchant did
deliver to the above named Mordichai Mordelleau Esquire the Bond or
Obligation within written and also the Sum of Pagodas Ten Thousand
Current Coin of Madras in Specie in Consideration of which the said
Mordichai Mordelleau did then and there Assign Transfer and Set over
unto the said Saravanah the said Bond or Obligation and all Benefit and
Advantage to be had or made thereof

Signed Sealed and Delivered
in the Presence of
Thomas Parry
Thomas Hall

Mayor's Court at Madrasapatnam } Tuesday the 18th Day of June Anno Domini 80

Present

James Call Esquire Mayor

John Lewin and Edm. Carrow

Aldermen

Belmen

Mr. Sparrow to the Records for the Defendant

Mr. Hall for the Defendant

Mr. Hall for the Defendant

Mr. Hall for the Defendant

Mr. Hall for the Defendant

Mr. Hall for the Defendant

Ct. Hse. Thurs. 27th July 1780

To the Worshipful the Mayor &c.

Court at Madrasapatnam

Humble Complaining Sheweth unto this Worshipful Court Your Orator Jeremiah by his Attorney Emanuel Silveira of Madras Inhabitant that Cauny Naick of Thiruvanmiyur Inhabitant stands justly and truly indebted unto Your Orator in the Sum and good Sum of Thirty three Pagodas five Fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings per every Pagoda the Sum of Ten Pounds five Shillings and upwards being the Ballance of an Account Current Arising upon a Mortgage Bond or Writing Obligatory bearing Date the Thirtieth Day of August in the Year of Our Lord One Thousand Seven Hundred and Seventy four Translations of which said Mortgage Bond or Writing Obligatory and the said Account Current are also and Sequin and or Transfer thereof with a Power of Attorney hereunto Annexed for the more effectual Recovery of this Your Orator's Debt of Complaint and Whereas Your Orator hath several times and in an Amicable Manner Requested payment from the said Cauny Naick of the said Sum of Thirty three Pagodas five Fanams and forty Cash

But now so it is and May it please this Worshipful Court the said Cauny Naick Obstinately and wilfully Refuses to pay the same to Your Orator any manner of Satisfaction

Mr. Hall for the Defendant

Villa such case this Honble Court shall suppose Upon all the Equity and Good Conscience to the End that the said Court may Direct such Issue or Issues as they shall think proper to be tried at the Assizes Whether all and singular the Matters and Things herein before set forth and Alledged are true Certain and Effectual to all Intents and Purposes in the Law whether the said Defendant ought to be Decreed to pay the Sum of Three Hundred Pagodas for the Principal Sum Interest due and that he may be Decreed to pay the Costs of this Suit

Humble Prayer

Humble Court may be Graciously Pleased to Grant unto your Orator his Majesty's Most Gracious Writ of Subpoena to be Directed to the Said Thomas Pitt Esqr Governor of Madras Patteram and the Directors of the Said United Company of Merchants of England Trading to the East Indies thereby Commanding them and Every of 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 and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

Jno. Bromley
Attorney for the Complainant

27th July 1773

This Petition was drawn by
Mr. Bromley the Complainants Attorney
Let a Summons Issue returnable
Next Court Day

Translation for Antonia Paul Dated 30th May 1811

I Cauvery Naicken Son of Comarambatta Mudaly Native of Madras Patteram and Inhabitant of Black Town do Solemnly Declare that I am well acquainted with the Tamul and Portuguese Languages and that the Translation hereunto annexed is a true Translation of the Original Portuguese Bond Dated 30th May 1811 to the best of my Knowledge and Belief

Sworn before me this 31st May 1811
(Signed) Cauvery Naicken
Pedro Vincentaan Vandeyaar Notary Public

Situated at Podmaicka Pettah in the Conmaracoil Pettah Chitty Mootan the South Line and between the Houses of Vencatachalah Naicken and Seegapah Naicken and Bounded and Measured as follows viz. Beginning at the South East Corner of the said Premises at the Publick Road and Measuring from thence North 30 Cubits Thence West 100 Cubits Thence South 30 Cubits and Thence East 100 Cubits to the Place of Beginning Which said Premises the said Defendant Covenanted and Promised to Assure unto the said Plaintiff his Executors Administrators or Assigns by a Sufficient Deed or Conveyance in the Law free from all Incumbrances whatsoever and the said Defendant Covenanted and Promised to Pay unto the said Plaintiff his Executors Administrators or Assigns the Sum of Three Hundred Pagodas with Interest for the same after the Rate of Twelve Pagodas per Cent per Annum from the Date thereof and in Default of such Assurance and Payment the said Premises were Mortgaged and Pledged to the said Plaintiff his Executors Administrators or Assigns for the Payment of the said Principal Sum and Interest as by the said Bond or Obligation Reference being thereunto had may more fully and at large appear And your Orator further Sheweth that the said Defendant hath not made such Assurance nor Paid the said Principal Sum and Interest or any part thereof although the same hath been Demanded of him by your Orator Your Orator therefore Humbly Prays that the said Defendant may be Decreed to Pay unto your Orator the said Principal Sum of Three Hundred Pagodas with Interest for the same after the Rate aforesaid and also the Costs of this Suit

May it please your Honble Court to Grant unto your Orator his Majesty's Most Gracious Writ of Subpoena to be Directed to the said Thomas Pitt Esqr Governor of Madras Patteram and the Directors of the said United Company of Merchants of England Trading to the East Indies thereby Commanding them and Every of 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 and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

Jno. Bromley
Attorney for the Complainant

Vencatachella Chitty Vandeyaar Pettahumby

Drawn by Solomon Caruse Saravana Chitty

(Signed) Cauvy Naick

(Signed)
Pedro Vincentaan
Vandeyaar Pettahumby

A true Translation as near as can be taken from the Original Malabar Language by Sabrayah Sawmy Court Interpreter

Jno. Bromley
Attorney for the Complainant

(624)

D^r — (illegible) Lammoual —

1776 May 2	To Cash Paid Isaac Da Silva Mortgage Bond & Int.	30	-	-	1776 Feb.	20	By Balance Acct.		33	5 10
	To Interest on Do. from Feb. 20th 1776 to May 2d 1776									
	To Cash Paid for Drawing Assignment & Do.									
	To Cash Paid for Drawing this Acct. & Copies									
	To Balance Acct. Current	3	5	10						
		33	5	10						33 5 10

Errors Excepted

Know all People by these Presents that I Isaac Da Silva of the City of New York Merchant am held and firmly bound unto Thomas Lamb of the City of Bethlem in the County of Hunterdon and Province of New Jersey Esquire in the Sum of Two Thousand Pounds Current Money of New York to be paid to the said Thomas Lamb his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated the Second Day of May in the Year of our Lord One Thousand Seven Hundred and Seventy Six

The Condition of the above Obligation is such that if the above bounden Isaac Da Silva his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Thomas Lamb his Executors Administrators or Assigns the full and just Sum of One Thousand Pounds Current Money of New York with Interest thereon at the Rate of Six Pounds per Centum per Annum on the Second Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Seventy Six without Fraud or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of us

Isaac Da Silva [Seal]

Know all People by these Presents that I Isaac Da Silva of the City of New York Merchant am held and firmly bound unto Thomas Lamb of the City of Bethlem in the County of Hunterdon and Province of New Jersey Esquire in the Sum of Two Thousand Pounds Current Money of New York to be paid to the said Thomas Lamb his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated the Second Day of May in the Year of our Lord One Thousand Seven Hundred and Seventy Six

The Condition of the above Obligation is such that if the above bounden Isaac Da Silva his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Thomas Lamb his Executors Administrators or Assigns the full and just Sum of One Thousand Pounds Current Money of New York with Interest thereon at the Rate of Six Pounds per Centum per Annum on the Second Day of May which will be in the Year of our Lord One Thousand Seven Hundred and Seventy Six without Fraud or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of us

Isaac Da Silva [Seal]

77 (625)

Doth hereby Acknowledge the aforesaid Lammoual Doth signed and delivered and by these Presents Doth assign and set over unto the said Isaac Da Silva the said Mortgage Bond and Account Current and the Money or Amount Principal and Interest thereupon Due and Owing and which may become Due thereon and all the Right and Interest of him the said Lammoual in the same and every part thereof and the said Lammoual for the Considerations before said hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Isaac Da Silva his true and lawful Attorney and Executors and Administrators his Lawful Attorney and Attorneys Jointly and Severally for him and in his Name and on his Behalf but for the sole and proper Use and Benefit of the said Isaac Da Silva his Executors Administrators and Assigns to Ask Require Demand and Receive of the said County Clerk his Heirs Executors and Administrators the Money due and to become due on the said Bond and Account Current and on non Payment thereof the said Isaac Da Silva his Heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Bond and Account Current and Upon Assignment Release and Discharge thereof and Constituting Attorney or Attorneys under him shall Lawfully Do the premises the said Lammoual Doth hereby Allow and Confirm and the said Lammoual Doth Covenant with the said Isaac Da Silva that he the said Lammoual shall not Receive nor will Receive the said Money due or to become due

Errors Excepted

Thomas Lamb [Seal]

Between the Parties aforesaid it was agreed that neither
of the said Complainants or Defendants should
Appeal from the Judgment or Decree of this Court
and from any Order that should or Judgment to be thereupon
whereof the said Complainant hath hereunto Set his Hand
and Seal on Monday the Twenty fifth Day of July One thousand
Seven Hundred and Seventy Eight

Signed Sealed and Delivered
in the presence of
the Mark of [illegible]

John Maddox

Mayors Court
Madrasapatanam

Tuesday the 18th Day of
Anno Domini

Present

James Call Esquire Mayor
John Truro and Edw. Carron
Aldermen

Between [illegible]
the Plaintiff Complainant
and [illegible]
the Defendant

the Purposes 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 Sixty three Pagodas four Fanams and
forty Cash Pags. 63. 3. 40 together with all Costs sustained as
well in or by this Suit as hereafter become due thereon until full Payment
is made also all Costs of this Suit

By Court

To the Worshipful the Mayors
Court at Madrasapatanam

The Petition of Stephen Popham Gent. Attorney of this
Honble Court

Sheweth

That Your Petitioner hath been in the Study
and Practice of the Law in England and Scotland from the Seventeenth
day of April in the Year One thousand Seven hundred and Sixty Two
until the time that Your Petitioner departed from England and Order to
Proceed for the East Indies as Appears by the annexed Certificates Copies
whereof are hereunto Annexed as part of this Petition All Originals
being on the Table for the Inspection of this Honble Court

And Your Petitioner further shews that he hath also been
Admitted and sworn Clerk an Attorney of the Court of Kings Bench at
Westminster as well as in the Court of Common Pleas and an Attorney
in Chancery

[illegible]

Your Petitioner further shews that he hath been duly admitted and hath practised as an Attorney of this Honble Court for the Space of last past and during which time several Attornies have been admitted and sworn in the capacity of Solicitors and have been suffered to sign Articles of Clerkship to your Petitioner and have served their Clerkships to your Petitioner and have been admitted Attorneys of this Court and your Petitioner hath taken and Subscribed the Oaths appointed by Law to be taken by Attornies and hath otherwise complied with the Directions of the several Acts of Parliament now in force for the Admission of Attornies and your Petitioner is ready to take the Oaths appointed by Law to be taken by Solicitors and to be admitted a Solicitor of this Honble Court

Wherefore your Petitioner humbly prays that he may be admitted and allowed to be sworn and admitted a Solicitor of this Honble Court to Practise as such in the Courts of Common Pleas and Exchequer at Westminster and in the Courts of Great Sessions in the County Palatine of Chester and your Petitioner will ever pray &c

Stephen Popham

And Whereas Petitioner exhibited his Petition to this Court praying that he might be admitted a Solicitor of this Court and that the Oaths appointed by Law to be taken by Solicitors might be administered to him and that he might be admitted to practise as an Attorney of this Court and that the Oaths appointed by Law to be taken by Attornies

Vouch. Con. Lord Cm. Thomas Bourchier and Commissary Jones

1st Feb. 1776

Sworn in Court

Ent. Warranting

To Thos. Crant

for Middle Temple

Attorney at Law

Feby 1776

Saml. Crant

Lincolns Inn Stephen Popham Esq.

Admitted 22 November 1772

Fees Common Counts 5th Feby 1776 £ 11. 14.

Stamps 5th Feby 1776 Entered 12th Do. Do. 1. 12. 6.

Paid for the Examination 26th Do. Do. 1. 12. 6.

Paid for the same time at Lords 5th Do. Do. 17. 4.

Fees for Certificate 2. 19. 2.

£ 4. 3. 0.

Received April 30th 1776 the Contents of this Certificate

Thos. Crant

Lincolns Inn

These are to Certify that Stephen Popham Esq. the Son of Stephen Popham of the City of Cork in the Kingdom of Ireland Esq. was specially admitted of this Honble Society of the Middle Temple on the Second of the Laws of April One Thousand seven hundred and seventy two and kept Thirteen Terms Commons performed all his Exercises and paid all Duties due to the said Society and the Officers thereof as appears by a Certificate from the said Society of the Middle Temple. And was specially admitted of the Honble Society of Lincolns Inn on the Twenty Eighth Day of November One Thousand seven hundred and Seventy two And hath since performed himself to the Rules and Orders and Paid all Duties due to this Society and the Officers thereunto belonging In Testimony whereof I have hereunto set my Hand and the Seal of the said Society this Twenty Second Day of April in the Fifteenth Year of the Reign of Our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. in the Year of Our Lord One Thousand Seven hundred

Thos. Crant

Lawrie at the Kingdom of Ireland upon a Special Occasion and praying a Certificate of their Admittance of this Society and Department thereon Granted to him upon paying all his Arrears of Duties to the Treasurer of this Society and the usual Fees to the Officers thereof

Thos. Crant

for Peter Segrave Esq. L. A.

Lincolns Inn

These are to Certify that Stephen Popham Esq. the Son of Stephen Popham of the City of Cork in the Kingdom of Ireland Esq. was specially admitted of this Honble Society of the Middle Temple on the Second Day of April One Thousand seven hundred and seventy two and kept Thirteen Terms Commons performed all his Exercises and paid all Duties due to the said Society and the Officers thereof as appears by a Certificate from the said Society of the Middle Temple. And was specially admitted of the Honble Society of Lincolns Inn on the Twenty Eighth Day of November One Thousand seven hundred and Seventy two And hath since performed himself to the Rules and Orders and Paid all Duties due to this Society and the Officers thereunto belonging In Testimony whereof I have hereunto set my Hand and the Seal of the said Society this Twenty Second Day of April in the Fifteenth Year of the Reign of Our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. in the Year of Our Lord One Thousand Seven hundred

Thos. Crant

Feb 24th 1747

To the Honble the Master of the Rolls

Humble Complaining Sheweth

That Whereas Your Orator is an Inhabitant of the Island of England to wit Alhallows Lane Barge Colchester in the County of Southampton Esqr and Charles Lockier of the said Island of Antigua Merchant Heretofore by their Joint and Several Bonds or Obligations bearing Date on or about the Twenty fifth day of March One Thousand Seven Hundred and Forty Two became Jointly and Severally bound unto Your Orator in the Penal Sum of Six Thousand Pounds of Lawful Money of Great Britain Conditioned for the Payment of the Sum of Three Thousand Pounds of like Lawful Money of Great Britain with Lawful Interest for the same after the Rate of Eight Shillings for every Hundred Pounds by the Year from the Date of the said Bonds or Obligations unto Your Orator his Executors Administrators or Assigns as by the said Bonds or Obligations Reference being thereunto had may more fully and at large appear And Whereas the said Charles Lockier departed this Life on or about the first day of January One Thousand Seven Hundred and Forty Three and Letters of Administration of the Goods Chattels and Credits of the said Charles Lockier were granted by this Honble Court unto Your Orator as Creditor and Executor for the Use and Benefit of himself and the rest of the Creditors of the said Charles Lockier Deceased And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in Payment of the Debt due to Your Orator by the said Bonds or Obligations and Your Orator hath Applied the Residue of the said Personal Estate and Effects in Payment of the Debts due to the Creditors of the said Charles Lockier Deceased and Your Orator hath Paid and Satisfied the Debts due to the Creditors of the said Charles Lockier Deceased to the Value of Two Thousand Pounds and upwards And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in Payment of the Debt due to Your Orator by the said Bonds or Obligations and Your Orator hath Applied the Residue of the said Personal Estate and Effects in Payment of the Debts due to the Creditors of the said Charles Lockier Deceased and Your Orator hath Paid and Satisfied the Debts due to the Creditors of the said Charles Lockier Deceased to the Value of Two Thousand Pounds and upwards And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the 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Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in Payment of the Debt due to Your Orator by the said Bonds or Obligations and Your Orator hath Applied the Residue of the said Personal Estate and Effects in Payment of the Debts due to the Creditors of the said Charles Lockier Deceased and Your Orator hath Paid and Satisfied the Debts due to the Creditors of the said Charles Lockier Deceased to the Value of Two Thousand Pounds and upwards And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in 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Charles Dashwood Did Oblige himself his Heirs Executors and Administrators to pay unto Your Orator the Principal Sum with Interest to Your Orator in One Year from the Date of the said Bond And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment from the said Charles Dashwood of the said Sum of Six Thousand Pounds Seven Hundred and Eighty three Pagodas and Twelve Fanams But Now May it please this Honble Court the said Charles Dashwood Obstinately and Contrary to Equity refuses to pay the same unto Your Orator and pretends that Your Orator ought to come for the same to the Court of Chancery whereas Your Orator is remediless in the Premises Your Orator therefore Humbly Prays that the said Charles Dashwood may be Decreed to pay unto Your Orator the aforesaid Sum of Six Thousand Seven Hundred and Eighty three Pagodas and Twelve Fanams with the Allowance Interest and Increase thereof and also all Costs of this Suit And that Your Orator may have such other Relief in the Premises as the Nature of his Case shall require And as in Duty bound he will ever Pray

Butonmoiles

To the End therefore that the said Charles Dashwood may if he can shew why Your Orator should not have the Relief prayed by his Bill of Complaint and upon his Corporal Oath to be taken to the Answer to the said Bill of Complaint to be Discovered Answered and Confessed and Avoided according to the Course and Practice of this Honble Court and Equity thereof he the said Charles Dashwood is Commanded by the Writ of Subpoena to appear before this Honble Court on the Quindene of Saint George Speyers in the Parish of Saint George Speyers in the Island of Antigua personally to be and Appear before this Honble Court to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as this Honble Court shall think fit to Direct and Appoint And Whereas this Honble Court by their Decree bearing Date the Twenty fifth day of January One Thousand Seven Hundred and Forty Six did Order that the said Charles Dashwood should Answer the Bill of Complaint of the said Charles Lockier Deceased and Pay unto Your Orator the Sum of Six Thousand Seven Hundred and Eighty three Pagodas and Twelve Fanams with Interest for the same after the Rate of Eight Shillings for every Hundred Pounds by the Year from the Date of the said Bonds or Obligations unto Your Orator his Executors Administrators or Assigns as by the said Bonds or Obligations Reference being thereunto had may more fully and at large appear And Whereas the said Charles Lockier departed this Life on or about the first day of January One Thousand Seven Hundred and Forty Three and Letters of Administration of the Goods Chattels and Credits of the said Charles Lockier were granted by this Honble Court unto Your Orator as Creditor and Executor for the Use and Benefit of himself and the rest of the Creditors of the said Charles Lockier Deceased And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in Payment of the Debt due to Your Orator by the said Bonds or Obligations and Your Orator hath Applied the Residue of the said Personal Estate and Effects in Payment of the Debts due to the Creditors of the said Charles Lockier Deceased and Your Orator hath Paid and Satisfied the Debts due to the Creditors of the said Charles Lockier Deceased to the Value of Two Thousand Pounds and upwards And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in Payment of the Debt due to Your Orator by the said Bonds or Obligations and Your Orator hath Applied the Residue of the said Personal Estate and Effects in Payment of the Debts due to the Creditors of the said Charles Lockier Deceased and Your Orator hath Paid and Satisfied the Debts due to the Creditors of the said Charles Lockier Deceased to the Value of Two Thousand Pounds and upwards And Whereas the said Charles Lockier in his Life time and at the time of his Death was Seized in his Demesne as of Fee of and in a Messuage or Tenement and Plantation with the Appurtenances situate lying and being in the Parish of Saint George Speyers in the Island of Antigua aforesaid and also Possessed of a Considerable Personal Estate in the said Island of Antigua Consisting of Negroes Cattle Stock and Utensils for Husbandry and other Personal Estate and Effects Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Received and Possessed and Administered to the Value of Three Thousand Pounds and upwards Which Personal Estate and Effects of the said Charles Lockier Deceased Your Orator hath Applied in Payment of the Debts of the said Charles Lockier Deceased and Particularly in Payment of the Debt due to Your Orator by the said Bonds or Obligations and Your Orator hath Applied the Residue of the said Personal Estate and Effects in Payment of the Debts due to the Creditors of the said Charles Lockier Deceased and Your Orator hath Paid and Satisfied the Debts due to the Creditors of the said Charles Lockier Deceased to the Value of Two Thousand Pounds and upwards

(65R)

Know all Men by these Presents that I Charles Lockyer of Fort Saint George Merchant am held and firmly bound unto Sebon Macpherson Esqr of the same place in the Penal Sum of Twelve Thousand Pagodas Current Money of Madras to the payment whereof well and truly to be made unto the said Sebon Macpherson his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors Administrators and Assigns firmly by these Presents. In Witness whereof I have hereunto set my Hand and Seal in Fort Saint George aforesaid the first day of January in the Year of Our Lord One thousand Seven Hundred and Seventy Seven.

Whereas the above bounden Charles Lockyer hath by Indenture of this above Written date the full and just Sum of Six Thousand Pagodas Current Money of Madras at Interest at the Rate of Ten per Cent per Annum for the Term of One Year from the date hereof for the better and more effectually Securing the payment unto the said Sebon Macpherson his Executors Administrators or Assigns of the said Sum of Six Thousand Pagodas and Interest in manner aforesaid He the said Charles Lockyer hath thereby Bargained and Sold and Transferred and Set over unto the said Sebon Macpherson his Heirs Executors Administrators and Assigns all that Piece and Parcel of Land and Ground Situate lying and being within the Choultry Gate Street containing one hundred Feet in front and in Depth from East to West Seventy Eight feet and is Bounded on the South by the Ground belonging to the Heirs of Mr Lawrence Lee deceased on the North by Ground belonging to Mr Lawrence Lee aforesaid on the East by the Choultry Gate Street aforesaid and on the West by the Ground belonging to the Heirs of Mr Lawrence Lee deceased with all Houses Buildings Tanks Wells Trees Hedges Ditches Fences Profits Commodities Advantages Hereditaments and Appurtenances whatsoever to the said Premises belonging or appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Claim and Demand whatsoever of him the said Charles Lockyer of in and to the said Houses Ground and Premises and every part and Parcel thereof To have and to hold the said Houses Ground and Premises as above described with their and every part and Parcel thereof and all the Appurtenances to the same belonging or which shall or may belong unto and to the use of him the said Sebon Macpherson his Heirs Executors Administrators and Assigns for and during and unto the full End and Term of One Year from the Date thereof Yielding and Paying therefor unto the said Charles Lockyer his Heirs Executors Administrators or Assigns the Rent or Sum of One Pagoda Current Money of Madras at the Expiration of the said Year from the Date hereof if lawfully demanded as by the said Indenture relation being had thereunto may more fully and at large appear Now the Condition of this Obligation is such that if the above bounden Charles Lockyer his Heirs Executors or Administrators shall well and truly pay or cause to be paid unto the above named Sebon Macpherson his Heirs Executors Administrators or Assigns the full and just Sum of Six Thousand Pagodas Current Money of Madras at the Expiration of One Year from the Date hereof together with the Interest to become due thereon at the Rate aforesaid and do and perform all other Matters and Things in the said Indenture contained on his part to be done and performed according to the true Intent and Meaning thereof then this Obligation to be void and of no Effect otherwise to stand in full Force and Virtue.

Signed Sealed and Delivered (Signed) Chas Lockyer (L.S.)
in the Presence of Thomas Hodges Esqr to be the
Hand Writing of the Executant

Signed
Henry Hollier
Tiagah
Attest Cox

Chas Bromley
Attorney for the Executant

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(65S)

all the Estate Right Title Interest Claim and Demand whatsoever of him the said Charles Lockyer and to the said House Ground and Premises and every part and Parcel thereof To have and to hold the said House Ground and Premises as above described with their and every part and Parcel thereof and all the Appurtenances to the same belonging or which shall or may belong unto and to the use of him the said Sebon Macpherson his Heirs Executors Administrators and Assigns for and during and unto the full End and Term of One Year from the Date hereof Yielding and Paying therefor unto the said Charles Lockyer his Heirs Executors Administrators or Assigns the Rent or Sum of One Pagoda Current Money of Madras at the Expiration of the said Year from the Date hereof if lawfully demanded as by the said Indenture relation being had thereunto may more fully and at large appear Now the Condition of this Obligation is such that if the above bounden Charles Lockyer his Heirs Executors or Administrators shall well and truly pay or cause to be paid unto the above named Sebon Macpherson his Heirs Executors Administrators or Assigns the full and just Sum of Six Thousand Pagodas Current Money of Madras at the Expiration of One Year from the Date hereof together with the Interest to become due thereon at the Rate aforesaid and do and perform all other Matters and Things in the said Indenture contained on his part to be done and performed according to the true Intent and Meaning thereof then this Obligation to be void and of no Effect otherwise to stand in full Force and Virtue.

Signed Sealed and Delivered (Signed) Chas Lockyer (L.S.)
in the Presence of Thomas Hodges Esqr to be the
Hand Writing of the Executant

Signed
Henry Hollier
Tiagah
Attest Cox

Chas Bromley
Attorney for the Executant

(636)

Mayors Court at Madraspatnam } Tuesday the 2d Day of Sept. Anno Domini 1718

Present

James Hall Esquire Mayor

Collonel Bourchier Dent and Mr. Wm Hill

Aldermen

Between John Philips of the Kingdom of England Merchant Plaintiff and Sadras Nenagah Defendant

The Defendant by his Attorney Peter Perchaine in Court and Acknowledging the Debt in the Plaints Demand This Court doth therefore adjudge that the Plaintiff and Defendant do Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Thousand Nine Hundred and Eighty three Pagodas and Four Fanams (Pags. 3983.4) together with all Costs of Suit so far as is or shall hereafter become Due thereupon and the Defendant to Pay all Costs of this Suit

Paid

83 (634)

To All to Whom these Presents shall Come John Philips Fabricius of Wapping England Merchant send Greeting Know Ye that I the said John Philips Fabricius for and in Consideration of the Sum of Six Pagodas Four Hundred and forty four Current Money of Madras to me in hand paid by Sadras Nenagah the Receipt whereof I do hereby Acknowledge and therefrom and from every part thereof do hereby Release and Acquit and Discharge the said Sadras Nenagah his Executors Administrators and Assigns for ever by these Presents Have bargained and Sold Assigned transported and set over and by these Presents do bargain and Sell Assign transport and set over unto the said Sadras Nenagah One House and Ground situate in the Property of Ignacio Sevilla and Mootyahpa Servants of Madras Inhabitants situated in Peddanaick Pettah between the House of Alexander Bowman and Maria Xavier Measuring in length from East to West Seventy feet and from the former North to South Twenty Two feet Two Cubits from East to West Measuring Thirty feet in breadth from North to South Eighteen feet with a Billiard Room Measuring in Length from East to West Thirty Nine feet and in breadth from North to South Twenty two feet or thereabouts To Hold the said House and Ground Two Grounds Billiard Room and all and singular other the Premises to the said Sadras Nenagah belonging or in any wise Appertaining together with all Appurtenances unto the said Sadras Nenagah to the only use and behoof of the said Sadras Nenagah his Heirs Executors Administrators and Assigns for ever in as full and Ample Manner as the said John Philips Fabricius might or

his Heirs Executors and Administrators Covenant promise and
agree to and with the said Sabras Nongapa the Heirs Executors
Administrators and Assigns in Manner following (viz.) that
the said John Philip Fabricius hath full Power to grant
bargain and Sell Assign transfer and set over the said Premises
and every part thereof in manner aforesaid And that the same
are now incumbered the said Premises or any part thereof
by any Act matter or thing Done or Committed by him the said
Philip Fabricius his Heirs Executors or Administrators
and will do every further or other Act or Acts matter or thing
or Deeds to Assure the said Premises and every part thereof
Said Sabras Nongapa the Heirs Executors Administrators
& Assigns for ever Against him the said John Philip
Fabricius his Heirs and all other Persons whatsoever
of September in the Year of Our Lord One Thousand Seven
Hundred and Seventy Eight

Sealed and Delivered
where no Stamp Paper is used
in the Presence of

Joseph de Sylva

Received the Day and Year herein written of
the above named Sabras Nongapa the Sum of Seven
Hundred and Forty four Pagodas
to be paid by bond Interest

Witness
Joseph de Sylva

Filed the 20th July 1778

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Nongadarbanna of Madras Merchant by
his Attorney Sabras Madras of the same place Inhabitant that
Sheralla alias Sheralla of the said place Inhabitant Maistre justly and truly
indebted unto Your Orator in the full and just Sum of Forty four
Pagodas and Twenty Seven Fanams Current Money of Madras
Making in Sterling Money of Great Britain after the Rate of
Eight Shillings Fanam Pagoda the Sum of Seventeen Pounds Sixteen
Shillings and Sixpence and Bond or Writing Obligatory
from the said Sheralla bearing Date the Twenty fifth Day of January
in the Year of Our Lord One Thousand Seven Hundred and Seventy
Seven Granted and to Your Orator as well More fully and at large
Appear by a Translation of the said Bond or Writing Obligatory and
an Account Current also and Assignment or Lease for the same with
a Power of Attorney Annexed for the more prefect of this Honble
Court and Exhibited Your Orator prays may be Admitted as part of this
Your Orator's Bill of Complaint And Whereas Your Orator
hath frequently and in a friendly and Amicable Manner Requested payment
from the said Sheralla of the said Sum of Forty four Pagodas and Twenty
Seven Fanams

But now so it is and May it please
this Honble Court the said Sheralla Obstinately and Wilfully
Refuses to pay the same or to Give Your Orator any Manner of Satis
faction for the same being the Premises Your Orator therefore prays a proper

(640)

and Last Consumm In the End thereof that the said Sheriff
May appear this Corporal Court the said Thirteenth and prefix Three
Months Calendar and Long to the Sheriff and thereof to have then
Sheriff and Sheriff's Deputy as fully Lawfully and effectually to all Intents
and Purposes as if the same were thereupon Signed Sealed and
Delivered by Authority and the Sheriff to Return the Same
Under the aforesaid Seal of Forty four Pagodas and Twenty
Seven Fanams together with all such Costs and Charges as shall
become due thereon also all Costs of this Suit

Manilpum the Sheriff of the said Court
the said Sheriff to be Summoned and Appear before the
of Fort Saint George Esquire Mayor and the
three persons to be and Appear before the said
said Complaint and plaint to be by this Honble Court
Opposite thereunto and there to Answer the Plaint
Complaint and further to Stand and Abide by
and Decree thereon made by this Honble Court

Sworn &
Attorney for the
25th January 1771

Sheriff of Fort Saint George Defendant
Subject to hereinafter Appeal Counsel Brown
Pagodas Fanams of Captain Defendant
Eight Hundred

(641)

Judgment aforesaid I promise to pay at the Rate of One Fanam and
a half & Pagoda for every Month Time Shall Given the Bond
with my free Will and Consent Witness my Hand at Fort Saint George
the Day and Year Above Written

Witness
(Signed)
Each Dated

Their Mark — of Sheriff

A True Translation as near as can be taken from
the Original Malabar Language by Jacob Joseph Swarte Court
Interpreter

Chas Brooke
Attorney for the Complainant

Dr Sheriff of Fort Saint George Cr By Pagodas

1771 January 25th	To Cost Charges and Fees Expended Brought forward	38	-	-	1773 July 20th	By Balance	66	27	-
	To Interest on Pagodas from the 25th January 1771 to the 20th July 1773 at 3 25 Cent	6	27	-					
	Pagodas	66	27	-		Pagodas	66	27	-

Madras 20th July 1773
Errors Excepted

(642)

Know all Men by these Presents that We Thomas Smith of Madras Gentleman and Robert Bellamy of the Island of Ceylon Merchant are jointly and severally held and firmly bound unto the Honourable the United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Current Money of Madras to be paid to the said Company their Certain Attorney Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves and each of us in the whole our and each of our Executors and Administrators jointly severally and firmly by these Presents Sealed with our Seals Dated this Day of in the Year of our Lord One Thousand Seven Hundred and

Whereas the said Thomas Smith hath this Day been appointed Executor of the last Will and Testament of Lieutenant Colonel Robert Kelso late deceased and hath undertaken to prove the said Will in the Supreme Court of Judicature at Fort St George and to Collect and Receive the Monies Debts and Effects of the said Deceased in the Settlement of Fort St George and Countries thereunto belonging and to Administer the same according to Law and the said Robert Bellamy hath undertaken to Collect and Receive the Monies Debts and Effects of the said Deceased in the Island of Ceylon and to Administer the same according to Law Now the Condition of the above Obligation is such that if the above bounden Thomas Smith his Executors or Administrators shall and do well and truly Collect and Receive all and every the Monies Debts and Effects of the said Deceased in the Settlement of Fort St George and Countries thereunto belonging and shall and do well and truly Administer the same according to Law and shall and do make a true and perfect Inventory thereof and exhibit the same into the Register Office of the Supreme Court of Judicature at Fort St George aforesaid within the Time limited by Law for making the same and shall and do well and truly Administer the Goods Chattels and Credits of the said Deceased which shall come to the Hands or Possession of the said Thomas Smith or into the Hands or Possession of any other Person or Persons for him and the same Administration well and truly Administer according to the Tenor of the Will of the said Deceased and shall and do pay the Legacies contained in the said Will as far as the Monies Goods Chattels and Credits of the said Deceased will thereunto extend and the Law charge him and shall and do make a true and just Account of his Executorship when thereunto required by the Honourable the United Company of Merchants of England trading to the East Indies or any Person or Persons having Authority for that purpose and shall and do deliver up the said Will with the Probate thereof to the Register of the said Court and also if the said Robert Bellamy his Executors or Administrators shall and do well and truly Collect and Receive all and every the Monies Debts and Effects of the said Deceased in the Island of Ceylon and shall and do well and truly Administer the same according to Law and shall and do make a true and perfect Inventory thereof and exhibit the same into the Register Office of the Supreme Court of Judicature at Fort St George aforesaid within the Time limited by Law for making the same and shall and do well and truly Administer the Goods Chattels and Credits of the said Deceased which shall come to the Hands or Possession of the said Robert Bellamy his Executors or Administrators or into the Hands or Possession of any other Person or Persons for him and the same Administration well and truly Administer according to the Tenor of the Will of the said Deceased and shall and do pay the Legacies contained in the said Will as far as the Monies Goods Chattels and Credits of the said Deceased will thereunto extend and the Law charge him and shall and do make a true and just Account of his Executorship when thereunto required by the Honourable the United Company of Merchants of England trading to the East Indies or any Person or Persons having Authority for that purpose and shall and do deliver up the said Will with the Probate thereof to the Register of the said Court and also if the said Robert Bellamy his Executors or Administrators shall and do upon the true owning and which may become due from him to the said Company by Virtue of the said Bond or Account Current and the Money or Amount thereupon due and owing

(611)

Mayor's Court at Madrasapatnam } Tuesday the 2d Day of } Anno Domini 1781

Present

James Call Esquire Mayor
George Proctor and Peter Perkins
Aldermen

Belmon Inhabitant of Madras Merchant Complainant and Thomas Lee Defendant

The Defendant having this Day been Solemnly called in Court and not appearing to Answer the Complainants Demand Ordered that the Complainant do recover against the Defendant the full and just Sum of Forty seven Pagodas Seventy seven Fanams Rupees 44 25 Together with Interest as may arise or shall become due thereon till full Payment be made also all Costs of this Suit

(611)

87 (615)

Filed the 1st Augt 1781

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Shewn unto this Honble Court Your Orator Peter Du Pre Belin One of the Attorneys at Law that Your Orator is a Merchant of Madras Inhabitant Resident and Subject unto Your Orator in the full and just Sum of One hundred and Sixty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Sixty four Pounds as by the Note Book as will more fully and at Large appear by Copy of Notes shewn and Annexed unto Your Orator by the said Vencadasawmy Dubash Dated the Tenth day of March in this Present Year of Our Lord One thousand Seven hundred and Seventy Eight to which Your Orator for the Conveniency of this Honble Court is to Refer Your Orator prays may be admitted as part of this Your Bill of Complaint and whereas Your Orator hath frequently and in an Amicable manner Requested payment of the said Sum of One hundred and Sixty Pagodas from the said Vencadasawmy

Defendant Now it May it Please this Honble Court the said Vencadasawmy Obstinately and Wilfully Refuses to pay the same or to Grant Your Orator any manner of Satisfaction touching the Premises Your Orator therefore prays a Special Rule of this Honble Court shall Oppear Agreeable to Equity and Good Conscience To the End therefore that the said Vencadasawmy may upon his Corporal Oath fully true Direct and punctual Answer make to all and Singular the matters and things herein before set forth and Charged as fully Truely and Effectually to all Intents and purposes

of One hundred and Sixty Pounds together with all such Costs
as accrue on this Summons Given under my Hand

Mayor

Boston ss. To the Sheriff of our County of Suffolk or either of his Deputies
Greeting We command you to Attach the Goods or Estate of
Jonathan Jones of Medford in the County of Middlesex Gentleman
if to be found within your Precinct & him the said Jonathan
personally to be and Appear before Our Justices of Our Court of
Common Pleas to be holden by Adjournment at Boston within and for
our County of Suffolk on the first Tuesday of December next
then and there to Answer unto Peter Boylston of Brookline
in the County of Suffolk Esquire in a Plea of the Case
for that he the said Jonathan on the first day of March
A.D. 1768 at Boston aforesaid in the County aforesaid
Assumpsit made his Promissory Note in writing
under his Hand and Seal bearing Date the same day
and Year aforesaid and thereby promised to pay to the
said Peter Boylston or Order the Sum of One Hundred
and Sixty Pounds lawful Money within Six Months
after the Date thereof which Note was Indorsed by
the said Peter Boylston to Thomas Boylston of Boston
aforesaid Merchant and by the said Thomas Boylston
to Thomas Hancock of Boston aforesaid Merchant
and by the said Thomas Hancock to Henry Dearborn
of Boston aforesaid Merchant and by the said Henry
Dearborn to the Plaintiff and the said Jonathan
Jones then and there promised the Plaintiff to pay
him the Money due on said Note when he should
be thereunto afterwards requested and although
the said Jonathan afterwards to wit on the first day
of June A.D. 1768 at Boston aforesaid in the County
aforesaid was requested to pay the Plaintiff the
Money due on said Note yet he the said Jonathan
hath not paid the same but hitherto wholly refused
and still refuses to pay the same to the Damage
of the Plaintiff as he says the sum of One Hundred
and Sixty Pounds and have you there this Writ
with your Doings therein Dated at Boston the
Eighth day of August in the Eighth Year of the
Reign of our Sovereign Lord George the Third
of Great Britain &c. King Annoque Domini 1768

Henry Dearborn
Attorney for the Plaintiff

Pet. Boylston Thomas Boylston Thomas Hancock
the Dates of Assignments & the Summons
Entered & Returned to Court Dec
James Call
Mayor

Boston ss. Pursuant to the within Precept I have Attached
the Goods or Estate of the within named Jonathan Jones
to the Value of Twelve Pounds Ten Shillings Lawful Money
and have Summoned the within named Jonathan Jones
to appear at the Court within mentioned
Boston ss. Aug. 12th 1768
Signed
Sheriff

Witness
Seth Bullard
Shadrach Bell

Jones Call
Mayor

Mayor's Court } Tuesday the 15th Day of Sept.
Madras. } Anno Domini 1778.

Present

James Call Esquire Mayor
John Young and Edward Carnon
Aldermen

Between Henry Dearborn
One of the Attorneys at Law that
Complainant and Plaintiff
& Madras Inhabitant Defendant

The Defendant being in Court and Acknowledged
the Justness of the Complainants Demand & this Court
doth therefore Adjudge the Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complai
Order and Decree that the Defendant shall pay unto the Complai
-nant the full and Just Sum of One Hundred and Sixty Pounds
Lawf. Mo. - together with all such Costs & Expences as
have or shall become Due thereon until full Payment is made also
all Costs of this Suit &c Cur

(648)

Filed the 12th Sept. 1775

To the Honble the Mayor
Court at Madras

Humbly Complaining Sheweth unto this
Honble Court Your Orator Peggoty Iannon Collector of Madras
Inhabitant Merchant Attorney General Executor of the Last Will
Inhabitant That Pervatchy Pedramanah and Condapatchy
Jannoppah Inhabitant Natives Subjects to Your Orator in the
and Just Sum of Two hundred and Fourteen Pagodas Thirty
Fanams and fifteen Cash Current Money of Madras Mohur
Sterling Money of Great Britain The Value of Eight
Shillings for every Pagoda the Sum of Eighty Seven Pounds
Shillings or thereabouts as will More fully Appear by the Bond
of a Mortgage Bond or Obligation from the Said Obligors
Account Current and an Assignment and Power of Attorney
hereunto Annexed for the Inspection of this Honble Court to which
Your Orator Most humbly Refers and Craves the same may be
part of this Your Orator's Bill of Complaint and Your Orator
Sheweth that this Honble Court has the Authority Jurisdiction
Amicable Manner Inquiries Summary Proceedings
Pedramanah and Condapatchy aforesaid and Sum of Two hundred
Fourteen Pagodas Thirty Fanams and fifteen Cash
But now so it is

(649)

Pervatchy Pedramanah and Condapatchy Mayapoon Thoss Corporal Battu
of all Your Orator's Just and Lawful Answer Make to all and Singular the
Matters and things herein before Set forth and Alledged as fully Truely
Perfectly and Effectually to all Intents and Purposes as if the same were
herein again Repeated and Particularly Interrogated and that they
May be decreed to pay unto Your Orator the Aforesaid Sum of Two
hundred and Fourteen Pagodas Thirty Fanams and fifteen Cash
together with Interest as now is or shall Become due thereon and also all Costs of this Suit

Humbly Pray this Honble Court to Cause the
said Pervatchy Pedramanah and Condapatchy to be Summoned
and Required by the Sheriff of Fort Saint George Town of Madras
aforesaid or his Deputy to Come personally to be and Appear
before this Honble Court at the Certain time and place to be by this
Honble Court Prefixed and Appointed then and there to Answer
this Your Orator's Bill of Complaint and further to Stand and
Abide by such Order and Decree therein as to this Honble Court
Shall Seem Meet

Geo. Le Hoissard
Attorney for the Complt

12th September 1775
Then Delivered a Copy of the Summons
in the Days of Adjournment Note
Summons issued Returnable the Next Court Day
James Call
Mayor

(650)

Translation of Mortgage Bond from Contemporary Debtor
to Mr. Smith 1773

We Richmond and Contemporary Bond
Jointly to Grant the Mortgage Bond to Mr. Smith
Seal and Witness Peter Longman Our Hand Bond Mark
the Petty Sales of Our Houses Situate & Wrapped Mark
the West Room & Chamber the Houses Situate Mark
Corridor Corporate and the Corporate Ground Mark
Together Wrapped Bound and Ruined Hereditaments
Lands and the Hereditaments Together Mortgage Mark
Which Sum We promise to pay Unto the Said Smith
Executors of Mr. Smith Executed and Sealed
Three Months Notice of Payment Mortgage
Payment Three Years Mortgage Mark
in Public Office by the Mayor Bond and Mark
Witnesses Witness Mark Corporate Mark
Porter Petty and Corporate Porter Mark
Drawn by Porter Porter Mark

Witnesses
Witness
Corporate
Private Porter Petty
Porter Mark

(Signed) Richmond
Contemporary

(651)

Copy of Mortgage Bond from Richmond and Contemporary Debtor to Mr. Smith

By Cash Received			4 5
By Cash Received for 6 Months Interest due 25th June last			5 2 10
By Cash Received this Day			210 [illegible]
Balance		223 [illegible]	223 [illegible]
Balance	223 [illegible]		
Interest for 12 Months	12 [illegible]		
Balance	210 [illegible]		

Port Mortgage

90

(65½)

91

Whatsoever the said Pascal Dawson or his Attorney or Attorneys under him
shall Lawfully do or cause to be done touching the said Property Navarre Chilly
hereby Allowing and Affirming and the said Property Navarre
Chilly doth Covenant with the said Pascal Dawson that the said
Property Navarre Chilly hath not Received nor will Receive the said
Money Never to become Due on the said Mortgage Bond or
Writing Obligatory neither shall or will Release or Discharge
the same or any part thereof but will Own and Allow of all Lawfull
Proceedings for the Recovery thereof the said Pascal Dawson
Saving the said Property Navarre Chilly harmless of and from
Any Costs that may happen to him thereby In Witness whereof
the said Property Navarre Chilly hath hereunto Set his hand
and Seal in Madras aforesaid this Twenty Day of September in the
Year of Our Lord One Thousand Seven Hundred and Seventy Eight

Witnesses

Mayor's Court at Madraspatnam } Tuesday the 22nd Day of Sept.r Anno Domini 1778

Present

James Call Esquire Mayor
Edm. John Holland and Edw Saunders
Aldermen

(65½)

Exhibited and Sworn to by the Complainant Duncan Allen
Esquire one of the Solicitors of this Honble Court and
Subscribed by the Complainant and Examined
Entered and Compared by
the Examiner of this Honble Court

The Defendant Leopold Baron de Wayde
Acknowledging the Indebtedness of the Complainant Duncan Allen
Esquire as in the Complainants Bill of Complaint and Demand
thereof Admitted Confessed and Acknowledged and Humbly
Ordered and Decreed that the Defendant Leopold Baron de Wayde
Pay unto the Complainant the said Duncan Allen Esquire the Sum of
and Seventy Pagodas Principal Money and Interest Computed
21st. Jan. 1815 Together with all such Interest as shall become due
thereon from the time of the Decree and all Costs of this Suit

Decr

Filed March 4th 1815

To the Honble the Master
of the Court of Exchequer

The Humble Complaint of Duncan Allen Esquire
Solicitor of this Honble Court Your Orator
That Leopold Baron de Wayde of the Same Place Esquire
Indebted and Stands Indebted unto Your Orator in the
Just Sum of Eighty Pagodas Current Money of the Coast
of Malabar Money of Great Britain of the Value

Orator Bearing Date the Eighth day of September which was in the
Year of Our Lord One Thousand Seven Hundred and Seventy Seven
for the said Sum of Eighty Pagodas With Interest Payable every three
Months from the Date thereof which said Bond or Writing
Obligatory is in Your Orator's Custody and Ready to be Produced for
the Perusal of this Honble Court when Required and Your
Orator further Sheweth unto this Honble Court that he hath
frequently and in an Honourable Manner Requested Payment
from the said Leopold Baron de Wayde of the said Sum of Eighty
Pagodas and Interest

But now so it is May it please this Honble Court
the said Leopold Baron de Wayde 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 Leopold Baron de Wayde
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 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 Eighty Pagodas with all Such
Interest as now is or shall become due thereon and also
all Costs of this Suit

Mayor's Court at Madraspatnam

Tuesday the 2d Day of June Anno Domini

Present

James Call Esquire Mayor

Edm. Fohn Holland and Eleven

Aldermen

Mayor's Court

Upon the Petition of Leopold de Mendes de Salamanca and Myer Abraham Leopold de Mendes de Salamanca and Myer Abraham Inhabitants of Fort Saint George Merchants and the Petitioners Personally to be and Appear before this Honble Court at this Time and Place to be by this Honble Court Perfected and Myer Time and Place to be by this Honble Court Perfected and Myer Abraham to Answer their Joint Bill of Complaint and further to Hear and Abide by such Order and Decree as this Honble Court shall Think Meet

John Lukis

Attorney for the Petitioners

Upon Usual Rules have issued for the Defendant to Answer the Complainants Bill and he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eighty Pagodas S.P. 80 - together with all Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Filed 13th Nov. 1771

To the Honble the Mayor & Court at Madraspatnam

The Humble Complaining Shewith unto this Honble Court Your Orator Edward Monkey of Madras Inhabitant That Leopold de Mendes de Salamanca Myer Abraham Inhabitants Stands Indebted unto Your Orator in the Sum of Just Sum of Thirty Pagodas Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds Whereof Andries Theunis Leopold de Mendes de Salamanca Myer Abraham is Joint Maker of a Promissory Note of Hand to Your Orator bearing Date the Thirteenth Day of March in the Current Year of Our Lord One Thousand Seven Hundred and Seventy Seven for Thirty Pagodas on the Contract Pagoda Now the Thirteenth Day of April Last whereof the said Promissory Note of Hand is now in Your Orator Custody and Ready to be produced for the Inspection of this Honble Court when required and Your Orator further Shewith unto this Honble Court

Pagodas and Interest

Robinson &c. Mayors Court

Court the said Leopold De Meyde Obtained Against the said Defendant
the same by their Order bearing Date the Day of Last
Previous Your Orders thereupon Issued & Served on the said Defendant
Court hath Appear Agreeable to Equity and the said Court
Ord thereupon that Plaintiff Leopold De Meyde should
Oath full Debt and proper Damages make Ballance due
Matters and things herein before Specified and Allege on the
and Effects of the said Defendant and Plaintiff as aforesaid
Against Recorded and Particularly Entangled and the
Damages to pay unto Your Orator the aforesaid Sum
with Allowed Interest to answer as shall thereafter
Unanswerable Cost of this Suit

Joint Plaint of this Humble Court the
Leopold De Meyde to be Summoned and to Appear
of said Mayors Court of Madraspatam and the Defendant
Person to be Served Appear before this Humble Court
Summoned to Answer the Plaint Bill of Complaint
thereof Humble to Answer their Plaint Orders
further to Said Court & this Summons Order and Decree
this Humble Court shall Seem Meet

3d. Nov. 1711

Thos Bellamy Clerk Summoned the Defendant
of Appearance to this Summons from
Honourable Mayors Court Day
Andrew Monteith

John Nicholl
Attorney for the Plaintiff

Mayor's Court of Madraspatam } Tuesday the 22 Day Sept. Anno Domini 1713

Present

James Call Esquire Mayor
Edm. John Holland and Edm. Saunders
Aldermen

Between Thomas Mosley of Madras Inhabitant Complainant and Leopold De Meyde of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the usual Rules have been for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit the Order and Decree and doth Accordingly Ordered and Decreed that the Defendant shall Payment the Complainant the full and just Sum of Eighty Pagodas & Fan. 30. Together with the allowed Interest as now is or shall hereafter become Due thereon until the full Payment is Made & all Cost of this Suit

Decree

Filed the 12th July 1773

To the Honble the Mayor Court at Madraspatnam

Humble Complainant

Humbly Complaining Sheweth unto Your Honble Court Your Orator William Roberts of Fort St George Gentleman That Christopher Montagu of Madras Merchant Stands Indebted unto Your Orator in the Sum of Sixty five Pagodas Thirty One Fanams and Forty Cash Current Money of Fort St George Sterling Money of Great Britain the Sum of Fifty Pounds Two Shillings and Sixpence Sterling Money of Great Britain as Your Orator is informed and Believes which Sum of Sixty five Pagodas Thirty One Fanams and Forty Cash Your Orator hath frequently demanded of him and he still refuses to pay the same to Your Orator Wherefore Your Orator prays Your Honble Court to grant unto Your Orator the Writ of Capias ad Respondendum to be directed to the Sheriff of Fort St George commanding him to take the Body of the said Christopher Montagu and him safely keep so that he may be and appear before Your Honble Court to answer unto Your Orator in a Plea of Debt and Damages for Detaining the Sum of Sixty five Pagodas Thirty One Fanams and Forty Cash and that he may Pay unto Your Orator the Sum of Fifty Pounds Two Shillings and Sixpence Sterling Money of Great Britain aforesaid with Interest for the same and Costs of Suit

William Roberts

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 Sixty five Pagodas Thirty One Fanams and Forty Cash together with the Allowed Interest thereon to be Computed from the Time of Exhibiting this Bill and Costs of this Suit

Mayors Rule This Honble Court the Cause aforesaid Christopher Montagu be Summoned and Required by the Sheriff of Fort St George Gentleman to be and Appear before this Honble Court to a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Henry Dalrymple
Attorney for the Compt

12th July 1773
Let a Subpoena issue returnable on the Second of the Days of the Ensuing Term and Return the Next Court Day

James Call
Mayor

Dated 7th March 1773

To Christopher Montagu of Madraspatnam Merchant Mayor of Fort St George

You are Hereby Commanded to Summon Christopher Montagu of Madraspatnam Merchant to Appear before the Mayor's Court to be held on the Second of the Days of the Ensuing Term at the Usual Hour of Nine in the Forenoon then and there to Answer unto a Bill of Complaint Exhibited against him by William Roberts of Fort St George Gentleman and to Abide by such Order and Decree therein as to the said Court shall Seem Meet

Dated 7th March 1773

Henry Dalrymple
Attorney for the Compt

I promise to pay unto the Treasurer of the Orphan Court
Interest as may become Due thereon after the rate of 12 P Cent P Ann
Thus I Voluntarily Give this Obligation and Bind Myself
Mortgage and Annuity. Mortgage by Two Pagodas
by Condapram

Witness Signed (Signed) Contrapam
Mattas and Annuity

A true Translation of the above Obligation
Malabar Language by Sadanga the Linguist

Mayor's Court Madraspatnam } { Tuesday the 22nd Day of Anno Domini 1772

Present

James Call Esquire Mayor
Edm. John Holland and Edm. Saunders
Aldermen

Between William Knox Gent Plaintiff
and Thomas Mackett Defendant

A. Spencer

Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has neglected to do Wherefore this Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Sixty four Pagodas Thirty One Fanams and Forty Cash Pags. 64. 31. 40 Sterling with a Months Interest as now is or shall become due thereon and all Costs of this Suit

By the Court

Filed this 27th July 1772

To the Honble the Mayor's Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator George Mendez of Madras Inhabitant that Moses Nunnies and Jacob de Pagavalen of the same place Merchant Stand Indebted unto Your Orator in the Sum and Just Sum of Three hundred and fifty One Pagodas Eighteen Fanams and Twenty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of One hundred and Forty Pounds and Eleven Shillings as Your Orator is well Manifestly and at large Appears by an Account Current and also by Copies of the Translations of a Bond or Obligation Dated the Third Day of October in the Year of Our Lord One Thousand Seven hundred and Seventy Seven under the Hand of the said Moses Nunnies and of a Separate Bond Given and Granted unto Your

Dated 3. Octr 1777

Know all Men by these Presents that We Ramen Ramanen Chetty and Mudaly of Batavia and Migrel Coneren Moor Proveder Convict of the Fiscal and Court of Schepenen Do Bind ourselves Our Heirs Executors and Administrators unto the Honble Company in the Sum of Rixdollars Two Hundred and Fifty Current Money of Java for the Payment whereof We bind ourselves Our Heirs Executors and Administrators Jointly and Severally by these Presents Sealed with our Seals and Dated this 3d Octr 1777 Whereas We the said Ramen Ramanen Chetty and Migrel Coneren Moor Proveder have this day purchased at Publick Vendue held by Order of the Honble Court of Justice the Lot of 12 Cattys Cardamoms for the Sum of Rixdollars One Hundred and Fifty Two Stivers to be paid on the 25th Octr Next Rixdollars One Hundred and Fifty Two Stivers more on the 25th Novr Next Rixdollars One Hundred and Fifty Two Stivers more on the 25th Decr Next and Rixdollars One Hundred and Fifty Two Stivers more on the 25th Jany 1778 and Rixdollars One Hundred and Fifty Two Stivers more on the 25th Febry 1778 Now the Condition of this Obligation is such that if We the said Ramen Ramanen Chetty and Migrel Coneren Moor Proveder shall punctually pay the above Sums of Money at the Times above mentioned then this Obligation to be void and of none Effect but otherwise to remain in full Force and Virtue In Witness whereof We have hereunto set our Hands and Seals at Batavia the Day and Year above written

Witnesses Signed Ramen Ramanen Chetty

Mannaty Nainapen

Lydapenam Candapen

Signed Migrel Moor Proveder

A True Translation from the Original Malabar Language

Henry Dirkzy

Mo. Dirkzy for the Compy

Dated 3. Octr 1777

I Pakawatta Bagavan do Give this Agreement to Mr George Mendez that One Ramen Ramanen has Borrowed and Received of You the Sum of Six Hundred Pagodas upon this Bond Which the said Sum of the said Ramen Ramanen is not failing to Discharge the Same According to the Time Limitted in this Bond Promised to pay you or before the 30th February 1778 Be with the Said Limitted Morning upon Ramen Ramanen Bond by the Inscription of Valavanpatter Pillay Nainapen Modelliar I do Give this by my Consent Witness for Mannaty Nainapen Modelliy and Lydapuram Candapen Modelliy by their Knowledge Drawn and Signed

Witnesses Signed Pakawatta Bagavan

Mannaty Nainapen

Lydapuram Candapen

A True Translation from the Original Malabar Language

Henry Dirkzy

Mo. Dirkzy for the Compy

(668)

Mayor's Court at Madraspatanam } Tuesday the 22d day of Sept. Anno Domini 1778

Present

James Call Esquire Mayor

Edwd. John Holland and Edwd. Harrison Aldermen

Benjn. Torriano Gent. Sheriff

Mayor's

L.S.

W. Appiarius Gent. Recorder

The Mayor Court Proceedings of the 15th Inst. being read over and Confirmed

Ordered that the Mayor do issue his Precept to the Sheriff to Summon a Jury of Twenty Eight Freeholders to attend this Court on Tuesday the 29th Inst. at 10 o'Clock in the Forenoon

Ordered that the Sheriff do Summon Mr. Thomas Hall to attend this Court as a Witness in the Cause Wherein Mr. Thomas Hall is Plaintiff and Mr. Thomas Hall Defendant

and perfect Answer Make to all and Singular the Matters and things
herein before Set forth and Alledged as fully Truly and Effectually to
all Intents and purposes as if the same were herein again Repeated
and particularly Interrogated and that he may be Decreed pay
unto Your Orator the aforesaid Sum of Six Hundred Pagodas
together with all Interest as now is or shall become due thereon after
become due thereon also all Costs of this Suit

Humbly pleases this Honble Court to Decree the
said Matchellah Vendagopah to be Summoned and Required by
the Sheriff of Fort Saint George Lawful Attorney &c. to appear before this Honble
District Court personally to be and Appear before this Honble
Court at a Certain time and place to be by this Honble Court
prefixed and Appointed then and there to Answer the Premises
Orators Bill of Complaint and further to
abide by such Order and Decree therein as to this
Court shall seem Meet

Hanway Dilly
Attorney for the Complainant

Translate of a Mortgage Bond Dated the 20th

I Matchellah Vendagopah of Madras Merchant
Give the Mortgage Bond to Cojah Gregorio
Planter and Merchant Creditor Sum Madras
Ground with the 2 Bills of Sale the One Obliged
Committed in my Name and the Other in the Name
Duly from whom Bought which Ground
Narrella Pillah Son Chundoo of Madras
Pennel

100

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Matchellah aforesaid Mortgage Have Borrowed and Received of
him the full and Just Sum of Pagodas (600) Six hundred Pagodas
Current Money of Madras which Sum I Promise to pay on
Demand with the usual Interest as may become Due thereon after
the Rate of 9 P Cent P Annum Date Given this by my Consent
Witnesses Cojah Miguel Owanes and Chinnoo Chitty by their
Knowledge Dewan Broker Madras Vizanagar

Witnesses
Cojah Miguel Owanes
Chinnoo Chitty

Signed
Matchellah Vendagopah

Above Translation Witness as can be from the
Original Matchellah Vendagopah Subscribed
Interpreter

Hanway Dilly
Attorney for the Complainant

Mayor's Court at Madrasapatnam } Tuesday the 22nd Day of Sept.
Anno Domini 1778

Present

James Call Esquire Mayor
Edw. John Holland and Edw. Saunders
Aldermen

Between Cojah Gregorio
Seaman of Madras Merchant Complai
nant and Matchellah Vendagopah of

the Same of Madras Inhabitants
Defendant

Whereas by the Records of this Court that
the Space of Six Months since the same was Served by Your Majesties
Charter for Expediting the Returns of the Warrants of Arrestation
Issued Against the Defendants Effects and that the Defendant
hath not made any Appearance in Court to Answer the Complainants
Bill Now this Court doth therefore think fitt to Order and Decree
and doth Accordingly Order and Decree that the Defendant
shall Pay unto the Complainant the Sum of Two Hundred
Hundred Pagodas Pag. 200 ——— Sicca Weight with Interest
Interest as aforesaid Shall Accrue after the Same Becomes Due
full Payment be Made also all Costs of this Suit

Dated this 25th Sept. 1718

To the Honble the Mayor
and Court of Madras Spankan

Humbly Complaining Sheweth unto
Your Honble Court Your Orator Sarkarry of Madras Merchant that
Lingapah &c. Mayder of Madras Inhabitant that Rangapah
Armagaun of the same Place Inhabitants stands Indebted
unto Your Orator in the Sum of Three Hundred
Pagodas Current Money of Madras Making in Sterling
Money of Great Britain at the Rate of Eight Shillings
Every Pagoda the Sum of One Hundred and Twenty Pounds
Sterling for which they Appear [illegible]

101 (673)

of a Mortgage Bond and a Security Bond Sworn and Granted unto Your
Orator by the said Rangapah and Armagaun the fourth Day of October
which Bonds are the Year of Our Lord One thousand Seven hundred and
Seventeen Seven and also by Copy of an Affirmation thereunto Annexed for the
Inspection of this Honble Court all Whereby Your Orator prays may be
Admitted as part of this his Bill of Complaint and that Your Orator
hath Frequently and Civilly Demanded the Payment of the
said Sum of Three hundred Pagodas from the said Rangapah and
Armagaun

But now so it is May it Please this Honble
Court that the said Rangapah and Armagaun Obstinately and Contemptly
Refuse to Pay the Same or to Give Your Orator any Manner of Satisfaction
for the Same Wherefore Your Orator Humbly prays a Genl Subpoena
to the Same Issue to the Defendant Directed Commanding Him
at a Certain Time and Under a Penalty therein to be Limited
personally to be and Appear before this Honble Court to Answer the
Premises and Abide by such Order and Decree therein as to this Honble Court Shall
seem Meet and Your Orator shall Ever Pray

Mayr & Court to Cause the said Rangapah and Armagaun to be Summoned and Enjoined
by the Sheriff of Fort St George Some of Madras Peons and the
Constable thereof Personally to be and Appear before this Honble
Court at Certain Time and Place to be Limited by this Honble Court Pursuant

and Appointed them and their to Answer the Plaintiffs Bill of
Complaint and further to Stand to and abide by such Order and
Decree therein as to this Honble Court shall seem Meet

Henry Dundas
Attorney for the Complainant

1778
Sept. 25th

Then Delivered Thereunto annexed a true
Translation of the Original Malabar Language
Letter and Returned the Same to
Henry Dundas Esqr

James Hill
Mayor

Dated 10th October 1778

Rangappa Servant to Ramadasa Dasa Inhabitant of
Cognatah Cast to Know all Men by these Presents that I the
Said Rangappa am held and firmly bound unto the Honble
Henry Dundas Esqr Advocate General of Madras in the Sum
of Three hundred Pagodas Current Money of Madras for the
Payment whereof well and truly to be made I do hereby bind
myself my Heirs Executors and Administrators firmly by these
Presents Sealed with my Seal and Dated this 10th Day
of October 1778 Whereas the above bounden Rangappa
hath this day Executed unto the above named Henry Dundas
Esqr a Mortgage Deed of Certain Lands Tenements and
Hereditaments Situate Lying and being at Madras aforesaid
and bounded as in the said Deed is Mentioned and Expressed
Now the Condition of the above Obligation is such that if the
above bounden Rangappa his Heirs Executors or Administrators
or any of them do and shall well and truly Pay or Cause to be
Paid unto the above named Henry Dundas Esqr his Executors
Administrators or Assigns the full and Just Sum of Two
Hundred Pagodas Current Money of Madras aforesaid with
Interest for the same at the Rate of Twelve and a half per
Cent per Annum on or before the 10th Day of January 1779
without any Deduction whatsoever according to the Condition
of a certain Mortgage Deed bearing Date with these Presents
Executed by the above bounden Rangappa unto the above named
Henry Dundas Esqr for the Lands Tenements and Hereditaments
therein Mentioned and Described Then the above Obligation
to be void and of none Effect or else to remain in full Force
and Virtue

Witness Signed
Venkatachella
and
Vencanna

(Signed) Rangappa

N.B. Three Interlineations as Near as can be from
the Original Malabar Language

H. Dundas
Attorney for the Complainant

10th October 1778

Whereas Rangappa the above bounden hath this day Executed
unto the above named Henry Dundas Esqr a Mortgage Deed to
secure the Payment of Two Hundred Pagodas with Interest
according to the Condition of the said Mortgage Deed as by
the same Relation being had thereunto may more fully and at
large appear Now the Condition of the above Obligation is such
that if the above bounden Rangappa his Heirs Executors or
Administrators or any of them do and shall well and truly Pay
or Cause to be Paid unto the above named Henry Dundas Esqr
his Executors Administrators or Assigns the full and Just Sum
of Three Hundred Pagodas Current Money of Madras aforesaid
with Interest for the same at the Rate of Twelve and a half per
Cent per Annum on or before the 10th Day of January 1779
without any Deduction whatsoever according to the Condition
of the said Mortgage Deed bearing Date with these Presents
Executed by the above bounden Rangappa unto the above named
Henry Dundas Esqr for the Lands Tenements and Hereditaments
therein Mentioned and Described Then the above Obligation
to be void and of none Effect or else to remain in full Force
and Virtue

Witness Signed
Venkatachella
and
Vencanna

(Signed) Rangappa

N.B. Three Interlineations as Near as can be from the
Original Malabar Language

H. Dundas
Attorney for the Complainant

Provided to pay Two Rupees before the 10th January 1779 with the said Interest
as may become due thereon after the Rate of 12½ per Cent per Annum Inde-
fault of Payment of further Provided Nevertheless the Mortgage and Debt of
Two Hundred Pagodas with the Interest at 12½ per Cent per Annum Shall Voluntarily
Give this Mortgaged Deed Witnesses Whereof I the said Rangappa and
Seemanaiengare Venkatachella Mudelliar by their Knowledge
Drawn by Commadan

Witness Signed
Venkatachella
and
Vencanna

(Signed) Rangappa

N.B. Three Interlineations as Near as can be from
the Original Malabar Language

H. Dundas
Attorney for the Complainant

10th October 1778

Whereas Rangappa the above bounden hath this day Executed unto
the above named Henry Dundas Esqr a Mortgage Deed to secure
Payment of Three Hundred Pagodas with Interest according to the Condition
of the said Mortgage Deed as by the same Relation being had thereunto may
more fully and at large appear Now the Condition of the above Obligation is such
that if the above bounden Rangappa his Heirs Executors or Administrators
or any of them do and shall well and truly Pay or Cause to be Paid unto
the above named Henry Dundas Esqr his Executors Administrators or Assigns
the full and Just Sum of Two Hundred Pagodas with Interest
according to the Condition of a certain Mortgage Deed bearing Date with these
Presents Executed by the above bounden Rangappa unto the above named
Henry Dundas Esqr for the Lands Tenements and Hereditaments therein
Mentioned and Described Then the above Obligation to be void and of none
Effect or else to remain in full Force and Virtue

Witness Signed
Venkatachella
and
Vencanna

(Signed) Rangappa

N.B. Three Interlineations as Near as can be from the
Original Malabar Language

H. Dundas

and Appointed them and thereto Answer their Your Orators Bill of
Complaint and further to Stand to and abide by such Order and
Decree therein as to Your Hon.ble Court shall Seem Meet

Henry DiLPuy
Attorney for the Complainant

1778
Sept.r 25.th

This Bill was Sworn to and Subscribed
the Day & Year aforesaid Before Us
Jam.s Todd
Mayor

Dated 10.th October 1778

Promise to pay Your Honour before the 10.th January 1778 with the usual Interest
as may become due thereon after the Rate of 12 ½ p.r Cent p.r Annum Judge
fault of Payment & further Power to dispose the Mortgaged Premises
Your Debtor Witness Interest at 12 ½ p.r Cent p.r Annum Have Voluntarily
Given this Mortgaged Bond Witness my Hand this 10.th Day of
Decem.r 1777 Witness my Hand at Madras the Day & Year
Drawn by Commadeen

Witness's Signed (Signed) Rangayen
Venkata Chella
and
Arumugam

Sworn to before me at Madras the Day & Year
the Original & Malabar Language
Henry DiLPuy
Attorney for the Complainant

10.th October 1777

Whereas the Above named Rangayen Stands Bound by Bond to
Seshayegah Mandelliar Dated the 10.th Day of January 1778 for
Payment of this Mortgage Bond to You According to the Condition
Same Bond Bound to You that Amount of the said Mortgage
Bond being the Sum of 200 Hundred Pagodas with Interest
Arising thereon at the Rate of 12 ½ p.r Cent p.r Annum and Whereas
the Above Rangayen Voluntarily Gave this Security Bond Witness for Commo
Rangayen Venkatachellum Mandelliar by their Knowledge
Drawn by Commadeen

Witness's Signed (Signed) Arumugam
Venkata Chellum
and
Arumugam

Sworn to before me at Madras the Day & Year
Original & Malabar Language
Henry DiLPuy

Know all People by these Presents that We Pangapeyn Chief Sachem of Mattabesec Wawcus Sachem of Mattabesec Sachem of Mattabesec Indians Inhabitants of the Land of Mattabesec in the County of New London in the Colony of Connecticut in New England for and in Consideration of the Sum of Two hundred Pounds Current Money of Mattabesec aforesaid to us in hand paid before the Ensealing and Delivery of these Presents by Leopold de Marchant of Mattabesec aforesaid Merchant the Receipt whereof We do hereby Acknowledge and thereof and of every part thereof do Acquit and Discharge him the said Leopold de Marchant his Heirs Executors and Administrators by these Presents Have Granted Bargained Sold Aliened Enfeoffed Released and Confirmed and by these Presents do Grant Bargain Sell Alien Enfeoff Release and Confirm unto the said Leopold de Marchant his Heirs and Assigns forever All that Tract or Parcel of Land Scituate Lying and being in Mattabesec aforesaid Bounded as follows Viz. Beginning at a Stake and Stones by the Great River Mattabesec aforesaid at the Mouth of a Small Brook Running from thence Northerly up the said Brook to a Stake and Stones by the Path that Leads from Mattabesec to Nehantic thence Westerly by the said Path to a Stake and Stones by the Path thence Southerly to a Stake and Stones by the Great River aforesaid thence Easterly by the said River to the Bounds first mentioned Containing by Estimation Two Hundred Acres be the same more or less Together with all the Woods Underwoods Timber Trees Ponds Pools Meadows Marshes Waters Water Courses Profits Commodities Hereditaments and Appurtenances whatsoever to the said Tract or Parcel of Land belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Use Property Possession Claim and Demand whatsoever of him the said Pangapeyn and Wawcus in and to the same and every part and parcel thereof To have and to hold the said Tract or Parcel of Land and all and singular other the Premises hereby Granted or Mentioned or Intended so to be with the Appurtenances unto the said Leopold de Marchant his Heirs and Assigns to the only proper Use and Behoof of the said Leopold de Marchant his Heirs and Assigns forever And the said Pangapeyn and Wawcus for themselves their Heirs Executors and Administrators do Covenant Promise and Grant to and with the said Leopold de Marchant his Heirs and Assigns by these Presents that they the said Pangapeyn and Wawcus the said Tract or Parcel of Land and all and singular other the Premises hereby Granted or Mentioned or Intended so to be with the Appurtenances unto the said Leopold de Marchant his Heirs and Assigns against them the said Pangapeyn and Wawcus and their Heirs and against all and every other Person and Persons whatsoever lawfully Claiming or to Claim the same or any part thereof by from or under them shall and will Warrant and forever Defend by these Presents In Witness whereof the said Pangapeyn and Wawcus have hereunto set their Hands and Seals this Twenty Sixth Day of October Anno Domini One Thousand Seven Hundred and Twenty Eight

Signed Sealed and Delivered in the Presence of us

Jno Rogers
Jno Hall

Pangapeyn (Seal)
Wawcus (Seal)

New London ss. October 26th 1728

Then the above named Pangapeyn and Wawcus Sachems of Mattabesec Indians Inhabitants of the Land of Mattabesec in the County of New London in the Colony of Connecticut in New England Personally appeared before me the Subscriber one of his Majesties Justices of the Peace for the County aforesaid and Acknowledged the above Instrument to be their Free Act and Deed

Jno Rogers Justice Peace

Appointed and by these presents Do Nominate Constitute and Appoint the said Leopold de Marchant his Executors and Administrators his true and Lawfull Attorney and Attorneys Irrevocable for him and in their Name and in their Stead and Name of his Executors and Administrators but for the Sole and Proper use and Benefit of the said Leopold de Marchant his Executors Administrators and Assigns to ask Require Demand and Receive of the said Pangapeyn and Wawcus their heirs Executors and Administrators the Mortgage Money and the Interest due on the said Bonds and upon Receipt thereof Acquittances or other sufficient Discharges for the same to Make Seal and Deliver and upon Non Payment thereof to Sue for and Recover the same and Every part thereof with Costs of Suit and upon the said Bonds and Every of them Release and Discharge as fully and to the same Effect in the Law as he the said Leopold de Marchant could do if he were personally present and to Do Execute and Perform all and every other Act Matter and Thing whatsoever in the Premises needful and Requisite to be done as fully to all Intents and Purposes as

Mayor's Court at Madrasapatnam } Tuesday the 29th Day of September Anno Domini 1778

Present

Mr Call

James Call Esquire Mayor

Colton Bamerbank Dent and William Hill

Aldermen

Belmen Inhabitants of this Town

Also the Attorney Appointed by the Inhabitants of Peddy Inhabitant Renter of the Town and Mungapauram and Mungapauram Inhabitant Defendants

The Defendant Mungapauram Inhabitant Not Appearing tho' Solemnly Called to Answer the Contents of the Complainant Dorasawmy Petition Filed the 8th July 1778 Ordered that the Defendant Mungapauram Inhabitant Do Appear Forthwith to Answer the Complainant Petition and Pay Costs of Suit

Rup.s 300 - Together with the Charges Incurred

Costs of this Court

Dft Cur

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Filed the 8th July 1778

To the Honble the Mayor & Court at Madrasapatnam

Humbly Complaining Sheweth unto Your Honble Court Your Orator Tumbeapah of Madras Dubash that Mungapah Merchant of the same place Merchant Stands justly and truly indebted unto Your Orator in the full and just Sum of Twenty four Pagodas three Fanams and forty Cash Current Money of Madras reckoning and Sterling Money of Great Britain after the rate of Eight Shillings for every Pagoda the Sum of Two Pounds and upwards as will more fully and at Large Appear by the Ballance of his Account Current hereunto Annexed for Examination of this Honble Court and unto which Your Orator prays leave to refer himself as part of this Your Orators Bill of Complaint AND Whereas Your Orator hath frequently and instantly Demanded Payment from the said Mungapah Merchant of the said Sum of Twenty four Pagodas three Fanams and forty Cash

But now so it is and May it Please this Honble Court the said Mungapah Merchant Obstinately and wilfully Refuses to pay the same or to Grant Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Process of Subpoena to the Honble Court to Appear Answerable to Equity and Good Conscience AND to the End therefore that the said Mungapah Merchant may upon his Corporal Oath set down and punctual Answer make to all and Singular the Matter and things herein before set forth and Alledged as if the same were Interrogated Upon and Particularly Interrogated and that the same be Decreed to pay unto Your Orator the aforesaid Sum of Twenty four Pagodas three Fanams and forty Cash together with the Interest and Damages for all Time after become due Your Orator

all Costs of this Suit

Joseph Maxwell the Plaintiff in this Cause having been duly Summoned and Required by the Sheriff's Precept to be and Appear before this Honble Court at this present Court to be by this Honble Court perused and Approved Bond and Security for the Due Prosecution of his Complaint and further to Stand and Abide by such Order and Decree therein as to this Honble Court shall seem meet

Test

18th July 1778

Jno Bruere Attorney for the Complainant

Know all Men by these Presents that we Joseph Maxwell of the City of Madraspatnam Gentleman and James Call Esquire Mayor of the said City are held and firmly bound unto the Honble the United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Two Thousand to be paid to the said United Company their Successors or Assigns for which Payment well and truly to be made we bind ourselves our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with our Seals and dated this 29th Day of September Anno Domini 1778

The Condition of the above Obligation is such that if the above bounden Joseph Maxwell his Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named United Company their Successors or Assigns the full Sum of Pagodas One Thousand or such part thereof as shall remain due upon the Balance of Account between the said Joseph Maxwell and the said United Company at the Time of his Decease without Fraud or Delay then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of us

Jno Bruere

Jno Hall

Jno Call

Mayor

Mayor's Court Madraspatnam

Tuesday the 29th Day of September Anno Domini 1778

Present

James Call Esquire Mayor

Colton Denniston Brent and William Webb

Aldermen

Between Joseph Maxwell Gentleman Plaintiff by Jno Bruere his Attorney and Joseph Maxwell Gentleman Defendant

The Plaintiff having exhibited his Complaint against the Defendant the Answer thereto and Bill which he has Replied to and Issue Joined thereon and the Defendant having Entered into Bond with Security for the Performance of the Decree and Orders of this Court in the Premises It is Ordered Decreed and Adjudged that the Defendant shall pay unto the Complainant the Sum of Pagodas Twenty four Thousand three hundred and forty Cash and Pagodas Twenty five Thousand three hundred and forty Cash Pagodas 25. 3. 40. Together with the allowed Interest from the time of the Balance of Account between the Parties until the Day of Payment to be made clear of all Costs of this Suit

By the Court

Dr Cia Joseph Maxwell in Acct Current with Tombagnah

1778					1778		
June	15	To Mr Cochrane for Amount of Bond			July	2	By Cash Received
		Pat 982. 41. 10 @ 4 per Cent per Annum					By Balance due
		on 982. 6. 6 @ 6 3/4 per Cent per Annum	27. 8 20				
July	2	To Do for Interest 763 12 70					
		To Do for the Account 32 5 30					
		1053 24 20					
		Ct per Cent per Annum on 1053 Ha @ 2 per Cent per Annum					
		per Pagodas	25 3 40				
		Pagodas	52 Ha 60				Pagodas

Fort St George 2 July 1778

Errors Excepted

Dft

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Filed the 5th March 1778

To the Honble the Mayor Court at Madraspatam

Humble Complaining

Shew unto the Honble Court Your Orator Pedapenah Sawyar Inhabitant of the Pettah of Allamparvah Inhabitant that Pagadaiah Sawyar of the same place Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of One Hundred and fifty Nine Pagodas and Seventeen fanams Current Money of the Honble Company Trading to the Kingdom of Golconda Coast of Coromandel Making in Madras Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Fifty Nine Pounds Fifteen Shillings and upwards as will more fully and at large appear by the Bill of Particulars and Account Current and Assignment or Transfer thereof Signed by the said Pagadaiah Sawyar for the inspection of this Honble Court and which Your Orator prays may be taken as part of this Your Orator's Bill of Complaint AND WHEREAS Your Orator hath frequently and in a most amicable Manner requested Payment of the said Pagadaiah Sawyar of the said Sum of One Hundred and fifty Nine Pagodas and Seventeen fanams

DUTIFUL OATH And May it Please Your Honble Court the said Pagadaiah Sawyar Unconscionably and unjustly refuses to pay the same or to Put Your Orator into any Manner of Possession of the Premises Your Orator therefore prays Process of this Honble Court may Issue to Compel the said Pagadaiah Sawyar personally to be and Appear before this Honble Court to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

TO THE END therefore that the said Pagadaiah Sawyar may upon his Corporal Oath full true and perfect Answer make to all and singular the Matters and things herein before set forth and Charged as fully truly and Particularly to all Intents and Purposes as if the same were Repeated and he thereunto Particularly Interrogated

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May it Please Your Honble Court to Decree the said Pagadaiah Sawyar to pay unto Your Orator the aforesaid Sum of One Hundred and fifty Nine Pagodas and Seventeen fanams Together with all Costs of Suit Interest as aforesaid or Else Cause him the said Pagadaiah Sawyar to Come and Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Honble Court shall Seem Meet

MAY IT PLEASE this Honble Court to Cause the said Pagadaiah Sawyar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prescribed and Appointed therein and thereto Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

7th March 1778

Wm. Bromley
Attorney for the Complainant

This Bill was sworn between the Days of Adjournment of Hilary Term 1778 before the Complainant taking Oath to the Truth of this Bill and that the Facts therein to be believed. The Defendant will Appear from the Jurisdictions of the Court upon hearing this Bill was filed against him

James Call
Mayor

Rupees 1.12.4

Madras 6th March 1787
Errors excepted
Thos Dallas
Accountant

Rupees 1.12.4

Rupees 62.2.9

Rupees 1.12.4

Rupees 1.12.4

Rupees 1.12.4

undertaken to Contribute and substantiate the said Antonio de Rozario
Attorney or Attornies under him shall have to Pay to the Respondent
said Pedapanaigue Vetha Cornan with the said Antonio de Rozario
his Attorney or Pedapanaigue Vetha as Attorney aforesaid May
hereafter or at any time hereafter commence Prosecute and
Carry to Issue and Effect any Action or Actions Suit or Suits
or any part thereof or either of them or to Release or Discharge them
or any part thereof but will Warrant and Allow of all Lawful Doings
for the Recovery thereof by the said Antonio de Rozario Esquire
Said Pedapanaigue Vetha or his Assigns and for the same Pay
to Same thereby Or Attorney or Attornies of the said Pedapanaigue Vetha
hereunto Set their Hand and Seal in Madras the Sixth Day of
March in the Year of Our Lord One Thousand Seven Hundred
and Seventy Eight

Signed Sealed and Delivered
in the Presence of
John Maddox

Mayor's Court
Madrasapatnam

Tuesday the 24th Day of
Anno Domini 1778

Present

James Call Esquire Mayor
Colton Bomchamb Dent and William Hall
Aldermen

Mayor's Court

Tuesday the 24th Day of
Anno Domini 1778

Present

James Call Esquire Mayor
Colton Bomchamb Dent and William Hall
Aldermen

of Tripliecane Inhabitant by this
Attorney Antonio de Rozario of
Madras Inhabitant Complainant
and Pagadapen Lapagan of the same
Place Inhabitant Defendant

It Appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to Answer the Complainants
Bill which he has Neglected doing This Court doth therefore think
fit the Order and Demand doth Accordingly Order and Decree that the
Defendant shall Pay unto the Complainant the full and just Sum of
One Hundred and forty three Pagodas and Seventeen Fanams Pags
143 - 17 - together with all Costs by Reason or that shall Accrue after
becomes due Whereon unto full Payment is made also all Costs of this
Suit

By the Court

Fort St George 18th Augt 1778

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Shewn unto this
Honble Court Your Orator Peter Vetty Fabricius of Negapatnam
that Cannoo Tangamal Merchant of the same place Inhabitant stands
Indebted unto Your Orator in the full and just Sum of Five Thousand
Star Pagodas Current Money of Madras Making and Sterling Money of
Great Britain Three Pounds Eight Shillings for every Pagoda
the Sum of Eight Thousand Pounds being the Principle of a Mortgage
Bond bearing Date the Twelfth Day of January in the Year of Our
Lord One Thousand Seven Hundred and Seventy Seven in the Custody of

the Rate of Nine per Cent per Annum to Cong[ue]r for which said Bonds
hereunto Annexed for the Inspection of this Honble Court and prayed
by Your Orator to be Annexed as part of this Your Orators Bill of
Complaint And Humbly Complaining Sheweth unto Your Honours
in an Humble Manner Represented that Payment from the said
Cannoo Langanna Naick of the said Sum of Two Thousand Pagodas
Principal Money and Interest aforesaid hath been Humbly
Demanded but Refused and Neglected to be Paid by the said
Cannoo Langanna Naick Contrary to Equity and Good Conscience
In Tender Consideration whereof and for that Your Orator is
without Remedy in the Premises save by the Aid and Assistance
of this Honble Court to whom Only Relief in Cases of this Nature
doth Appertain And to the End and Intent that the said Cannoo
Langanna Naick may upon his Corporal Oath a full true and
perfect Answer make to all and Singular the Matters and things
herein before Set forth and Alledged as fully to Every Interrogatory
Effectually to all Intents and purposes as if the same were
again Repeated and Particularly Interrogated and that he
be Decreed to pay unto Your Orator the aforesaid Sum of Two
Pagodas together with all Interest Commission and Charges
become Due thereon as also all Costs of this Suit

May it please this Honble Court the said
Cannoo Langanna Naick to be Summoned and Required by the Writ
of Subpœna issuing out of His Majesties Court of Judicature at Fort Saint George Commonly called Madraspatnam and the Writ to Subpœna
personally to be and Appear before this Honble Court to Answer the
premises and Stand to Abide by such Order and Decree herein
and Direction in the premises as to this Honble Court shall Seem Meet
and Direct to Answer this Your Orators Bill of Complaint and
further to Stand to and Abide by such Order and Decree herein
as to this Honble Court shall Seem Meet

Pigeon
Mr. Ryder

Bill Exd 8th Augt 1778
This Bill was sworn to before me

(689)

109

Copy of the Translation of a Mortgage Bond Dated the 6th of Jany 1777

Cannoo Langanna Naick and any Relations of Mystery do Know
this Mortgage Bond the English Missionary Padery Mr Fabricius of the
same place Maketeroy on Our Mystery Oneacoon Mortgaged
Our Topee Pattah or Garden with all the Appurtenances Containing 65
Pieces of Ground Situated at Tengatcoan East Side to Sea Shore Road
West Side to Landed Pattah North side to Wherrondy and South side to
Bazar Street and Borrowed and Received of Your Honours Sum of 2000
Two Thousand Star Pagodas Current Money of Madras which Sum
I Promise to pay on the 30th of March 1778 with Interest Entered as
May be Incurred thereon at the Rate of 9 p[er] Cent p[er] Annum in case
default of such payment I Hereby Covenant to Sell the said
Grounds and pay Unto Your Honours the Interest Made Good this by Our
Current Witness Tenumaundoyen Vencatachalapilly and Cobor
Panoan all Chilly by their Knowledge Drawn by Cangalanaygen
Cannapilly the Naick

Signed
Cannoo Langanna Naick
Tenumaundoyen Venatachalam
Panoan

A True Copy
J Dyson

Mayors Court at Madraspatnam } Tuesday the 6th Day of October Anno Domini 1772

Present

James Call Esquire Mayor
George Proctor and Benj.a Roebuck
Aldermen

Between [illegible] Plaintiff
and [illegible] Defendant

The Defendant by his Attorney Comes into Court and Acknowledging the Justice of the Complaint Desires Time to Comply with the Order and Decree of this Court Made therein for which Time is Granted him Accordingly Order and Decreed that the said Defendant shall pay unto the Complainant the Sum of Pagodas 2000 in Part of the Pagodas Three Thousand Three Pagodas and Eight Fanams Principal and Interest now in Question in this Cause Together with Costs of Suit and that Such Payment be made on or before the 10th Day of November next ensuing the Date hereof Or in Default thereof that the said Defendant do Stand Committed to the Prison of the Choultry there to Remain until he shall have made such Payment as aforesaid

110

22 June 1778

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Veeragoa Chitty by his Attorney Agustus de Cruz of Madras Inhabitant That Swadia de Mador Nina de Chitty Cundapoon of the Same Place Inhabitant Stands Indebted unto Your Orator in the Sum of Pagodas Three Thousand Three Hundred Current Money of Madras full and just Sum of Twenty Three Hundred Current Money of Madras Making and Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Thirteen Pounds and Four Shillings or thereabouts as will More fully and at Large Appear by an Account Current Copy of the Translation of a Bandor Obligation Dated and Granted unto Your Orator by the said Swadia de Mador Nina de Chitty Cundapoon on the Twenty Ninth Day of August which Was in the Year of Our Lord One Thousand Seven Hundred and Seventy Six as also by Copy of an Agreement thereunto Annexed for the Inspection of this Hon.ble Court to Which this Your Orator Prays May be Admitted as part of this his Bill of Complaint and Prays May be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and Divers and Various Manner Requested Payment of the said Sum of Twenty Three Hundred Pagodas from the Said Swadia de Mador Nina de Chitty Cundapoon 110

But now so it is May it Please this Hon.ble Court the said Swadia de Mador Nina de Chitty Obstinately and Wilfully Refuses to pay the same or Give Your Orator any Manner of Satisfaction Touching the premises Your Orator therefore Prays a Genl Relief as to this Hon.ble Court shall Appear Agreeable to Equity and Good Conscience And to the End Purpose that the said Swadia de Mador Nina de Chitty

Chitty Condapoen May appear this Current Chitty shall have Liberty to put in
Answer make Oath and Answer to the Matters and Things herein before
and Alledged as fully Truely and Effectually to all Intents and purposes
as if the same Were herein and Hereby Particularly Interrogated
that he may be Decreed to pay unto Vana Cootan the aforesaid Sum of
Three Pagodas so Further as the Said Court shall Think fit
become due thereon also all Costs of this Suit

Humbly Pray that this Honble Court the Cause aforesaid
Vadoo Nonah Chitty Condapoen to be Summoned and Appeared by the
Sheriff of Fort Saint George Dewan of Madraspatnam and that he
there Personally to be and Appear before this Honble Court to Answer
him and Place to be by this Honble Court provided and Appointed
and thereto Answer this Your Orators Bill of Complaint and further
Stand Bound & abide by such Order and Decree therein as to this
Court shall Seem Meet

Sworn in Court
21st Dec 776
Before the Court

D. Vandeah Vadoo Nonah Chitty Condapoen in Account Current with Nanagoen Chitty

1776							
Augt	29	To the Amount Principal Sum Bond Dated as Date	24	-	-	1776 Augt 29 By Cash Received	6 -
						Sept 21 By Interest on Ditto 24 from 29 Augt to this Day at 2½ per Cent per Month	14 -
1776 June	21	To Interest on Ditto 24 from 29 Augt to this Day at 2½ per Cent per Month	5	10	-		
		Amount				By Balance	33 -

Pagodas 33 - -

Fort Saint George 21st June 1776

Errors Excepted
Pagodas

(693)

Dated 29th August 1776

I Vandeah Vadoo Nonah Chitty Condapoen of Madras Do Give
this Obligation Bond to Nanagoen Chitty Son of Madapoen Dewan
Nonah Chitty of the Same Place Merchant for and Urgent Occasion
Have Borrowed and Received of them the Just and Just Sum of
Thirty Four Pagodas Current Money of Madras which Sum
I Promise to pay on or before the Twenty Ninth September Next
in default of Payment I Promise to pay and Deliver unto
Such Interest at the Rate of 2½ Cent per Month Since I
Voluntarily Grant this Obligation Witness Tegapoe Chitty
Son of Pedapoy Chitty and Chinnawaley Nanagoe Chitty by
their Knowledged Drawn by Chitty Chitty

Witness
Nanagoen
Tegan

(Signed)
Nonah Chitty Condapoen

A True Copy
H. D. Pitt
Atty for the Company

To all People to whom these Presents shall come Greeting Know ye that I Vadoo Nonah Chitty Condapoen of Madras Inhabitant Indebted and by One Bond or Obligation bearing Date the Twenty Ninth of August which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Six become bound unto Nanagoen Chitty of the Same Place Inhabitant and the Sum of Thirty Four Pagodas Condition'd to be paid on or before the Twenty Ninth Day of September in the aforesaid Year

Satisfaction Payment prejudice on Demand unto the Said Obligee
Rate of 6 p Cent p Annum as by the said Bond and Condition
thereof May Appear and Whereas there was Remaining Due
Sum of Thirty three Pagodas for the principal and Interest
upon the same Bond Now Know Ye that the said
Chilly for a Valuable Consideration to him in hand paid by
De Cruz of Madras aforesaid at or before the Sealing and
Delivery of these Presents the Receipt whereof he the said
Chilly Doth hereby Acknowledge hath Bargained and Sold
hath Assigned and Set over and by these Presents Doth
and Sets over unto the said Agnelus De Cruz the said
Bond and all the Money or Amount Principal and Interest
thereupon Due and Owing and which May become Due for
all his Right and Interest of and to the Same and
thereof and the said Nuragua Chilly for the Consideration
hath made Constituted and Appointed and by these
Make Constitute and Appoint the said Agnelus De Cruz
Executor and Administrator his true and Lawful Attorney
Attorney Irrevocable for him and in his Name and Stead
and Name of his Executor and Administrator for the
Proper Use and Benefit of the said Agnelus De Cruz his
Administrator and Assigns to ask Require Demand and Sue
of the said Judicial Under Sheriff Chilly Contagnes his
Executor and Administrator the Money due and to become due
the said Bond and on non Payment thereof the said
De Cruz his Said Executor and Administrator to
Recover the Same and non Payment thereof to Cancel Release
the said Bond and upon Payment thereof to Cancel Release

for and Out of mine Attorney or Attorneys under him to be Substituted
and Whatsoever the said Agnelus De Cruz or his Attorney or
Attorneys under him shall Lawfully Doing therein Promises the
said Nuragua Chilly Hath hereby Allow and Approved the
said Nuragua Chilly Hath Covenant with the said Agnelus
De Cruz that he the said Nuragua Chilly hath not Received
Will Release the said Money due or to become due Due upon the said
Bond or any Part thereof Neither shall Use or Release or
Discharge the Same or any Part thereof but will Allow and
of all Lawful Proceedings for Recovery thereof In Witness
Agnelus De Cruz Seaming the said Nuragua Chilly hereunto Set
and Seal any Date that May happen to Come thereupon
his hand and Seal this Month of
One Thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
Nuragua Chilly
Where no Stamp Paper is to be had
in the Presence of
Ramah
Pagoda Helenus Esqrs

Nuragua Chilly
Where Every
Wm Dirom
Attorney for the Exempt

(696)

Mayor's Court at Madrasapatnam } Tuesday the 6th Day of } Anno Domini

Present

(L.S.) James Call Esquire Mayor

George Proctor and Benjn. Robinson

Aldermen

Between Burton Merchant

by his Attorney Jonathan Duncan

Madras Inhabitant Merchant

and Lingah Chitty Alias

Cundapoor Chitty

late Inhabitant

Mayor's Court

Appearing by the Records of this Court that the usual Rules have been served on the Defendant this Day Complainants Bill exhibited in this Cause together with a Subpoena to appear and answer the same returnable this Day and the Defendant not having appeared thereto or put in his Answer thereunto as by Order and Decree of this Court of the 4th Instant he was required to do It is therefore ordered and Decreed that the Defendant shall appear and put in his Answer to the Complainants Bill on or before the 13th Instant or in Default thereof the Bill be taken pro confesso and the Complainant have Judgment and Execution against the Defendant for the Sum of Pags. 33. - Sterling with Interest thereon after the Rate of Twelve per Cent per Annum from the Date hereof and all Costs of this Suit

(113) (697)

Filed 9th March 1778

To the Honble the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Narrain Pillay of Madras Inhabitant by his Attorney Jonathan Duncan Merchant of the same place Inhabitant that Lingah Chitty Alias of Madras aforesaid Inhabitant stands indebted unto Your Orator in the full and Just Sum of One Thousand One Hundred and Sixty five Pagodas Current Money of Madras Making in and Nine Fanams Current Money of Great Britain at the Rate of Eight Sterling Money of Great Britain at the Sum of Four Hundred and Sixty Shillings for every Pagoda the Sum of Four Hundred and Sixty Six Pounds and Ten Shillings as will More fully and at Large Appear by the Translation of a Bond or Writing Obligatory in Malabar Language and Account and an Assignment of the said Bond hereunto Annexed for the Inspection of this Honble Court to which said Bond Made Ready and Duly Executed by Your Orator unto his said Attorney Your Orator Most Humbly Prays and Prays that they may be admitted as part of this his Bill of Complaint and that whereas Your Orator hath frequently and in a friendly Manner requested the payment of the said Sum of One Thousand One Hundred and Sixty six Pagodas and Nine Fanams

BUT NOW SO IT IS and May it please this Honble Court the said Lingah Chitty Obstinately and Wilfully refuses to pay the same unto Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief in the Honble Court to which he can Apply Agreeable to Equity

Equity and Good Conscience To the End therefore that the
Singah Chitty may appear before Corporal Oath full true and
perfect Answer Make to all and Singular the Matters and things
herein before Inquired and Alledged as fully truly and Effectually
to all Intents and Purposes as if the same were herein Agein
particularly interrogated and that the same be allowed to you
Your Orator the Sum of One Thousand One Hundred and
Sixty Five Pagodas and Costs Suit with Interest thereon
and all thereafter becomes due thereon also as Costs of this Suit

May it please this Honble Court the said
Said Singah Chitty to be Summoned and required by the Body
of Lord His George Esqr. Sheriff of Madraspatnam and the Bailiff
thereof Thereunto duly to be and Appear before this Honble Court
there and then to be by this Honble Court pro[illegible] and Appointed
there and then to Answer this Your Orator's Bill of Complaint
further to Stand to and abide by such Order and Decree herein
as this Honble Court shall Deem Meet

Daniel Shaw
Attorney for the Complainant

9th March 1773
Shewn to me in the Hour of Appearance
Let a Summons Issue Returnable the Next Court day

James Call
Mayor

11th March 1773
This is to Certify that the Complainant hereon Made Oath to the Truth
of this Demand and that the Defendant has been with in the Limits
of this Court Since the Exhibiting of this Bill Returned Served by
Myself

James Call
Mayor

25th November 1773

I Singah Chitty the Son of Calavee Chitty do Give this
Obligation to Ramany Varaven Pillah this Tenth day of May
Occasion I have Borrowed and Received of You the Sum of One
Thousand Pagodas Current Money of Madras which I am with the
Interest thereof after the Rate of Nine per Cent per Annum
Promise to pay and Discharge these I have Voluntarily Given You
this Obligation Witness the Andenarrayanah Chitty and Bommaw
Chitty and by their Knowledge Drawn by Ramanarayanah

Signed Singah Chitty

Witnesses
Bommaw
Andenarrayanah

A True Translation as near as can be taken from
the Original Given the Malabar Language by Coubrayah Interpreter of Court

Daniel Shaw
Attorney for the Complainant

Singah

(700)

Dr

Lingah Chitty

1783 November 25th To the Amount of your Bond or Writing Obligatory of this Date and Stamp Three Rupees 100

To Interest on Do for 59 Months and 10 Days to the 5th Day of March 1788 at 9 p Cent p Annum 38 3/4

1783 November 25th By Cash Received on Account for One Year 10 0

1784 April 30 By Do Do Do 28 27 3/4

Balance due Sad Mch 5th 1788 Errors Excepted

(701)

115

Know all Men by these Presents that We Lingah Chitty of Madras Inhabitant and by Caste Bonder or Writing Obligatory in the Malabar Stamp bearing Date the Twenty fifth Day of November in the Year of our Lord One Thousand Seven Hundred and Seventy three become Bound unto Narrain Pillah of the same place Inhabitant in the Sum of One Thousand Star Pagodas Current Money of Madras or by the Inhabitants of Madras or Writing Obligatory towards Rupees as 10 Morgal Rupees Large Rupees and whereas there now Remains due to the said Narrain Pillah the Sum of One Thousand One Hundred and Sixty Six Pagodas and Three Fanams being the principal Sum

Know all Men by these Presents that We Lingah Chitty of Madras Inhabitant and by Caste Bonder or Writing Obligatory in the Malabar Stamp bearing Date the Twenty fifth Day of November in the Year of our Lord One Thousand Seven Hundred and Seventy three become Bound unto Narrain Pillah of the same place Inhabitant in the Sum of One Thousand Star Pagodas Current Money of Madras or by the Inhabitants of Madras or Writing Obligatory towards Rupees as 10 Morgal Rupees Large Rupees and whereas there now Remains due to the said Narrain Pillah the Sum of One Thousand One Hundred and Sixty Six Pagodas and Three Fanams being the principal Sum

Witness with the Interest due thereon — Now Know Ye that the said Narrain Pillah for and in Consideration of the said Sum of One Thousand One Hundred and Sixty Six Pagodas and Three Fanams to him in hand paid by Leopold De Mayde at the Request of the said Lingah Chitty and the Receipt whereof is hereby Acknowledged Hath and by these Presents Doth Assign and Set over unto the said Leopold De Mayde the said Recited Bond or Writing Obligatory and the Money thereupon due and Owing and all his Right and Interest of in and to the same and the said Narrain Pillah for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth Make Constitute and Appoint the said Leopold De Mayde his Executors and Administrators his true and Lawfull Attorney and 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 Leopold De Mayde his Executors Administrators and Assigns to Ask, Require Demand and Receive of and from the said Lingah Chitty his Heirs Executors and Administrators the Money due and Owing on the said Bond or Writing Obligatory and on Non Payment thereof the said Lingah Chitty his Heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to Release and Discharge the same and on non payment thereof to Return the said Bond and Given Sufficient Release and Discharge therefore and Generally one Attorney or Attorneys under him to Constitute and Appoint and Him or them at Pleasure to Revoke and Whatsoever the said Leopold De Mayde or his Attorney or Attorneys shall Lawfully do in the Premises the said Narrain Pillah doth hereby Allow and Affirm and the said Narrain Pillah doth Covenant with the said Leopold De Mayde that the said Narrain

Sarcanie Pillah shall not Remove nor will Remove the said Mem
due on the said Bond or any part thereof Neither shall or will Rele
or discharge the same or any part thereof but will save and defend
Lawfull Proceedings for the Recovery thereof the said Legall
Charges Saving the said Sarcanie Pillah harmless for so doing
Costs that may happen thereby In Witness whereof the said
Pillah hath hereunto set his Hand and Seal in Madras aforesaid
this Fifth day of March and in the Year One thousand seven hundred
and Seventy Eight

Signed Sealed and Delivered
in the presence of

Sarcanie Pillah

Mayors Court
Madraspatnam

Tuesday the 13th Day of
March Anno Dominj 1778

Present

James Call Esquire Mayor
George Proctor — Edw. Saunders
and Edward Garrow — Aldermen

Between Sarcanie Pillah Inhabitant of Madras Inhabitant by his Attorney
the Attorney of the same place Inhabitant
Complainant and Joseph Chitty of the same Inhabitant
Defendant

It Appearing by the Records of this Court that the Space of Six Months (the time Limitted by his Majestys Charter for Elapsed 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 One Thousand One Hundred and Sixty Six Pagodas and Nine Fanams Pag.s 1166.9.- together with Interest as may accrue or shall hereafter become Due thereon until full Payment be made deducting all Costs of this Suit

Decr

Know all Men by these Presents that We James Taylor, George Savage, Andrew Majendie and James Call of Fort St George Merchants are jointly and Severally held and firmly bound unto Humphrey Harper Esqr Lieut Colonel in the Service of the East India Company in the Penal Sum of Sixteen Thousand Pounds Sterling Money of Great Britain to the payment whereof well and truely to be made to the said Humphrey Harper his Heirs Executors Administrators or Assigns we do hereby bind Ourselves, Our Heirs, executors and Administrators firmly by these Presents In Witness whereof We have hereunto set Our Hands and Seals at Fort St George

the Twenty Ninth Day of June in the Year One Thousand Seven Hundred and Seventy Seven

Whereas the above bound James Taylor, George Lavaggi, Andrew Majendie and James Call have borrowed and Received of the above named Ramajiboy Ranganadien the full and just Sum of Eight Thousand Pounds Sterling to Them at Interest at the Rate of Two per Cent per Annum the Interest Payable Annually, and the Principal on the Three Years and half from the Date

Now the Condition of the Obligation is such, that if the above bound James Taylor, George Lavaggi, Andrew Majendie and James Call their Heirs, Executors Administrators or Assigns shall well and truely pay or cause to be paid unto England and Ramajiboy Hargrave Esq[r] his Heirs, Executors, Administrators or Assigns the full and just Sum of Eight Thousand Pounds Sterling Without Interest as shall or may become due thereupon by the Condition of 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

Jaymey
Ramanadah

Examined and Carefully Compared with the Original
Delivered in the Hon[ble] the Mayor's Court the 13th Oct[r] 1778
and Redelivered by Order of Court this 30th Oct[r] 1778

James Taylor
Geo Lavaggi
Andrew Majendie
James Call

Filed this 30th March 1778

To the Hon[ble] the Mayor's Court at Madrasapatnam

Humbly Complaining Sheweth unto Your Hon[ble] Court Your Orator Mac Cundale Chitty of Madras Inhabitant by Love Attorney Anthony Mc Rozario of the same Place Inhabitant that Lingadu Chitty of Madras aforesaid Merchant stands indebted unto Your Orator in the Sum of One Thousand four Hundred and Seventy three Pagodas and 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 four Hundred and Sixty Nine Pounds four Shillings and three Pence as thereabouts as will more fully and at large Appear by and Account and Acknowledgement of the said Account made Really and Bona Fide by Your Orator unto his said Attorney hereunto to Annexed for the more Direction of this Hon[ble] Court To which Your Orator Most humbly Refers and prays that they May be Admitted as part of this their Bill of Complaint and Whereas Your Orator hath frequently and in a friendly manner Requested the Payment of the said Sum of One Thousand four Hundred and Seventy three Pagodas and four fanams

But now so it is and May it Please this Hon[ble] Court the said Lingadu Chitty Obstinately and Wilfully Refuses to pay the same or to Grant Your Orator any Manner of Satisfaction touching the Premises Your Orator Prays Agreeable to Equity and Good Conscience To the End therefore that the said Lingadu Chitty May personally Appear before this Hon[ble] Court and Answer the Premises and to Stand to and Abide such Order and Decree herein as to this Hon[ble] Court shall seem meet and Your Orator as in Duty bound shall ever Pray &c

Anthony Mc Rozario

Shall and Will Make shall and Execute the Writings and things hereinafter set forth and Will Justify Stand to and Abide by all and singular the Acts Deeds and Doings whatsoever of the said Attorney in the premises as fully to all Intents and Purposes as if the same were done by Me the said Principal and Particularly in the Suit Commenced against Me by the said Attorney in His Majesty's Supreme Court of Judicature at Fort St. George for the Recovery of the Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams Which all such Acts Deeds and Doings whatsoever of the said Attorney I do hereby Ratify and Confirm

In Witness whereof I the said Lingah Chitty to these Presents have set my Hand and Seal this 30th day of March 1778

Sworn between the Hours of 11 & 1 before Noon

Lingah Chitty

Signed Sealed and Delivered in the Presence of us

George Smith
Sam. Addenbrooke

Received the 30th March 1778 of Lingah Chitty the Sum of Pagodas 1423 4 Fanams being in full for the Balance due to me on my Appointment of Attorney to prosecute his Suit in the Supreme Court of Judicature at Fort St. George

Pagodas 1423 4

Madras 30th March 1778

Daniel Sham
Attorney for the Complainant

Exempted
Copy

To all People to whom these Presents shall come and Greeting Whereas Lingah Chitty of Madras Merchant is and by an Account hereunto Annexed Duly Stated and Justly made Debted unto Mar Cundah Chitty of the same place Inhabitant in the Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams Current Money for and in Consideration of the said Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams to him in hand paid by Anthony De Rozario of Madras aforesaid Inhabitant the Receipt Whereof the said Mar Cundah Chitty doth hereby Acknowledge he the said Mar Cundah Chitty hath Bargained and Sold and by these Presents doth fully Bargain and Sell unto the said Anthony De Rozario the said Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams and all his Right and Interest of and in the same and the said Mar Cundah Chitty for the Consideration aforesaid hath Made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Anthony De Rozario his Executors and Administrators his True and Lawfull Attorney and Attorneys Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole Profit use and Benefit of the said Anthony De Rozario his Executors Administrators and Assigns to Ask Require Demand and Receive of and from the said Lingah Chitty his Heirs Executors and Administrators the said Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams and on non Payment thereof the said Lingah Chitty his Heirs Executors and Administrators to Sue for and Implead in any Court of Judicature in the Presidency of Fort St. George or elsewhere and Attach Arrest and Imprison the Body Goods and Chattels of him the said Lingah Chitty his Heirs Executors and Administrators and the same to Bail or Replevy and upon Bail or Replevy to Assign over and upon Payment of the said Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams with Interest for the same and Costs of Suit to Release and Discharge the same and Generally all and every other Act Thing and Things Device and Devices in the Law whatsoever for the Recovery of the said Sum of One Thousand four Hundred and Twenty three Pagodas and four fanams with Interest for the same and Costs of Suit as aforesaid to Do Execute and Perform as fully Amply and Effectually to all Intents and Purposes as the said Mar Cundah Chitty could or might do if he was personally present at the Doing thereof Hereby Ratifying and Confirming and Allowing and Holding all and whatsoever the said Attorney or his Substitute or Substitutes shall Lawfully do or Cause to be done in and about the Premises by Virtue of these Presents

In Witness whereof I the said Mar Cundah Chitty to these Presents have set my Hand and Seal this 30th day of March 1778

Sworn between the Hours of 11 & 1 before Noon

Mar Cundah Chitty

Signed Sealed and Delivered in the Presence of us

George Smith
Sam. Addenbrooke

Exempted
Copy

Reserve the Issue and said Payment thereof to Him the said Plaintiff Robert and the Exchequer thereof and Charles Moss Attorney or Attorneys and the Exchequer himself Court Clerk and Mr Catherine Mercard Attorney of Rogers his Attorney or Attorneys shall Lawfully Intermeddle Remember the Mayor Constable Chitty of Madras to Allow and Affirm and the said Mayor Constable Chitty of Madras Command and Attorney Do Rogers that the said Mayor Constable Chitty of Madras Warrant Attorney or any part thereof or will Release or Discharge the same or any part thereof Remember Allow Lawfully Executed for the said Attorney Do Rogers Issue thereof Mayor Constable Chitty become Liable of or for any Costs that may happen thereby In Witness whereof Plaintiff hath hereunto Set his Hand and Seal dated Madras the third day of March in the Year One thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
in the Presence of

Mayor's Court Madras

Tuesday the 20th Day of Oct. Anno Domini 1778

Present

James Call Esquire Mayor

John Turing and Edwd John Holland

Aldermen

Between Mayor Constable Chitty of Madras Inhabitant by his Attorney Attorney De Rozario of the Town of Place Inhabitant Comp.t plaintiff and Lingadu Chitty of Madras Merchant Defendant

It Appearing by the Records of this Court that the Space of Six Months after the Issuing of the Writ of Capias in this Cause hath elapsed since the Return of the Warrant of Majesty's Charter for Capias Latitat Attachment Effects and that 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 direct the said Order and Decree of the Court and Decree and Rule Accordingly Order and Decree that the Defendant shall appear and make the Complainant the full and

and Said Sum of One Thousand Four Hundred and Eight
three Pagodas and four fanams Rup.s 1423.4 Together with
all such Costs and Charges as shall hereafter be Incurred and
will fully Payment be made to the said Complt of the Said

Filed the 23.d March 1778

To the Honble the Mayor
Court of Judicature
Humble Complaining Sheweth

That Your Orator Manuel Ramos de Lingade
of Madras Merchant by his Attorney Anthony de Rozario
the same place Inhabitant that Lingade Chitty of
aforesaid Merchant Stands indebted unto Your Orator
full and just Sum of Eight Hundred and Forty Seven
and Forty fanams Current Money of Madras Making
Money of Great Britain, after the Rate of Eight Shillings
for every Pagoda the Sum of three Hundred and Eighty
Pounds three Shillings and Seven Pence as appears
More fully and at Large appear by an Account and
Assignment of the said Account Made Part of
Filed by Your Orator unto this Honble Court to which Your Orator
for the Inspection of this Honble Court to which
Most humbly Refers and Prays that they may take
as Part of this this Bill of Complaint and Your
Orator hath frequently and from time to time

Seven Pagodas and forty fanams 120

But notwithstanding and May it Please this
Honble Court the said Lingade Chitty Obstinately and Wilfully
refuses to pay the Same or to Answer Your Orator any Manner of
Satisfaction touching the Premises Your Orator prays a Special
Relief unto this Honble Court shall appear agreeable to Equity
and Good Conscience To the End therefore, that the said
Lingade 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 Again
Repeated and Particularly interrogated and that he may be Decreed
to pay unto Your Orator the aforesaid Sum of Eight Hundred and
Forty Seven Pagodas and Forty fanams, with all such Interest as
now is or shall become due thereon also all Costs of this
Suit

May it Please this Honble Court to Cause the said
Lingade Chitty to be Summoned and Required by the Sheriff of
Fort Saint George Island of Madras patnam and the Districts thereof
personally to be and Appear before this Honble Court to be Certain
Court and Day to be by this Honble Court Prefixed and Appointed
then and there to Answer the Premises 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

Dan.l Shaw
Attorney for the Complt

23.d March 1778
Summons issued this Day of
Summons to be Summoned to Lingade Chitty
Summons Read Court Day

(712)

Singah Chitty

1711

April 2d To the Amount of Your Bond or Warrant Obligatory in the Malabar Language of this Date and Pagoda Allowed Amount ... 500.

1718
January 1st To Cash Lent You this Day ... 200.
February 2d To Do ... 100.
500.

Interest on the Above mentioned Sum four Months Reprecham Date to the 20th Current Inclusive
1718 at 9 p Cent p Annum ... 11 7

	mo.	D
Pag. 500.	11 12	4232
200.	2 19	4
100.	1 12	1 2

Amo Pagodas 504 12

Madras 21st March 1718
Errors Excepted
E.E.

Todd Royle

(713) 121

For and in Consideration of the said Sum of Eight Hundred and Forty Seven Pagodas and Forty Fanams to him in hand paid by Anthony de Rozario of Madras aforesaid Inhabitant the Receipt whereof the said Mordu Ramah Lingah Chitty doth hereby Acknowledge he the said Mordu Ramah Lingah Chitty hath Assigned and Sett over and by these Presents doth Assign and Set over unto the said Anthony De Rozario the said Sum of Eight Hundred and Forty Seven Pagodas and Forty Fanams and all his Right and Interest of in and to the same and the said Mordu Ramah Lingah Chitty for the Consideration aforesaid hath made, Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Anthony de Rozario his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole proper Use and Benefit of the said Anthony de Rozario his Executors Administrators and Assigns to Ask Require Demand and Receive of and from the said Lingah Chitty his Heirs Executors and Administrators the said Sum of Eight Hundred and Forty Seven Pagodas and Forty Fanams and on Non Payment thereof the said Lingah Chitty his Heirs Executors and Administrators to Sue for and Recover the same and on payment thereof to Give Sufficient Release and Discharge thereof and Other Wise to Act and Do in the Premises as his Attorney or Attornies shall Lawfully do and the Premises they Mordu Ramah Lingah Chitty doth hereby Allow and Affirm and and the said Mordu Ramah Lingah Chitty doth Covenant with the said Anthony de Rozario that he the

thereof. Mootah Ramah Lingah Chitty hath not Received one
Rt Rupee thereof. Many or any part thereof neither shall
or Will Refuse or Discharge the same or any part thereof but
Will Own and Allow of all Lawfull Appointed Charges for Ramay
thereof. In Witness whereof the said Mootah
Ramah Lingah Chitty hereunto Set his Hand and Seal. Mootah Ramah
happen thereby. In Witness whereof the said Mootah Ramah
Lingah Chitty hath hereunto Set his Hand and Seal at Madras
this Twenty first Day of March in the Year One thousand Seven
Hundred and Seventy Eight

Signed Sealed and Delivered
in the Presence of

Mayors Court
Madraspatnam

Tuesday the 21st
Anno Domini

Present

James Call Esquire Mayor
John Lining and Edm. John Holland
Aldermen

Between Mootah Ramah
Lingah Chitty of Madras Merchant
by his Attorney Pacca Doss
of the same place Inhabitant Gentoo
and said Lingah Chitty Defendant

It Appearing by the Records of this Court
that the Space of Six Months the time Limitted by his Majestys Charter
is Elapsed Since the Return of the Warrant of Sequestration issued
Against the Defendants Effects and that the Defendant hath
Not made any Appearance in this Court to Answer the Complainants
Bill. This Court doth therefore think fit the Order and Decree
and doth Accordingly Order and Decree that the Defendant shall
pay unto the Complainant the full and Just Sum of Eight Hundred
and Forty Seven Pagodas and forty fanams Pags 847.40 /
together with all Costs Interest or moneys that shall Accrue thereon
Due thereon until full Payment is made also all Costs of this Suit

Ent. 15th Oct. 778

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shew unto
this Honble Court Your Orator Cunagadara Chitty of Madras Inhabitant
by his Attorney Pacca Doss of the same Place Inhabitant That
Mootah Cumaragah Chitty and Cooty Chitty also of Madras
Inhabitants Stand Indebted unto Your Orator in the Sum and
Just Sum of One thousand Two hundred and Thirty Eight Pagodas
Twenty One fanams and Twenty four Cash Current Money of
Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of Four
Hundred and Ninety four Pounds and Eight Shillings or there-

about as well Personally and at Large Appear before the Comrs for
Account and such Proceedings thereon to Answer to the Suggestions
this Honble Court and Whereby Your Orator may be Relieved
Part of this Your Orators Bill of Complaint and Your further
unto this Honble Court that he hath Severally and Separately
Manner Required Payment from the said Mortes Executors
Sixty and Eight Cents of the said Sum of One Thousand Two Hundred
and Thirty Eight Pagodas Seventy One Fanams and Twenty Four

Defendants

Court the said Mortes Executors Christy and Carty Christy
by and Well Severally Refuse to pay the same to the great Wrong
Manner of Satisfaction Touching the Premises Your Orator
Prays a Writ of Subpoena to be Issued to the Honble Court
Against the said Mortes Executors Christy and Carty Christy
and Commanding them and Each of 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 to Stand to
and Abide such Order Decree and Direction therein as to this
Honble Court shall Seem Meet and Your Orator shall ever Pray

(716)

Honble Court at a Certain Time and Place to be by this Honble Court
Prescribed and Appointed and there to Answer the Premises of 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

15th October 1778

Bonham
Attorney for the Compt

This Bill was sworn to at London between the Hours of
Appearance and the Compts Attorney having
sworn to the Contents of this Demand and that he hath
Reason to believe that Defendant will Appear upon the
Issue Direction of this Court by hearing this Bill was filed
against them three several Subpoena Returnable Immediately
and Warrant of Attorney thereunto

Jno Call
Mayor

(717)

Dr. Moolu Comanjah Chitty and Co.

1763				
December	4	To Cash		100
1764				
March	25	To Do		50
April	29	To Do		10
June	6	To Do		10
August	4	To Do		2
	15	To Do		5
	28	To Do		3
September	9	To Do		3
	22	To Do		1
October	1	To Do		5
	8	To Do		5
	15	To Do		3
	22	To Do		15
	29	To Do		5
November	14	To Do		5
December	7	To Do		4
1765				
February	11	To Cash		5
March	25	To Do		10
	31	To Do		20
April	15	To Do		1
May	3	To Do		10
July	29	To Do		3
August	13	To Do		40
September	3	To Do		4
1766				
May	3	To Do		6
	8	To Do		1
	13	To Do		2
	20	To Do		3
	24	To Do		14
	30	To Do		6
June	3	To Do		10
	10	To Do		10
	18	To Do		4

Carried Over

Chitty in Account with Cungadara Chitty Cr.

1766				
June	23	By Cash	16	16
	27	By Do	4	
July	4	By Do	10	
	12	By Do	3	
	13	By Do	1	
	20	By Do	20	
August	1	By Do	6	
	11	By Do	4	
	17	By Do	30	
	31	By Do	2	
November	13	By Do	10	
	27	By Do	2	
December	23	By Do	5	
	27	By Do	1	
1767				
January	1	By Cash	3	
	2	By Do	1	
	24	By Do	4	
	26	By Do	6	
	29	By Do		
		Brought Over	428	16

30th By Cash on the following Sums from their respective Dates to their Days of Sale per Cent per Annum

Cwt 100	for 96	26	132 27 25
Cwt 50	"	135	64 5 30
Cwt 10	"	124	12 3 65
Cwt 10	"	1124	12 5 10
Cwt 2	"	164	2 22 45
Cwt 5	"	162	6 12 50
Cwt 3	"	1621	3 32 50
			355 6 55

	564 16 65
	564 16 65

Carried Over

Dr. Madras Company's Chilly Cost

	Pags. fan. C.	Pags. fan. C.
Brought Over	33.26.33	364.16.65
Pags. fan. C. on Dr.		
On 1. . . for 167.3.m.	1. 10.60	
On 1. . . for 167.3.m.	6. 11. .	
On 5. . . for 167. . m.	6. 10.60	
On 5. . . for 166.22.m.	3. 31.40	
On 2. . . for 166.15.m.	19. 5.20	
On 15.16.65 for 163.16.m.	4. 30.30	
On 4. . . for 164.14.m.	4. 36.60	
On 4. . . for 162.23.m.	66. 19.15.	
On 55. . . for 161.5.m.	12. 3.10	
On 10. . . for 161.1.m.	24. 4.55	
On 20. . . for 160.2.m.	1. 7.10	
On 1. . . for 159.25.m.	11. 32.40	
On 10. . . for 159.1.m.	5. 36.60	
On 5. . . for 156.15.m.	46. 30.35	
On 40. . . for 155.22.m.	4. 12.30	
On 4. . . for 154.27.m.	6. 27.25	
On 6. . . for 154.22.m.	7. 31.40	
On 7. . . for 154.7.m.	4. 35.55	
On 8. . . for 154.10.m.	5. 21.40	
On 5. . . for 154.6.m.	15. 12.30	
On 16. . . for 154.1.m.	6. 25.55	
On 6. . . for 156.27.m.	11. . .	
On 10. . . for 156.20.m.	10. 60.15	
On 10. . . for 156.12.m.	14. 23.10	
On 16. . . for 156.7.m.	4. 12.60	
On 4. . . for 146.2.m.	10. 34.30	
On 10. . . for 145.26.m.	3. 11. .	
On 3. . . for 145.12.m.	7. 26.20	
On 7. . . for 145.7.m.	5. 11.40	
Brought Over	511.14. .	364.16.65

Coolly Chilly in Account with Mr. Commandant Chilly

	Pags. fan. C.	Pags. fan. C.
Brought Over	511.14. .	364.16.65
On 20. . . for 145.2.m.	21. 32. .	
On 6. . . for 144.29.m.	6. 22.5.	
On 4. . . for 134.13.m.	4. 13.55	
On 30. . . for 144. 1.m.	32.16.65	
On 2. . . for 141.15.m.	2. 5.20	
On 10. . . for 141. 3.m.	10. 24.15	
On 2. . . for 140. 7.m.	2. 4.15.	
On 5. . . for 140.3.m.	5. 10.45	
On 3. . . for 139.23.m.	3. 6.25	
On 3. . . for 139.13.m.	3. 4.55	
On 1. . . for 139. 6.m.	1. 2.5.	
On 4. . . for 139. 4.m.	4. 7.25	
On 6. . . for 138.11.m.	6. 9.35	
Pagodas.	123821.25	

Fort St. George the 30th August 1778

Errors Excepted

Dr. Commandant

Know all People by these Presents that I Commandant of Madras Fort and Garrison and by an Account bearing Date the Eleventh

day of August in the present Year of Our Lord One Thousand Seven Hundred and Seventy Eight and the Independency of this Island the One Thousand Two Hundred and Thirty Eight Pagodas Twenty One Fanams and Seventy Four Cash and Thirty Eight Pagodas Twenty One Fanams and Seventy four Cash Current Money of Madras as now and by these Presents Know Ye that the said Gungadara Chitty for and in Consideration of the Sum of Pagodas

Mayor's Court } Tuesday 29th Oct.
Madraspatnam } Anno Domini 1776

Present

(L.S.)

James Call Esqr. Mayor
John Lewin and Edw. John Holland
Aldermen

Mayor's Court

Between Cangadee Chitty of Madras Inhabitant Plaintiff
for & Dewan of the Sangata Linga and Naick
Inhabitants of Madras Defendant

The Defendant Aforesaid Coming into Court and Acknowledging the Justice of the Complainant's Demand This Court doth therefore think fit the Order and Decree Accordingly Order and Decree that the Defendant Aforesaid shall pay unto the Complainant the full and Just Sum of Three Hundred and Fifteen Pagodas Two Fanams and Fifty Two Cash half a Cash being Pags. 315. Fns. 2. Cas. 52½ together with all Costs as now is and shall hereafter become due thereon and Execution is made to all Costs of this Suit

Ent[illegible]

Tuesday 29th Oct. 1776

To the Honble the Mayor's Court at Madraspatnam

Humble Complainings Shew unto this Honble Court Your Orator Cangy Chetty of Madras Inhabitant that Sangata Linga and Naick of Dewan of Madras Inhabitant is Justly Indebted unto Your Orator in the full Madras Pagodas Sum of Three Hundred and Fifteen Pagodas Two Fanams and just Sum of Twenty four Pagodas Current Money of Madras Making in Sterling Money of Great Britain Three Pounds Eight Shillings Sterling Pagodas the Sum of Four Pounds being the Amount Principal of a Bond or Obligation Given and Granted unto Your Orator by the said Sangata Linga and Naick on the Twenty Eighth day of April Which was in the Year of Our Lord One Thousand Seven Hundred and Seventy five Pagodas as aforesaid for the Inspection of this Honble Court to which Your Orator prays May be Annexed as Part of this Your Bill of Complaint and whereas Your Orator hath frequently and Instantly Demanded the Payment of the said Sum of Twenty four Pagodas from the said Sangata Linga and Naick

But now so it is Mayor's Court that the said Sangata Linga and Naick Obstinately and Contemptuously refuse to Pay the same to Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief Unless he the said Sangata Linga and Naick shall Appear before this Honble Court to shall Oppose To the End therefore Agreeable to Equity and Good Conscience This Honble Court may Compel the said Sangata Linga and Naick May appear unto the Corporal Oath full

full true Just and Lawful Manner make shall and Sing[ular] the Matters
and things herein before Mentioned and Alledged to be to the truly and
Effectually to be all Such Acts and things now and from time to time
Executed and Performed by the said Deponent and that the money by him
to Pay unto Your Orator by the aforesaid Bond of Security for the
Costs Charges in the said Cause to be Expended Shall be Justly
Answer in the said Cause to be Expended

Sworn Thus Thereon at the Court of Chief

Soorapah Sangana Naick to be Examined and to Depone before the
Said Court Roger Towry Esq[r] Mayor of Madraspatnam and the Judges of the
Peculiar Court to be Examined Upon Interrogatories
and Depositions to be Exhibited in the Said Court
and Directed to Answer the Said Orator's Bill of Complaint
to Stand to and Abide by such Order and Decree therein as the
Hon[ble] Court shall Deem Meet

Henry Dalrymple
Attorney for the Complainant

7th Oct[r] 29[th]

This Bill was Sworn to in the Open Court
of Adjournment of Oyer and Terminer and Gaol Delivery
of Madras the Usual Court Day

John Lewin
Mayor

Madras 23[d] Oct[r] 29

Soorapah Sangana Naick Defendant Witness Duly Sworn
Deposeth and Saith that he Knows Coty Chauvry Monta
Pagodas the Sum of Twenty four Pagodas Current Money of Fort St George
Deponent Knows the Said Coty Chauvry Monta to be a Native Inhabitant
and Resident of Madraspatnam and that he Deponent Knows the Said
Coty Chauvry Monta to be Dead and that he Died about Eight Months
ago at Madraspatnam and that he Deponent Knows the Said Coty Chauvry
Monta to be Indebted to the Said Complainant Parcat Dracon in the
Sum of Twenty four Pagodas Current Money of Fort St George and that
the Said Coty Chauvry Monta Died Indebted to the Said Parcat Dracon
in the Said Sum of Twenty four Pagodas and that he Deponent Knows
the Said Parcat Dracon to be a Native Inhabitant and Resident of
Madraspatnam and that he Deponent Knows the Said Parcat Dracon to be
Dead and that he Died about Eight Months ago at Madraspatnam and
that he Deponent Knows the Said Parcat Dracon to be Indebted to the
Said Complainant Henry Dalrymple Esq[r] in the Sum of Twenty four
Pagodas Current Money of Fort St George and that the Said Parcat
Dracon Died Indebted to the Said Complainant in the Said Sum of
Twenty four Pagodas and that he Deponent Knows the Said Complainant
Henry Dalrymple Esq[r] to be a Native Inhabitant and Resident of
Madraspatnam and that he Deponent Knows the Said Complainant to be
Alive and that he Deponent Knows the Said Complainant to be Executor
to the Last Will and Testament of the Said Parcat Dracon and that
he Deponent Knows the Said Complainant to be Entitled to Demand
and Receive the Said Sum of Twenty four Pagodas Current Money of
Fort St George from the Said Coty Chauvry Monta and that he Deponent
Knows the Said Coty Chauvry Monta to be Dead and that he Died
Indebted to the Said Complainant in the Said Sum of Twenty four
Pagodas and that he Deponent Knows the Said Coty Chauvry Monta to
have Left Effects Sufficient to Pay the Said Debt and that he
Deponent Knows the Said Effects to be in the Hands of Soorapah
Sangana Naick Defendant and that he Deponent Knows the Said
Soorapah Sangana Naick Defendant to be Executor to the Last Will
and Testament of the Said Coty Chauvry Monta and that he Deponent
Knows the Said Soorapah Sangana Naick Defendant to be Entitled to
Receive the Said Effects and that he Deponent Knows the Said
Soorapah Sangana Naick Defendant to be Indebted to the Said
Complainant in the Said Sum of Twenty four Pagodas Current Money
of Fort St George and that he Deponent Knows the Said Soorapah
Sangana Naick Defendant to be Able to Pay the Said Debt and that
he Deponent Knows the Said Soorapah Sangana Naick Defendant to
Refuse to Pay the Said Debt to the Said Complainant and that he
Deponent Knows the Said Soorapah Sangana Naick Defendant to be
Indebted to the Said Complainant in the Said Sum of Twenty four
Pagodas Current Money of Fort St George and that he Deponent Knows
the Said Soorapah Sangana Naick Defendant to be Able to Pay the
Said Debt and that he Deponent Knows the Said Soorapah Sangana
Naick Defendant to Refuse to Pay the Said Debt to the Said
Complainant and that he Deponent Knows the Said Soorapah Sangana
Naick Defendant to be Indebted to the Said Complainant in the Said
Sum of Twenty four Pagodas Current Money of Fort St George and that
he Deponent Knows the Said Soorapah Sangana Naick Defendant to be
Able to Pay the Said Debt and that he Deponent Knows the Said
Soorapah Sangana Naick Defendant to Refuse to Pay the Said Debt to
the Said Complainant and that he Deponent Knows the Said Soorapah
Sangana Naick Defendant to be Indebted to the Said Complainant in
the Said Sum of Twenty four Pagodas Current Money of Fort St George
and that he Deponent Knows the Said Soorapah Sangana Naick
Defendant to be Able to Pay the Said Debt and that he Deponent
Knows the Said Soorapah Sangana Naick Defendant to Refuse to Pay
the Said Debt to the Said Complainant and that he Deponent Knows
the Said Soorapah Sangana Naick Defendant to be Indebted to the
Said Complainant in the Said Sum of Twenty four Pagodas Current
Money of Fort St George and that he Deponent Knows the Said
Soorapah Sangana Naick Defendant to be Able to Pay the Said Debt
and that he Deponent Knows the Said Soorapah Sangana Naick
Defendant to Refuse to Pay the Said Debt to the Said Complainant
and that he Deponent Knows the Said Soorapah Sangana Naick
Defendant to be Indebted to the Said Complainant in the Said Sum

Every part thereof and the said Cocky Chauvey Mesta for the Cause aforesaid hath made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said Local Demme Executor and Administrators his true and Lawfull Attorney Attorneys in the Name of the said Cocky Chauvey Mesta for him and in his Name and for the use and Benefit of the Executors and Administrators but for the Proper use and benefit of the said Local Demme his Executors and Administrators and Assigns to ask Require Demand and Receive Sue Sue Sue

Order and Decree that the Defendant shall pay into the Court
unto The said and Each Seven Pounds Sixteen
Together with the allowance for costs as now is ordered all these proceedings
Due thereon and all Payments is made also all Costs of this Suit

Pagan

To the Honble the Mayor
Court at Madraspatnam

Humble Complaining Shewith unto
Honble Court Your Orator Edward Saunders of Fort Saint George
Merchant that James Taylor George Savage Andrew
James Call of the same place Merchants Stand Indebted unto
Separately Jointly and unto Your Orator in the Sum of
Eleven Thousand Two Hundred and Twenty Six Pagodas
Eight Fanams Current Money of Madras Making in the
Money of Great Britain at the Rate of Eight Shillings
every Pagoda the Sum of Four Thousand four hundred and Fifty
Pounds and Fourteen Shillings Sterling and Interest and also by
a Note Appears by and Remains Current and also by
a Mortgage Bond Jointly and Severally given and Executed by
Your Orator by the said James Taylor George Savage
Andrew and James Call on the Seventeenth Day
March in the Year of Our Lord One Thousand Seven Hundred
and Seventy Seven Whereby the said Obligors
Jointly and Severally Bound themselves their Heirs Executors
and Administrators unto Your Orator in the Penal Sum of
Eleven Thousand Two Hundred and Twenty Six Pagodas
Eight Fanams Current Money of Madras Making in the
Money of Great Britain at the Rate of Eight Shillings
every Pagoda the Sum of Four Thousand four hundred and Fifty
Pounds and Fourteen Shillings Sterling and Interest and also by
a Note Appears by and Remains Current and also by
a Mortgage Bond Jointly and Severally given and Executed by
Your Orator by the said James Taylor George Savage
Andrew Majendie and James Call on the Seventeenth Day
March in the Year of Our Lord One Thousand Seven Hundred
and Seventy Seven Whereby the said Obligors
Jointly and Severally Bound themselves their Heirs Executors
and Administrators unto Your Orator in the Penal Sum of

Irrevocably and in a reasonable Manner Liquidate Payment of the said
Sum of Eleven Thousand Two Hundred and Twenty Six Pagodas and
Twenty Eight Fanams from the said James Taylor George Savage Andrew
Majendie and James Call

But now so it is. May it Please this Honble Court
the said James Taylor George Savage Andrew Majendie and James
Call Obstinately and Wilfully Refuse to pay the Same or Regard Your
Orator any Manner of Satisfaction Touching the Premises Your Orator
therefore prays a Genl Relief Subject to this Honble Court shall
Graciously Grant To the End
Gracious Mercy Equity and Good Conscience To the End
Therefore that the said James Taylor George Savage Andrew
Majendie and James Call may upon their Corporal Oaths full True
Perfect Answer Make all and Singular the Matters
and things herein before Set forth and Alledged as fully Clearly and
Effectually to all Intents and Purposes as if the same were here again
Repeated and particularly Interrogated and that they may be
Decreed to pay unto Your Orator the aforesaid Sum of Eleven
Thousand Two Hundred and Twenty Six Pagodas and Twenty
Eight Fanams together with all Such Interest as now is or shall
hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said James
Taylor George Savage Andrew Majendie and James Call to be Summoned
and Required by the Sheriff of Fort Saint George Cause 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 the Premises
Bill of Complaint and further to Stand to and abide by such
Order and Decree as this Honble Court shall

Sum Mast

478

Sept. 28

Henry Dis Pau

Attorney for the Complainant

This Bill was Sworn to in Court
between the Days of Adjournment
Let a Summons Issue returnable the
Next Court Day

George Taylor

Just. Alt. Prov. Court

Rec'd Sept. 28th 1778 By Cash £2.0.0
Rec'd Sept. 28th 1778 By Cash £2.0.0
Rec'd Sept. 28th 1778 By Cash £2.0.0

and Justice Wherefore from the Date hereof Together with Such Interest as shall or may become due thereupon Thereto Obliging himself his Heirs and Assigns Effectually to Compound and Discharge the same

Signed Sealed and Delivered
Where no Stamp Paper to be had
in the Province of

Teapah
Sammy

Mayor's Court at Madrasapatnam

Present

The Honble James Call Esquire Mayor
John Imeing and Edwd Fenwick Esqrs
Aldermen

Between James Taylor of Fort St George Merchant and James Taylor Executor and Andrew Maxwell late Executor of the Last Will and Testament of Andrew Maxwell late of Madrasapatnam Merchant Deceased Defendants

James Taylor
Andrew Maxwell
Andrew Maxwell
James Call
Andrew Maxwell
James Call

Sue. Mar. 22d Dismissed

the Complainants Demand This Court doth therefore think fit the Order and Decree that the Defendants shall pay unto the Complainant the full and Just Sum of Eleven Thousand Two Hundred and Twenty Six Pagodas and Twenty Eight Fanams Pags 11276-28 Together with all such Interest as aforesaid shall hereafter become due thereon and till full Payment is made also the Costs of this Suit

Decd

To the Honble the Mayor's Court at Madrasapatnam

Humble Complaint Sheweth unto this Honble Court Your Orator John Imeing of Fort St George Merchant that Andrew Maxwell late of Fort St George Merchant James Call and James Taylor of the same Place Merchants Jointly and Severally and Severally Bound unto Your Orator in the full and just Sum of Nineteen Thousand Two Hundred and Nine Pagodas Eleven Fanams and Twenty Six Cashes Current money of Madras Making in Sterling Money of Great Britain at the Value of Eight Shillings Sterling Pagoda the Sum of Seven Thousand Six Hundred and Eighty three Pounds and fourteen Shillings as in Manner aforesaid Current and also by Condition of a Mortgage Bond Jointly and Severally Given and Granted unto Your Orator by the said Andrew Maxwell George Savage James Call and James Taylor on the Twenty Eighth Day of February in the Year aforesaid

Annual Term of Our Lord One Thousand Seven Hundred and
Seventy Eight Between the Honorable the Judges of this Court
Court Whereupon Your Orator may be Admitted as against the
the Bill of Complaint And Whereas Your Orator hath Sequested
and did on Receiving the Warrant Deposit Payment of Three Pounds
of Maryland Three Hundred and Ninety Pounds Current Money
Seventy Five Cents from the said Andrew Hyndman
Savage James Catt and James Taylor
Putnam viz. Magot Thereupon this Court
the said Andrew Hyndman George Savage James Catt and James
Taylor Otherwise and that all Proper Process Issuing thereon
Orator may Appear Plead Answer or Demur to the Same
Orator Therefore Prays a Writ of Subpoena Issuing out of
Court to be Directed to the Sheriff of Baltimore County and Such Commands
Court to be Directed to the Sheriff of Baltimore County and Such Commands
the Said Andrew Hyndman George Savage James Catt and James Taylor
Savage James Catt and James Taylor may Appear before this Court
full Court and Plead Answer or Demur to the said Bill of Complaint
Matter and Things therein Set forth and Allege as fully
and Effectually to all Intents and Purposes as if the same
hereby Expressly Required and Particularly Interrogated
May be Decreed to Pay unto Your Orator the Sum of Three
Hundred Thousand Two Hundred and Ninety Pounds Current
Seventy Five Cents together with all Costs of Suit
Answer shall Otherwise Order in the Premises

Henry Dillon

Said Andrew Hyndman George Savage James Catt and James
Taylor to be Summoned and Appear by the Sheriff of Baltimore
Court Which thing to do

and Appear before this Honble Court at a Certain Time and Place to be
by this Honble Court prescribed and Appointed then and there to
Answer this Your Orators Bill of Complaint and further to Stand
to and abide by such Order and Decree therein as to this Honble
Court shall Seem Meet

7th Oct. 1778

Henry Dillon
Attorney for the Complainant

Bill was shewn to me by the
Days of Adjournment Not a Summons
Issue Returnable Next Court Day

George Proctor
Clerk Md.

Andrew Hyndman
George Savage
James Catt
James Taylor
Defendants

Bill of Complaint
Subpoena
Affidavit
Warrant
Bond
Fiat
Summons
Returned

Oct. Term 1778
Filed
Copy Delivered
Clerk

Know all Men by these Presents that We Andrew Majendie George Savage James Call and James Taylor are held and firmly bound unto the Honble United Company of Merchants of England trading to the East Indies in the full and just Sum of Thirty Seven Thousand Two hundred and fifty Pagodas Pagodas Twenty three Fanams and Thirty two Cashs to the Payment whereof well and truly to be made to the said United Company their Successors Administrators or Assigns We do hereby bind Ourselves Our Heirs Executors and Administrators jointly and severally firmly by these Presents Sealed with Our Seals and Dated this 28th day of October in the Twenty Eighth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and in the Year of our Lord One Thousand Seven Hundred and Seventy Eight

Whereas the above bound Andrew Majendie George Savage James Call and James Taylor have jointly and severally Borrowed and Received of the Above Named John Turing the Sum of Eighteen Thousand Six Hundred and Twenty four Pagodas Twenty three Fanams and Thirty two Cashs as the Amount of their Bond for the said Sum of Eighteen Thousand Six Hundred and Twenty four Pagodas Twenty three Fanams and Thirty two Cashs to the said John Turing bearing Date the first day of January 1778 and for the Securing the Payment thereof as the said Bond is hereby Mortgage One Box No. 32 Containing Gold Lace and Buttons by Weight the Value of Pags 38152 32 and on Default of Payment of the above mentioned Sum the Mortgaged Premises remain absolutely to the said John Turing

Now the Condition of this Obligation is such that if the above bound Andrew Majendie George Savage James Call and James Taylor their Heirs Executors Administrators or Assigns do well and truly Pay or Cause to be paid unto the said John Turing his Heirs Executors Administrators or Assigns the full Sum of Eighteen Thousand Six Hundred and Twenty four Pagodas Twenty three Fanams and Thirty two Cashs with Interest thereon at the Rate of Twelve per Cent per Annum from the Date hereof or Cause to be delivered unto the said John Turing his Heirs Executors Administrators or Assigns the said Box No. 32 Containing Gold Lace and Buttons by Weight the Value of Pags 38152 32 on or before the first day of January 1779 then this Obligation to be void and of no Effect otherwise to remain in full Force and Virtue

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

Jaswanty
Ramanadah

Andrew Majendie (LS)
Andrew Majendie (LS)
only for George Savage
James Call (LS)
James Taylor (LS)

True Copy
Wm Dillon
Atty for the Compt

Tuesday the 20th Day of Oct.
Anno Domini 1778

Mayor's Court at Madraspatnam

Present

James Call Esquire Mayor
John Turing and Edm. John Holland

Aldermen

Between John Turing of Fort Saint George Merchant Complainant and Andrew Majendie George Savage and James Call and James Taylor of the same Place

Pleas Merchants Defendt

The Defendants by their Attorney &c
Come into this Court and Acknowledge the Justice of
Complainants Demand. This Court doth therefore
Order and Decree
the Order and Decree and doth Accordingly Order and Decree
that the Defendants shall pay unto the Complainant the
and Last Sum of Nineteen Thousand two Hundred and
Pagodas Eleven Fanams and Twenty Six Cashes of Pagodas
26 Cashes together with all such Interest as now is or shall Become
Due thereon until full Payment is made unto him
of this Suit

Dfdts

Filed the 24th Oct. 1778

To the Honble the
Court Madrass

Humble Complaint

this Honble Court Your Orator Emanuel Law Merchant
Madras Inhabitant that Tega Rogen of the same Place
Inhabitant stands Indebted unto Your Orator in the
and Just Sum of Three hundred Pagodas Current Money
Madras Making one Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda Sixty Eight Pounds
hundred and Twenty Pounds or thereabouts being the Principal

Principal of a Mortgage Bond Drawn and Granted unto Your Orator
by the said Tega Rogen Dated the Twelfth Day of September in the
Present Year of Our Lord One Thousand Seven hundred and
Seventy Eight Whereunto Reference for the Greater Certainty of this Honble
Court unto which Your Orator prays may be Admitted as part of this
his Bill of Complaint and whereas Your Orator hath frequently
and in an Amicable Manner Requested payment of the said
Sum of Three hundred Pagodas from the said Tega Rogen

But now so it is of Right Pleas this
Honble Court the said Tega Rogen Obstinately and Wilfully Refuses
to pay the Same or to Give Your Orator any manner of Satisfaction
Touching the Premises Your Orator therefore prays a General
Relief Such as to this Honble Court shall Appear Agreable to
Equity and Good Conscience to the End Therefore that the said
Tega Rogen may upon his Corporal Oath (a 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 thereagain Repeated
and Particularly Interrogated and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of three hundred Pagodas
together with all such Interest as now is or shall Accrue thereon
Due thereon also all Costs of this Suit

May it Please this Honble Court the Cause aforesaid
Tega Royal to be Summoned and Required by the Sheriff of Fort Saint
George Peon of Madras aforesaid and the Defendt there personally
to be and Appear before this Honble Court at a certain time and place to

be

to by this Honble Court Decreed and Appointed therein and
Answer this Your Orator's Bill of Complaint and further
to and abide by such Order and Decree therein as to this Honble
shall Seem Meet

1773
Octr 24th

Hy Dis Puy
Attorney for the Complt

This Bill was Sworn to me
Between the Days of Adjournment
of Court Before Thomas Thomas Esqr
Chief Court Day

James Call
Mayor

Dated 16th Octr 1773

A Legal Pagoda to you the Mortgagd Premises
Emanuel Luis Andreas an Vgent Oriental Inhabitant
and Owner of them the full and Just Sum of three Hundred
Pagodas for Securing the Payment thereof Whereby the said
any Part or Parcel thereof at Large as by the said Deed
Reference being had thereunto will more fully and
the Said Bill or Sale Granted by the said Mucadam Dues
Which said Sum of Money the said Deft Covenanted to pay
Such Interest at the Rate of 15 P Cent P Annum
the Same Covenant Witness our Seals
Signed Sealed & Delivered
in the Presence of

Signed Legal Pagoda

A True Translation as Near as Can be from the Original
Malabar Language

Hy Dis Puy
Atty for the Complt

Mayors Court at Madrasapatnam

Tuesday the 27th Day of Oct.
Anno Domini 1773

Present

James Call Esquire Mayor
George Proctor and Willm Webb
Aldermen

Between Emanuel Luis
Andreas of Madras Inhabitant
Complainant and Legal Pagoda of
the same place Inhabitant Defendant

The Defendant being set Court and Acknowledging
the Justness of the Complainants Demand This Court doth
therefore think fit the Order and Decree and doth accordingly
Order and Decree that the Defendant shall pay unto the
Complainant the full and Just Sum of three Hundred Pagodas
Pags 300 — together with all Costs Interest & Damages
shall & there after become due thereon and till full Payment is
Made also all Costs of this Suit

By Court

Filed the 21st Oct. 1778

To the Honble the Mayor Court at Madrass

Humble Complainant Showeth

That Your Orator Presents to this Honble Court Your Orator Inhabitant & Attorney Fortunee Solomon of Madrass Inhabitant & Merchant Personnautto and Chinna Mootiallee also of Madrass Inhabitant Merchant Defendant Unto Your Orator in the full and Just Sum of Two hundred Pagodas Current Money of Madrass Making in the Money of Great Britain at the Rate of Eight Shillings per Pagoda the Sum of Forty Pounds as well Value Recd as by a Translate of an Obligation and Copy of an Assignment with Power of Attorney hereunto Annexed for the Inspection of this Honble Court and unto Your Orator prayeth Leave to Annex the Original Obligation with Copy of this his Bill of Complaint Also Original Assignment with Power of Attorney being in Your Orator Attorney Custody to be produced for the Inspection of this Honble Court & that the Your Orator further Shows Unto this Honble Court that Defendant frequently and in the Amicable Manner Requested Payment thereof Mootiallee Personnautto and Chinna Mootiallee of Sum of One hundred Pagodas

But now so it is Mayor Plaintiff Court the said Mootiallee Personnautto and Chinna Mootiallee Obstinately and Wilfully Refuse to pay the same or any part thereof to Your Orator Any Manner of Satisfaction Tendering this Honble Court Your Orator therefore Prays a General Subpoena to this Honble Court Appear Agreeable to Equity and Your Commissioners Mootiallee Personnautto and Chinna Mootiallee Sworn Answer to all and Singular the Premises Their Several and Respective 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 Herein again Repeated and Particularly Interrogated and that they may be Decreed to Pay unto Your Orator the aforesaid Sum of One hundred Pagodas With all Costs Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court the Premises the said Mootiallee Personnautto and Chinna Mootiallee to be Summoned and Required by the Sheriff of Fort St. George Town of Madrassapatnam 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 Complt

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(745)

21st Oct. 1778
This Bill was Shewn to me in the Days of
Appearance Vide Summons issued Returnable
Next Court Day

James Call
Mayor

Translation of a Mortgage Bond or Obligation Dated 18th Nov. 1771

We Mootiallee Personnautto and Chinna Mootiallee Sons of Avoon Gouragalu Mudaly Merchants of Madras Do Jointly and

and Signed by Them this Mortgage Bond to Runnowiah Sangster
Vadear of the same Place on Our Usual Common Mortgage
to You Our Garden and three Piece of Ground and Bounded
Received the Sum of ff100/ One hundred Star Pagodas Current
of Madras Which Sum We promise to Pay or see before the 31st
of February Next with such Interest as may become due thereon
the Rate of 12 P Cent P Annum and for all Such Payment
Vadear Empowered to Sell the said Garden and three Piece
Ground at Public Outcry and Invest the Principal and
Term of these are Voluntarily Given this Mortgage Bond by Us
Current Rupees Madrass Money and Delivered
Mortgage by these Known Presents Drawn by the said Runnowiah

Witness
Sarawanah
and
Sabchamanah

The Mark + of Vadear
The Mark + of Chinnah

Know all persons to whom these Presents shall come I Sabchamanah
the Original Bond the Malabar Language by Sabchamanah
Court Interpreter

John Pike
Atty for the Complt

Know all Men by these Presents that I Runnowiah Sangster
Gentoo Vadear all of Madras Inhabitants indebted by Our
Mortgage Bond or Obligation bearing Date the Eighteenth day of
Current Rupees Madrass Money and Delivered unto
Mortgage by these Known Presents Drawn by the said Runnowiah

and Twenty Seven Star Pagodas Current Money of Madras and by a Translation of the said Mortgage Bond or Obligation may Appear Now Know ye that the said Runnowiah for a Valuable Consideration to him in hand Paid by Fortune Johnson Inhabitant of Madras before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Runnowiah hath Assigned and Set Over and by these Presents doth Assign and Set Over unto the said Fortune Johnson the said Mortgage Bond or Obligation 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 Runnowiah for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Fortune Johnson his Executors and Administrators his true and Lawfull Attorney and 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 Fortune Johnson his Executors Administrators and Assigns to ask Require Demand and Receive of the said Mostafa Hossain and Chinnah Mostafa their heirs Executors and Administrators the Money Due and to become Due on the said Mortgage Bond or Obligation and on non Payment thereof he the said Fortune Johnson his heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Mortgage

(748)

Mortgage Bond or Obligation and Sufficient Release
Discharge thereof and Covenant Attorney or Attorneys
hereby Constituted and authorized
for Attorney or Attorneys under him shall Lawfully do
Premises thereof Covenants Hereby Allowed
and thereof Covenants to Debt Covenant with the said
Fortune Johnson that Said and Covenants hereby
Nor will Heirs Executors Money Power to Grant
thereof Mortgage Bond or any Part thereof
will Release Discharge the same or any Part thereof
but will Grant and Allow Said Lawful Proceedings
thereof the said Fortune Johnson Heirs Executors
Trouble Cost and Charges Suit that may happen
In Witness whereof the said Covenants
Husband and Relation Madras aforesaid Have Hereunto
in the Year of Our Lord One thousand Seven hundred
Eight

Signed Sealed and Delivered
Sufficient Stamps Paper not to be had
in the Presence of

(749)

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Mayors Court
Madras ss

Tuesday the 21st Day of October
Anno Domini 1718

L.S

Present

James Call Esquire Mayor
George Proctor and William Webb
Aldermen

Between Covenants
of Madras Inhabitant by his Attorney
Fortune Johnson of the same place
Plaintiff Complainant and
Mostallee Seermaister and Chinna
Mostallee also of Madras Inhabitants
Defendants

The Defendants being in Court and
Acknowledging the Justness of the Complainants Demand
This Court doth therefore think fit to Order and Decree
and doth Accordingly Order and Decree that the Defendants
shall pay unto the Complainant the full and Just Sum of One
Hundred Pagodas of Pay. 100 - Together with all Costs
Interest as now is or shall hereafter become Due thereon until the
full Payment is made also all Costs of this Suit

Ord

Dated the 27th Augt 1778

To the Worshipfull the Mayor Court of Judicature of Madraspatnam

Humbly Complaining

Sheweth unto this Worshipfull Court Your Orator Venkatayya of Madraspatnam Labbadar and Attorney for and in behalfe of the same Place Labbadar that Ramagaum Alias of Madraspatnam Labbadar Stands Indebted unto Your Orator in the full and Just Sum of Sixty Nine Pagodas and Forty One fanams Current Money of Madraspatnam and Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Seven Pounds Sixteen Shillings and Eight Pence Money aforesaid as by an Account Current and Copy of the Same Signed with Your Orators Name may be Shewn for the Inspection of this Worshipfull Court Which Debt Your Orator Cannot get Satisfied or Paid him by the Said Defendant Although Often Requested so to do Wherefore Your Orator Prays that the Said Ramagaum may be Attached by Vertue of this Worshipfull Courts Writ of Subpœna to Appear to and Answer this Bill of Complaint and Stand to and Abide by such Order and Decree therein as to this Worshipfull Court shall Seem Meet and Your Orator as in Duty Bound will Ever Pray

John Sykes
Attorney for the Complainant

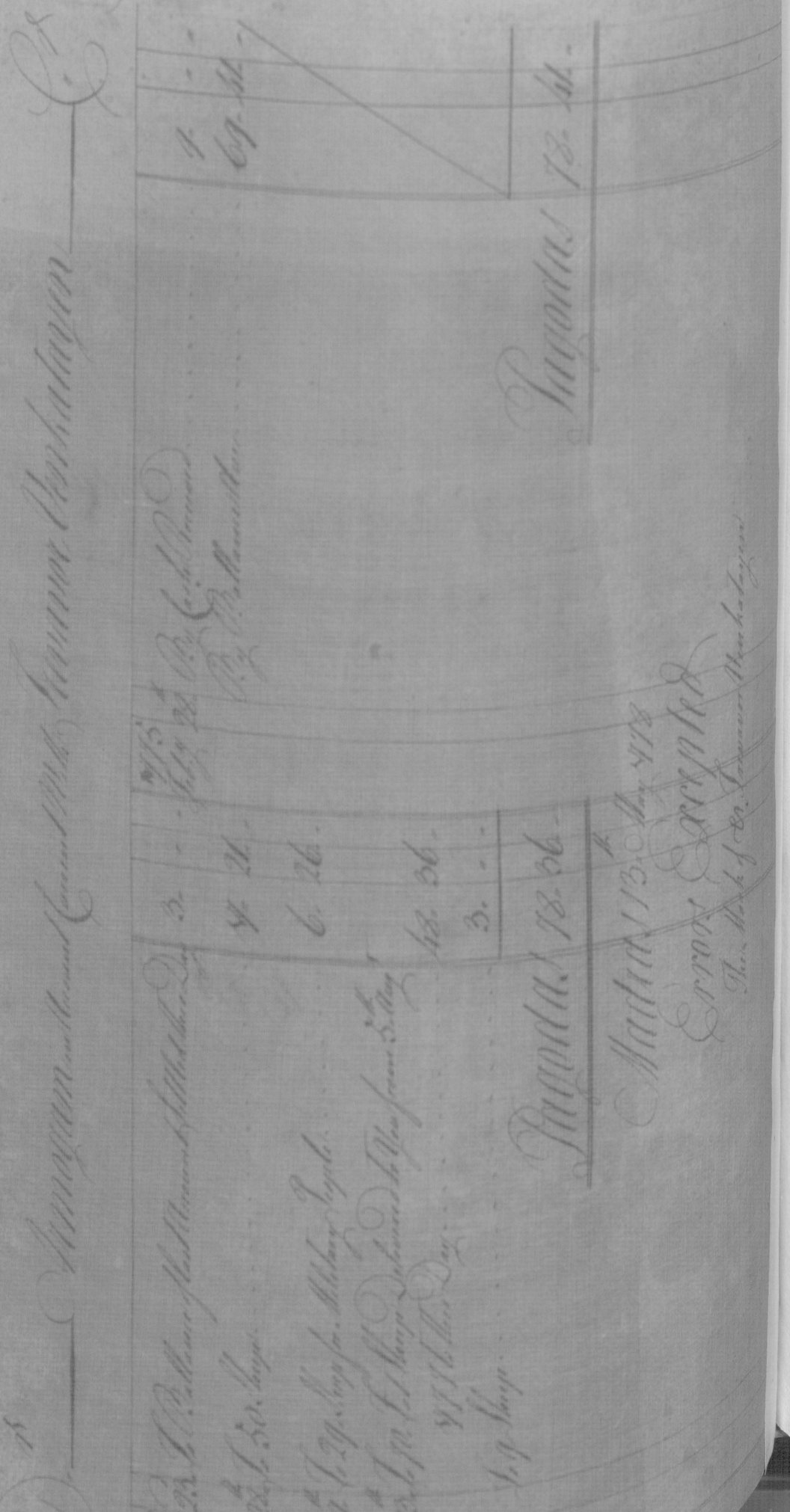
29th Augt 1778
This Bill was shewn to me between the Day of Adjournment & Jo. Lawrence is sent returnable Next Court Day

Jas Hall
Mayor

Ramagaum may appear this Corporal Oath shall then Direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truly and Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Sixty Nine Pagodas and Forty One fanams with all Interest as Shall Due thereon and also all Costs of this Suit Now is or shall Hereafter become Due thereon also all Costs of this Suit

And it Prays that this Worshipfull Court May Cause the said Ramagaum 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 Worshipfull Court at a Certain time and Place to be by this Worshipfull Court Prefixed and Appoint and there and then to Answer this Your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Worshipfull Court shall Seem Meet

John Sykes
Attorney for the Complainant



To all People To whom these Presents shall Come Greeting Whereas I Somagoun of Madras Inhabitant on the Ballance of an Account bearing Date the Thirteenth Day of May in the present Year of Our Lord One Thousand Seven hundred and Twenty Eight Stands Indebted unto Tewanor Venkatayen of the same Place Inhabitant in the Sum of Sixty Nine Pagodas and Forty One Fanams Current Money of Madras as is and by the said Account Current May Appear Now Know Ye that the said Tewanor Venkatayen for a Valuable Consideration to him in hand paid by Fortunet Johnson of Madras Inhabitant also before the Sealing and Delivery of these Presents the Receipt whereof is hereby Acknowledged he the said Tewanor Venkatayen hath Assigned and Set Over and by these Presents Doth Assign and Set Over unto the said Fortunet Johnson the said Account Current and the Money on Account Pain Johnson the said Account Current and the Money on Account Pain Johnson the said Account Current and the Money on Account Pain

Said Antonio the Nine Executor and Administrator to the Estate and Effects of Mount Carmel and Joseph Thomas the Second Executor and Administrator to Sarah and Rowe the Executor and Executrix of the Testamentary Will and Mount Carmel and Effects of Richard and Dorothy Thomas and Ann wife of Antonio Said Executor and Executrix and Administrator and Administratrix do hereby Severally and Severally Promise and Engage to Pay unto the Said Antonio Said Executor and Executrix and Administrator and Administratrix or to their Attorney or Attorneys duly Authorized Dollars Sterling Money of Great Britain on the Twenty Fifth Day of December which will be in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight without Fraud or Delay and the said Antonio Said Executor and Executrix and Administrator and Administratrix do hereby Promise and Engage to Pay unto the said Antonio Said Executor and Executrix and Administrator and Administratrix the Interest of the Said Sum of Money at the Rate of Six Pounds Sterling per Centum per Annum from the Date hereof for and during the Term of Two Years from the Date hereof and the said Antonio Said Executor and Executrix and Administrator and Administratrix do hereby Promise and Engage to Pay unto the said Antonio Said Executor and Executrix and Administrator and Administratrix the Interest of the

Filed this 5th Augt 1773

To the Worshipfull the Mayor Court at Madraspatnam

Humble Complainings

Shewith

Humbly Complaining Shewith unto Your Worships Your Orator Cotty Lingen Pantulu of Madraspatnam Gentoo Merchant That Condaveeram Puddaha Ballah of the same place Gentoo Merchant Defendant Pudda Ballah is Justly and Truely Indebted unto Your Orator in the Sum of Three Hundred and Sixty Six Pagodas and Twenty Eight Fanams Money of Madras Measure Sterling Money of Great Britain Two Shillings and Eight Pence for Twenty Pagodas Sum of One Hundred and Sixty Six Pagodas and Twenty Eight Fanams as Your Orator can Prove fully and at Large upon Oath if Occasion shall require as per Account Current and Bales by Copy for Mortgaged Bales Annexed for the Inspection of this Worshipfull Court which Bales Orator stands ready to Admit the Inspection of this said Bales Complaint and Whereas Your Orator hath frequently and Still Continues to Demand Payment of the said Sum of Three Hundred and Sixty Six Pagodas and Twenty Eight Fanams from the said Condaveeram Pudda Ballah

But now so it is, May it please your Worships this Worshipfull Court the said Condaveeram Pudda Ballah Obstinately and Wilfully Refuses to pay the same unto Your Orator Whereby Your Orator is Remediless Save in this Worshipfull Court to which he Prays a Writ of Subpœna and Relief Suitable to his Case and Agreeable to Equity and Good Conscience In Tender Consideration whereof and that the said Condaveeram Pudda Ballah may upon his Oath

Oath in his full true Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully Fully and Effectually to all Intents and Purposes as the same were herein Again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and Sixty Six Pagodas and Twenty Eight Fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

Prays that Your Worships this Worshipfull Court be Graciously Pleased to Order the said Condaveeram Pudda Ballah to be Summoned and Required by the Sheriff of Fort St. George Mayor of Madraspatnam and his Deputies to be and Appear before this Worshipfull Court at a Certain Time and Place to be by this Worshipfull Court prefixed and Appointed there and then to Answer the Premises 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 Dillon
Solr for the Complt

13th Augt 1773

This Bill was sworn to and subscribed
this Day of Appearance Let Subpœna
Issue and Returnable the Next Court Day

Jno Hall
Mayor

Dr. Condecoorra Suddah Buttah in Account Current with the Estate of Geo. La Fontaine

776 July	3	To the Amount of your Mortgage Bond drawn of this Date	550		778 Aug.	3	By Cash Received of the Estate thereon Amount of Interest remaining in Balance	36	
778 Aug.	3	To Interest on D.o from 3. July 776 to this day is 2 Years 1 Month & 10 days @ 8 p.Cent p.Annum	122	24					
		Pagodas	672	24			Pagodas	672	

E. E. & O. Geo.e La Fontaine

Know all Men by these Presents that I Condecoorra Suddah Buttah of Madras Gold Smith am held and firmly bound unto Mr. George La Fontaine of Fort Saint George Merchant in the Penal Sum of Seven hundred Star Pagodas Current Money of Madras to the payment whereof well and truly to be made to the said George La Fontaine his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors Administrators firmly by these Presents Witness hereunto my hand and Seal this Eighteenth day of the Year One Thousand Seven hundred and Seventy Six

Whereas the above bounden Condecoorra Suddah Buttah hath this day borrowed and received of the above Named George La Fontaine the full and just Sum of Three hundred and fifty Pagodas to Him at Interest at the rate of Two p.Cent p.Annum and payable in three Months time and for Securing the Payment thereby Mortgageing House and Country Certificate Number Situated in Emperor Street between the Houses of Timmayah Vegambaram and Maruda Redy Cavaiah and 56 by 30 feet Long and Broad

Now the Condition of this Obligation is such that if the above bounden Condecoorra Suddah Buttah his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said George La Fontaine his heirs Executors Administrators or Assigns the full and just Sum of Three hundred and Fifty Pagodas together with the Interest thereof which shall become due thereupon from time to time according to the Condition of a Mortgage Bond of even Date herewith Then the above Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered in the Presence of Caddalore Varcadachellum Muttumbadoo Tambyah Brass Carvalho

The Mark ✠ of Condecoorra Suddah Buttah (L.S.)

True Copy Fly. Dupuy Wit.s for the Compl.t

Mayor's Court
Madraspatnam

Tuesday the 10th Day of March
Anno Domini 1778

Present

James Call Esquire Mayor
George Taswell and Edm. Saunders
Aldermen

Between George Stone
of Madras Inhabitant Complainant
and Mary Gold Same Defendant

The Defendant being Every Court Called
the Substance of the Complainants Demand Not Every Called
thereof & the Order and Decree and the Accordingly Ordered
Decreed that the Defendant shall pay unto the Complainant the
full and Just Sum of three Hundred and Sixty Six Pagodas and
Twenty Eight Fanams (Pag.s 366-28-) Together with Lawful
Interest as usual in such Cases from the Time Due thereof until the
Payment is made also all Costs of this Suit

By Court

Fort St. George 5th Nov.r 1778

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

Humbly Complaining Sheweth unto this
Hon.ble Court Your Orator Jagandiva Reddy by his Attorney Agent unto
the Cruz of Madras Inhabitant that Schamaloo of the same place
Inhabitant Stands Indebted unto Your Orator in the full and Just
Sum of Two hundred and Forty Nine Pagodas and Eighteen Fanams
Current Money of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for Every Pagoda the Sum of Ninety Nine
Pounds Fifteen Shillings and Eight Pence or thereabouts as will more
fully and at Large Appear by an Account Current Copy of the Translation
of a Mortgage Bond Signed and Granted unto Your Orator by the
said Schamaloo Dated the Seventh Day of January which was in
the Year of Our Lord One thousand Seven hundred and Seventy five
and also by Copy of an Assignment thereunto Annexed for that
Purpose Reference of this Hon.ble Court all which Your Orator prays may
be Admitted as part of this his Bill of Complaint and whereas Your
Orator hath Frequently and in an Amicable manner Requested
Payment of the said Sum of Two hundred and Forty Nine Pagodas
and Eighteen Fanams from the said Schamaloo

Defendant's Pleas This Hon.ble Court
the said Schamaloo Obstinately and Wilfully Refuses to pay the same to
Give Your Orator any Manner of Satisfaction Touching the premises
Your Orator therefore prays a General Relief touch and to this Hon.ble Court
shall Appear agreeable to Equity and Good Conscience To the End
therefore

Whereas the Sheriff and Inhabitants of Madras have represented to this Honble Court that the Publick Buildings of the Fort and Settlement of Madras are in a very ruinous condition and stand in great need of Repairs and that the Sum of Two Hundred and Fifty Pagodas will be sufficient to Repair the same, and have Petitioned this Honble Court to Grant them a Warrant for the Payment of the said Sum of Two Hundred and Fifty Pagodas out of the Revenues of this Settlement, This Honble Court do hereby Order and Direct the Accountant General to Issue a Warrant for the Payment of the said Sum of Two Hundred and Fifty Pagodas out of the Revenues of this Settlement, and the Treasurer is hereby Ordered to Pay the same accordingly.

Fort St George 23d Oct. 1773

By Order of the Honble Court

Wm Dalrymple
Accountant General

1773
Nov. 5th

This Bill was shewn to the Gentlemen of the Board of Government at the Summons of the Honble the Chief Magistrate

James Call
Mayor

Dr. Achanna Moosa Chetty Cr. by Lagandina Beck

1773 June	To Bill at Amount Principal of Your Mortgage Bond	150			By Ballance	248 18 7
	To Interest this Date					
March	25 To Cash Lent You this Day	50	"	"		
May	31 To Do Paid Do. Mr Cogniss Bill for Quit Rent &c.	2	18	"		
Dec.	12 To Do Lent You this Day	20	"	"		
1774 Oct.	25 To Do Lent You	5	"	"		
	To Do Paid for Bricklayers to Repair Your House	4	6	"		
		231	24	"		
1773 Oct.	25 To Ballance from the following Sums from this Page to this Day @ 12 ℘ Cent ℘ Annum					
	Page 30 " for 27 . 11 . 26					
	2 . 8 " 2 . 2 . 27					
	20 " 1 . 10 . 13 . 1 . 21					
	5 " 1 " 23					
	4 . 6 " 1 " 21					
		37	36	"		
	Pagodas	269	18	"	Pagodas	269 18 "

Fort St George 23d Oct. 1773
Errors Excepted

Dated 1st June 1773

I Achanna Moosa Merchant of Madras do Give this Mortgage Bond to Lagandina Beck Land of Ruby Beck of the Moorish Nation at Madras this Day in an urgent Occasion I have Borrowed and Received of him the full and just Sum of 150 Pagodas Current Money of Madras for which Sum I am Engaged Unto him as my Creditor by Bills of Sale of my Houses

house and Ground and also a Shop in Tellicherry at Mattapollam Valy pollam on the North Side to the West of Merchandize on the South Side to the House of Ugaranada Mooneakpady North and between the Houses of Cuppanna and Cherkoo Poonder Mooley which the for house I am to let You without Rent and the aforementioned premises without Interest for two Years hence and then North Side Back House Hereby Voluntarily Give this Mortgage Bond to Yayanna Back Watan for Yayanna to Lawa Mooley and Accall Rama by their knowledge Known by Tandova Royapa Pillah

Witness Signed
Yayanna alias Lawa Mooley
Accall Rama Chitty

Sheik + Mark of Achamall

Original Malabar Language

M. Hill
Attorney for the Complainant

Know all Men by these presents that I Achamall of Mattapollam Cautino in the Province of Malabar Inhabitant am held and firmly bound unto Yagandiva Beck of the same Inhabitant in the Sum of One hundred and fifty Pagodas Current Money of Madras Coin to be paid on two Years hence with Interest and the said Yagandiva Beck to his Executors Administrators and Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these presents Sealed with my Seal Dated this Twenty fifth day of March in the Year of our Lord One thousand seven hundred and Seventy four

The Condition of this present Obligation is such that whereas the above bounden Achamall of Mattapollam Inhabitant in the Province of Malabar hath this day executed unto the above named Yagandiva Beck of the same place Inhabitant a Mortgage Bond bearing Date with these presents for the Sum of One hundred and fifty Pagodas Current Money of Madras Coin to be paid on two Years hence with Interest and the said Yagandiva Beck to his Executors Administrators and Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these presents Sealed with my Seal Dated this Twenty fifth day of March in the Year of our Lord One thousand seven hundred and Seventy four as by the said Mortgage Bond Reference thereunto being had may more fully and at large appear Now if the above bounden Achamall his Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the above named Yagandiva Beck his Executors Administrators or Assigns the full Sum of One hundred and fifty Pagodas Current Money of Madras Coin with Interest for the same on the Twenty fifth day of March which will be in the Year of our Lord One thousand seven hundred and Seventy six without Fraud or Delay then this present Obligation to be void and of none Effect or else to remain in full Force and Virtue

Condition of these presents appear and whereas there is now Due the Sum of Two hundred and Forty Nine Pagodas and Eight Fanams for the Principal of the said Mortgage Bond as also for Two Days Interest Advanced thereupon Now Know Ye that the said Yagandiva Beck for a Valuable Consideration to him in hand paid by Agostinho de Cruz of Madras Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Yagandiva Beck doth hereby Acknowledge he the said Yagandiva Beck hath Assigned and Setover and by these presents doth Assign and Set over unto the said Agostinho de Cruz the said Bond and the Money or Amount Principal and Interest as also for Sundry Charges thereupon Due and Owing and which may become due thereon and all his Right and Interest of in and to the Same and aforesaid hath made Constituted and Appointed and by these presents doth Make Constitute and Appoint the said Agostinho de Cruz his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and stead of his Executors and Administrators but for the Sole and proper Use and benefit of the said Agostinho de Cruz his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Achamall his heirs Executors and Administrators the Money Due and to become due upon the said Bond and upon Payment thereof to the said Agostinho de Cruz his heirs Executors and Administrators to Sue for and Recover the Same and on payment thereof to Deliver up the said Bond and Give sufficient Releases and Discharges therefore and One or more Attorney or Attornies under

Under them shall Lawfully doing the premises Thereof Said Inquandera Buck
doth hereby Allow and assume And the said Inquandera Buck
Covenant with the Said Agosthuho De Cruz that he the said Inquandera
Buck hath not Turned over nor Power thereof Money to
become Due on the said Mortgage Bond or also by Bond
Thereupon or any part thereof Neither shall or will Release or discharge
the Same or any part thereof but will Answer and Allow for
Proceedings for the Recovery thereof the said Agosthuho
Saving the said Inquandera Buck harmless of and from
Costs that may happen to be thereby or Which
the said Inquandera Buck hath become Liable Witness his hand and
Seal Madras this Thirtieth day of October in the Year of Our
Lord One Thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
In the presence of Stamp Paper to be had
in the Name of

Ramayen
Abdul Cauder

Inquandera Buck

Mayor's Court at Madraspatnam

Tuesday the 2d. Day of June Anno Domini

Present

James Cull Esquire Mayor
George Taswell and Edm. Saunders
Aldermen

L.S

Mayor's Court

Between Inquandera Buck
by his Attorney Agosthuho De Cruz
of Madras Inhabitant Complainant
and Arbanna Mootien of the same place
Inhabitant Defendant

The Defendant having put in Court and Acknowledged
Being the Justness of the Complainants Demand This Court
doth therefore think fit to Order and Decree and doth Order
doungly Order and Decree that the Defendant shall pay unto
the Complainant the full and Just Sum of Two Hundred and
forty Nine Pagodas and Eighteen Fanams Pags. 249. 18. /
together with all Such Interest as now is or shall Become due
Thereon with all Such Payment to be made also all
Costs of this Suit

By Cur

Sd. this 25th Sept. 1778

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Hon'ble Court Your Orator Krishnamah Naick by his Attorney
Pascal D Drauxe of Madras Inhabitant that Chinna Krishnan
of this Same place Inhabitant Stands Indebted unto Your Orator
in the full and Just Sum of Fifty four Pagodas Current Money
of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of Forty
Ouid

Own Pagodas and Twelve Shillings or there about as well Principal and Interest as Charges Appears by Copy of the Account taken of said Bond allowed Yesterday and Granted unto Your Orator by the said Chenna Pedian dated the Third Day of November one thousand Seven hundred and Seventy Seven Copy of said Bond thereunto Annexed for the Inspection of this Honble Court whereto Your Orator prays may be Allowed as part of this Bill of Complaint and whereas Your Orator hath frequently and Amicably Demanded Payment of the said Sum of Fifty Pagodas Principal and Interest Pagodas Seven Thousand Seven hundred and Twelve Shillings

But now so it is Most Honble Sirs that the said Chenna Pedian Merchant Abraham Hyde and William Hall Mayor Touching the Premises Your Orator therefore prays a Writ of Subpoena may Issue out of this Honble Court to be Directed to the said Chenna Pedian Abraham Hyde and William Hall Mayor thereby Commanding them and Each of them at a Certain Day and under a Certain Penalty therein to be Limited personally to be and Appear before this Honble Court and then and there to Answer the Premises and to Stand to Perform and Abide such Order and Decree therein as to this Honble Court shall Seem Meet and Your Orator shall Ever Pray &c

Mr. Hall Mayor

To the Right Honble Sir Thomas Rumbold Baronet Governor and the Honble the Council for the Affairs of Fort St. George and Dependencies thereon in Council

The Humble Petition of Chenna Pedian Merchant Inhabitant of Madras

Sheweth

That your Petitioner is Security for Abraham Hyde Inhabitant of Madras in a Bond for Pagodas Seven Thousand Seven hundred and Twelve Shillings Principal and Interest due to Mr. Mayor

That your Petitioner has been frequently Applied to by the said Mr. Mayor for Payment of the said Bond but the said Abraham Hyde has not Paid the same

That your Petitioner has been Informed that the said Abraham Hyde is Indebted to the Honble Company in a Considerable Sum of Money

That your Petitioner is Apprehensive that the said Abraham Hyde will Abscond and Leave the Country without Paying the said Bond

That your Petitioner is Willing to Pay the said Bond provided the said Abraham Hyde will Secure your Petitioner from Loss

Your Petitioner therefore Humbly Prays that your Honours will be Pleased to Order the said Abraham Hyde to Secure your Petitioner from Loss or to Pay the said Bond

And your Petitioner as in Duty Bound will Ever Pray &c

Chenna Pedian

Madras 3d November 1777

Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Henry Dil Pitt
Attorney for the Complainant

1778
Sept. 25th

This Bill was Sworn to in Court between the Hours of Adjournment at the Complainant's Attorney having made Oath to the Contents of this Demand and that he has the Reason to believe the Defendant will depart from the Jurisdiction of this Court before hearing that this Bill is filed Against him Let a Summons Returnable Peremptorily and Warrant of Arrest Issue thereon

Wm. Hall
Mayor

Dated this 3d November 1777

Chenna Pedian Native Merchant of Madras Inhabitant do for the Obligation Bond the Pedian Native Merchant of the same place Inhabitant this Day are and Agreed Occasioned Shall Renewed and Ensured of them the full and just Sum of Fifty four Pagodas Current Money of Madras which Sum I promise to pay or cause before the Tenth Day of July One Thousand Seven hundred and Seventy Eight with Such Interest as may become Due thereon after the Rate of Twelve per Cent per Annum Under pain of Payment I promise the Payer Demand Witness

Witness Mootoo Comaraw Son of Painter Candapa and Vande-
Sawmy Naicker Son of Muna Tachella Naicker by Mun Ramaly
Dorasamy Somany Vyapan Son of Vyapan Pillah

Witness Seal Seal
Mootoo Comaraw and
Veerata Pedroaw

Signed
Comaraw Pedroaw

A Tamil Translation of these Presents from the Original
Malabar Language by Sabanayagam Interpreter

Signed
Sabanayagam

Know all People by these Presents that I Comaraw Pedroaw of Madras Inhabitant Native of Malabar Gentoo Heathen Caste Vellagaty and by Occupation Merchant am held and firmly bound unto Pascal D'Roziere of Madras Inhabitant Native of Europe Merchant in the Sum of Fifty Seven Pagodas Current Money of Madras aforesaid to be paid to the said Pascal D'Roziere his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Fifteenth Day of July One Thousand Seven Hundred and Seventy Eight in the Fifteenth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. Annoque Domini

The Condition of this Obligation is such that if the above bounden Comaraw Pedroaw his Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the above named Pascal D'Roziere his Executors Administrators or Assigns the full Sum of Fifty Seven Pagodas Current Money of Madras aforesaid on or before the Fifteenth Day of July One Thousand Seven Hundred and Seventy Eight with Interest at the Rate of Fourteen Pagodas per Cent per Annum for the Time being from the Day of the Date hereof until Payment be made without Fraud or Delay Then the above written Bond or Obligation to be void and of none Effect or else to remain in full Force and Virtue

Witness my Hand and Seal this Fifteenth Day of July One Thousand Seven Hundred and Seventy Eight

Witness Seal Seal
Mootoo Comaraw and
Veerata Pedroaw

Signed
Comaraw Pedroaw

Considerations hereto him thereunto moving Hath made Ordained Constituted and Appointed and by these Presents Doth make Ordain Constitute and Appoint the said Pascal D'Roziere his Executors and Administrators his true and Lawful Attorney and Attorneys Jointly and Severally for him and in his Name and in the Name and in the Names and Name of his Executors and Administrators but for the Sole and Proper use and benefit of the said Pascal D'Roziere his Executors Administrators and Assigns to ask Require Demand and Receive of the said Gloria Pedroaw his Heirs Executors and Administrators the money Due and to become Due and Owing upon the said Bond and on Account Payment thereof the said Pascal D'Roziere his Executors and Administrators to sue for and Recover the same and on Payment thereof to Deliver up the said Bond and Give sufficient Release and Discharge therefore and One or more Attorney or Attorneys under him to Constitute and what soever the said Pascal D'Roziere or his Attorney or Attornies under him shall Lawfully do in the Premises the said Pedroaw Hereby Allow and affirm

Transcribed by Sabanayagam

Witness and the said Pichamma Naicker doth Covenant with the
Said Pascall Renouncing that he the said Pichamma Naicker shall and
Do Forthwith well and truly Pay or cause to be paid unto the said Pascall
Renouncing or his Attorney the said Money Due to him as aforesaid
Said Bond or any part thereof Neither shall or will Release
Discharge the same or any part thereof but will Maintain and Allow
Lawfull Proceedings for Recovery thereof he the said Pascall Renouncing
Leaving the said Pichamma Naicker harmless for and from all Costs
that may happen to Come thereby In Witness whereof the said
Pichamma Naicker to the Covenants of this Bond and Obligation
have Interchangeably Set their Hands and Seals this
Twenty Second Day of September One Thousand Seven hundred
Seventy Eight

Signed Sealed and Delivered
in the Presence of

Pichamma Naicker

Vinnamalah and

Benjamin Melcaun

Mayors Court
Madraspatnam

Fourteenth Day
Anno Domini

Present

James Call Esquire Mayor
George Taswell and Edw Saunders
Aldermen

Mayors Court

(773)

161

Between Pichamma
Naick by his Attorney Pascall
Renouncy of Madras Inhabitant
Complainant and Chinna Pichamma
of the Same Place Inhabitant Defend
ant

It Appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to Answer the Complainants
Bill which she has Neglected doing This Court doth therefore think
fit the Order and Decree and doth Accordingly Order and Decree
that the Defendant shall pay unto the Complainant the Sum
Said Sum of Fifty Seven Pagodas & Half & Three Fanams
all which Sum is to be as now as shall hereafter become Due thereon
with Full Costs of Suit to be made also all Costs of this Suit

By Court

Dated 11th March 1779

Between Shamier Sultan
Complainant and Ramagapanchum
Mugadaah Puthen and Mangadah
Thalee Ramagah Madelian Defendant

To the Honble the Mayors Court
at Madraspatnam

The

(774)

To the Honble Petition of Cor-
nelius de Mendez of Madras
Merchant

Sheweth

That Shamier Sultan did Exhibit his
Eleventh Day of November in the Year of Our Lord One Thou-
sand Seven Hundred and Seventy two Bill of Complaint to this
Honble Court against the above said Cuttapauchum Mo-
ttar and Mangadah Mootar Cuttapauchum Mootar Sub-
of Three Thousand One Hundred Pagodas on the Pe-
titioner to Grant a Warrant of Sequestration on the
Day of January in the present Year of Our Lord One Thou-
Hundred and Seventy four against the Lands Cattle and Effects of the said Cuttapauchum
Mangadah Mutter and Mangadah Mootar Cuttapauchum Mo-
Which said Warrant of Sequestration being Directed to the Dis-
Court of Chief Cutcherry of Madraspatam and the Distric
the said Shamier did by virtue of the said Warrant of Sequestration
for the Two Villages called Cuttapauchum and Pedancherry
Pertaining to the Property of the said Cuttapauchum Mangadah
Mutter which said Villages were and are by a Mortgage Deed
a Mortgage Obligatory bearing Date the Twenty third Day of
in the Year One Thousand Seven Hundred and Seventy
to Your Petitioner by One Abdul Cuttah Cuttapauchum

(775) 157

Mangadah Mutter for Securing the payment of the
Principal Sum of Two Thousand Star Pagodas with Interest thereon as
will more fully and at large appear by the Translate of the said
Mortgage Bond or Writing Obligatory hereunto Annexed for the
respective Views of this Honble Court and whereby Your Petitioner Prays
May be Admitted as part of this his Petition and that the said Two
Villages so Sequestrated by Virtue of the said Warrant of Sequestration Obtained
by the said Shamier Sultan Were Mortgaged to Your Petitioner prior to
the Mortgage of the said Shamier Sultan

All which Matters and things Your Petitioner is Ready and
Willing to prove to the Satisfaction of this Honble Court and most Humbly
Prays that the said Shamier Sultan may pay the Principal and Interest
Prays that the said Warrant of Sequestra-
tion or Mortgage or that the said Warrant of Sequestra-
tion so far as Regards the Sequestering of the said Two Villages may be
Injuncted and that the Sheriff may be Ordered to Take the Seal thereof off
and that the Costs and Damages Occasioned by this Sequestration of the
said Two Villages may be Rewarded to Your Petitioner and Your Petitio-
ner as in Duty bound

Shall Ever Pray

Jno Bayley
Atty for the Petitioner

Dated 23 January 1770

Translate of a Mortgage Obligation Dated 23 January 1770

I Abdul Cuttah Cuttapauchum Coyamaul
Late Inhabitant of Cuttapauchum Do Give this Obligation to Cuttoo Vaydinadah
Mudeliar Inhabitant of Vepery Chavadi Mortgage this Indenture as a Se-
curity and Voluntarily Do Execute

favorable

776

[illegible] the Pandy[illegible] Villagers and Cumaga[illegible]
gal also the Manneaver [illegible] Lands of the said Villagers
Moreover the Manneaver and Inquisition Writings of the Villages
Named Valan Tunda Tanvan and Cumaga[illegible] which also
hand Pawned Three Mortgage and Bonds and Promissory
hand the said Sum of (2000) Two Thousand Star Pagodas
which Sum I promise to pay on Demand with such Interest
Madrass Date thereof after the Rate of 12 p Cent p Annum
As Witness this Obligation by our Common Witnesses Subbaiah
Modelliyar. Manneaver. Mootoo Comaraya Modelliyar
knowledge Drawn by Pannial Sabapathy

Witnesses Hand (Signed)
Chocay
Manneaver Mootoo
Comaraya.

Madrass Comaraya
Cumaga[illegible]
Lakshmana Narrainah

A True Translation
Original Malabar Language by Davy Augustus Lushington
Sd. Brome
Attorney for Petitioners

153. (777)

Filed the 20th. May 777

In the Honble the Mayors Court at Madraspatnam

Between Shanmoo Sultan Complainant and
Cumaga[illegible] Magadawah Puthen and
Mungadah Mootu Cumaga Modelliah
Defendants

The Answer of the said Complainant to the
Petition of Cumar Upydawadah Modelliah of Madras
Merchant

The Respondent Saith that he did Advance that the
Defendants on or about the Eleventh Day of November which was in the Year
of Our Lord One Thousand Seven Hundred and Seventy Six Sicca
Bill of Complaint Against the Defendants for the Sum of Three
Thousand and One Hundred Pagodas and that this Honble Court
were pleased upon the Usual Practice being Pursued to Grant a
Warrant of Sequestration on the Twenty first Day of January in this
present Year of Our Lord But this Respondent says that the
Cannot Admit that the Sheriff has by Virtue thereof Seized Two Villages
as Set forth by the Petitioner But avers Particularly this Respondent
doth deny that if the Sheriff has seized the said Two Villages that
the said Seizure doth any way interest or Concern the Petitioner

And this Respondent further saith that the Petitioner
and Translation of the said Pretended Mortgage of the said Villages and

in Question appears very Extraordinary especially when it is remembered that the said Bond is secured by a Mortgage for the Sum of Eighteen Hundred and Seventy Pounds that the Petitioner has never entered into Covenant upon the said pretended Mortgage made to this Respondent and presumes that the Defendants to a Suppressed bond for this Respondent is unwilling that the same was produced to this honourable Court but the Defendants informed that the said Petitioner was possessed of the said Mortgage has never exhibited the same by the Petitioner but this Respondent is informed that the said Petitioner has left the Island of Jamaica and resides in England and Mr. Medcalf will know that the said Pelham Lambert is the Petitioner

And this Respondent therefore prays that the Petitioner may be compelled to produce the said Mortgage for such a Number of Years as the Petitioner has or that the same may be declared void and this Respondent be relieved from the Consequences of the Petitioner delaying to comply with this Honourable Court in producing the said Mortgage and this Respondent further prays that the Petitioner may be compelled to Account for the Rents and Profits of the said Premises since the Death of the said Pelham Lambert and that this Respondent may be allowed the Amount of the said Bond and Interest due thereon and that the Petitioner may be decreed to Assign the said Premises to this Respondent upon the Payment of the Amount of the said Bond and Interest and that this Respondent may be allowed his Costs of this Suit and that the Petitioner may be decreed to pay the same or such other Relief in the Premises as to this Honourable Court shall seem meet

(154 778.)

to be the Property of the Defendants or that the Defendants had Authority to Mortgage the same as both this Respondent doth by no Means admit that he had this Respondent further saith in Respect of the said Bond exhibited by the Petitioner that the same differs greatly from the One exhibited by this Respondent Being endorsed to the Nature of a Mortgage that the same is Payable on Demand as the Petitioner's Bond Recites and Declares of the Pledge Made but Generally a Bond is Recited and Declared of the Nature or Security this Respondent Observes to be the Case that Therein no Condition in the said Bond which can Operate to make the Same of the Effect of a Mortgage but only Condition in the said Bond Being to pay the Sum borrowed on Demand but not in default of Payment to possess himself of the Premises this Respondent prays to Observe that the Defence Question, this Respondent prays to be Applied to the Ignorance and Unwording of the said Bond and not to the Intention of the Defendants in drawing Mortgaged Bonds which they intended should Operate and have effect as such, because in that Bond given by the same Defendants unto this Respondent there is remarkably particular and different in the Nature of the Condition of the Bond, Which Recites the following Words, "Until default of such payment the said Premises is thereby empowered to enjoy the above mentioned premises and to Manner as if he had purchased the same from us, Now the said that the Defendants could Answer this Honourable Court as to the Intention of this Respondent to Mortgage One Case and not otherwise prayed and another, and this Respondent to Mortgage Bond therein mentioned only a Mortgage as a Security, but not Assignment of the premises and default of performing of the Condition of the said Bond to all which Matters and things and for Sundry other Errors and Insufficiencies in the said Petition contained this

Replicant

(780.)

Replication

Replicant saith that the Exhibitant hath not in his said Petition set forth the full truth touching the matters therein contained for the same is to be further declared unto by this Replicant when and where he shall be lawfully required so to do and this he is ready to aver and prove as this Honble Court shall award and he humbly prays as in and by his said Petition he hath prayed

H. V. Dickens
Attorney for the Replicant

Interrogatories to be administered to such Witness as shall be produced & sworn and examined in a cause depending between Venga Bauze Nayadu Canavoy Vadiah Chetty Mungapauny Chetty & Bullah Marakayer and Pillah Exhibitants and Cunnagyan Kunny Magadawah Butler and Mungadah Modeliar Defendants

1st Interrogatory Do You know or do you not know the parties to this Cause and each and every of them

2nd Interrogatory Look on the Cadjan Writing now produced and shewn to You at the time of Your Examination hereof marked with the Letter A and say whether You have seen the same before and where and by whom it was written and whether You know the Contents thereof and what they are

3rd Interrogatory Do You know or do You not know that the Defendants above named or some of them have been in the Possession of the Lands and Premises in the Pleadings mentioned for some time past and how long

4th Interrogatory Do You know or do You not know by what Title or Right the Defendants hold the said Lands and Premises and whether they or any of them have Mortgaged the same to the said Petitioner and if so what Title or Right so agreeable to the Laws of the Land to which the said Defendants do belong You do set forth the same and how You became acquainted therewith Particularly Declare

5th Interrogatory 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 Petitioner if You do Declare and set forth the same and each and every particular thereof as fully to the best of Your Knowledge Information and belief as You have been informed or do believe or the Relations thereto as You know have been informed or do believe as fully to the best of Your said Knowledge Information and belief as if You had been thereunto Particularly Interrogated

Chas. Bromley
Atty for the Petitioner

(781.)

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Draw out the same Did You or Did You not Read and Explain the same to Cunnagyan Kunny Magadawah Butler and Mungadah Modeliar if Not Did they or either of them the above named Persons set and Subscribe his or their Name and in such Subscription of his and their hand Writing and was or was not the same done and Subscribed in Your Presence or in the Presence of whom Else Particularly Declare and Set forth to the best of Your Knowledge recollection and belief

5th Interrogatory Do You know or Do You not know if the Consideration Mentioned in the said Cadjan Writing was or was not Advanced and Lent by the said Petitioner Cavoor Vydanadah Modeliar unto the Defendants above named or some of them and if Not Set forth the same to the best of Your Knowledge Remembrance and belief

6th Interrogatory Do You know or Do You not know by what Title or Right the Defendants hold the Lands and Villages they or each of them have Mortgaged to the said Petitioner by the said Cadjan Writing and if such Title or Right is agreeable to the Laws of the Land to which the said Defendants do belong You do set forth the same and how You became acquainted therewith Particularly Declare

7th Interrogatory 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 Petitioner if You do Declare and set forth the same and each and every particular thereof as fully to the best of Your Knowledge Information and belief as if You had been thereunto Particularly Interrogated

Chas. Bromley
Atty for the Petitioner

Venga Bauze Nayadu Canavoy Vadiah Chetty Mungapauny Chetty & Bullah Marakayer and Pillah

Ditto 4.

Cunnagyan Kunny Magadawah Butler

Ditto 5.

Butler

Ditto 6.

Ditto 7.

Translate of a Modeliar Obligation Dated the 23d January 1770

I Mahadewen Comando de Compagnie Lieutenant Lebbenmahe Sarvenaut de Nine Ille Obligate Ieuan Vandenade Mudelliyaren Appoo Ouarou Ihan Modeliyar Ieuan Soudagaren Sawandde Point of Ieuan Village named Cangeni and Pidaveritangal with the Mannearen Ieuan Civil Limits of said Village and everyone the Mannearen Inquisitions on the Village named Palamkandalmaul Dumudgam Which is above mentioned Province Ieuan Mortgaged and Received of them the full and Just Sum of Pd 2000 Current Star Pagodas which Ieuan Sarvenaut to pay on Demand with Interest as may become due thereon of the said Ieuan Court of Renters Modeliyar Obligation by the Witnesses Subscribed Cangeni Modeliyar and Mannearen Vellaya Pandaram Cangeni Modeliyar and Mannearen Vellaya Modeliar by their knowledge Drawn by Ieuan Sarvenaut

(Signed) Mahadewen Comando de Compagnie Lebbenmahe Sarvenaut

Witnesses
Cangeni
Mannearen Modeliyar
Cangeni

A True Translation

Original Modeliar Language by Dauge Sarvenaut Lebbe

This Cadjan Writing was shewn to Vavalagapalle Modelliyar Sawagee Vencatasingapalle, Soobarayer, Vencatachapapillale, Pooroyen, Sambrayapully Vingalle Ramasale, Cavereen Modiale Curagapaukuren Colombo Butler, Manale Pennale Pillale and Curagapaukuren Mahadeva Butler at the respective times of their Examinations before mentioned Butler a Certain Petition and Answer between Shanmere Sultan and Cevoor Mudaliar Modeliar in a Suit now depending in the Hon'ble the Mayors Court of Madrasapatnam wherein the said Shanmere Sultan is Complainant and Curagapaukuren Mangadarale Butler and Mangadale Modeliar Cannagapale Defendants on the 26th and 27th Days of September 5th 19th and 24th Days of November 13th and 22d Days of December

Anno

(784)

Anno Domini 777 and on the 26th Day of January

Anno Domini 778

J. Welch
Examiner

Mayors Court
Madraspatnam

Between Shamier Sultan
and Cooer Vydanadah Modeliar
now Depending in the Hon^ble the Mayors
Court at Madraspatnam Wherein the
Said Shamier Sultan is Complainant and
Shamier Sultan the Complainant and
Mauhuna Mangadavah Buttler and
Mangadah Defendants
Modeliar Curagapah
One other Part of the Defendants

Examination of Modeliar taken in this Cause
before the Examiner in this Court as follows viz^t

Sauhaupulla of Pannamalee aged 30 Years a Witness
being Produced on the Affair in this Cause on the Part of the
Defendants was on the 26th Day of September 777 Sworn in
the Office of Mr Anthony Lucas one of the Attorneys of this
Court by Curagapah my Servant who also Affirm'd Pro & Con
to the Title and Part of Modeliar of the said Deponent and Deposed as follows
the same Day being Sworn and Examined Deponent saith as follows

1st To the first Interrogatory this Deponent saith that he knows
the Complainant Shamier Sultan in this Cause but that he
knows the Defendants Mangadavah Buttler and Mangadah
Modeliar and that he is Servant to the Defendant Mangadah
Modeliar and that he is Curagapah to the Defendant Mangadah
Modeliar and that he is Curagapah to the Defendant Mangadah
Modeliar and that he is Curagapah

Vanniadahr. Moodeliar (Complt.)
Mondeliar Defendant
On the Part of the Petitioner

Depositions of Witnesses taken in the Cause

before the Examiner in this Court as followeth

Vennah Rannah of Cauvumbaukum Aged 52 Years or thereabouts being Produced as a Witness in this Affair on the Part of the Petitioner was on the 27th Day of September 1777 Sworn in Person at the Office of Mr. Turner Deputy where it was the Responsdent by Cunagapathy Swamy Pusharah of the Pagoda of Vellore Place of Abode of the said Deponent Native of the Name Title and Place of Abode of the Parties and Witnesses on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the First Interrogatory this Deponent saith that he knows the Petitioner Cavoor Vydanadahr. Moodeliar the said Complainant Shamier Sultan the Defendant Cunagapathy Swamy Pusharah Father of the said Defendant Mungadahr. Moodeliar in this Cause and that he is about Thirty or Thirty four Years of Age

2d ..... To the Second Interrogatory this Deponent saith that he knows the Petitioner Cavoor Vydanadahr. Moodeliar in this Cause and that he is about Sixty Years or thereabouts Old

3d ..... To the Third Interrogatory this Deponent saith that he knows the Petitioner Cavoor Vydanadahr. Moodeliar in this Cause and that he is about Sixty Years or thereabouts Old

Writing was Advanced and Lent by the said Petitioner Cavoor Vydanadahr. Moodeliar unto Cunagapathy Swamy Pusharah Father of the Defendants above in the Title of these Interrogatories Named and that this Deponent was present when the Consideration Money Mentioned in the said Writing was advanced or Lent And more he saith not to this or the Last Interrogatory — వంకటయ్య

Welch
Examiner

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

Cavoor Vydanadahr. Moodeliar Aged 63 Years or thereabouts being Produced as a Witness in this Affair on the Part of the Petitioner was on the 27th Day of September 1777 Sworn in

Mayor's Court
Madrapatnam

Between Shamier Sultan and Cavoor Vydanadahr. Moodeliar in a Suit now Depending in the Hon'ble the Mayor's Court at Madrapatnam Wherein the said Shamier Sultan is Complainant and Cunagapathy Swamy Pusharah Father and Mungadahr. Moodeliar Brother and Mungadahr. Mootu Comrapahr. Moodeliar Defendants

On the Part of the Petitioner

on Service at the office of Mr. Henry Du Pre Wahab is Attorney for
Respondent by Cundapaken my Servant who also left them a Note
Name Settlement 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 does
know the Complainant Shamier Sultan in this Cause but that he
Defendant Curagapaukum Mangadevah Mudeliar in this Cause
and Mangadah Mootu Comrapah Mudeliar in this Cause
that the Father Known Curagapaukum Mangadevah Mudeliar
Thirty Years and Mangadah Mootu Comrapah Mudeliar
Twenty Years or thereabouts and that he the Father also
Petitioner Cowre Vydanadah Mudeliar in this Cause
that he the Father Known Curagapaukum Mangadevah Mudeliar
And More Saith Said to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he
knows that the Consideration Monies mentioned in the said Petition
Writing was Advanced and Lent by the said Petitioner
Vydanadah Mudeliar unto Curagapaukum Mangadevah
Father One of the Defendants Jointly in the Life of the
Petitioner Named and that the Deponent was present at
said Consideration Money was Paid And more Saith
this to the last Interrogatory

Mayor's Court at Madraspatnam

Between Shamier Sultan
and Cowre Vydanadah Mudeliar
a Suit now Depending in the Honble
the Mayor's Court at Madraspatnam
Wherein the said Shamier Sultan
is Complainant and Curagapaukum
Mangadevah Father and Mangadah
Mootu Comrapah Mudeliar
Defendants

On the Part of the Petitioner

Depositions of Witnesses taken in this Cause by

and before the Examiner in this Court as follows viz.

Coomroo Vardian of Hindoo Race Aged 63 Years
Thereabouts being Produced as a Witness in this Affair on the
Part of the Petitioner was on the 27th Day of September 1777
Sworn and Examined at the Office of Mr. Henry Du Pre who is
Attorney for the Respondent by Cundapaken my Servant
who also left them a Note of the Name Settlement and Place of Abode
of the said Deponent and Afterwards On the same Day
being Sworn and Examined Deposeth as follows viz.

To the First Interrogatory this Deponent saith that he does not
know the Complainant Shamier Sultan in this Cause but that
he does know the Defendant Curagapaukum Mangadevah
Father and Mangadah Mootu Comrapah Mudeliar in
this

three Causes and that he hath known Curragapaukum Mogadawah Pallathur Thirty Years and Mangadah Mootah Curragapaukum Twenty Years or thereabouts and that he Deponent also knows the Petitioner Cavoor Vydanadah Moodeliar in this Affair and that he hath Known Vydanadah Moodeliar also Twenty Years or thereabouts Madd Novemb

To the Interrogatorys

To the first Interrogatory this Deponent saith that he hath heard Cadjan Writing read that the Considerations mentioned in the said Cadjan Writing was Advanced and Sent by the said Petitioner Cavoor Vydanadah Moodeliar unto Curragapaukum Mogadawah Pallathur and Curragapaukum Mangadah Pallathur Defendants above in the Title of these Interrogatories Named And that this Deponent was present when the said Considerations Money was paid And more to the Matters in the said Interrogatories

J. Welch
Examinor

Mayors Court Madrasjpatnam } Between Cavoor Vydanadah Moodeliar Complainant and Curragapaukum Mogadawah Pallathur and Curragapaukum Mangadah Pallathur Defendants

Depositions of Witnesses taken on the Part

before the Examiner in this Court as followeth

Curragapaukum Calenho Pallathur of Curragapaukum but at present of Madras Aged 32 Years or thereabouts being Produced as a Witness in this Affair on the Part of Petitioner Cavoor Vydanadah Moodeliar and Sworn at the Mayors Court at Madras the 5th Day of November 1777 Sheweth and Examined upon the Interrogatorys Exhibited in this Affair by Curragapaukum Mangadah Pallathur one of the Defendants as followeth

To the first Interrogatory this Deponent saith that he hath heard Cadjan Writing read that the Considerations mentioned in the said Cadjan Writing was Advanced and Sent by the said Petitioner Cavoor Vydanadah Moodeliar unto Curragapaukum Mogadawah Pallathur and Curragapaukum Mangadah Pallathur Defendants above in the Title of these Interrogatories Named And more to the Matters in the said Interrogatories

To the second Interrogatory this Deponent saith that he hath heard and Knows that the Complainant in this Cause is and that he doth know the Defendants Curragapaukum Mangadah Pallathur and Curragapaukum Mogadawah Pallathur and that he hath known Mootah Curragapah Moodeliar and this Affair and Knows the Petitioner Cavoor Vydanadah Moodeliar and that he hath known them thirty Years or thereabouts and that he hath also known them twenty Years or thereabouts

And More saith not to this Interrogatory

To the third Interrogatory this Deponent saith that he doth know that the Considerations mentioned in the said Cadjan Writing was Advanced and Sent by the said Petitioner Cavoor Vydanadah Moodeliar unto Curragapaukum Mogadawah Pallathur and Curragapaukum Mangadah Pallathur Defendants above in the Title of these Interrogatories Named And more to the Matters in the said Interrogatories

To the fourth Interrogatory this Deponent saith that the Lands and Village Mortgaged by the Cadjan Bond by the said Defendants did belong to One Veerada Nannaguen and that after the Decease of the said Defendant Curragapaukum Mahad was Brother being his Lawful Law was Appointed his Heir and

past

Patamattee of the Lands and Villages by the said
Tenamattee and that the Right and Title to the Same
which the said Defendant claims — And more
to the last Interrogatory —

J. Welch
Examiner

Mayor's Court at
Madrasapatnam

Between Shamier Sultan
and Cavaly Vydianadah Modeliar
Now Depending in the Hon^ble the
Court at Madrasapatnam
said Shamier Sultan Complt
Buthee and Murgadah Modeliar
Modeliar Defendants

On the Part of the Defendants

Deposition of Witnesses taken on the
and before the Examiner in the Court as follows the
Hannah Kenna Welch of Covrapauk
Inhabitant Aged 60 Years or thereabouts being Sworn
Witness in this Affair on the Part of the Defendants on the
27th Day of September 1777. Sworn and Examined Thro
Mr Henry Dirom their Attorney for the Purpose
Undapatty Servant who also Interprets Witness
Title and Place of Abode of the said Deponent and Affirmed
the same Day being Sworn and Examined Deponent saith

To the First Interrogatory this Deponent Saith, that he does not
know the Complainant Shamier Sultan in this Cause but
that he do he know the Defendants Cavaga pauk Kenna Murgada
pah Buthee and Murgadah Mootoo Cavaga pah Modeliar
in this Cause and that he has been known Twenty Years
or thereabouts — and that he do he also know the Petitioner
Cavaly Vydianadah Modeliar in this Affair and that he hath
to his knowledge Fifty Years or thereabouts — And answers Saith
Not to this Interrogatory —

To the Third Interrogatory this Deponent Saith, that he do he
know that the Consideration Mentioned in the said Cadjan
Writing was Advanced and Lent by the said Petitioner Cavaly
Vydianadah Modeliar unto Cavaga pauk Kenna Murgadah
Buthee Sons of the Defendants above in the Bill of Plaint
Interrogatories Named, and that this Deponent was present
when the said Consideration Money was Advanced or Lent
And answers Saith not to this or the last Interrogatory

J. Welch
Examiner

Mayor's Court at
Madrasapatnam

Between Shamier Sultan
and Cavaly Vydianadah Modeliar in the
Last Now Depending in the Hon^ble the
Mayor's Court at Madrasapatnam
Whereon the said Shamier Sultan
Complainant and Cavaga pauk Kenna
Murgadah Buthee & Murgadah
Modeliar Kenna pah Modeliar Defendants

On

On the Part of the Petitioner

Deposition

of Witness sworn before the Commissioner this Court as follows viz.

Caragapauckum Mapadawah Pulle

Caragapauckum Sahib Headman

Caragapauckum Sahib Headman of Pallamoddi Sahib Headman of Vaan or Thoni Sahib Headman of Pallamoddi in the Office of Vaan or Thoni both being produced as Witness in the Office of Part of the Petitioner was on the 21st Day of November 1771 on Persons at the Office of Mr. Henry Dudley when & there Respondent Mr. Candapacka Swami Sahib Headman of the Parish of Pallamoddi & Caragapauckum Mapadawah Pulle of the said Parish of Pallamoddi & Caragapauckum Mapadawah Pulle of the said Parish of Pallamoddi being Sworn & Examined Deposeth as follows viz.

1st ..... To the First Interrogatory this Deponent saith that he doth know the Respondent Shanmoogum Sullawa in the Affidavit & doth know the Petitioner Cavendy Sundara Mudeliar

Cushnoo Whose did You Make the said Demand the said Yesterday
Defendant by Order of the Respondent or any other Person
that if he did not discharge the Amount of the said Mortgage Bond
Collateral he the Respondent would foreclose the Mortgage
and cause the Mortgaged Premises to be sold and Money
thereof to arise and what Answer did the Defendant either
or neither the Petitioner then with the Defendant either
of them and did the Defendants or either of them
that the Mortgaged Premises were Worth Two or three
Pounds more than they were mortgaged for did the Petitioner
did either and which of the Defendants Answer the Petitioner
take up the said Mortgage by discharging the Respondent
Money on Account of having an Execution against
Answer or Answers did the Petitioner or any other
Person the Premises or Dispute to were about to be
sold? Did You ever hear the Defendants or either
Not be proceeded against Law Against the Defendant
on what Account Answer or Answers do You know or believe
said Legacy he has been Made? Declare the same as far
Know and have Heard According to the best of Your Knowledge
and belief

To Nannan Pillah and Appah Pillah } 3. Do You know any thing of the Petitioner
or Petitioners coming to the Town of Canandaigua in the
September One thousand Seven Hundred and Seventy Seven
or more with the Defendants or either and which of them

the same time at Canandaigua aforesaid Whether did the Respondent or
any other Person or Persons on his behalf and who by name at the
said time at Canandaigua as aforesaid Demand of the said Defendants
or either and which of them Payment of a Mortgage Bond and
to what Amount and what were the Premises therein Mortgaged
Did the said Person or whom on behalf of the Respondent
Declare thereupon to sell the Mortgaged Premises in Case of further
delay or any Matter or thing of that Nature and What Was
the Petitioner present at the time the said Demand was made
and at the Conversation thereupon Did the Defendants or
either and which of them Apply to the Petitioner to lend
them Money to pay off the said Mortgage Did the Defendants
or either and which of them at the same time Mention that
the said Mortgaged Premises were worth Two thousand or three
thousand Pounds or any other and what Sum more than the
Same were Mortgaged for to the Respondent or how otherwise
Did the Petitioner Answer he had no Credit or what other
Answer did he give them to Declare the same as You know
have been informed and do believe Altogether with the Reasons
of Such Your Belief

To Nannan and Venca Ta Lasterloo } 4. Do You know or have You heard or been informed
that the Petitioner in the Matter of Your Recognizance was at a Place
called Canandaigua in the Month of October which by was
in the Year of Our Lord one thousand Seven Hundred and
Seventy Seven Whether was or were the Defendants or either
and which of them at the said Place of Canandaigua at the same time
If Yea do You know whether the said Defendants or which
of

of them informed the said Petitioner he was Married to the
Person mention'd by the Respondent? did the said Petitioner
either and which of them Answer the said Petitioner pay
his Debt to the said Respondent or not? did the Petitioner or
he'd not Cash or Lands Whereof? Whether You know either
or not to Your Knowledge that the Petitioner and the
Person the Mortgage Premises or Land therein mention'd
Respondent in Court or otherwise? And whether the said
Premises Mentioned are in or not the Premises in Dispute
or Suit and what Respect or Regard
Made by the Petitioner or any other Person or Persons and
Name to the Mortgage of the Premises in Dispute Suit or
Bond as Witness? Were you present at the Signing
Petitioner or either and which of them to the Petitioner or any other
or Persons and where by Name? And what was the
or Consideration Money Specified in the said Bond? Did the
Bond Attested at the Aforesaid Time or when? Did the
Being in Court any Person or Persons and what Person
Witness the said Bond? Who were or where Did the said
And what Person or Persons and who by Name were
Mentioned as Witnesses thereto? And did you hear the
and Date of the Month was the said Bond Dated? Did
said Witnesses or either and which of them Sign the
said Bond, And of they did Sign so Sign the same?
and for what Cause Reward and Reason? And what
or Consideration of the said Bond? Can You tell

anything touching any other Bond being executed by the said Defend
ant or either and which of them and where and at what time?
And in favor of whom? And for and by Reason of what Account
Cause or Purpose? and what was the Sum or Consideration Specified
and Set for the in the said Bond to have been given or secured?
Was the said Bond of the same Tenor with the former or not, or how
did it differ therefrom? Do You know who Answered the said
Bond? And what was the Year Month and Day of the Month
of the Date of the said Bond and what was or were the Person or
Persons Mentioned as Witnesses to the said Bond and who by Name
Do You know have You heard or been informed whether the
said Witnesses or either and which of them was or were living at
the time of the Date of the said Bond? and whether they or either
and which of them are now living and where? or when and at
What time and where the said Witnesses did both and either of
them respectively Reside when last? Did the Petitioner take the said
Bond? And whether before or after the Defendant or either and
which of them had Signed the same? And whether was the said
Bond Witnessed at the time the Petitioner did take the said Bond
or not? And for what Cause Purpose and Reason did the said
Petitioner take the said Bond? Do You know have You heard
or been informed that the said Bond was or was Witnessed and by
Whom? Declare the same as You Know have been informed
and do believe to Either with the Reasons of such Your Belief.

Hannah Pillars
Dasha Pillars } 5. Did the Petitioner in the Matters in Dispute
Sometimes about the Month of October in the said Year or any

Other

Other Time and whom send for You and Produce Him and Declare
Whether did there Petitioner Show You a Bond or Deed Purporting
Did the same Purport the Mortgage of the premises Lying
or what other Matter or thing & whence from and how did he
Executed And by whom executed And what was the Same
whom Specified and Set forth in the said Bond And what
the Year Month and Day of the Date thereof Whether the Petitioner
and how and which of them Present at the time the Petitioner
Defendant or either and which of them Signed Your Name
Said Bond as a Witness Did You desire to Sign the same as a
Witness and if You did desire to Sign the same as a Witness
and for what Cause Reason and Cause Did the Petitioner
Argument Promises or Threatnings to Induce or Persuade
Witness the said Bond If You what were the
Such Argument Promises or Threatnings & by whom thereunto
the same as You know have been Informed and do believe
with the Reasons of such Your Belief

Sabudeen Noyah and Abdulkarim Ayah } 6th Mar You to Declare Whether Company Book
Same Time and about the Month of July One thousand
Hundred and Seventy Seven & did You or did You not
Sometime or any time and when and where Meet
Ramachar another Person or Persons and Whom
the Premises in Dispute Between the Petitioner and
Did the said Venkata Ramachar any other Person
them Present Mention any Matter Respecting the
upon which the Petitioner Secured the Said Bond and

there or was there not Some and What Conversation Respecting
the Witnessing of the Bond in Question And that Petitioner
had or had not Requested certain Persons and who by Name
to be Witnesses thereto & Was there or was not Some and what
Mention made and by whom was the same Spoken of a certain
Person or Persons and whom by Name being Witnesses in
Respect of the Matter in Dispute between the Petitioner and
Respondent Did any Matter or thing Pass at the said time
Regarding the Indulgence allowed by the Brahmins in Case
of false Witnesses If You what were the Words Spoken in
Respect of the said Matter and by whom and to whom and
Regarding whom & Declare the same as You know have been

Informed and do believe together with the Reasons of
Your Belief

To all the Witnesses } 7th Do You Know of any other Matter or thing or have You
heard or can You recollect for any thing touching the Matter in
Question in this Cause that may tend to the Benefit or Advant
age of the Respondent If Yea Declare the same as You know
have been Informed or do believe together with the Reasons of
such Your belief as fully as if You had been thereunto
Particularly Interrogated

Wm Dillon
Attorney for the Respondent

This Paper Writing was shewn to Jean Pillard
Witness in a Cause depending between Shawmier Sultan
Plaintiff and Veeren Vythenadah Mudeliar Defendant
before mention'd and Examined upon the Interpretation
of the Tamul Tongue by Cundapah my Tamul Servant
who is well skilled in the Tamul Tongue and Interpreted
the same to me and I do believe he has truly Interpreted
the same

Madraspatnam 6th October 1777

F. Wilkes

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Mayors Court at Madraspatnam

Between Shawmier Sultan and Veeren Vythenadah Mudeliar Inhabitants and Natives of Madraspatnam Plaintiffs in a Cause depending in the Hon'ble the Mayors Court at Madraspatnam Wherein the said Shawmier Sultan is Complainant and Caragapauckum Mahadava Buttlor and Mangadah Mudeliar Defendants

On the Part of the Respondent

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

Jean Pillah of Caragapauckum but at Present at Madras Inhabitant Aged 30 Years being Produced as a Witness in this Cause duly Sworn on the Holy Evangelists on the 6th Day of October 1777 Shawmier Servant at the Office of Mr Charles Brumley who is Attorney for the Petitioner by Cundapah my Servant who also Interpreted a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the 8th Day of the same Month being Sworn and Examined Deposeth as follows viz

To the First Interrogatory this Deponent saith that he Knows this Cause and knows the Complainant Shawmier Sultan in this Cause and that he has known him Ten Years or thereabouts and that he has also known Caragapauckum Mahadava Buttlor one of

of the Defendants in this Cause and that he shall also Know the
Same Four Years or thereabouts and that he doth know the
Petitioner Cross Vydianadahu Mudeliar in this Cause and
that he the Said Cross Vydianadahu Same Four or Five Years and
Saith what he the Said Cross Vydianadahu Saith to the
Said Interrogatory

2 To the Second Interrogatory this Deponent Saith that this Deponent did Demand of the
Said Defendant the Said Mortgaged Bond and Demand of the
Defendant the Payment of the Mortgaged Bond and Defendant
said that he the Said Defendant would not Pay the Same and
this Deponent did make the Said Demand Some Months
after the 31st May One Thousand Seven Hundred and Seventy
Nine and this Deponent Demanded the Same about that Time
and that this Deponent made the Said Demand of the Said
Defendant for Payment of the Said Mortgaged Bond and
this Deponent did make the Said Demand Some Months
after the 31st May One Thousand Seven Hundred and Seventy
Nine and that this Deponent Demanded the Same about that Time
and that the Said Defendant Refused to Pay the Same
to this Deponent and this Deponent made the Said Demand
of the Said Defendant for Payment of the Said Mortgaged Bond
Some Months after the First Instance was Five Hundred
Pagodas and the Interest thereon the Principal Sum
Due thereon and that this Deponent made the Said Demand
four Months after the Said Instance was Five Hundred
Pagodas and the Interest thereon the Principal Sum Due
thereon the Year One Thousand Seven Hundred and Seventy
four and that this Deponent did tell the Said Defendant
of the Respondent that he should and Must Compel him
the Said Mortgaged Bond or Obligation by the Kings
Mayors Court for the Recovery of the Said
Interest called to Mind that Lawsuit Therefore
Was Known with the Said Defendant Cargagaurchen
Sonal Battlor, and that the Said Defendant the
Petitioner that the Mortgaged Premises were not
Sufficient Security for more than they were

Worth the Respondent and that the Said Defendant did Still
the Petitioner if he would Pay those Three and One Hundred
Pagodas and the Interest due thereon to the Said Defendant
Would Bring home the Said Petitioner the said Mortgage Bond
the Petitioner Replyed that he Could not Answer any thing
he had Power at present but that he would Write any thing
Would Be over about it that the Petitioner did not Tell that or at any
other time to Answer the Demand and Request was Already
Mortgaged to him, that this Deponent never Did Know the
Petitioner Request the Respondent must Be proved in Law
against the Defendants Mutwerasaitha not to this or the
last Interrogatory

Examiner

Mayors Court at Madraspatnam

Between Shawmier Sultan and Cross Vydianadahu Mudeliar in a Suit now Depending in the Hon^ble the Mayors Court at Madraspatnam Wherein the said Shawmier Sultan is Complainant and Cargagaurchen Mahadava Battlor and Mongandee Mudeliar Defendants Another Part of the Respondents

Deposition of Witness taken in this Cause by and Before the Examiner in this Court as follows the Vellum

Vellum Buttoo of Pallygatepauchum but at present of Madras Inhabitant Aged 60 Years or thereabouts being Produced as Witness in this Affair On the Part of the Respondent was Duely Sworn at the Office of M.r Cook this 2d Day of October 1777. Thereupon Present at the Office aforesaid Bromley Eaton Esq.r Attorney for the Petitioner by Candapauchum who also Interpreted Part of the Answer to the Bill and Part of the Interrogatories and Examined Deponent as follows viz.t

1 ..... To the First Interrogatory this Deponent saith that he knows the Complainant Thavenaiven Vellaven and that he hath for these Seven or Eight Years and that he also knows the Defendant Karagapauchum Mahadeva Buttoo, One of the Defendants in this Cause, and that he hath known the Defendant for Years and that he also knows the Premises in the Bill mentioned in this Affair and that he hath these Seven or Eight Years or thereabouts last past known the Defendant

2 ..... To the Second Interrogatory this Deponent saith that he hath heard and Believes from the Defendant Karagapauchum Mahadeva Buttoo that the Premises in the Bill mentioned were Mortgaged to the Complainant for the Sum of Pagodas and that he hath seen the Mortgage Bond or Obligation executed by the Defendant to the Complainant for the Same and that he hath Read over the Same and Knows the Contents thereof and that the Same was executed by the Defendant in the Presence of this Deponent and that this Deponent Subscribed his Name as a Witness thereto and that he hath Since seen the Defendant Acknowledge the Same to be his Act and Deed and that he hath Delivered the Same to the Complainant and that the Same is now in the Complainants Custody and that he hath Since heard the Defendant Declare that he was willing to pay the Amount of the Said Bond or Obligation to the Complainant

Whereon the said Deponent Shawmin Sellar
is Complainant, and Cavagapatam
Mahadeva Pattler, and Mangu
Mootoo Cavagapatam Modeliar De-
fendants

On the Part of the Respondent

Deposition

of Witness taken on the Cross
by and before the Examiners of this Court as follows viz.

Ummum Tillah

of Cavagapatam Native aged 50 Years or thereabouts being
at present Cavagapatam Native aged 50 Years or thereabouts being
a Witness in this Cause on the Part of the Respondent
on the 22nd October 1771. Shawmin Sworn at the
of J. Mr. Charles Brownley who is Attorney for
Cavagapatam may Account to be also left there Names of the Wit-
and Places of Abode of the said Deponent and if Sworn
same Day being Sworn and Examined Deposeth as follows viz.

1st to the 1st Interrogatory this Deponent saith that he knows
the Complainant Shawmin Sellar in this Cause and that
he is known by the Name of Ummum Tillah and that he
knows the Defendants Cavagapatam Mahadeva Pattler
and Mangu Modeliar Mootoo Cavagapatam Modeliar in this
and that the Father of Ummum Shawmin Sellar Cavagapatam
and that he the Deponent also knew the Petitioner Cavagapatam
Modeliar in this Affair and that the Father of Ummum Shawmin
Years or thereabouts And More Saith not

2d to the 2nd Interrogatory this Deponent saith that he

(809)

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of the Petitioner being at Wayvalle Cavagapatam some Time during the
Month of September One Thousand Seven Hundred and Seventy four,
and that Cavagapatam Mahadeva Pattler One of the Defendants
was also at the same Time at Cavagapatam aforesaid, and that Two Persons
a Brahmin and Conicoply but this Deponent does not know
their Names on behalf of the said Respondent at the said Time at
Cavagapatam aforesaid did Demand of the aforesaid Defendant
Payment of the Mortgage Bond for the Amount of Three Thousand
One Hundred Pagodas, and the Premises therein Mortgaged were
Cavagapatam and Tadavelanga Near Villages, also some
Lands called Mauvaiandy Feedy Lands Situated in the Village
Named Dannoodagapatam and Patondassalam, and that the
said Persons on behalf of the said Respondent to the aforesaid
Ordered by the said Respondent to Acquaint the said Defendant
that in case the said Defendant would not pay them the said
Mortgage Bond the said Respondent would Sue them the said
Defendant in Court and have the said Premises sold and pay
himself with the Interest Agreeable to the said Mortgage Bond and
that the said Petitioner was present at the same time said Demand
Was made and at the Conversation thereupon and that the said
Defendant did at the same time Agree to the said Petitioner to
lend him Money to pay off the said Mortgage and that the said
Defendant did at the same time Mention that the said Mortgage
Premises were worth Two Thousand or Three Thousand Pagodas more
than the same were Mortgaged for to the Respondent and that the
Petitioner did Assure him he had no Claim Nor more Saith not to
the 3rd Interrogatory

J. Welch
Examiner

(810.)

Jaffna Court of Requests

Between Cumaravelu Sathasivam of Chavakachcheri Petitioner

and Kanagasabapathy Mailvaganam of Chavakachcheri Respondent

Deposition of Witnesses taken in this Court

before the Commissioner for this Court as follows viz

Mailvaganam Kanagasabapathy aged 50 Years an Inhabitant of Chavakachcheri a Witness on the Affirmation of the Petitioner duly sworn and Examined at the Office of the Commissioner of Requests Jaffna this 6th Day of October 1777. Thamotheram Sivagnanasundram Proctor of this Court for the Petitioner by Command of Mr. Barnabe Brito Attorney for the Petitioner

Who after being first duly Affirmed to the Truth of the Matters in Question in this Cause and Interrogated on the Part of the Petitioner deposeth as follows viz

1st Interrogatory

To the First Interrogatory this Deponent saith that he knows the Petitioner the Complainant Cumaravelu Sathasivam in this Cause and that he hath been known these Four Years or thereabouts and that he also knows the Defendant Kanagasabapathy Mailvaganam Proctor of this Court and that the said Petitioner and Defendant reside at Chavakachcheri aforesaid

2d Interrogatory

To the Second Interrogatory this Deponent saith that he knows the Petitioner Cumaravelu Sathasivam of Chavakachcheri aforesaid Vidanadahe Mudaliar and that the said Petitioner and Defendant were Married about Twenty Years ago and that they have lived together as Husband and Wife ever since and that they have Issue Living Two Sons and Two Daughters

3d Interrogatory

To the Third Interrogatory this Deponent saith that he knows that the Petitioner Cumaravelu Sathasivam of Chavakachcheri aforesaid Vidanadahe Mudaliar was at a Place called Cumaracumaram during the Month of September One Thousand Seven Hundred and Seventy four and that Kanagapankuny Mahadeva Pulliar One of the Defendants in this Cause was also at the same time at Cumaracumaram aforesaid and that Two Persons a Brahmany and Chetty by Caste but this Deponent does not know their Names One behalf of the said Respondent at the said time at Cumaracumaram aforesaid did Demand of the said Defendant Payment of a Mortgage Bond and the Amount of the said Mortgage Bond was Three Thousand One Hundred Pagodas and the Persons Names Most Mailvaganam Kanagasabapathy and Pedanayagal two Villagers engaged Mortgagers for the said Land called Mayuvanam Lying and Situated in the Village Nannal and that the Persons on behalf of the said Respondent said they and that the Persons on behalf of the said Respondent Were Ordered by the said Respondent to Acquaint the said Defendant that Ten Cadjans further below he would depart thence to Court and have the Mortgaged Premises sold and that the said Petitioner was present at the time the said Demand was made and at the Conversation thereupon and that the said Defendant did Apply to the Petitioner to lend him Money to pay off the said Mortgage and that the said Defendant did at the same time Mortgage the Premises unto Mailvaganam Kanagasabapathy Members that the Mortgaged Premises were Worth Two Thousand or Three Thousand Pagodas more than the said Mortgage for to the Respondent and the Petitioner Mortgaged

170. (811)

Pagodas Twenty Years or thereabouts Understood Last to this Interrogatory

3d Interrogatory

To the Third Interrogatory this Deponent saith that he knows that the Petitioner Cumaravelu Sathasivam of Chavakachcheri aforesaid Vidanadahe Mudaliar was at a Place called Cumaracumaram during the Month of September One Thousand Seven Hundred and Seventy four and that Kanagapankuny Mahadeva Pulliar One of the Defendants in this Cause was also at the same time at Cumaracumaram aforesaid and that Two Persons a Brahmany and Chetty by Caste but this Deponent does not know their Names One behalf of the said Respondent at the said time at Cumaracumaram aforesaid did Demand of the said Defendant Payment of a Mortgage Bond and the Amount of the said Mortgage Bond was Three Thousand One Hundred Pagodas and the Persons Names Most Mailvaganam Kanagasabapathy and Pedanayagal two Villagers engaged Mortgagers for the said Land called Mayuvanam Lying and Situated in the Village Nannal and that the Persons on behalf of the said Respondent said they and that the Persons on behalf of the said Respondent Were Ordered by the said Respondent to Acquaint the said Defendant that Ten Cadjans further below he would depart thence to Court and have the Mortgaged Premises sold and that the said Petitioner was present at the time the said Demand was made and at the Conversation thereupon and that the said Defendant did Apply to the Petitioner to lend him Money to pay off the said Mortgage and that the said Defendant did at the same time Mortgage the Premises unto Mailvaganam Kanagasabapathy Members that the Mortgaged Premises were Worth Two Thousand or Three Thousand Pagodas more than the said Mortgage for to the Respondent and the Petitioner Mortgaged

Witnessed the Hand and Seal of the said Court this [illegible] day of [illegible]

Balance [illegible] more or less to be discounted the last Instalment

L. Hilock

Examiner

In the Court of Admiralty

Between Shawmies Plaintiff

and Gurugunpauchum Malabadawa Butlloo Defendant

Upon reading the Petition of the said Plaintiff Shawmies Sullaven Complainant and Gurugunpauchum Malabadawa Butlloo and Marguerite Defendant Complained against and the Depositions of Witnesses taken in the Cause and upon hearing Counsel on both Sides It is Ordered Adjudged and Decreed that the said Petition be and the same is hereby dismissed with Costs to be paid by the said Complainant to the said Defendant

By the Court

Deposition of Witnesses produced sworn and Examined before the Examiner in the Court as follows

Shawmies of Gurugunpauchum Malabadawa Butlloo being duly Inhabitant Aged 35 Years or thereabouts being Produced on the Affair on the Part of the Respondent was on the 23rd November 1777 Sworn on Oath at the Office of Mr. Cooper Boundary attorney at Allowey for the Petitioner by Caroline Servant who also left him a Notice of the Name Title and Abode of the said Deponent and of the Time and Place of Swearing and Examining Deponent as follows

To the first Interrogatory this Deponent saith

[illegible]

The Complainant Shawmies Sullaven in this Cause and that he hath to Knowledge Thirty three Years and upwards and that this Deponent also knows the Defendant in this Cause and that he hath to knowledge Gurugunpauchum Malabadawa Butlloo Twenty Years or thereabouts and Marguerite Master Company about Fifteen Years or thereabouts and that this Deponent knows the Petitioner in this Affair and that he hath to Knowledge Thirty Eight Years and more Saith to this Interrogatory

To the fourth Interrogatory this Deponent saith that he doth know that the Petitioner in this Matter in Question was at a Place called Cuvoor Seventeen Days the Month of October which was in the Year of Our Lord One Thousand Seven hundred and Seventy four and that Gurugunpauchum Malabadawa Butlloo one of the said Defendants was at the said Place of Cuvoor at the same time and that this Deponent doth to knowledge that the said Petitioner and the said Defendant entered into a Transaction by the Respondent and did desire the said Petitioner to pay off this Debt to the Respondent and that the Petitioner did pay he had no Cash and that this Deponent heard the said Petitioner say he could procure the Mortgage Premises and Question being set by the Respondent in Court and the said Mortgage Premises mentioned and the Premises and Deposition spoken of and that the said Petitioner progressed to the said Defendant to take a Mortgage of the Premises and Dispute for the aforesaid purpose or design and that the said Defendant Gurugunpauchum Malabadawa Butlloo did at the same time execute a Mortgage Bond in favor of the said Petitioner and that the Amount or Consideration specified in the said Bond was Four Thousand Pagodas and that a Debt was paid to the said Bond but about six Years back and that the said Petitioner did desire

Arcivelu Vyanel and Pachia Pillah and Sanabi Pillah the Witness in
said Bond and that same subsequently were there drawn out the said
Bond and that the said Pachia Pillah and Sanabi Pillah were
at Vellapore thereto and that the said Bond was dated the
thirteenth Day of January in the Year One Thousand Seven
hundred and Seventy and that the said Witness did execute
the said Bond in the said Pay known this Mortgage from
Mentioned in the said Bond were already Mortgaged to the
plaintiff Shawanier Sultan and that the said Defendant the
said Bond on Time after the aforesaid Person Refused to sign
Witness and that this Deponent can't for the same Malladee
teaching another Bond being Executed by the said Defendant
pauchamy Mahadeva Pullay at the same time and for securing the
Cowry Vydenadaden Mudeliar and the money for drawing out
Bond was because the Persons mentioned in the former Bond
one had refused to sign there to, and that the same Circumstances
specified and set forth in the said Bond to have been given for
Two Thousand Pagodas and the said Bond was exactly of the
the former Bond except two other Persons Named were inserted
Witnesses there to and that the same Persons have subsequently denied
Bond and that the Date was the same as mentioned in the
Bond and that the Persons mentioned as Witnesses to the said
were Cherry and Mannadee Mudeliar Comrapa but that this
doth know that Mannadee Mudeliar Comrapa was living at
of the Date of the said Bond but cannot remember whether he
was living at that time or not, but that neither of the two
and that Mannadee Mudeliar Comrapa did sign and

Year ago at the Village aforesaid Palaniyapachetty and Cheeray died to the
best of this Deponents Remembrance about Seven Years ago at Tyagaroya
Called Pombatore and that the said Petitioner took the said Bond of the
the said Defendant Kuragappachetty Mahadeva Pullay had signed
the same and that the said Bond was not Witnessed at the time the
Petitioner did take the said Bond and that the said Petitioner did take
the said Bond and said the would get some body to Sign at that time
Deponent does not know whether the said Bond was ever Witnessed
Bad no more Said Thereat to this or the last Pardaraya Tooy

Vilich
Examiner

Mayor's Court at
Madraspatnam

Between Shawanier Sultan and
Cowry Vydenadaden Mudeliar in a Suit
now Depending in the Hon'ble the
Mayor's Court at Madraspatnam
Wherein the said Shawanier Sultan
is Complainant and Kuragappachetty
Mahadeva Pullay and Mangadoo
Mudeliar Comrapa the Mudeliar Defendants

On the Part of the Respondent

Depositions of Witnesses taken at the Cowry and before
the Examiner in the Cowry as follows the
Venkata Sastulu of Pursaypauk aforesaid Gentleman being Produced
Madras Inhabitant Aged 28 Years or thereabouts being Produced
as a Witness in this Affair On the Part of the Respondent was Duly

the Last of this Respondent was on the 16th Day of October 1815 then in Person at the Office of Mr Charles Bromley where I Moses Jobe the Petitioner by Canagapale My Interpreter was also Present and the Name Jobe and Value of Effects of the said Deponent and of the Witness on the Day following being Interrogated and Examined Deponeth as follows viz

1st Interrogatory

To the First Interrogatory this Deponent Saith, that he doth know the Complainant Thaarmier Lebbaw in this Cause and that he doth Know him Nine Years or thereabouts, and that he doth also know the Defendants Caragapauchunna Mahadawa Pattikka and Mangaudoo Mootoo Canagapale Mondelear in the Cause and that he hath Known them Twelve Years or thereabouts and that he hath also Known the Petitioner Cavoor Vydanadale Mondelear in this Affair and that he hath Known him Nine Years And Knows Saith unto this Interrogatory

4th Interrogatory

To the Fourth Interrogatory this Deponent Saith, that he doth Know that the Petitioner in this Matter in Question was Taken and Detained Some time in the Month of October which was in the Year of Our Lord One Thousand Seven Hundred and Ninety five and that Caragapauchunna Mahadawa Pattikka One of the Defendants did at the same time Detain Plate of Cuvoo at the same time and that the Petitioner informed the said Defendant that the aforesaid Plate of Cuvoo belonged to the Petitioner and that the Defendant Acquainted with a generation by the Petitioner to pay off the said Debt which the Defendant did Owe the said Petitioner to pay off the said Debt and that the said Petitioner did pay the said Debt and that the said Defendant then and there Delivered the said Plate of Cuvoo to the Petitioner also say he Could prove that the said Premises and Purchase being sold by the Respondent to the

the said Mortgage Premises so mentioned are the Premises so as aforesaid in dispute and that the said Petitioner Cavoor Vydanadale Mondelear did Propose to take a Mortgage of the Premises in dispute for the aforesaid purpose or design and that there was a Mortgage Bond at the same time executed by the said Defendant Caragapauchunna Mahadawa Pattikka to the Petitioner Cavoor Vydanadale Mondelear and that Two thousand Pagodas was the Sum or Consideration specified in the said Bond that the said Bond was dated at the aforesaid time but it was dated about four Years back and that the said Petitioner did desire to Request two Persons by Name Tamma Pillah and Dasha Pillah to Witness the said Bond and that Ponnusawbapulley Mistor Arnagee the said Bond and that the aforesaid Persons Tamma Pillah and Dasha Pillah were invited and as Witnesses thereto and that the said Bond was dated the one Twenty-first January in the Year One Thousand Seven Hundred and Seventy-four but this Deponent cannot recollect the particular day and that he the said Witnesses refused to Sign the said Bond because they said they knew the said Premises were already Mortgaged to the Respondent Thaarmier Lebbaw and that after the said two Persons who were Requested to Sign as Witnesses to the said Bond refused to Sign them to the said Defendant Caragapauchunna Mahadawa Pattikka Two of the said Bond being Torn and that this Deponent did receive one other Bond being executed by the said Defendant Caragapauchunna Mahadawa Pattikka on the same place and at the same time and in favor of the said Petitioner Cavoor Vydanadale Mondelear and the reason for drawing out another Bond was because the Witnesses were Ignorant and the former Bond refused to Sign them and that the reason of

For

Two Thousand Pagodas was Specified and Subscribed Bond
To have been Sworn or Owned and that the said Bond was the
same Bond on the Back whereof the Persons Names
Mentioned as Witnesses and that the same Bond subscribed
Now and the said Bond and that the said Bond was delivered
him in the Month of January in the Year One Thousand Seven
Hundred and Twenty but the Deponent cannot Recollect Whether
Last day the he knows it was of the same Month as the former Bond
that the Persons mentioned as Witnesses on the said Bond
Were Chocapah and Mangadu Mootie Comarapah Modeliar
and that the Deponent doth know that Mangadu
Comarapah Modeliar One of the said Witnesses was dead
Years before Lord One Thousand Seven Hundred and Seven
that the last three Years before the said Bond was Executed
Deponent knows the other Witness Chocapah did also
Years before the said Bond was Executed to the Deponent
the knowledge the Deponent knows that the
Said Witness Died and that the said Petitioner did
Bond after the said Defendant Cavagapauker
Ruttlee Signed the same and that the said Bond
at the time the Petitioner took the said Bond and that
was did take the said Bond by reason the said Respondent
Sultan from Putting the said Defendant into Gaol that the
does not know nor knows the reason why the Petitioner
Witness for that the Deponent knows the Petitioner
Get some body or other to Witness it and was

The Last Interrogatory

1708 Oct 25th

T. Wilcks

Examined

Mayors Court at Madrasapatnam

Between Shawmier Sultan and Civen Vythenadaden Modeliar and Last now depending in the Right Worll Mayors Court at Madrasapatnam Between the said Shawmier Sultan as Complainant and Cavagapauker Mudaliar and Ruttlee and Mangadu Mootie Comarapah Modeliar Defendants

On the Part of the Respondents

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

Tranna Pillah of Cavagapauker Known but of present at Madras Comingly Aged 27 Years or Thereabouts being Produced a Witness on the Affair On the Part of the Respondent was On the 18th Day of Oct. 1717 Sworn and Deposed at the Office of Mr Charles Brandyer where Attorney for the Petitioner by Cundagah Chetty Servant who also left Bound a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as follows viz.

To the First Interrogatory the Deponent Saith That he Knows the Complainant Shawmier Sultan in the Cause and that he hath

to his own knowledge Five or Six Years and that the Defendant Carapapankunna Mahadava Battlor and Margande Mootoo Comrappah Mondeliar in this Cause and that he the said Carapapankunna Mahadava Battlor Father of the said Margande Mootoo Comrappah Mondeliar he the said Ramen about Four Years and that he the said Deponent also knows that the said Ramen Vydanadah Mondeliar in this Affair and that he the said Ramen is Four Five Years or thereabouts and more but to the Interrogatory

5th ——— To the Fifth Interrogatory this Deponent saith that the Petitioner in this Matter in dispute did commence about the Month of July in the Year One thousand Seven Hundred and Seventy Seven this Deponent the a Chank Pagoda Renter, and that the said Petitioner did prefer the Mortgage of the Premises in dispute in the said Bond or Cadjan Writing and that the said Bond was executed in the Presence of this Deponent by Carapapankunna Mahadava Mondeliar and Executed by Carapapankunna Mahadava Battlor one of the Defendants in this Cause and that the same was Specified and Set forth in the said Bond that the said Premises and that the said Bond was dated Five Months previous to the Execution thereof and that this Deponent remembers that the said Ramen was Four or Five Years ago but this Deponent cannot recollect whether or not he remembers the particular day of the Month in which the said Petitioner Carapapankunna Mahadava Battlor Executed the said Bond but this Deponent knows that the Petitioner should this Deponent say Bond and that the Petitioner delivered the said Bond to this Deponent to Sign the said Bond as a Witness which this Deponent did as the said Defendant did Accordingly do but this Deponent

to Sign the same as a Witness and the Reason this Deponent Refused to Sign as a Witness was because he knew that the Premises mentioned in the said Bond or Cadjan Writing were Mortgaged to Shawnier Sultan the Respondent in this Affair and that the said Mortgage Bond was not Discharged besides the said Bond was Antedated and that the said Defendant did first of all use Threatenings to induce this Deponent to Sign the said Bond by telling him that the said Defendant would turn him out of his Employ or Conicopoly to the said Village of Carrapauram but that if he would Sign them to the same to give him some Land called Manavaree of free gift Land — And Deponent saith no more to this or the last Interrogatory

Sworn in Court

J. Welch
Examiner

Mayor Court at
Madraspatanam

Between Shawnier Sultan
and Cuver Vydanadah Mondeliar
Suitors Regarding the Trouble
the Mayor's Court at Madraspatanam
Whereon the said Shawnier Sultan is
Complainant and Carapapankunna
Mahadava Battlor, and Margande
Mootoo Comrappah Mondeliar Defendants
On the Part of the Respondent

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

Dasha

(832)

Dubash Pillah of Cavaypauchumbut[illegible]
at Madras Crier aged about 35 Years or thereabouts being duly
sworn & Interpreted in this Affair by the Court of the Deponent duly sworn
the 12th Day of October 1777. Shewn and Sworn at the Office of
Charles Bromley whose Attorney for the Petitioner by Conduct
Mr Lowndes who also Affirms Both of the Names & Marks
of Abdo of the said Deponent and Affirmeth on the Holy
being Sworn and Examined Deponeth as follows

1st ... To the First Interrogatory this Deponent saith that he knows the
Complainant Shawmier Sultaun in this Cause and that he
Knows him these 4 Years or thereabouts and that he knows
the Defendant Cavaypauchumy Mahadava Pillah and that he
Resides at Madras Crier aforesaid and that he is a Merchant
and that he knows the Mortgaged Premises in this Cause
and that he has been employed by the Complainant to
Explain the Mortgage and Bond by the Defendant in this
Cause Pillah One of the Defendants in this Cause

2nd ... To the Second Interrogatory this Deponent saith that he
knows the Complainant Shawmier Sultaun in this Cause and that he
knows him these 4 Years or thereabouts and that he knows
the Defendant Cavaypauchumy Mahadava Pillah and that he
Resides at Madras Crier aforesaid and that he is a Merchant
and that he knows the Mortgaged Premises in this Cause
and that he has been employed by the Complainant to
Explain the Mortgage and Bond by the Defendant in this
Cause Pillah One of the Defendants in this Cause

3rd ... To the Third Interrogatory this Deponent saith that he knows
the Mortgaged Premises in this Cause and that he has been
employed by the Complainant to Explain the Mortgage and
Bond by the Defendant in this Cause Pillah One of the
Defendants in this Cause

4th ... To the Fourth Interrogatory this Deponent saith that he knows
the Mortgaged Premises in this Cause and that he has been
employed by the Complainant to Explain the Mortgage and
Bond by the Defendant in this Cause Pillah One of the
Defendants in this Cause

5th ... To the Fifth Interrogatory this Deponent saith that he knows
the Mortgaged Premises in this Cause and that he has been
employed by the Complainant to Explain the Mortgage and
Bond by the Defendant in this Cause Pillah One of the
Defendants in this Cause

(823)

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Sum or Consideration Specified and Set forth in the said Bond was two
Thousand Pagodas and that the same was Dated Some time in the
Month of January in the Year One Thousand Seven Hundred and
Seventy and that Cavaypauchumy Mahadava Pillah One of the
said Defendants was present at the time the Petitioner so shewed
this Deponent the said Bond and that he the Petitioner and the
aforesaid Defendant did Request this Deponent to Sign the said Bond
as a Witness and that this Deponent did accordingly Sign as a Witness
because he knows that the Premises mentioned in the said Bond
were at that time Mortgaged to the said Complainant Shawmier
Sultaun and besides the said Bond was Post dated and that the said
Petitioner and Defendant did both of them several times desire this Deponent
that if he should be Sign as a Witness to the said Bond they would Observe
Secrecy and Conceal that the said Premises were Land called Manniam or free gift Land but this Deponent
still persisted in refusing they then told him that if he did not do it
they would Turn him out of their Employ as One of the Conceptions to the
said Villiage of Cavaypauchum and stop all his fees he got by the
Trade and more Saith not to this or the last Interrogatory

Sworn

Welch
Examiner

Mayor's Court at
Madraspatnam

Between Shawmier Sultaun
and Cavaypauchumy Mahadava Pillah
Defendant

Upon Reading in the Cause the
Petition of the Complainant and the Answer of the Defendant
Mayor's Court at Madraspatnam and therein
the

Venkatarayah Ramanujachariar Subbaroyah Ramanujachariar
and Garagaparakunta Mudaliar
Petitioners and Mungandan Mudaliar
Cumrapakam Mudaliar Defendants
On the Part of the Respondent

Depositions

of Witnesses taken on the Commission
before the Examiner on the Coast as follows

Soubarayah Ramanujachariar
Inhabitant Aged 48 Years on the Coast being produced on the
on the Affair on the Part of the Respondent Sworn before the Court
October 1777 Examined Sworn & the Office of Mr Charles Purnell
whose Attorney for the Petitioners by Cowdy speaking Gentoo
also left hand all Notes of the Manner Letter and Stamp being
Said Deponent and afterwards the Interpreter Duly
Examined Deposeth as follows

1st ... To the First Interrogatory this Deponent saith that he doth
know the Complainant Venkatarayah Ramanujachariar the Petitioner
that he hath three known him Seven or Twelve Years and that he doth
also know the Defendants Garagaparakunta Mudaliar and the
said Mungandan Mudaliar Cumrapakam Mudaliar and that he
that he hath three known them Eighteen Years or thereabouts and
that he doth likewise know the Petitioners Counsel Mr Purnell
Mondelear and their Office and that he hath three known them
about the same time And this Deponent is not Related to
either of the Parties

6th ... To the Sixth Interrogatory this Deponent

a Place called Garagaparakunta Some Time in the Month of
July One Thousand Seven Hundred and Seventy Seven and that
this Deponent did at the same Time receive the Amount
Ramiah Regarding the Premises in Dispute between the Petitioner
and Respondent and that the said Venkata Ramiah and Ven
Kadiah their Present Arbitration in Matter respecting the
Bond Suit which the Petitioner founded this Cause thereto and
that the said Venkata Ramiah and Kadiah both told this Depo-
nent that the Petitioner Cowar Oglanadah Mondelear in this Affair
had Requested them to be Witnesses that they Money mentioned in
the said Bond had been paid to Garagaparakunta Mudaliar Father
One of the Defendant in this Cause but that they the said Venkata
Ramiah and Kadiah Arbitrators the said Petitioner Cowar
Oglanadah Mondelear that so that they the said Venkata
Ramiah and Kadiah Arbitrators the said Petitioner Cowar Oglanada
Mondelear that if they went to the Court they would be Obliged
to swear to the truth of what they said therefore they could not be
Witnesses but the said Venkata Ramiah and Kadiah told this
Deponent that if the would get another Person to be Witness in the
said Affair that they would get them Letter Dated as from
their Petitioner Cowar Oglanadah Mondelear this Deponent replied
that they could not do it they the said they would be Witnesses them-
selves by which determination they should get Money and in Order to
prevent Forgiveness of this Debt they would Desire Money that Money to the
Petitioner as Charity and desired this Deponent not to make
Publick this Commission and Deposition until the Time or the Last

Interrogatory

S. Welch Examiner

(826)

Mayor's Court

Madrasapatanam

Between Shanmoogum Pillai and Cavery Vydianadan Mudaliar and Cavery Vydianadan Mudaliar Junr. Inhabitants of Madrasapatanam Mayors Court at Madrasapatanam Plaintiffs

And Mahadeva Pattiler and Mootia Cavergapah Mudaliar Son of Mootia Cavergapah Mudaliar Inhabitants of Madrasapatanam Defendants

Deposition of Witnesses produced to Evidence this Cause upon the Examination in the Court as follows

Mandukistnah of Cavergapauk Kunnah Inhabitant of Madrasapatanam Native Doctor aged 42 Years Sworn Interpreter between the Parties in this Affair on the Part of the Plaintiffs

To the First Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Second Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Third Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Fifth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Twenty second Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Twenty third Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Twenty fourth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Thirty first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Thirty second Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Forty first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Fifty first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Sixty first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Seventy first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

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To the Seventy fifth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Seventy sixth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Seventy seventh Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Seventy eighth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Seventy ninth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eightieth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty second Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty third Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty fourth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty fifth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty sixth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty seventh Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty eighth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Eighty ninth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Ninetieth Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Ninety first Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were present at the Consultation and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vydianadan Mudaliar Junr. were Inhabitants of Madrasapatanam at the Time of the Consultation

To the Ninety second Interrogatory this Deponent saith that he was present at the Consultation mentioned in the Interrogatory and that the Plaintiffs Witnesses Shanmoogum Pillai and Cavery Vyd

Witnesses to these Articles that the Interrogatories contained in the Schedule hereunto annexed were duly administered to the above named Deponent

I Welch
Examiner

Additional Interrogatories

1st Whether do you know or believe that the Petitioner Lieutenant Lawrence Commander of the Ship Sheerness was on the 19th day of March 1800 Lieutenant and Commander of His Majesty's Ship Sheerness and Captain Pellew was on the same day Captain of His Majesty's Ship Nymphe and Commander in Chief of His Majesty's Ships and Vessels employed in the Mediterranean and whether the Petitioner Lieutenant Lawrence was on the said 19th day of March 1800 Lieutenant of His Majesty's Ship Nymphe and whether the Petitioner Lieutenant Lawrence was on the said 19th day of March 1800 and for some time before and after Lieutenant and Commander of His Majesty's Ship Sheerness and whether the Petitioner Lieutenant Lawrence was on the said 19th day of March 1800 and for some time before and after Lieutenant and Commander of His Majesty's Ship Sheerness and whether the said Ship Sheerness was on the said 19th day of March 1800 and for some time before and after employed as a Cruiser in the Mediterranean and whether the said Ship Sheerness was on the said 19th day of March 1800 and for some time before and after employed as a Cruiser in the Mediterranean under the Command of the said Captain Pellew

the nature of such the Witness or Witnesses Set forth the Particulars at Large, According to the best of Your knowledge remembrance belief and the Truth Declare the same as You know have heard believe or do believe together with the Reasons of such Your belief

To Yavanlayah Moodelly and Swamyee

3d Item You or Either You and each of you being the Witness or Witnesses in the present Cause do Declare whether You or either of You are Related to the Plaintiff or Defendants or either and which of them how Nearly and which of the Parties You or either of You do Believe most Favourably Inclined to and for what Reason and Cause

To all the Interrogatories

4th Do You know of any other matter or thing touching the Matters in Question in this Cause that may Tend to the Benefit of the Respondent, If You Declare the same as You know have heard or do believe together with the Reasons of such Your belief as fully as if You had been thereunto Particularly Interrogated

Wm Dixon
Attorney for the Respondent

Mayors Court at Madraspatnam

Between Shamier Sultan and Cuvar Vydenadah Modelliar and Sultan Depending in the Hon^ble the Mayors Court at Madraspatnam Wherein the said Shamier Sultan is Complainant and Yavanayapachetty Mahadava Pullelee and Mongaradoo Mootoo Cavarapah Modelliar Defendants On the Part of the Respondent

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

Yavanlayah Moodelly of Pursawaulee Pallah but at present at Madras Inhabitant Aged 45 Years or thereabouts being Produced as a Witness in this Affair On the Part of the Respondent Sworn on the 19th Day of November 1767 Sworn and Examined at the Office of M^r Charles Brearley where Attorney for the Petitioner by Cundapalam my Servant who also left Notice 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

To the First Interrogatory this Deponent Saith He Hath the Perfect knowledge of the Parties in this Cause and that the Late Shamier Sultan the Complainant in this Cause and that the Late Shamier Sultan was Deceased Six or Seven Years and that He did also know Garagunpachetty Mahadava Pullelee and Mongaradoo Mootoo Cavarapah Modelliar the Defendants in this Cause and that the Latter Known to this Deponent Twenty four Years or thereabouts and that He did likewise know Cuvar Vydenadah Modelly the Petitioner in this Affair and that the Latter Known to this Deponent Twenty four Years or thereabouts to this Deponent

To the Interrogatories

1

2 ..... To the Second Interrogatory this Deponent saith that he did know Ramasamy and Mannacatter Master Comrapah Father of man Jemmal and and Mannacatter Master Comrapah Father of man Jemmal and and that the Readings in this Cause Named and there have heard and that the Readings in this Cause Named and there have heard and that he did know Ramasamy Eighteen Years and Mannacatter Master Comrapah Twenty Years before these Accounts and that Cheeray died about Twenty Years before these Accounts and that Cheeray died about Twenty Years before these Accounts and that Cheeray died about

Witness in this Affair on the Part of the Respondent was sworn the
Day of November 1817. Signified at the Office of Mr. Clark
Brumley as his Attorney for the Petitioner by Caridyapah
Swami who also left Mr. Brumley a Note of the same Letter and
Words of the said Deponent and afterwards on the same
being Sworn and Examined Deponeth as follows viz.

1 To the first Interrogatory this Deponent saith That he
knows the Complainant Shamier Sathanier this Cause
he hath known him Twelve Years, and that he doth
the Defendant Caraganpauchum Mahadeva Battler
Mannaadee Mootoo Comarapah Mudeliar in this Cause
that he hath known them thirty Years to this date
in this Affair and that he is about the Age of Fifty
Years or thereabouts And more saith not to this Interrogatory

2 To the Second Interrogatory this Deponent saith That he
knows Cheeray and Maunicautoo Mootoo Comarapah
or more Summons this Deponent in the Pleadings in the
Causes named in this Interrogatory and that this Deponent
knows Cheeray Twenty One Years and Maunicautoo
Comarapah upwards of Twenty Five Years before this
and that Cheeray died about Eight Years ago and the
Two Mootoo Comarapah upwards of Four Years and that
died at Villagrum and the Village aforesaid Mootoo
Comarapah at Villagrum aforesaid This Deponent knows
Deponent knows Signatures to the Writings of the Manner Mootoo
Writings of the said Cheeray and Maunicautoo Mootoo Comarapah
in this Cause knows and that this Deponent knows the

Signatures Names to Letters and also to Bonds and other Writings as
Witness and that this Deponent has received two Letters from
Maunicautoo Mootoo Comarapah and also seen Caraganpauchum
Mahadeva Battler this Deponent has likewise seen
a Letter written by Cheeray to Vavalapah Moodelly and that the
Names Cheeray and Maunicautoo Mootoo Comarapah subscribed
to the Cadjans Writing now produced and shewn to him at the
time of this Examination and purporting to be Bonds from
Mahadaviar Comarapah to Caraganpauchum Copaswami Lakshmee
Narrasaviar in favor of the Petitioner in the Bills of these Interroga-
tories Named for the Sum of Two Thousand Pagodas on account of the said
Cheeray and Maunicautoo Mootoo Comarapah Bonds and Writings and
More saith not to this Interrogatory

3 To the third Interrogatory this Deponent saith That he was some
time in the Month of July in the Year of Our Lord One
Thousand Seven Hundred and Seventy Seven at Typlaur at the Pagoda
he and that this Deponent had some Conversation and Discourse
with Caraganpauchum Mahadeva Battler One of the Defendants
touching the Complainants Demand in Question in this Cause,
and that the said Defendant Kidney something relating to the
aforesaid Bond this Deponent was in the provided Interroga
Tory Interrogated to this Deponent told the said Defendant that
if he Kid and Settle this Dispute between him and the said
Complainant Regarding the Mortgaged Premises that the said
Complainant would Release all the said Premises which the
said Complainant had Lizied upon and sold by Publick Outcry
the said Defendant Neglected that he knew Nothing of that the said

Complainant would still Move and Remain at Pallicatt
Therefore he had Erected a Pandie in favor of Thevard Pitchen
Cannot Ryal and Pagodas for Two Thousand Pagodas and Debts
Thevard Complainant Paid in Consequence of such Debt
Pitchenne was carrying on a Suit in the Choultry Court
Court and that as soon as Thevard Pitchenne had Paid
Cause the Thevard Defendant would Get Hers Mortgage
and also Thevard Pennicoo Had given Security
in the last Putteongatory

Pillaich
Examiner

Mayors Court
Madraspatnam

Between Thevan Chetty Complainant
and Cannel Vythenadah Mudelly
and Two more Defending in this
the Mayors Court at Madrasp
Thevan Chetty Complainant and Ganga
Mahadeva Pullier and
Mootoo Comrapah Mudelly
Defendants

On this Part of the Prosecution

and before the Examiner in this Court as follows to
Venkatarayalloo of Town Pondamallee but at present at
Madras Pullabstained Aged 49 Years or Thereabouts being Produced
as a Witness in this Affair on the Part of the Prosecutor was on
the 15th Day of November 1777 Sworn and Deposeth at the Office of
Mr Charles Bromley who is Attorney for the Petitioner by
Cundapah my Servant who also Interpreted to me the Name
Title and Place of the said Deponent and Afterwards on the same
Day being Sworn and Examined Deposeth as follows to
Wit
To the First Interrogatory this Deponent saith, that he doth know
the Complainant Thevan in this Cause, and that he
is a Native of Town Pondamallee but at present at Madras
aforesaid Aged 49 Years or Thereabouts and that he doth
also know the Defendant Ganga Mahadeva Pullier and Mangaudoo Mootoo Comrapah Both of Pondamallee aforesaid
Cause, and that he hath known them Twenty Seven Years or
Thereabouts and that he likewise knows Petchenne Cannel
Vythenadah Mudelly in this Affair and that he hath known
him Ten Years or Thereabouts And to the Interro-
gatory
To the Second Interrogatory this Deponent saith, that he did
know Thevan and Mauneaudoo Mootoo Comrapah Both of Pondamallee aforesaid and did hear their Pleadings in this Cause Named and
their Lives Time and that he did know Thevan Twenty Seven Years
and Mauneaudoo Mootoo Comrapah Twenty One Years before their
Decease and that Thevan died above Eight Years ago and
Mauneaudoo

. Maaneanker . Mooter Cannagrale above four Years and that they
did Each a Village called Ambalavaren and . Maaneanker . Mooter
grale at a Village called Vallapaikoom and that they Deponents
Reparented with the manner of their Hand Writing & Signature
and . Maaneanker . Mooter Cannagrale and that they Deponents
have Each of them written or Signed their Names to Each
their Deponent answer did Cannaverang Letters from them Each
Deponent have seen a Letter Written by Cavay to Maaneanker
Cannagrale and found . Maaneanker . Mooter Cannagrale
. Mondelly and that the Names Cavay and . Maaneanker .
Mondelly and that the Names Cavay and . Maaneanker .
Cannagrale Subscribed as Witness to their Each and Writing
and Signature to the Bond found Sworn . Mahadevan Cannandale Company
to the Bond found Sworn . Mahadevan Cannandale Company
Cannanmal Lakshmi . Sevaramandian favor of the Petitioner
the Tenor of these Interrogatories Named for the Same Day
Sworn and Signed as and at the Hand Writing of Each
and . Maaneanker . Mooter Cannagrale Each answered to
the First or the Last Interrogatory Cannanged.

J Welch
Examiner

Mayors Court at
Madras. 9th Novr

Deponent Shaiman Lebbe
Cannan by Profession Merchant Aged
Depending in the Black Town of
St. Thomas Mount Where he Resides
Cannanged Sworn to the Interpreter

(839)

Cannagampoocheroon . Mahadevan
Buttelon and Maaijandoo Mooter
Cannagrale Moodeliar Defendants
On the Part of the Respondent

Depositions of Witnesses Taken and Sworn in this Cause duly and
before the Examiner in this Court as follows Viz.
Soobaroy of Wandalore Coast at Present at Madras Inhabitant
Aged 37 Years or thereabouts being Produced as a Witness on this
Affair on the Part of the Respondent was on this 19 Day of November
1777 Sworn and Sworn at the Office of Mr Charles Brumley who
is Attorney for the Petitioner by Cannagrale Cavay Servant to whom also
before hand a Notice of the Name Title and Place of Abode of this Deponent
Deponent and Afterwards on this Same Day being Sworn and
Examined Deponeth as follows Viz.

To the first Interrogatory this Deponent Saith that She doth know the
Complainant Shamier Sultan in this Cause and that She hath so
Known him Eight Years or thereabouts, and that She doth also know
the Defendants Garagampaucheroon . Mahadevan Buttelon and
. Maaijandoo . Mooter Cannagrale . Moodeliar, and that She hath
so Known them Twenty four Years or thereabouts and that She
doth likewise know the Petitioner Cannan Vydianadah . Moodeliar
and this Affair and that She hath also Known him Four Years or
thereabouts And More saith to this Interrogatory

To this Second Interrogatory this Deponent Saith that She doth know
Cavay and . Maaneanker . Mooter Cannagrale Called for Mear
Sworn as in the Deposition and the Pleadings in this Cause examined
Deponent saith She doth know Cavay Seventeen
Years
Years and that this Deponent

Years and Maunaundoo Mooloo Cumrapah Twenty Years before
Demand and that Cheeray Had taken Eight Years agaund. Maunaund
. Mooloo Cumrapah Hogawade of Some Years ago and that Cumrapah
a Village called Rambatore and . Maunaundoo Cumrapah Inhabitor
called Volampaukum and that Their Dynasty was Reguarded
the Manner of their Hand Writing of the said Cheeray and Maun
. Mooloo Cumrapah and their Lives time, and that their Dynasty
Seen them Sign their Names to Different Writings many times
their Dynasty that are now Known Letters Some written by them
have seen Letters Written and Sent by them to Narrainpah
and that the Name Cheeray and . Maunaundoo Mooloo
Subscribed as Witness to the Deed and Writing now Produced
shewn to him and is Now the time of this Examination
being to be his Hand Some and Maha Deva Cumrapah
Cumrapah Narrainpah and Lakshmana Moorty
in Favour of the Petitioner in the Zillah of Chittoor Inhabitants of
the Sum of Two Thousand Pagodas in part of the proper Debt
of the said Cheeray and Maunaundoo Mooloo Cumrapah Deft
Sworn and to these in the said Interrogatory

J. Welch
Examined

Further Additional Interrogatories to be Administered to Such Witnesses as shall be Produced Sworn and Examined on a Certain Petition and Answer Between Shamier Sultan and Cavour Rydanad Modelyar and Said Cavour Rydanad and the Honble the Mayor Court at Madraspatnam wherein the said Shamier Sultan is Complainant and Cumpaundoo Mahadeva Pillay and Maunaundoo Mooloo Cumrapah Modelyar Defendants on the Part and behalf of the Respondent

To all the Witnesses

1st Do You know or do You not know the Parties Complainant and Defendants to also the Petitioner in the Zillah of Chittoor Interrogatories Named If Yea how long have You known them or either and which of them Declare

To Venkata Shastillah and Narrago

2nd Did You know Maunaundoo Mooloo Cumrapah late of Mean Pursuance the Decree and did the Pleadings in this Cause Named in his Lifetime or not If Yea how long did You know him before his Decease and how long has he been dead and when did he Die, Was You Acquainted with the Manner of the hand writing of the said Maunaundoo Mooloo Cumrapah in his Lifetime Did You Seen him write or Sign to his Name to any Letters or as Witness to

being Dead or Absent, Did You ever Receive any Letter or Letters from
or have Been Letters to any Person or Persons and whom
by Post Did You Look at the Cover and Writing Thereof and
Have the Hand of Your Examinate Knowledge Proportion to their Post
Can Ambadavaroo Commandatchy Carpanambaram Coppanna
Sreenivasa Pillay Sonne of the Petitioner in the Letter of the Petitioner
Name for the Sum of Four Thousand Pagodas and Sent to the
by the said Ramanadien Master Comapathy, and in the same
Such Witness of the proper hand Writing of such Witness
Your Particular Charge According to the best of Your Knowledge
Remembrance and Belief and the Truth Declare the same
known Been Informed or do believe together with the Reasons
of your Said Belief

Whether You Do Know or Believe that the Plaintiff the
Defendant or any other and what Person or Persons on their
Behalf Have or Hath Directly or Indirectly Bribed Solicited
Tampered or Attempted to Bribe Solicit or Tamper with You
or Any Person or Persons Employed by You or Any Other
Person or Persons Employed by Them or Any of Them
in Order to Induce You to Give Your Evidence in this Cause
Otherwise than as You Shall Think Just and Agreeable to Truth
Declare the Whole Truth Touching the Premises

Whether You Do Know or Believe that the Plaintiff the
Defendant or any Other and What Person or Persons on their
Behalf Have or Hath Directly or Indirectly Given or Caused
to be Given or Promised or Agreed to Give any Money Fee
Reward or Gratuity Whatsoever to You or Any Other Person
or Persons Employed by You or Any Other Person or Persons
Employed by Them or Any of Them in Order to Induce You
to Give Your Evidence in this Cause Otherwise than as You
Shall Think Just and Agreeable to Truth Declare the Whole
Truth Touching the Premises

Whether You Do Know or Believe that the Plaintiff the
Defendant or any Other and What Person or Persons on their
Behalf Have or Hath Directly or Indirectly Given or Caused
to be Given or Promised or Agreed to Give any Money Fee
Reward or Gratuity Whatsoever to any Person or Persons
Whatsoever in Order to Induce Him Her or Them to Give
Evidence in this Cause Declare the Whole Truth Touching
the Premises

Whether You Do Know or Believe that the Plaintiff the
Defendant or any Other and What Person or Persons on their
Behalf Have or Hath Directly or Indirectly Given or Caused
to be Given or Promised or Agreed to Give any Money Fee
Reward or Gratuity Whatsoever to any Person or Persons
Whatsoever in Order to Induce Him Her or Them to Withhold
Conceal or Keep Back Evidence in this Cause Declare the
Whole Truth Touching

the said Deponent and Witness duly Sworn the 21st Day of March
Month being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he knows
the Complainant Shamier Sullivan the Cause and that he
is Between Twenty Five & Thirty Years of Age and that he knows
the Defendants Cornelius Rodolyer and
and Hannah Rodolyer Widow Complainant Rodolyer and
and that he the said Deponent knows Twenty Years & upwards
that the said Defendant knows the Petitioner Cornelius Rodolyer
Rodolyer in this Affair and that he the said Deponent
Seven or Eight Years And more saith not to this Interrogatory

2nd ..... To the Second Interrogatory this Deponent saith that he
knows Hannah Rodolyer Widow Complainant in the
Deceased and in the Pleadings in this Cause named and that
knows and that this Deponent Resides about four Miles from
the Deceased and that he the said Deponent knows that
and that the Land in Question in the Village called the Village of
Deponent was Appointed on the Division of the Estate of
Manasseh Rodolyer Complainant husband by Lots from him
that was from him and the Remainder Allowed to the
other Heritage and that this Deponent that I owned a Share
from him in the Lot there and that the House Belonging
Complainant husband Deceased in Question to the Estate of the
Produced and shewn to him this Deponent at the Time he
examined here and pronounced to be that Land from Deponent
Conveyed to Cornelius Rodolyer Complainant husband
in favour of the Petitioner in this Cause

for the Sum of Two Thousand Pounds and of the foregoing hand
Writing of such Witness and more but Read to this or the last Sentence

Gallery

OUTBOARD

Welch
Examined

Mayors Court
Madraspatnam

Between Shamier Sullivan and
Cornelius Rodolyer and Hannah Rodolyer Widow and
Depending in the Honble the Mayors Court
at Madrasapatnam Wherein the said
Shamier Sullivan is Complainant and
Cornelius Rodolyer and Hannah Rodolyer Widow and
Hannah Rodolyer Widow Complainant Rodolyer
Defendants

On the Part of the Respondent

Depositions of Witnesses taken in this Cause by and
before the Examiner in this Court as followeth
Veerapoo of Pennamalur Pillah duly Sworn pursuant to Madras Custom
and Aged 36 Years or thereabouts being Produced as a Witness in
his Affair on the Part of the Respondent was on the 22nd Day
of December 1777 Sworn and Examined Pursuant to the Office of Mr
Charles Brownley who is Attorney for the Petitioner by Cornelius
Rodolyer Servant who is Interpreter of the Name of the Witness
and Place of Abode of the said Deponent and Affirmed on the
Same Day being Sworn and Examined Deposeth as followeth

1 To the first Interrogatory this Deponent saith that he knows the Complainant Thomanoo but knows not the Cause and that he is a Person bound Free Native or Mercenary and that he the Defendant Cassapoomkam Kumaravelu Mudaliar and Petitioner Mr. Morgan Compagnie Resident and that he has been Twenty Years or Upwards and that he knows the Petitioner Cause Instituted by Mr. Modeliar and that he has been Fifteen Years or Upwards Resident in this Interrogatory

2 To the Second Interrogatory this Deponent saith that he knows Thomanoo Mr. Morgan Compagnie Late Surveyor and that he is a Witness named in the Cause and that he the Defendant Held or Rented him above Fifteen Years before that he has been Dead upwards of four Years and that this Deponent knows a Village named Nallapoondy and that this Deponent is acquainted with the Circumstances of the Land in the Village and that Thomanoo Mr. Morgan Compagnie Resided on the Land for Twenty Years or Upwards and that this Deponent has seen him Sowing and Reaping the Land and that he has been Dead upwards of Two Years and that he was a Witness to the Bond and other Writings that he Executed and that he was Literate and Understanding Letters and that he was Resident in the Country and that he was Brother to Mr. Morgan Compagnie Executor and that he was Executor to Mr. Morgan Compagnie Deceased and that he has seen Writings produced and Delivered out of his Custody and that he is Acquainted with his Hand Writing and Signature and that he has seen Documents to Compare the Same and that he has seen and Examined the Writings now produced and Marked with the Letters A B C D E F G H I K L M N O P Q R S T U V W X Y Z and that he believes the Whole of the Writings to be in the Hand Writing of the said Thomanoo Mr. Morgan Compagnie Deceased and that he is Dead and Interred

Extract from the Minutes of the Court held at
Town Hall on Monday the 16th Day of November
Anno Domini 1778

Present

James Call Esquire Mayor
John Turing — George Proctor
Edm. John Holland — Benj. Roches
George Taswell — Edm. Carron
Edm. Saunders — and Will.m Webb

Aldermen

Cap.n Maunier Sultan
Gurunganaikam . Mugaddawah Buthee
gadah . Mootoo Comaspah . Moodelliar

Petitioners Translate of a Mortgage Bond Annexed
Appeal Read
Interrogatories on the part of the Petitioners
thereto Annexed Read
Two Depositions taken thereunto Read
Interrogatories on the part of the Respondent
thereto Annexed Read
Two Depositions taken thereunto Read
Additional Interrogatories on the part of the Respondent Read
Two Depositions taken thereunto Read

Further Additional Interrogatories on the part of the Respondent Read
Two Depositions taken thereunto Read

The Matter this Day in Dispute between the Petitioners
Cavery Vagdevandah Moodelliar and the Respondent Cojah Shamier
Sultan Coming on to be Argued and Determined this Day in the
Presence of their Attorneys on Reading the Petitioners Petition that
Respondents Answers the Interrogatories and Depositions on the part
of the Petitioner, the Interrogatories and Depositions on the part
of the Respondent and on Hearing their Pleading and Arguments made
Use of by their Attorneys and due Consideration had thereon
This Court doth think fit to Order and doth Accordingly
Order that the Petitioners Petition do Stand Dismissed with
Double Costs of Suit

To the Hon.ble the Mayor
Court at Madraspatnam

Humbly Complaining Shewith unto Your
Hon.ble Court Your Orator David Young of Madras Merchant
Surviving Executor of the last Will and Testament of John White
late of Madras aforesaid Inhabitant Deceased That the said John
White being in his Lifetime Possessed of a considerable Estate did
duly make and Publish his last Will and Testament in Writing bearing
Date on or about the Thirteenth Day of April whereby he in the Year of
Our Lord One Thousand Seven hundred and Seventy four and died

And the 4th Aug.t 1775

Power of

Thereof Nominated and Appointed Edward Rylance late of Madras
Esquire since deceased and Your Orator his Executor Now Living
further Humbly and Most Humbly Craves That the said Edward
afforesaid do Appear Personally before This Honble Court
And Your Orator and the said Edward Rylance deceased
of the said John Whittle Esquire the said Will and Testament
Took upon themselves the Burthen and Execution thereof and
Edward Rylance died Possessed
the Estate and Effects of Mortgage Bonds &c. &c. Esquire and
of the said Deceased John Whittle Esquire Considerable Amount
Without Rendering any Account Thereof to Your Orator
the said Executors as aforesaid Your Orator further Sheweth
That the said Edward Rylance Esquire Deceased
and Published his last Will and Testament in Writing
Date bearing Date the Sixteenth Day of September
the Year of Our Lord One Thousand Seven Hundred and
Nineteen the said Edward Rylance did Nominate
Appoint Robert Smith late of Madras Esquire and
of the same Place Merchant his Executors And the said
Smith having Renounced his Executorship
Rylance the said James Sellon did after the said Edward
Decease Prove the said Will of the said Edward
Honble Court and take upon themselves the Burthen
thereof But Neglecting the said James Sellon
Effects of the said Estate Effects Mortgage
Bonds &c. &c. Esquire and Securities of the said Estate

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Effects of the said Edward Rylance to a Considerable Amount without
Rendering any Account of the said Estate of the said John Whittle to
Your Orator as Surviving Executor as aforesaid All Which Your Orator did
frequently and in an Amicable Manner Apply to him and
Request him so to do and to be put in Possession of the said Estate of
the said John Whittle Your Orator further Sheweth unto this
Honble Court That the said James Sellon hath also since the
Decease of the said Edward Rylance Opened his Said Testament
first Duly made and Published his last Will and Testament in
Writing bearing Date the Thirty First Day of March last and
thereof Nominated and Appointed Major John Ely whom Your
to Engage and James Cockburn and Robert Williamson of
Madras Merchants his Executors And the said James Cockburn
having Renounced his right of Executorship of the said Will the
Honble Court And the said John Ely having Departed for Europe before
the Decease of the said James Sellon the said Robert Williamson did
Prove the said Will of the said James Sellon in this Honble Court
and took upon himself the Burthen and Execution thereof And he
the said Robert Williamson did by Virtue thereof Possess himself of
the said Estate and Effects of the said John Whittle as well as of the
said Edward Rylance and James Sellon without Rendering any
Account to Your Orator of the said Estate and Effects of the said
John Whittle and Your Orator further Sheweth unto this Honble
Court That he hath frequently and in an Amicable manner
as Surviving Executor of the said Will of the said John Whittle as
aforesaid

aforesaid Applied to the said Robert Williamson and Thomas
to Produce unto Your Orator a true and Just Account of the
Effects and Property as for belonging to the Estate of the
Who Ought to have come to the hands Possession or knowledge
both of the said Edward Rylance the said James Sellow
knowledge of the said Robert Williamson or any of them and
know of the same And that the said Robert Williamson
pleas unto Your Orator as Surviving Executor aforesaid
upon the Ballance of the said Account should be Appointed
due and Payed unto Your Orator and Possession of all the
Mortgages Bonds or other Securities Papers and Writ-
ings of the said John Whitlock and of every Part
and Parcel thereof Your Orator and all other Person
or Persons Interested therein may come before
Your Orator to Receive the same And that
Your Orator may be Relieved against the said Robert Williamson
in the premises According to Equity and Good Conscience

Butson

May it please your Honours that the said Robert Williamson
Defendant to Comply with the said Your Orator's Request
to come and be Examined on the Premises and to
take such Benefit from anything therein Contained
against Your Orator and Execution Ballance Your Orator
prays a General Relief and as in Duty bound

to the Most Honble Court shall Appear Agreable to Equity and Good
Conscience To the End therefore that the said Robert Williamson may
upon his Corporal Oath (full true Direct and Perfect Answer make to
all and Singular the Matters and things herein before Set forth and
alledged as fully Truly Perfectly and Effectually to all Intents and
Purposes as if the same were here Again Repeated and Particularly
Interrogated Examined and Answered Especially that he the said Defendant
Whether the said John Whitlock did not make such Last Will and
Testament as herein before mentioned or some other and what Will
And whether the said Testator John Whitlock did not and when
And whether the said Testator John Whitlock did not and when
Depart this Life without Revoking or Altering his said Will and whether
Your Orator and the said Edward Rylance did not and when prove the
said Will of the said John Whitlock in this Honble Court and whether the
said Edward Rylance did not by Virtue thereof Receive and Possess
himself of all or some and what Part of the Estate Effects and Property
of the said Deceased John Whitlock or such Part thereof as came to his
hands Dept or that the said Deceased by or otherwise and how and that the
said Robert Williamson may Set forth a full true Particular and Perfect
Account of all and Singular the Estate Effects and Property of or
belonging to the said John Whitlock or the Estate of the said John
Which he the said Defendant became Possessed or Knowledge
of since the said Edward Rylance or the said James Sellow and also
of since the said Robert Williamson and of what the same consisted
and of what Sum of Money come to the hands custody Power or Possession
and of what Sum of Money Debts or other Securities or Effects the said Edward Rylance
or any other Person or Persons on their behalf or on
James Sellow and Robert Williamson is Accountable for for their Motive or on
the Account or for the Use of any and what Sum of Money for belonging to the
said

Estate of the said John Whitte deceased and what is the Gross Value
or Amount of the said Estate of the said John Whitte which he the said
Robert Williamson hath Received and what Part thereof he the said
Robert Williamson hath Paid and Disbursed and what Part thereof
he hath Lost by Bad Debts Casualty or Misfortune and what Part
thereof remains in his Hands and what Debts he the said Robert
Williamson hath Collected and Received and what Debts he the said
Robert Williamson hath Compounded and what Debts he the said
Robert Williamson hath Assigned and to whom and what Debts
remain Due and Owing to the said Estate and what Debts he the said
Robert Williamson hath Received and Collected for the said Estate
since the Death of the said John Whitte and what Debts he the said
Robert Williamson hath Compounded and Assigned and to whom
and what Debts remain Due and Owing to the said Estate and
what Debts he the said Robert Williamson hath Received and
Collected for the said Estate since the Death of the said Edward
Rylance and what Debts he the said Robert Williamson hath
Compounded and Assigned and to whom and what Debts remain
Due and Owing to the said Estate and what Debts he the said
James Sellers Executor of the said Edward Rylance in this Honble Court and
Will of the said Edward Rylance in this Honble Court and
the said James Sellers Executor as aforesaid by Virtue thereof
Possessed himself of all or some and what Part of the
Effects of the said John Whitte deceased and of the said
Rylance and that the said Robert Williamson may
a full and Perfect Discovery and Perfect Account of all
the Estate Effects and Property so belonging to the said
of the said John Whitte which have come to the Hands
or Knowledge of him the said James Sellers or any
and Person or Persons for his Use and that the said
James Sellers may Account for the Monies
he Received and Paid and Disbursed for the said Estate
before encumbered or some other and what Mortgages
said John Whitte deceased and what Bonds
Williamson James Sellers Executor of the said Edward Rylance
of Executorship of the Will of the said James

said Robert Williamson and Richard and whether or not the said Will of the
said James Sellers in this Honble Court and whether he the said
Robert Williamson Richard by Virtue thereof Received and Possessed
himself of all or some and what Part of the Estate and Effects of
the said John Whitte deceased and what Part of the said Edward Rylance
Sellers and Executor of the said Will of the said Edward Rylance and
Orator be advised both by himself and his
Attorney or Attorneys and how Applied to the said Robert Williamson
for an Account of and the Papers &c belonging to the said Estate of the
said John Whitte and to pay the Balance or Sum
Monies thereof or otherwise and how and to whom the said Robert
Williamson Richard ought to Account to the Orator with and
who by he did and ought to Account and that the said Robert Williamson
may be Decreed to come to a Just and fair Account with the Orator
and pay to Orator as Surviving Executor of the said Will of the said John Whitte
as aforesaid for the Estate of the said John Whitte which he the said
to the Hands Custody or Power of them the said Edward Rylance
James Sellers and them the said Robert Williamson or any of them
or which shall have been received by them or any of them or by any other
Person or Persons by their or any of their Order or for their or any of
their Account or Use, And that the said Robert Williamson may
be Decreed to pay unto Your Orator as Surviving Executor as
aforesaid What Sum or Sums of Money on the Account shall Appear to be due to
he on the whole Account so shall thereupon become
And that the said Robert Williamson may Assign
unto the said Robert Williamson and that the said Robert Williamson
and Deliver to Your Orator all the Mortgages Bonds or other
Securities Papers or Writings that Now and Property Related to or
concerned the said Estate of the said Testator John Whitte and

May

Royal Courts of Admiralty

Robert Williamson

Sarah Robert Williamson to be Summoned and Appointed to
of Fort St George Town of Madraspatnam and Place Inhabitant
Proctor to Exhibit and Appear before this Honble Court to the
time and Place to be by this Honble Court Assigned and Appointed
then and there to Answer unto Your Complaint Bill of Complaint
and further to Stand to and Abide by such Order and Decree
Honours as to this Honble Court shall seem Meet

John Sykes
Attorney for the Complainant

Filed 28th July
1771

Supreme Court
15th July 1771

The Answer of Robert Williamson

Robert Williamson of Madraspatnam Esquire
Defendant Executor of the Last Will and Testament
Rylance late of Madras Deceased and
the Acting Executor having Taken Upon Himself
and also as Attorney at Law Lawfully Appointed
the Last Will and Testament of the Said
late of Madras Deceased Now Living of
Complainant Mary Rylance
the Exhibited Complainant

This Defendant answer and Saith

Saving and Reserving to himself all and all Manner of Benefit

and Advantage of Exception to the many Errors Impropriety and
Insufficiencies in the said Complainants Bill of Complaint Contained
for Answer thereunto or unto so much thereof as this Defendant is
Advised is any way Material for him to make Answer unto He this
Defendant Answering Says he believes that the said Mary Rylance the
Bill Named in the Complainants as an Executor in the
Said Deceased Did depart this Life Some or about the May Fourteen Hundred
Thousand Seven Hundred and Seventy four, And also Did by her
Last Will and Testament Duly Proved in this Honble
Court the Week following Appoint Edward Rylance late of Madras
as well the Complainant Executor and the said Deceased Edward
Rylance Being a Principal Legatee Named in the said Will and
Testament and Living at the Time of the Testatrix Decease of
Executor of the said Will and in Consequence thereof Entered upon the
Duty Effects without any Molestation or Hindrance from the
said Complainant Mary Rylance and this Defendant is
Answer to the Special Interrogatory believes that the said Will was
Not Revoked, as this Defendant Hath Heard and has Reason to Believe
Possessed a Letter of Attorney and other Vouchers Properly
Authenticated before the Honble. Moses Corbett Esquire Late
Mayor Governor and Commander in Chief of the Majestys Castles
and Fortress and Island of Bombay Signed Thomas Wedderburn
Executor and Elizabeth Wedderburn the Principal Legatees Named
in the said Will and Testament Empowering them
and the said Edward Rylance Will and Testament and Names of
Defendant to answer and Receive all the Legacies and Demands of

Money

(860)

Bylaw at the time of the Decease of the Deceased Executor Edward Bylaw and the Effects found due to the Plaintiff by the said Bylaw and any Relation or Inheritance from the said Complainant the said James Sellers had or could claim the Right Title or Interest Whereupon and upon more Certain Certificate of the Agreement What Passed in Court by Virtue of the Decree of the Court of Exchequer dated the 23rd day of October 1761 and Entered the Book of Orders of the said Court Such part of the Estate of the said Deceased Edward Bylaw as the Defendant the said Executor Edward Bylaw should Have Received and Possessed of the said Deceased Executor Edward Bylaw's Estate and not to be Executor Edward Bylaw's Estate Against Him or his Heirs Executors Administrators or Assigns and the Edward Bylaw Estate Against Him or his Heirs Executors Administrators or Assigns and the said James Sellers and Ann his Wife Executrix of the said Deceased Edward Bylaw Estate Relating to the said Deceased Edward Bylaw Estate Executorship and the said Defendant and Executors have been Ordered to the Complainant and the said Executors have been Ordered to the Complainant and the said Executors have been Ordered to the Complainant and the said

The Complainant Edward Lucas Junr. Exhibited a Bill of Complaint in this Court against the Defendant Stephen Lowndes of the County of Talbot and Province aforesaid Gentleman and thereupon Process issued to the Sheriff of Talbot County aforesaid to Attach the said Defendant to Answer unto the said Complainant in a Plea of the Case to the Damage of the said Complainant of Three Hundred Pounds Current Money of this Province and the said Sheriff hath returned upon the said Writ that he had Attached the Goods and Chattels of the said Defendant to the Value of the Debt and Damages aforesaid and that he had Summoned the said Defendant to appear at this Court to Answer the said Complaint and the said Defendant hath appeared accordingly and Pleaded the General Issue and hath given Security according to Law and Custom of this Province for Prosecuting his Plea with Effect and the said Complainant hath Declared against the said Defendant in a Plea of the Case for that whereas the said Defendant on the Twenty Fifth day of December in the Year of our Lord One Thousand Seven Hundred and Forty Six at Talbot County aforesaid was Indebted to the said Complainant in the Sum of Two Hundred and Twenty Pounds Current Money of this Province for Money Lent and Advanced Paid Laid out and Expended Interest Due and Accrued Rent for Use and Occupation of Sundry Houses Lands and Tenements Goods and Chattels Wares and Merchandizes Sold and Delivered Work and Labour Done and Performed Horse Hire Diet Washing Lodging and Necessaries Provided for the said Defendant and his Servants and Horses at his Request Money had and Received by the said Defendant for the Use of the said Complainant Money Due and Owing on Account Stated and Agreed upon between the said Complainant and Defendant and Divers other Sums of Money Due and Owing from the said Defendant to the said Complainant and being so Indebted he the said Defendant in Consideration thereof afterwards to wit on the same day and year aforesaid at Talbot County aforesaid undertook and Faithfully Promised the said Complainant to Pay him the said Two Hundred and Twenty Pounds Current Money aforesaid when he the said Defendant should be thereunto afterwards Requested Yet the said Defendant not Regarding his Promise and Undertaking aforesaid but Contriving and Fraudulently Intending Craftily and Subtilly to Deceive and Defraud the said Complainant in this behalf hath not Paid the said Two Hundred and Twenty Pounds Current Money aforesaid or any part thereof to the said Complainant although often Requested so to do but the same to him hath hitherto wholly Refused and Neglected and still doth Refuse and Neglect to Pay to the great Damage of the said Complainant of Three Hundred Pounds Current Money aforesaid and therefore he brings Suit &c. And the said Complainant hath Exhibited in this Court his Bill of Complaint against the said Defendant Setting forth that the said Defendant hath Entered a Caveat against the Probate of the Last Will and Testament of James Sellers late of Talbot County aforesaid Deceased and that the said Caveat is Depending in this Court and that the said Complainant is Executor of the Last Will and Testament of the said James Sellers Deceased and that the said Defendant hath Refused to Withdraw his said Caveat and Prays that the said Defendant may be Decreed to Withdraw his said Caveat and that the said Complainant may be Admitted to Prove the Last Will and Testament of the said James Sellers Deceased and to Take out Letters Testamentary thereupon and that the said Defendant may be Restrained by the Injunction of this Court from Proceeding any further in the said Caveat and that the said Defendant may Answer the Premises and Abide such Order and Decree therein as to this Court shall seem Meet and Equitable and the said Complainant hath Exhibited in this Court his Bill of Complaint against the said Defendant Setting forth that the said James Sellers Deceased was Possessed of Considerable Personal Estate and Died Intestate and that Letters of Administration on the Estate of the said James Sellers Deceased were Granted to the said Defendant and that the said Defendant hath Refused to Account with the said Complainant for the Estate of the said James Sellers Deceased and Prays that the said Defendant may be Decreed to Account with the said Complainant for the Estate of the said James Sellers Deceased and to Pay the Ballance that shall appear to be Due upon such Account to the said Complainant

(866)

(867)

Filed the 12th Jan.y 1778

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Between David Young surviving
Executor of the last Will and Testament of
John White deceased and Robert Williams
one of the Executors of James Sellers
Deceased who was Executor of Edward Ryland
Deceased who was one of the Executors of the
said John White

Exception Taken by the Complainant to the
Amended Answer of the said Defendant to the
said Complainants Bill of Complaint

The said Complainant Excepts to the said Amended Answer of
the said Defendant for that the said Defendant has not set forth
his said Amended Answer a Sufficient full true Particular and
Perfect Account of all and Singular the Estate Effects and
Property of or belonging to the said John White or the Estate of
the said John White which came to the hands Possession or
knowledge of the said Edward Ryland and of the said James
Sellers and also of him the said Defendant

In which Particulars the said Amended
Answer of the said Defendant is Insufficient and the
said Complainant doth
therefore Except thereto and Pray that the said Defendt
may put in a better Answer to the said Bill of Compt

John Sykes
Attorney for the Compt

sufficient This Court doth therefore think fit the Order and doth accordingly Order that the Defendant do deliver a further Amended Answer and that he do pay all Costs Attending the Exceptions

Filed the 24th Augt 1778

To the Honble the Mayor
Court of Madrasapatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator William Pattle Chitty by Trade
Attorney Except De Sylvas of Madras Merchant That Chikilly
Mar Chitty and Chinglenay Chitty alias of Same Place Merchant
Stand Indebted unto Your Orator in the Sum and Just Sum
of One Thousand Three Hundred and Sixty four Pagodas Thirty
Nine Fanams and Seventy Cash Current Money of Madras
Making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of Five
Hundred and Sixty three Pounds and Nineteen Shillings
or thereabout being the Balance of a Just and Account Current
bearing Date the Twenty Second Day of August in the Year of
Our Lord One Thousand Seven Hundred and Seventy Eight at
the Rate of Eight per Cent per Annum As Copy of which Account
Current is hereunto Annexed for the Inspection of
this Honble Court and prays the Your Orator to be Answered
as part of this Your Orator Bill of Complaint Nevertheless
Whereas

(870)

Whereas Your Orator hath frequently and from time to time
Manned Equipped & Victualled from the said Chittys
Chitty and Changleroy Chitty of Thirdand Lane aforesaid
three Hundred and Thirty four Lascars Seamen
Seventy Cooks

Burthen or thereabouts Which said Ships
Honble Court Thirdand Chitty Mar Chitty and Changl
Chitty Christmas last and from thence to proceed thence
Ports Your Orator may Man and Victual the said
Service Your Orator therefore prays a General
so this Honble Court shall Appear Agreeable
and Good Conscience Tothe End therefore that
Chitty Mar Chitty and Changleroy Chitty
their Corporal Oaths full true and perfect
Masters all and singular the Matters and things
by you desired and Required fully truly
Especially to all and such and Separate Interrogatories
Interrogatories hereunto Subscribed and Particularly
Ships Way Bill hereunto Annexed Marked
of One Thousand Three Hundred and Thirty four
Men Seamen and Seventy Cooks together with
Victualled as aforesaid Whether the said Ships
all Ports of the Said

Will You

(875)

200

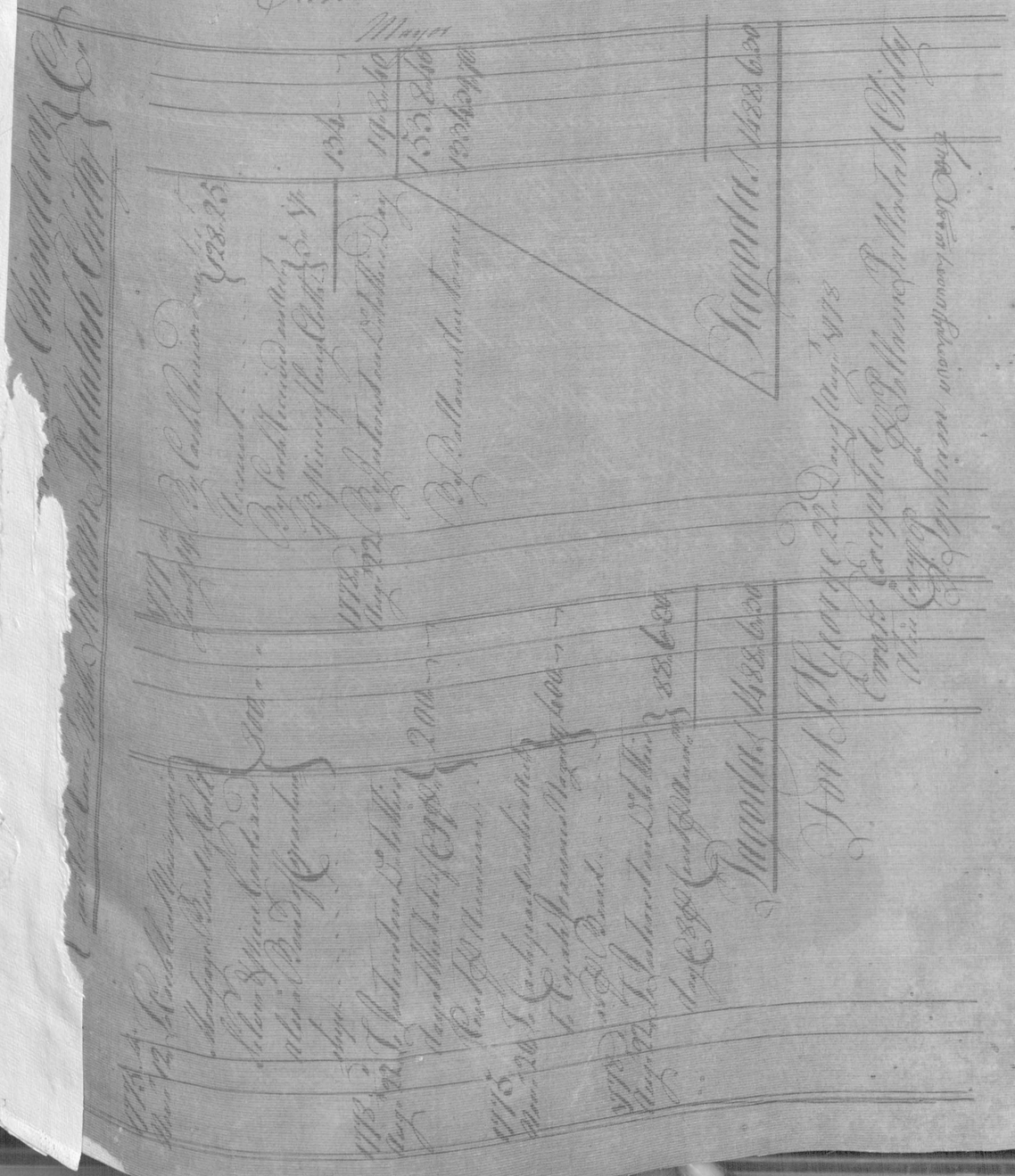
Subscribed and Sworn by the Sheriff of Scotland George
Lowrie of Madrapatnam and the Residue thereof Personally to be
and Appear before this Honble Court at Fort Saint George and Place to
by this Honble Court prescribed and Appointed then and there to
Answer this Your Orator Bill of Complaint and further to stand
to and Abide by such Order and Decree therein as to this Honble
Court shall Seem Meet

S. Pynthon
Attorney for the Complainant

25th Augt 1748

This Bill was Sworn to me in Court
this Day of Augt Seventeen Hundred
& Forty Eight

James Call



and Receivers of the said Ch: Chitty, Mar: Chitty and Chung Leong Chitty
their Heirs Executors and Administrators the Money due or to
become due to the said Account Current and for which payment thereof
he the said Joseph De Silva their Heirs Executors and Administrators
do Sue for and Recover the Same and on Payment thereof to
Deliver up the said Account Current and Give Sufficient Release
or Discharge thereof or to or more Attorney or Attorneys under him
to Constitute and what he or the said Joseph De Silva or his
Attorney or Attorneys under him shall Lawfully do in the Premises
he the said Pellam Pallaty Chitty doth hereby Allow and
Confirm and the said Pallaty Pallaty Chitty doth Covenant
with the said Joseph De Silva that the said Pellam Pallaty
Chitty Hath not Received nor will Receive the said Money Due
or to become due upon the said Account Current or any part thereof
Neither shall or will Release or Discharge the same or any part
thereof but shall & will do all Lawful & Reasonable things for
the Recovery thereof the said Joseph De Silva saving thereand
Pellam Pallaty Chitty Harmless from any Costs
that may happen to be thereby put to Whereof the
said Pellam Pallaty Chitty hath hereunto set his hand
and Seal the Eighteenth day of August
in the Year of Our Lord One Thousand Seven Hundred and
Seventy Eight

Pellam Pallaty Chitty (L.S.)

Signed Sealed and Delivered
in the presence of Stamp 1/ Paymt to be
Endorsed thereon
as Witness
Signature

A True Copy
J. Leyden

(874)

Mayors Court
Madraspatnam

In the Year of our Lord
One Thousand

Present

The Hon.ble James Call Esqr. Mayor
Edwd. Garrow and William Webb
Aldermen

Between Shaik Myah Saib
of Madraspatnam Inhabitant
and Chikilly Ma Callian
Chingleput Chilly Planter
Husband Defendant

Appearing by this Record
Court that the Plaintiff
Action the Complainant Petition
This Court Ordered
Defendant
Ordered
Pay unto the Complainant the Sum
Thousand Three Hundred and Eighty
Fanams and Twenty Cash
with Interest
Defendant

(8757)

202.

Ent.d the 23.d Feby 1778

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

Humbly Complaining Sheweth unto
this Hon.ble Court Your Orator Nanniyah Dallah Pergiah by his
Attorney Anthony De Rozario of Madras Inhabitant That
Shaik Myah Saib and Sabo Myah Saib of Chilly as Aforesaid
but at Present of Madras Inhabitant stand Indebted unto
Your Orator in the Sum of One Thousand Three Hundred and
Ninety One Pagodas Two Fanams and Fifty Six Cash Current
Money of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for Every Pagoda the Sum of Seventy
Six Pounds and Eight Shillings or thereabouts as Appears Particulars
and at Large by an Account Current Particulars hereunto
Annexed for the Payment of this Hon.ble Court to which Your Orator
Refers for the Compleat Answer of this his Bill of Complaint and
Stage may be Allowed Part of this his Bill of Complaint and
Whereas Your Orator hath frequently and often Demanded
Manner by and Payment from the said Shaik Myah Saib and
Sabo Myah Saib of the said Sum of One Thousand Three Hundred
One Pagodas Two Fanams and Fifty Six Cash

But Combining and Confederating Together to Defraud
Court the said Shaik Myah Saib and Sabo Myah Saib Obstinately
Refuse and Willfully Refuse to pay the same to Your Orator any
Part Whereof Tho' Your Orator hath Frequently Demanded
Manner of Satisfaction for the Same Your Orator therefore
Prays a Writ of Subpoena to this Hon.ble Court shall Appear
Directed to the Defendants Commanding Them Personally
Equity and Good Conscience To the End Therefore
that

(878)

Know all Men by these Presents that We Thomas Lewis of Williamsburg
County Marion State of South Carolina Planter and Solomon Lyons of the
City of Charleston Merchant and State aforesaid are held and firmly bound
unto His Excellency Thomas Pinckney Governor and Commander in Chief in
and over the said State for the time being and his Successors in the Sum of
Twenty Thousand Pounds Current Money of the said State to be paid to the
said Governor or his Successors for the time being for which Payment well
and truly to be made We bind ourselves our Heirs Executors and Administrators
jointly and severally firmly by these Presents Sealed with our Seals and dated
this Twenty Sixth day of February in the Year of our Lord One Thousand
Seven Hundred and Seventy Eight and in the Third Year of the Independence
of the United States of America

The Condition of the above Obligation is such that whereas the above bounden
Thomas Lewis hath obtained Letters of Administration from the Ordinary of
the District of Cheraws in the State aforesaid to administer upon the Estate
and Effects of Thomas Lewis late of Williamsburg County aforesaid Planter
deceased and hath given Bond with the above bounden Solomon Lyons as
Security for the faithful Discharge of the Trust reposed in him as Administrator
aforesaid Now if the said Thomas Lewis shall make a true and perfect Inventory
of all and singular the Goods Chattels Rights and Credits of the said Deceased
which have or shall come to the Hands Possession or Knowledge of him the said
Thomas Lewis or into the Hands and Possession of any other Person or Persons
for him and the same so made shall exhibit or cause to be exhibited into the
Office of the Ordinary for the District aforesaid at or before the Twenty Sixth
day of February which will be in the Year of our Lord One Thousand Seven
Hundred and Seventy Nine and shall well and truly administer the said Estate
according to Law and make a just and true Account of his Administration to the
Ordinary for the District aforesaid at or before the Twenty Sixth day of February
which will be in the Year of our Lord One Thousand Seven Hundred and Eighty
One and all the Rest and Residue of the said Estate shall deliver and pay unto
such Person or Persons respectively as the said Ordinary by his Decree or Sentence
pursuant to the Law and Custom of the State aforesaid shall appoint and the
Time being limited by the Law for Creditors to bring in and prove their Debts
against the said Estate shall expire and moreover if the said Thomas Lewis
shall well and truly observe perform fulfil keep and obey the Order Judgment
and Decree of the Ordinary for the District aforesaid for the time being touching
the Premises and all Things relating thereto and the same Order Judgment and
Decree Sentence or Decrees either final or interlocutory given or to be given by
the said Ordinary or his Successors in any Manner or Form he or they are or
shall be required to perform and keep the above Obligation to be void and of
none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Thomas Lewis
Solomon Lyons

Know all Men by these Presents that We Thomas Lewis of Williamsburg
County Marion State of South Carolina Planter and Solomon Lyons of the
City of Charleston Merchant and State aforesaid are held and firmly bound
unto His Excellency Thomas Pinckney Governor and Commander in Chief in
and over the said State for the time being and his Successors in the Sum of
Twenty Thousand Pounds Current Money of the said State to be paid to the
said Governor or his Successors for the time being for which Payment well
and truly to be made We bind ourselves our Heirs Executors and Administrators
jointly and severally firmly by these Presents Sealed with our Seals and dated
this Twenty Sixth day of February in the Year of our Lord One Thousand
Seven Hundred and Seventy Eight and in the Third Year of the Independence
of the United States of America

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Thomas Lewis hath obtained Letters of Administration from the Ordinary of
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and Effects of Thomas Lewis late of Williamsburg County aforesaid Planter
deceased and hath given Bond with the above bounden Solomon Lyons as
Security for the faithful Discharge of the Trust reposed in him as Administrator
aforesaid Now if the said Thomas Lewis shall make a true and perfect Inventory
of all and singular the Goods Chattels Rights and Credits of the said Deceased
which have or shall come to the Hands Possession or Knowledge of him the said
Thomas Lewis or into the Hands and Possession of any other Person or Persons
for him and the same so made shall exhibit or cause to be exhibited into the
Office of the Ordinary for the District aforesaid at or before the Twenty Sixth
day of February which will be in the Year of our Lord One Thousand Seven
Hundred and Seventy Nine and shall well and truly administer the said Estate
according to Law and make a just and true Account of his Administration to the
Ordinary for the District aforesaid at or before the Twenty Sixth day of February
which will be in the Year of our Lord One Thousand Seven Hundred and Eighty
One and all the Rest and Residue of the said Estate shall deliver and pay unto
such Person or Persons respectively as the said Ordinary by his Decree or Sentence
pursuant to the Law and Custom of the State aforesaid shall appoint and the
Time being limited by the Law for Creditors to bring in and prove their Debts
against the said Estate shall expire and moreover if the said Thomas Lewis
shall well and truly observe perform fulfil keep and obey the Order Judgment
and Decree of the Ordinary for the District aforesaid for the time being touching
the Premises and all Things relating thereto and the same Order Judgment and
Decree Sentence or Decrees either final or interlocutory given or to be given by
the said Ordinary or his Successors in any Manner or Form he or they are or
shall be required to perform and keep the above Obligation to be void and of
none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered
in the Presence of
Thomas Lewis
Solomon Lyons

(1880)

Mayor's Court

Madrasapatnam

Present

James Call Esquire Mayor

George Proctor and Edward Stephenson

Aldermen

Between Thomas Hodges Gent Attorney for

Reynald Clarke Attorney for

De Rozario of Madrasapatnam Inhabitant

Complainant and Chelliah Agavaram Shark Merchant

Inhabitant and Defendant

It appearing by the Affidavit of the Complainant Reynald Clarke for Himself and the Clerks of the Attorney of the Complainant and Defendant Effects that the Defendant Chelliah Agavaram Shark Merchant Inhabitant of Madrasapatnam was duly served with a Writ of Subpoena issued out of this Court the Thirteenth Day of October and Returnable the Eighteenth Day of October Instant to Answer the Complaint of the Complainant and the Defendant having not appeared thereto nor Answered the Complainants Bill of Complaint although Solemnly Called thereto It is Ordered that the Defendant shall pay unto the Complainant the Sum of Pagodas 1112.56 Fanams Eight Cash Principal and Interest Due on Bond and Costs of Suit to the Complainant Amounting to Pagodas 1124.56 Fanams Eight Cash and in Default thereof that the Defendants Estate and Effects within the Jurisdiction of this Court be Sequestered to Answer the Complainants Demand and Costs of Suit

Present

James Call Esquire Mayor

George Proctor and Edward Stephenson

Aldermen

Between Thomas Hodges Gent Attorney for

Reynald Clarke Attorney for

De Rozario of Madrasapatnam Inhabitant

Complainant and Chelliah Agavaram Shark Merchant

Inhabitant Defendant

It appearing by the Affidavit of the Complainant Reynald Clarke for Himself and the Clerks of the Attorney of the Complainant and Defendant Effects that the Defendant Chelliah Agavaram Shark Merchant Inhabitant of Madrasapatnam was duly served with a Writ of Subpoena issued out of this Court the Thirteenth Day of October and Returnable the Eighteenth Day of October Instant to Answer the Complaint of the Complainant and the Defendant having not appeared thereto nor Answered the Complainants Bill of Complaint although Solemnly Called thereto It is Ordered that the Defendant shall pay unto the Complainant the Sum of Pagodas 1112.56 Fanams Eight Cash Principal and Interest Due on Bond and Costs of Suit to the Complainant Amounting to Pagodas 1124.56 Fanams Eight Cash and in Default thereof that the Defendants Estate and Effects within the Jurisdiction of this Court be Sequestered to Answer the Complainants Demand and Costs of Suit

(1881)

Mayor's Court

Madrasapatnam

(1st)

Present

James Call Esquire Mayor

George Proctor and Edward Stephenson

Aldermen

Between Thomas Hodges Gent Attorney for

Reynald Clarke Attorney for

De Rozario of Madrasapatnam Inhabitant

Complainant and Chelliah Agavaram Shark Merchant

Inhabitant Defendant

It appearing by the Affidavit of the Complainant Reynald Clarke for Himself and the Clerks of the Attorney of the Complainant and Defendant Effects that the Defendant Chelliah Agavaram Shark Merchant Inhabitant of Madrasapatnam was duly served with a Writ of Subpoena issued out of this Court the Thirteenth Day of October and Returnable the Eighteenth Day of October Instant to Answer the Complaint of the Complainant and the Defendant having not appeared thereto nor Answered the Complainants Bill of Complaint although Solemnly Called thereto It is Ordered that the Defendant shall pay unto the Complainant the Sum of Pagodas 1112.56 Fanams Eight Cash Principal and Interest Due on Bond and Costs of Suit to the Complainant Amounting to Pagodas 1124.56 Fanams Eight Cash and in Default thereof that the Defendants Estate and Effects within the Jurisdiction of this Court be Sequestered to Answer the Complainants Demand and Costs of Suit

Fort St. George 4th May 1778

To the Honble the Mayor &

Court at Madrasapatnam

Humbly Complaining Sheweth unto

this Honble Court Your Orator Subramanyah Mudeliar

by his Attorney Matthew De Rozario of Madrasapatnam Inhabitant

that Chelliah Agavaram Shark Merchant Inhabitant of the same place

is Indebted unto Your Orator in the Sum of Pagodas Forty four

and just Sums of Forty four Pagodas Current Money of

Madras Making and Sterling Money of Great Britain

at the Rate of Eight Shillings for every Pagoda the Sum of Seventeen

Pounds and Fourteen Shillings or thereabouts as will more fully

and at Large Appear by an Account Current and Date by Oath

of the Complainant as Book or Allegation and Your Orator

came to Your Orator by the said Chelliah Agavaram Shark Merchant

on the Sixth Day of September which was in the Year of

Our Lord One Thousand Seven Hundred and Seventy four and

was Demanded for the Satisfaction of this Honble Court but

which Your Orator hope may be Allowed as part of the Debt

Bills of Complaint and Whereas Your Orator hath frequently

and in Reasonable Manner required Payment of the said Sum

of Forty four Pagodas from the said Chelliah Agavaram Shark Mer-

chant Yet Now Combining Confederating and Intending

Unjustly and Wrongfully to Defraud Your Orator of the

Same Sum of Pagodas Forty four Pagodas Current Money

of Madras Making and Sterling Money of Great Britain

at the Rate of Eight Shillings for every Pagoda the Sum of Seventeen

Pounds and Fourteen Shillings or thereabouts as will more fully

and at Large Appear by an Account Current and Date by Oath

of the Complainant as Book or Allegation and Your Orator

came to Your Orator by the said Chelliah Agavaram Shark Mer-

chant

[illegible] Court shall Appear Personally to Entry and Prosecute
[illegible] Action [illegible] Thousand Dollars Against Hosiah Mar-
[illegible] Court shall Appear Personally to Entry and Prosecute
[

Dated the 10th Sept. 1787

I Chellian Appanna Shark. Mun Sait of Pennaloo
Jurisdiction Obligation to Sorbanneygah Mondellian Dubash
Cyst. Magell Commanding Officer of Pennaloo Fort
of the same Place or his Lawful Deputy Sum
and Receive of Woodlier Sorbanneygah Pagodas Current
Money of Madras or the Value thereof in Pagodas
Dollars or Fanams as may be most Convenient
Demand with the Interest as may become Due thereon
after the Rate of 12 per Cent. per Annum. As Witness
Current Seal Sorbanneygah Mondellian Dubash
Subscribed Attorney Sealed Delivered and Executed
Signed

(Signed)
The Mark of Shark Mun

Chingalamma
Munigapady

Mun Dubash Sorbanneygah Mondellian Dubash
Malabar Language by Sorbanneygah Mondellian Dubash

(884)

207 (885)

To all to Whom these Presents shall Come Greeting
Whereas Chellian Appanna Shark Mun Sait of Madras Jurisdiction
aforesaid by One Bond or Obligation Bearing Date the Ten & Eleventh Day of
September which Bond is in the Year of Our Lord One Thousand Seven
hundred and Seventy two became bound to Sorbanneygah Mondellian
of the same Place Dubash in the full and just Sum of Thirty
Pagodas Current Money of Madras Conditioned to be paid on or
before the Twelfth Day of February in the Year One Thousand Seven
Hundred and Seventy three Sicca Weight Pagodas Current
Demand with Interest as may become Due thereon after the
Rate of Seven per Cent per Annum As by the said Bond and
Condition thereof may Appear And Whereas Thereupon Due
upon the said Bond the Sum of Forty four Pagodas for the
Principal Bond Interest so due thereon Bond. Nonpayment
Whereas Sorbanneygah Mondellian for a Valuable Consid-
eration Dubash in Hand paid by Sorbanneygah Mondellian
Subscribed Witness to the Signing and Delivery of these Presents
the Receipt Whereof he doth Hereby Acknowledge Sorbanneygah Mondellian
Do Hereby Make Ordain Constitute and Appoint the said Sorbanneygah Mondellian
his Lawful Attorney for him and in his Name to Ask Demand Sue for
and Receive unto the said Sorbanneygah Mondellian Bond
and Interest Principal Obligation and the Money Due thereupon
Giving and Hereby Granting unto the said Sorbanneygah Mondellian
full Power Authority and Lawful Right to Use Name and Employ
all Writs Suits and Executions for the Recovering
Thousand Sorbanneygah Mondellian for the Consideration
aforesaid Ratifying Allowing and Confirming all and whatsoever
our said Attorney shall Lawfully Do or Cause to be Done in and
about the Premises by Virtue of these Presents In Witness whereof

Regina the Executor and Administratrix &c. and Lawfully Attorney and Attorneys Generall for him and in his Name and in the Name and names of his Executor and Administratrix for the Use and Benefit of the said Nathan Regina his Executor Administratrix and Assigns to Ask Require Demand and Receive of the said Esther Agarum Shaik Mee Inhabitant and Planter of the said Island Esther Agarum Shaik Mee Inhabitant Executor and Administratrix the Money Due and to become due on the said Bond or Obligation and every Payment thereof and the said Bond or Obligation and every Payment thereof to the said Nathan Regina his Executor and Administratrix for his Use for and Benefit of the said Nathan Regina his Executor and Administratrix and Assigns and upon Default of Payment of the Money Due on the said Bond or Obligation and every Payment thereof to the said Nathan Regina his Executor and Administratrix for his Use for and Benefit of the said Nathan Regina his Executor and Administratrix and Assigns the said Esther Agarum Shaik Mee Inhabitant Executor and Administratrix and every of them to Sue Prosecute and Implead to Recover and Obtain Judgment and Execution against the said Esther Agarum Shaik Mee Inhabitant Executor and Administratrix and every of them in any Court whatsoever for the said Nathan Regina his Executor and Administratrix for his Use for and Benefit of the said Nathan Regina his Executor and Administratrix and Assigns and upon Recovery thereof and Obtaining Judgment and Execution thereupon to Sue out and Prosecute Writs of Error and Appeal and Appeals and Writs of Error and Appeal and Appeals to Reverse Annull and Make Void such Judgment and Judgments Execution and Executions as shall be had or given upon the said Bond or Obligation and every Payment thereof and upon Reversal Annulling and Making Void such Judgment and Judgments Execution and Executions as aforesaid to Sue for Demand Recover and Receive of and from the said Esther Agarum Shaik Mee Inhabitant Executor and Administratrix the Money Due and to become due on the said Bond or Obligation and every Payment thereof and upon Default of Payment of the Money Due on the said Bond or Obligation and every Payment thereof to

(888.)

Sworn in Court 21st Sept 1791

In the Vice Admiralty Court.

Humble Complaining Shewith

Humbly Complaining Shewith unto Your Honour Jeremy Isbell Esqr Judge of the Vice Admiralty Court of the Island of Saint Vincent and Thomas Pilkington Esqr Marshal of the said Court that Whereas Thomas Pilkington Esqr Marshal of the said Court by Virtue of a Warrant to him directed from the Judge of the said Court bearing Date the Twenty Second day of August last past did Arrest and take into Custody a Certain Schooner called the Betsey Mary of Boston Burthen about Eighty Tons Navigated with Seven Men and Mounted with Four Carriage Guns and Two Swivels Together with her Boat Tackle Apparel and Furniture and Cargo on board Consisting of Sundry Packages of Dry Goods Provisions and Lumber as the Property of Messrs Thomas Russell & Co Merchants of Boston aforesaid and the same Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid hath ever since been and still is detained in the Custody of the said Marshal for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof and Whereas Your Complainant hath Reason to believe that the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid will become Liable to Condemnation in this Court for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof Your Complainant therefore Humbly Prays that Process in Due Form of Law according to the Course of this Court may Issue against the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid and against all Persons Claiming or Pretending to Claim the same or any Part thereof to Cite and Admonish them to Appear in this Court on the Fifteenth day of September next Ensuing the Date hereof to Answer the Premises and to Abide such Order and Decree therein as to this Court shall seem Meet And Your Complainant as in Duty Bound will ever Pray &c

Jeremy Isbell

Thomas Pilkington Marshal

(889.)

209

Whereas a Libel hath been Exhibited in this Court on the Twenty Second day of August last past by Jeremy Isbell Esqr Judge of the Vice Admiralty Court of the Island of Saint Vincent and Thomas Pilkington Esqr Marshal of the said Court against a Certain Schooner called the Betsey Mary of Boston Burthen about Eighty Tons Navigated with Seven Men and Mounted with Four Carriage Guns and Two Swivels Together with her Boat Tackle Apparel and Furniture and Cargo on board Consisting of Sundry Packages of Dry Goods Provisions and Lumber as the Property of Messrs Thomas Russell & Co Merchants of Boston aforesaid and the same Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid having been Seized by the said Thomas Pilkington Esqr Marshal as aforesaid for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof and Whereas the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid hath ever since been and still is detained in the Custody of the said Marshal for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof and Whereas Your Complainant hath Reason to believe that the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid will become Liable to Condemnation in this Court for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof Your Complainant therefore Humbly Prays that Process in Due Form of Law according to the Course of this Court may Issue against the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid and against all Persons Claiming or Pretending to Claim the same or any Part thereof to Cite and Admonish them to Appear in this Court on the Fifteenth day of September next Ensuing the Date hereof to Answer the Premises and to Abide such Order and Decree therein as to this Court shall seem Meet And Your Complainant as in Duty Bound will ever Pray &c

Jeremy Isbell

Thomas Pilkington Marshal

Sworn in Court 21st Sept 1791

In the Vice Admiralty Court.

Humble Complaining Sheweth unto Your Honour Jeremy Isbell Esqr Judge of the Vice Admiralty Court of the Island of Saint Vincent and Thomas Pilkington Esqr Marshal of the said Court that Whereas Thomas Pilkington Esqr Marshal of the said Court by Virtue of a Warrant to him directed from the Judge of the said Court bearing Date the Twenty Second day of August last past did Arrest and take into Custody a Certain Schooner called the Betsey Mary of Boston Burthen about Eighty Tons Navigated with Seven Men and Mounted with Four Carriage Guns and Two Swivels Together with her Boat Tackle Apparel and Furniture and Cargo on board Consisting of Sundry Packages of Dry Goods Provisions and Lumber as the Property of Messrs Thomas Russell & Co Merchants of Boston aforesaid and the same Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid hath ever since been and still is detained in the Custody of the said Marshal for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof and Whereas Your Complainant hath Reason to believe that the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid will become Liable to Condemnation in this Court for the Recovery of the Penalties and Forfeitures Incurred by the Seizure thereof Your Complainant therefore Humbly Prays that Process in Due Form of Law according to the Course of this Court may Issue against the said Schooner Boat Tackle Apparel and Furniture and Cargo on board Consisting as aforesaid and against all Persons Claiming or Pretending to Claim the same or any Part thereof to Cite and Admonish them to Appear in this Court on the Fifteenth day of September next Ensuing the Date hereof to Answer the Premises and to Abide such Order and Decree therein as to this Court shall seem Meet And Your Complainant as in Duty Bound will ever Pray &c

Jeremy Isbell

Thomas Pilkington Marshal

Know all Men by these Presents that we Thomas Pullen
Cooper Thomas Pullen Cooper and Thomas Pullen Cooper
all of the Island of Madras in the East Indies are held and firmly bound unto
Sir Thomas Rumbold Baronet Governor and Sir Edward Hughes Knight
Commander of the Bath Admiral of the Blue and Commander in Chief of His
Majesty's Ships in the East Indies and Thomas Parry Esquire Accountant
General of the Island of Madras aforesaid in the Sum of Two Thousand
Pagodas to be paid to the said Governor Admiral Commander in Chief and
Accountant General or their Successors in their Offices for the Time being
for the Payment whereof well and truly to be made we bind ourselves and
each of us by himself for the whole our and each of our Heirs Executors
and Administrators jointly severally and firmly by these Presents Sealed
with our Seals and dated this 1st Day of October in the Year of our Lord
1778 and in the Eighteenth Year of the Reign of our Sovereign Lord
George the Third by the Grace of God of Great Britain France and Ireland
King Defender of the Faith &c.

The Condition of this Obligation is such that if the above bounden
Thomas Pullen Cooper Thomas Pullen Cooper and Thomas Pullen Cooper
their Heirs Executors or Administrators or any of them do and shall well
and truly pay or cause to be paid unto the above named Governor Admiral
Commander in Chief and Accountant General or their Successors in their
Offices for the Time being the Sum of One Thousand Pagodas on or before
the First Day of October which will be in the Year of our Lord 1779 then
this Obligation to be void and of none Effect or else to remain in full Force
and Virtue.

Sealed and Delivered in the Presence of
Thomas Pullen Cooper
Thomas Pullen Cooper
Thomas Pullen Cooper

Received the Day and Year above written of the above bounden Thomas
Pullen Cooper Thomas Pullen Cooper and Thomas Pullen Cooper the Sum
of One Thousand Pagodas in full of the above Bond

Thomas Pullen Cooper
Thomas Pullen Cooper
Thomas Pullen Cooper

Fort St George Madras 1st October 1778

Received the Day and Year above written of the above bounden Thomas
Pullen Cooper Thomas Pullen Cooper and Thomas Pullen Cooper the Sum
of One Thousand Pagodas in full of the above Bond

Thomas Pullen Cooper
Thomas Pullen Cooper
Thomas Pullen Cooper

Fort St George Madras 1st October 1778

Know all Men by these Presents that we Thomas Pullen Cooper Thomas
Pullen Cooper and Thomas Pullen Cooper all of the Island of Madras in the
East Indies are held and firmly bound unto Sir Thomas Rumbold Baronet
Governor and Sir Edward Hughes Knight Commander of the Bath Admiral
of the Blue and Commander in Chief of His Majesty's Ships in the East
Indies and Thomas Parry Esquire Accountant General of the Island of
Madras aforesaid in the Sum of Two Thousand Pagodas to be paid to the
said Governor Admiral Commander in Chief and Accountant General or
their Successors in their Offices for the Time being for the Payment
whereof well and truly to be made we bind ourselves and each of us by
himself for the whole our and each of our Heirs Executors and
Administrators jointly severally and firmly by these Presents Sealed with
our Seals and dated this 1st Day of October in the Year of our Lord 1778
and in the Eighteenth Year of the Reign of our Sovereign Lord George the
Third by the Grace of God of Great Britain France and Ireland King

Signed Sealed and Delivered
in the Presence of

Jno Cuningham

Council Chamber

A True Copy
P. Pelham

Mayor's Court
Wednesday

Tuesday the 24th Day of November
Anno Domini 1778

L.S.

Mayor's Court

Present

James Call Esquire Mayor
George Proctor and Edwd. John Holland
Aldermen

Between Henry Lawrey
by his Attorney John Quigley of Madras
Inhabitant Gunsmith and
Alexander Pollock of the same place
Inhabitant Defendant

In Appearing by the Records of this Court
that the Usual Rule has issued for the Defendant to Answer the
Complainants Bill which is Expired Upon this Court
Motion for Process Ordered Upon and Due and the Defendant
Order and Due that the Defendant shall pay unto the Complts
and this full and just Sum of Two Hundred and Twenty
Two Pagodas Twenty Seven Fanams and Fifty Cash Pags
222 27 50 Together with all such Interest as may become
hereafter Due thereon and the full Payment be made
also all Costs of this Suit

By Court

(894.)

To the Honble the Chief Baron and the rest of the Barons of His Majesties Court of Exchequer

Humbly Complaining Shew to the Honble Court Your Orator Thomas Bellamy of Lt. Georges Cay in the Island of Jamaica Gentleman That James Taylor George Savage Andrew Majendie and James Calloway all of the Parish of St. Andrew in the said Island Gentlemen are justly and truly indebted unto Your Orator in the full and just Sum of Twenty Thousand four Hundred and Two Pounds Current Money of Jamaica making in Sterling Money of Great Britain the Sum of Eight Hundred and Sixty Pounds Sterling Money and the Interest thereof from the Day of Exhibiting the Bill of Complaint in this Honble Court for the Sum of Eight Thousand One Hundred and Sixty Pounds Sterling Money and the Interest thereof from the Day of Exhibiting the Bill of Complaint in this Honble Court for the Sum of Twenty Thousand four Hundred and Two Pounds Current Money of Jamaica aforesaid

Mayor's Court } Tuesday the 22d Day of September
Hustings } Anno Domini 1778

Present

L.S. James Call Esquire Mayor
George Proctor and Edm.d John Holland
Aldermen

Between Robert Thorpe
Lieut.t and Surgeon Complainant
and James Taylor, George Swaine
Andrew Reynolds and James Call
Attorneys plaintiffs Merchants Defendants

Upon Reading the Record of this Court
& Appearing by the Defendants Attorneys that
the usual Rule hath been for the Defendants to Answer this
Complainants Bill which hath this Morning been read in this Court
& the Same seen Filed & the Order and Demand Made Recording to Order
& the Same seen Filed & the Order and Demand Made Recording to Order
and Demand that the Defendants shall pay unto the Complainant
the full and Just Sum of Twenty Thousand four Hundred and Two
Pounds and Thirty Nine Shillings Virginia Money for the Debt
with Interest for the same and the Damages for the Detention
and Costs of Suit

Test Clk

(898)

13th Augt 1778

To the Honble the Judges
of the Court of Admiralty

Humble Complaining

Shewith and
Humbly Complaining Sheweth unto Your Honble Court Your Orator Cudgah by Name a Native Indian Boy of the Coast of Malabar Subject to the Rajah of Travancore and Cochin and Vassal to the Honble United East India Company and now Resident at Madras aforesaid That Your Orator on the Coast of Malabar aforesaid Was Born of Free Parents and Lived with them and Others his Relations and Friends in the Country aforesaid Where he Was Brought up in the Religion of the Gentoos and Followed the Occupation of Husbandry and Planting Pepper and Cocoa Nuts and Was Married to a Native Woman and Had Children by her and Lived in Good Credit and Reputation among his Neighbours and Friends and Was Possessed of Considerable Property in Cattle and Household Goods and Was Also Entitled to Certain Lands and Gardens Which Descended to him from his Father and Mother and Other Relations and Ancestors and Which Lands and Gardens Were Held by Him and Them of the Rajah of Travancore and Cochin aforesaid Under Certain Annual Rents and Services Payable to the Rajah aforesaid and Which Lands and Gardens Were Cultivated by Your Orator and Others Under Him and Them and Produced Pepper and Cocoa Nuts and Other Fruits and Vegetables Which Were Sold and Disposed of by Your Orator and Others Under Him and Them and Produced Considerable Profits and Emoluments to Your Orator and Others Under Him and Them and Your Orator Further Sheweth unto Your Honble Court That Your Orator Being Desirous of Improving his Circumstances and Seeing Others Who Had Gone to Madras aforesaid Return Home Rich Was Induced to Go to Madras aforesaid in Hopes of Getting Employment and Making a Fortune and Accordingly Your Orator Left his Native Country and Went to Madras aforesaid Where he Arrived in the Year 1776 and Soon Afterwards Entered into the Service of the Honble United East India Company as a Soldier and Was Appointed to Do Duty with the Company's Troops Then Serving in the Carnatic and Was Accordingly Sent to Join the Army Then Under the Command of Lieutenant General Sir Hector Munro Bart and Was Present at the Battle Fought with Hyder Ally Cawn on the Plains of Perambaukum on the 10th of July 1778 and Was Wounded in the Left Leg by a Musket Ball and Lost a Great Deal of Blood and Was Carried off the Field of Battle and Sent to the Hospital at Conjeveram and Was There Under the Care of the Surgeons Belonging to the Hospital for Some Time and Was Afterwards Sent to Madras aforesaid and Was Admitted into the Hospital at Madras aforesaid Where he Remained Under the Care of the Surgeons Belonging to the Hospital for Some Time and Was Afterwards Discharged from the Hospital as Cured and Was Ordered to Do Duty with the Company's Troops Then Doing Duty at Madras aforesaid and Was Accordingly Sent

(950.)

Know All Men by these Presents that I Edward Pinckney of Madras Inhabitant
Whereas Edward Pinckney of Madras Inhabitant
for Diverse Moneys borrowed of the Right Honble Joseph Dupleix Esqr
Governor and Chief of Pondicherry and Dependencies thereof
Stands Indebted to the said Joseph Dupleix Esqr in the Sum of
Sicca Rupees Current Money of the Coast of Coromandel
with Interest for the same at the Rate of Twelve per Cent per Annum
that the said Edward Pinckney for a Valuable Consideration
to him paid by the said Joseph Dupleix Esqr
the Sealing and Delivery of these Presents the receipt whereof
the said Edward Pinckney doth hereby Acknowledge
Assigned and Set over and by these presents doth Assign
Debt Interest and Demand for the same
part thereof the said Edward Pinckney
Hath made Constituted and Appointed and by these Presents
Make Constitute and Appoint the said Joseph Dupleix
Executors and Administrators his true and lawful Attorney
Attorneys irrevocable for him and in his Name and Stead
and Name of the Executors and Administrators but for the
proper use and benefit of the said Joseph Dupleix his
Administrators and Assigns to ask Require Demand and Receive
of the said Edward Pinckney his Executors and Administrators
before the Day due for the Payment thereof the said Debt
and on the payment thereof to the said Joseph Dupleix
Executors and Administrators or Assigns Discharge
Executors and Administrators

(951.)

Most Attorney or Attorneys under him to Constitute and Substitute one
in his said Joseph Dupleix his Attorney or Attorneys under himself
Lawfully do in the premises hereby the said Edward Pinckney doth hereby allow
and Assent and the said Edward Pinckney doth Covenant with the said
Joseph Dupleix that the said Edward Pinckney will
become the said Money due for the Ballance of the said Account
or any part thereof neither shall or will Hinder or Discharge the
same or any part thereof but will and allow all lawful Power
ings for Recovering thereof the said Joseph Dupleix his Executors and
Edward Pinckney his Executors and
Administrators harmless of and from any Cost that may happen to them
thereof In Witness whereof the said Edward Pinckney hath hereunto
set his hand and Seal this Madras the Second day of August in the
Year of Our Lord One Thousand Seven Hundred and Seventy Eight

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

A Joseph Dupleix

(902)

Mayor's Court at Madrespatnam } Tuesday the 2nd Day of June Anno Dominy

Present

James Call Esquire Mayor
John Lewin — George Proctor
Edm. John Holland — Peter Perkins
George Taswell — Edward Garrow
Edward Saunders — William Hird
Aldermen

Benjn. Guy Esq. Sheriff

In the Allowance of the Bill of Costs Exhibited by the Defendants Attorney against the Plaintiff in the Cause between Ramasawmy Mudelly Plaintiff and Thomas Parker Esq. Defendant

It is Ordered by the Court that the Defendants Attorney be allowed the Sum of Pagodas Two Hundred and Fifty Eight 258 in full of his Bill of Costs and Charges in the Cause between the Parties aforesaid and that the Plaintiff do pay the same to the Defendants Attorney accordingly

(903)

Filed 16th November 1773

To the Honble the Mayor's Court at Madrespatnam

Humbly Complaining Sheweth unto the Honble Your Orator Ramasawmy Mudelly Shroff of Madras Merchant by his Attorney John Stables of the said Place Inhabitant that Avalore Nowanadar Shanboga also of the same Place Merchant Stands justly and truly indebted unto Your Orator in the Sum of Pagodas Two Thousand Seven Hundred and Fifty Eight Pagodas Twenty three Fanams and Eight Cash Current Money of Madras Making and Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Eleven Hundred and Four Pounds One Shilling and upwards as will more fully and at Large Appear by the Ballance of an Account Current Arising upon Two Mortgage Bonds Four Translations writings and the said Account Current Together with the Assignment or Grant for the same with the Power of Attorney and Covenants Remain for the inspection of this Honble Court as by which Your Orator prays may be Admitted as part of this Your Orator's Bill of Complaint And Whereas Your Orator hath frequently and instances demandable Manner Requested Payment from the said Avalore Nowanadar Shanboga of the said Sum of Pagodas Two Thousand Seven Hundred and Fifty Eight Pagodas Twenty three Fanams and Eight Cash But now May it please this Honble that Honble Court the said Avalore Nowanadar Shanboga Obstinately and Wilfully Refuse to pay the same to Your Orator to the great Damage of Your Orator and Contrary to Equity and Good Conscience In Tender Consideration whereof and for as much as Your Orator is remediless in the Premises save by the Aid and Assistance of this Honble Court to which Your Orator flies for Relief and Humbly Prays that the said Avalore Nowanadar Shanboga may be Obliged to Answer the Premises and Stand to and Abide such Order and Decree therein as to this Honble Court shall Appear agreeable to Equity

(935)

Interest at the Rate of 12 ℔ Cent ℔ Annum upon the Said Shares Given this Mortgage
Bond with Mutual Consent Witnesses Covenanted Vencayee and Venicatarayloo by
their Knowledge Drawn and Signed by me

Vesawanada Shastreloo

Witnesses
(Signed)
Vencayee
Venicatarayloo

A True Translation Cannot Errors can be taken from the
Original Tamboo Language by Sobrayalu Sworn Court Interpreter

Jno. Bromley
Attorney for the Complainant

I Sadasiva Viswanada Shastrelu Do Give this Mortgage Bond to
Hanabally Shanmukhiah the Said Sayer and Urgent Peremptory Shares Mortgaged
ged the Yearly Two Villages and Hereditary belonging to the same and
which Said Villages Situated at Poyasoor Sermapaukamakanoor
County called Catheroodu and Another Village at Kanjavaram Jemmina
ganoor and County called Dwarambakam upon which Said Two Villages
Shares Burnt and Accord of Year the Sum of Seven Hundred and
Eighty Star Pagodas which Sum is Payable on Demand with Interest at
the Rate of 12 ℔ Cent ℔ Annum This Shares given this Mortgage
Bond with Mutual Consent Witnesses Covenanted Vencayalu and Cansoopally
Vencayalu by their Knowledge Drawn and Signed by me

Vesawanada Shastreloo

Witnesses (Signed)
Vencayee
Cansoopally Vencayah

A True Translation Cannot Errors can be taken from this
Original Tamboo Language by Sobrayalu Sworn Court Interpreter

Jno. Bromley
Attorney for the Complainant

Dr. Cutlore Nemanada Shastreeloo and Wife in Account Current with Ramchally Shamiah

1775					1775			
June	10	To Cash Lent and Your Honor Mortgaged Bonds of this Date	575	- -	Nov.	10	By Ballance Rec.	1582
1776								
May	10	To Dittoe and Your Note of Hand Mortgaged Bonds of this Date	780	- -				
		To Cash Lent and Purchase by Shroffs on Your Account	121	- -				
Nov.	10	To Exchange to the 10th Nov. from the above Date to the 10th May Next at 2½ per Cent Discount						
		Pgs.	u.	R.	J.	C.		
		575	55	5	235	24		
		780	110	6	66	33	48	282 338
					Pagodas			1582 338
					Madras 10th November 1775			
					Errors Excepted			
					J. C.			

Know all Men by these Presents that I Cutlore Nemanada Shastreeloo Native Commander Inhabitant of Madras Merchant am held and firmly bound unto Ramchally Shamiah Native Inhabitant of Madras Merchant in the Sum of One Thousand Seven Hundred and Twenty Eight Pagodas or Mortgaged Bonds to the Amount of Double the Same to be Paid to the said Ramchally Shamiah his Executors Administrators or Assigns for which Payment well and truly to be Made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this Tenth Day of November in the Fifteenth Year of the Reign of our Sovereign Lord King George the Third over Great Britain &c. and in the Year of our Lord One Thousand Seven Hundred and Seventy Five And Whereas there is Now Due and Owing from me to the said Ramchally Shamiah the Sum of One Thousand Seven Hundred and Fifty Eight Pagodas Three Hundred and Thirty Eight Pagodas as Appears by Account Current Rendered and Settled between us this Day Now Know ye that I the said Cutlore Nemanada Shastreeloo for and in Consideration of the Premises and for the Better Securing the Payment of the said Sum of One Thousand Seven Hundred and Fifty Eight Pagodas Three Hundred and Thirty Eight Pagodas unto the said Ramchally Shamiah his Executors Administrators or Assigns at the Time and in the Manner above Mentioned without Fraud Cavil or Further Delay Have Granted Bargained Sold Assigned Transferred and Set over and by these Presents do Grant Bargain Sell Assign Transfer and Set over unto the said Ramchally Shamiah his Executors Administrators and Assigns all and Singular my Houses Lands Tenements Hereditaments Goods and Chattels Whatsoever and Wheresoever Situate Lying and Being Now Standing Growing Remaining Depending Coming Arising or Accruing Unto Me or Any Person or Persons in Trust for Me or for My Use or Benefit Either in Law or Equity Together with all Deeds Evidences Writings and Writings Obligatory Relating to the Premises or Any Part or Parcel Thereof and Also all the Estate Right Title Interest Property Claim and Demand Whatsoever of Me the said Cutlore Nemanada Shastreeloo of in and to the Premises and Every Part and Parcel Thereof To Have and to Hold Receive Take Perceive Possess and Enjoy All and Singular the Premises Hereby Granted Bargained Sold Assigned Transferred and Set over or Mentioned or Intended so to be unto the said Ramchally Shamiah his Executors Administrators and Assigns to the Only Proper Use and Behoof of the said Ramchally Shamiah his Executors Administrators and Assigns for Ever Without Any Let Suit Trouble Hindrance Molestation Eviction or Disturbance of Me the said Cutlore Nemanada Shastreeloo my Heirs Executors Administrators or Assigns or Any Other Person or Persons Whatsoever Lawfully Claiming or to Claim by from or under Me Them or Any of Them And I the said Cutlore Nemanada Shastreeloo for Myself my Heirs Executors and Administrators do Covenant Promise and Grant to and with the said Ramchally Shamiah his Executors Administrators and Assigns by these Presents in Manner following that is to say That I the said Cutlore Nemanada Shastreeloo my Heirs Executors Administrators or Assigns shall and will Well and Truly Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns the Sum of One Thousand Seven Hundred and Fifty Eight Pagodas Three Hundred and Thirty Eight Pagodas on the Tenth Day of November Now Next Ensuing the Date Hereof without Fraud Cavil or Further Delay And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Date Hereof Until the Principal Sum and Interest Shall be Fully Paid and Satisfied And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and 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Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again And Also shall and will Pay or Cause to be Paid unto the said Ramchally Shamiah his Executors Administrators or Assigns all Such Sum and Sums of Money as he the said Ramchally Shamiah his Executors Administrators or Assigns shall Pay or Cause to be Paid for Me or on My Account for Any Cause Matter or Thing Whatsoever Together with Interest for the Same at and after the Rate of Twelve Pagodas per Cent per Annum from the Time of Payment Thereof by the said Ramchally Shamiah his Executors Administrators or Assigns Until Repaid Again

Wallis also of the same Place Inhabitant do or Before the Sealing and Delivery of these Presents the Receipt whereof he the said Honorable Shamiah Do thereby Acknowledge He the said Honorable Shamiah hath Assigned and hereby Acknowledge He the said Honorable Shamiah hath Assigned and Set over and by these Presents doth Assign and Set over unto the said John Wallis the said Account Current and Mortgage Bonds and the Money &c. Wallis the said Account Current and Mortgage Bonds and the Money &c. Amount Principal and Interest thereupon Due and owing and which shall become Due thereon and all his Right and Interest of in and to the same and every part thereof and the said Honorable Shamiah for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said John Wallis his Executors and Administrators his true and Lawful Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said John Wallis his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Cutlore Nemanada Shastreeloo his Heirs Executors and Administrators the Money due and to become due Under the said Account Current and Mortgage Bonds and every part thereof to the said John Wallis his Heirs, Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Account Current and Mortgage Bonds and Sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and what Power the said John Wallis or his Attorney or Attornies under him shall Lawfully do in the Premises the said Honorable Shamiah doth hereby allow and Affirm and the said Honorable Shamiah doth Covenant with the said John Wallis that he the said Honorable Shamiah shall and will do or cause to be done all and every such further Act or Acts Matter or Thing for the more Effectually Assigning and Transferring the said Account Current and Mortgage Bonds and the Money due thereon unto the said John Wallis his Heirs Executors and Administrators as by the said John Wallis his Heirs Executors or Administrators or his or their Counsel in the Law shall be Reasonably Advised or Required and the said Honorable Shamiah doth hereby Constitute and Appoint the said John Wallis his Executors and Administrators his Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and proper Use and Benefit of the said John Wallis his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Cutlore Nemanada Shastreeloo his Heirs Executors and Administrators the Money due and to become due Under the said Account Current and Mortgage Bonds and every part thereof to the said John Wallis his Heirs, Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Account Current and Mortgage Bonds and Sufficient Releases and Discharges thereof and one or more Attorney or Attornies under him to Constitute and what Power the said John Wallis or his Attorney or Attornies under him shall Lawfully do in the Premises the said Honorable Shamiah doth hereby allow and Affirm and the said Honorable Shamiah doth Covenant with the said John Wallis that he the said Honorable Shamiah shall and will Receive the said Money due or to become due Under the said Account Current or any part thereof Neither shall the Ballance of the said Account Current or any part thereof Neither shall

shall or will Make or Maintain any Claim or Demand
or Claims and Offers of all Law full Proceedings for the Recovery
thereof the said John Matthew Lawing Hereunto Further shall
have or Use and Execution Costs that may happen to Ensue thereby
In Witness Whereof the said Timothy Shewmake hath Hereunto
Set his Hand and Seal in Madras this Fourteenth Day of June
in the Year of Our Lord One Thousand Seven Hundred and
Eight

Signed Sealed and Delivered
in the Presence of
John Maddox

Mayor's Court
Madrasapatnam

Anno Domini

Present

The Honble Nathl. Call Esquire Mayor
John Lewin — George Proctor
Edwd. John Holland — Benjn. Bourchier
George Taswell — Edward Gannon
Edward Saunders — and William Hirst
Aldermen

Between Timothy Shewmake

Inhabitant Complainant and
Joseph Bowman and Thos. Taylor also
of the same place 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 shall pay unto the Complainant
the full and Just Sum of One Thousand Seven Hundred and fifty
Eight Pagodas Twenty three Fanams and Eight Cash Pags. 1758
23. 8 Together with all Such Interest as now is or shall hereafter
become Due thereon and till full Payment be made also all Costs of
this Suit

Decd.

To the Honble the Mayor's
Court at Madrasapatnam

Humbly Complaining Sheweth unto this

Honble Court Your Orator Neils Edwards Mariby of Madras Inha-
bitant by his Attorney Agreeable to Deed of Sale of the same place Inhabitant
That Madoga Weeraballiagaren also of the same place Inhabitant
Stands Indebted unto Your Orator in the full and Just Sum of Four
hundred and fifty Nine Pagodas Seven Fanams and Ten Cash
Current Money of the Madras Making and Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum of
One hundred and Eighty three Pounds and Thirteen Shillings or
thereabouts as will more fully and at large Appear by an Account
Current and due Assignment and Power of Attorney hereunto Annexed

Decd. the 7th Decr 1778

Mott

This Bill was Sworn to and Subscribed
this Day of September A.D. 1818
Before the Court

James Call
Mayor

George Isaac Hoffard
Attorney for the Complainant

(918)

Amount for the Inspection of this Honble Court the which Your Orator humbly hopes and prays the same may be Allowed as part of his Costs in this Cause and prays the same may be Allowed as part of his Costs in this Cause and prays Your Orator further that the Defendant may Answer the Premises and that this Honble Court will be pleased to Decree unto Your Orator the Sum of Four hundred and fifty Pounds Virginia Currency being the Amount of the said Sum of Four hundred and fifty Pounds Virginia Currency and Interest thereon from the Date of the Bond aforesaid and Your Orator as in Duty bound will ever pray &c.

Bill sworn to in Court this 10th day of September 1818

Test Wm. H. Wagner Clk

And the said Defendant having been duly summoned to appear here this day to answer unto the Complainants Bill of Complaint and having failed to do so, on motion of the Complainant by his Attorney it is ordered that unless the said Defendant shall appear here on the first day of the next Court and plead answer or demur to the Complainants Bill of Complaint that the same will be taken for confessed and the Complainant may have a decree against him as prayed for in his Bill of Complaint

(912)

To all People to whom these Presents shall come

Whereas Nicholas Ustaga Moodaly of the same place Inhabitant
hath this day made Oath that Nicola Orlanda Moodaly of the same place Inhabitant
the Sum of Seven hundred and fifty Seven Pagodas Seven fanams and
Ten Cash being the Balance of an Account Current and Contract
Day of December in the Year of Our Lord One Thousand Seven
and Seventy Eight. Now Know Ye that the said Nicola Orlanda
Moodaly for a Valuable Consideration to him in hand paid by
Da Cruz of the same place Inhabitant at or before the Sealing and
of these Presents the Receipt whereof he the said Nicola Orlanda
doth hereby Acknowledge hath assigned Transferred and Set
Do hereby Assign Transfer and Set over unto the said Agostinho
Account Current and the Money or Amount
Cruz the said Account Current and the Money thereby due
due and owing and Which may hereafter become due and owing
his Right and Interest of and in the same and every part
thereof. And the said Nicola Orlanda Moodaly for himself his
Executors and Administrators doth hereby Covenant Promise and
Consent and Agree to and with the said Agostinho De Cruz his
and Assigns that he the said Agostinho De Cruz his Executors
by his Bond and Letter of Attorney hereunto for himself his
Name of the said Nicola Orlanda Moodaly but for the proper
use and benefit of the said Agostinho De Cruz his Executors
and Assigns to ask Require Demand and Receive of and from
Shroffs Inhabitants of Madras Merchants and Others
due and to become due to the said Nicola Orlanda Moodaly
Account Current and the Money thereby due and owing
from the said Agostinho De Cruz his Executors and Administrators
Administrators to Sue for and Recover and Receive the same
and Demands and Every part thereof and upon Payment

(913)

221

Moodaly doth hereby Allow and Affirm and the said Nicola Orlanda
Moodaly doth Covenant with the said Agostinho De Cruz that the said
Nicola Orlanda Moodaly hath not Received nor will Receive the said
Money due or to become due on the said Account Current neither shall
or will Release or Discharge the same or any part thereof but will warrant
Allow of all Lawfull proceedings for the Recovery thereof. He the said
Agostinho De Cruz saving the said Nicola Orlanda Moodaly harmless of
and from any Costs that May happen to be incurred thereby In Witness whereof
the said Nicola Orlanda Moodaly hath hereunto Set his Hand and Seal
and Madras aforesaid this fourth Day of December in the Year of Our
Lord One Thousand Seven Hundred and Seventy Eight

Witness

Sworn in Court } Friday the 8th Day of December
Madrasapatnam } Anno Domini 1778

Present

James Call Esquire Mayor
Edward Saunders and William Webb
Aldermen

Between Nicola Orlanda Moodaly
of Madras Inhabitant by his Attorney
Agostinho De Cruz of the same place
Inhabitant Complainant and Nicholas
Ustaga Inhabitant of the same
place Inhabitant Defendant

&c.

(914)

To the Honourable the Governor Council and Assembly

In behalfe of the Complainants Damon Hicks Esqr. Chief Justice
of the Leeward Islands and Chancellor of the Court of Equity
of the Leeward Islands and Judge of the Court of Admiralty
of the said Islands Humbly Sheweth That Your Complainant
Thomas Pinckard and John Rogers Esqrs. Executors in Trust
named and appointed in the Last Will and Testament of
Robert Oliver Esqr. deceased in his Lifetime and at the time
of his Death Possessed of a Considerable Personal Estate
Consisting Chiefly of Negroes Cattle Stock and Utensils
for Carrying on a Sugar Plantation in the Island of Montserrat
and Entitled to the Remainder of a Term of Years Yet to
Come and Unexpired in a Certain Plantation and Tract of
Land in the said Island of Montserrat Whereof the said
Robert Oliver was Seized and Possessed for the Residue of
the said Term of Years Yet to Come and Unexpired at the
time of his Death Subject to the Payment of the Rents
Reserved and Covenants Contained in the Lease thereof
And the said Robert Oliver being so Seized and Possessed
of the said Plantation and Tract of Land and Entitled to
the Remainder of the said Term of Years Yet to Come and
Unexpired in the same by his Last Will and Testament
Duly Executed and Published in the Presence of Three
Credible Witnesses Did Give and Devise unto Your Complainants
the said Damon Hicks and John Rogers Esqrs. the said
Plantation and Tract of Land and Premises Thereby Devised
with the Appurtenances Upon Trust that they the said
Damon Hicks and John Rogers Esqrs. their Executors
Administrators and Assigns Should Receive and Take the
Rents Issues and Profits thereof and Pay and Apply the
Same to and for the Use and Benefit of Mary Oliver
Spinster Sister of the said Robert Oliver Deceased
During the Term of her Natural Life and from and
after her Decease Upon Trust that they the said
Damon Hicks and John Rogers Esqrs. their Executors
Administrators and Assigns Should Sell and Dispose
of the said Plantation and Tract of Land and Premises
Thereby Devised with the Appurtenances and Pay and
Apply the Money Arising by Such Sale unto and
Amongst Such Persons and in Such Manner and
Proportions as the said Mary Oliver Should by Her
Last Will and Testament in Writing Duly Executed
and Published in the Presence of Three Credible
Witnesses Direct Limit Appoint and Bequeath the
Same and Your Complainants Further Sheweth That
the said Mary Oliver Departed this Life in the Month
of [illegible] Last Past Having First Duly Made and
Published Her Last Will and Testament in Writing
Bearing Date the [illegible] Day of [illegible] Whereby
She Gave and Bequeathed unto Your Complainants
the said Damon Hicks and John Rogers Esqrs. the
Sum of Five Thousand Pounds Current Money of
Montserrat Island Equal to Four Thousand Pounds
Sterling Money of Great Britain Upon Trust that
they the said Damon Hicks and John Rogers Esqrs.
their Executors Administrators and Assigns Should
for Every Pound the Same Amounted to Lay Out
and Invest Two Pounds Sterling Money of Great
Britain in the Purchase of Lands Tenements or
Hereditaments in Fee Simple in Great Britain
and Should Stand Possessed of the Same Upon
Such Trusts and to Such Intents and Purposes
as Therein Mentioned and Declared Concerning
the Same as by the Said Last Will and Testament
of the said Mary Oliver Relation Being Had
Thereunto Your Complainants Ready to Bring
into This Honble Court When and Where the
Same Shall be Required Will More Fully Appear
And Your Complainants Further Sheweth That
the said John Rogers Esqr. Departed this Life
Some Time in the Month of [illegible] Last Past
Having First Duly Made and Published His Last
Will and Testament in Writing Bearing Date
the [illegible] Day of [illegible] Whereby He Appointed
Your Complainant Thomas Pinckard Executor
Thereof and Your Complainant Thomas Pinckard
Hath Duly Proved the Same in the Court of
Common Pleas in Montserrat Aforesaid and
Taken Upon Himself the Burthen of the Execution
Thereof and Your Complainants Further Sheweth
That the said Robert Oliver Departed this Life
Some Time in the Month of [illegible] Last Past
Having First Duly Made and Published His Last
Will and Testament in Writing Bearing Date
the [illegible] Day of [illegible] Whereby He Appointed
Your Complainants Executors Thereof and Your
Complainants Have Duly Proved the Same in the
Court of Common Pleas in Montserrat Aforesaid
and Taken Upon Themselves the Burthen of the
Execution Thereof and Your Complainants Further
Sheweth That the said Robert Oliver Deceased
Was Indebted to Sundry Persons in Great Britain
and Elsewhere in Large Sums of Money Which
Debts Your Complainants Have Been Obliged to
Pay and Discharge Out of the Personal Estate
of the said Robert Oliver Deceased and Your
Complainants Have Also Been Obliged to Pay
Several Sums of Money for Repairs of the Buildings
on the said Plantation and Tract of Land Devised
as Aforesaid and Your Complainants Have Also
Been Obliged to Pay Several Sums of Money for
Arrears of Rent Due and Owing for the said
Plantation and Tract of Land Devised as Aforesaid
Which Sums of Money Your Complainants Have
Paid Out of Their Own Proper Monies and Your
Complainants Have Also Been Obliged to Pay
Several Sums of Money for Taxes Assessed on the
said Plantation and Tract of Land Devised as
Aforesaid Which Sums of Money Your Complainants
Have Paid Out of Their Own Proper Monies and
Your Complainants Have Also Been Obliged to
Pay Several Sums of Money for Taxes Assessed
on the said Plantation and Tract of Land Devised
as

Know all Men by these Presents that We Jonathan Paddy of
and Samuel Pallmer Esquire both of Madras Merchants
Joint and Separate Obligors and severally stand Indebted
unto Mr. Michael Prevaud also of the same place Inhabitant
Sum of Pagodas Current Money of Madras
unto him the said Michael Prevaud his Heirs Executors Adminis
or Assigns within Eight Days from the Date hereof without Delay
further Delay Reduction or Abatement of which payment well and truly
to be made We bind ourselves our and each of our Heirs Executors Adminis
by these Presents Sealed with our Seals and dated at Madras aforesaid this Nineteenth
Day of January in the Year of Our Lord One Thousand Seven Hundred and Seventy
One Pounds and Seals at Madras aforesaid this Nineteenth
in the Year of Our Lord One Thousand Seven Hundred and Seventy

Signed Sealed and Delivered
in the Presence of
Jno. Call
Edmd. Saunders
John Maddox

Jonathan Paddy
Samuel Pallmer

Mayors Court
Madraspatnam } Tuesday the 8th Day of December
} Anno Domini 1778

Present

L.S.

Mayors Court

James Call Esquire Mayor
Edmund Saunders and William Webb
Aldermen

Between Michael Prevaud
of Madras Inhabitant Complainant
and Jonathan Paddy Samuel Pallmer Esquire both
of Madras Merchants Defendants

It appearing by the Records of this Court that
the Usual Rules have been used for the Defendants to Answer the Complts
against Bill which they have neglected doing This Court doth
therefore think fit to Order and doth Accordingly Order and Decree
that the Defendants shall pay unto the Complainant the sum of
Just Sum of One Thousand Pagodas Pags 1000 — together with
all such Interest as accrues or shall accrue thereon
until full Payment is made also all Costs of this Suit

Pr Cur

(918)

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto Your
Honble Court Your Orator Michael Bernard of Madras Inhabitant
that Your Orator being also of this Corporation shall ever bear
Duty & Allegiance to His Majesty King George the Third and
Your Orator the aforesaid Sum of Two Thousand Pagodas
and become bound unto Your Orator for the payment of the same
Thousand Pagodas Current Money of Madras making in the
of Great Britain the Sum of Eight Hundred Pounds Sterling
Sum of Four Hundred Pounds Sterling and Interest
of Madras Merchants as well Masters of the Ships
the Copy of the Bond or Obligation hereunto annexed
of this Honble Court shall produce Your Orator prays
as part of this Your Orator's Bill of Complaint that
further Order unto this Honble Court that the said
and set an Amount to Manner Appointed unto the said
Paddy Samuel and Honourable Pelham Edwards
Madras Merchants as also unto the said Hon. Henry
Two Thousand Pagodas

Pursuant &c. May it Please this Honble Court
and Hon. Henry Thornhill and His Majesty's Attorney
Hon. Your Orator may Process of Subpoena issue
Orator the Sum of Two Thousand Pagodas
shall appear upon the Bond and Warrant
Pelham Edwards Esqr. Mayor of Madras
Paddy Samuel and Honourable Pelham
Madras Merchants as also unto the said Hon.
Two Thousand Pagodas

And your Orator shall ever pray &c.

Michael Bernard

Madras Fort St George
to wit

Michael Bernard Gentleman the Plaintiff in the above Bill of Complaint named maketh Oath that the Matters and Things therein contained are true to the best of his Knowledge Information and Belief

Sworn before me this 29th Oct. 1778

Michael Bernard

(919)

and Effectually to all Intents and Purposes as if the same were here again
Repeated and Particularly Interrogated and that they may be Directed to pay
unto Your Orator the aforesaid Sum of One Thousand Pagodas together with
all such Interest as aforesaid Costs of this Suit

May it Please this Honble Court to Cause the
said Hon. Swaney to be Summoned and Required by the Sheriff of Fort St
George Town of Madraspatam and the Districts thereof Personally to be
and Appear before this Honble Court at a certain time and place to be by
this Honble Court prefixed and Appointed Then and There to Answer this
Your Orator's Bill of Complaint and further to Stand to Hold Abide by
Such Order and Decree therein as to this Honble Court shall Seem Meet

J. Popham
Attorney for the Complainant

29th Oct. 1778.

This Bill was shewn to the Defendant the Day of
Hon. Swaney and the Complainant having Sworn to the
Agreement and the Complainant having Sworn to the Value
Justness of the Demand and that he shall Not Reasonably Believe
the Defendant will Depart from the Jurisdiction of this
Court by hearing the Bill read against him Therefore
let a Summons Returnable Immediately and Warrant of Arrest
Issue thereon

James Call
Mayor

Know all Men by these Presents that I Hon. Swaney of
Madras Dubash am held and firmly bound unto Mr Michael Bernard
also of the same Place Inhabitant in the Penal Sum of Two Thousand Star
Pagodas Current Money of Madras to the payment whereof well and truly
to be Made to the said Michael Bernard his Heirs Executors Administrators
Assigns and Assigns I do hereby bind myself my Heirs Executors Administrators
Traders or Assigns firmly by these Presents In Witness whereof I have
hereunto

(970)

Know all Men by these Presents that We Thomas Bodey Junr
and Thomas Bodey Senr of the City of Madras Merchants are
held and firmly bound unto the Honble the Mayor and Aldermen
of the City of Madras for the time being in the Sum of Pagodas
Five Thousand of Current Coin of the Country to be paid to the
said Mayor and Aldermen for the time being their Successors
or Assigns for which Payment well and truly to be made we
bind ourselves our Heirs Executors and Administrators
firmly by these Presents Sealed with our Seals and dated
this Twenty Second Day of December in the Year of our
Lord One Thousand Seven Hundred and Eighteen

Whereas Thomas Bodey Junr and Thomas Bodey Senr
Merchants have this day entered into a Bond or Obligation
to the said Mayor and Aldermen for the Payment of the
Sum of Pagodas Five Thousand of Current Coin as in the
said Obligation and Condition thereof relation being had
may more fully and at large appear Now the Condition
of the above written Obligation is such that if the above
bounden Thomas Bodey Junr and Thomas Bodey Senr
their Heirs Executors Administrators or Assigns do and
shall well and truly pay or cause to be paid unto the
above named Mayor and Aldermen for the time being
their Successors or Assigns the full and just Sum of
Pagodas Five Thousand of Current Coin aforesaid
on or before the Twenty Second Day of June
which will be in the Year of our Lord One Thousand
Seven Hundred and Nineteen without Fraud or Delay
Then the above written Obligation to be void and of
none Effect or else to remain in full Force and Virtue

Signed Sealed and Delivered
(where no Stamp Paper is to be had)
In the Presence of
Benj. Wm Bourchier Clerk
John Walker

Thos Bodey Junr
Thos Bodey Senr

(971)

Mayors Court } Tuesday the 22d Day of December
Madraspatnam } Anno Domini 1718

Present

Sir James Call Esquire Mayor
Edward Saunders and William Hobb
Aldermen

Between Richard Pinnock
of Madras Inhabitant Complainant
and Thomas Bodey of the same Place
and Thomas Bodey Senr
Debate Defendant

Appearing by the Record of this Court that the
Usual Rules have been for the Defendant to Answer the Complainants
Bill which he has Neglected doing This Court doth therefore
think fit to Order and Decree and it is Accordingly Order and
Decreed that the Defendant shall pay unto the Complainant the Sum
and Just Sum of One Thousand Pagodas of Pagodas 1000 - -
Together with all such Interest as in Law shall become
due thereon until full Payment is made also all Costs of this Suit
Due thereon until full Payment is made

By Court

(952)

To the Honble the Mayor
Court & Judges of

Humble Complainant Sheweth that
Your Orator Chinnatumby Mondeliar of Madras Merchant
That Moore Vellapah late of Madras aforesaid Gentleman
Deceased in his Lifetime and at the time of his Death was
possessed of or well entitled unto a Messuage or Tenement
and Premises situate lying and being in Madras aforesaid
Bounded on the East by the Premises belonging to the Estate
of Mr Thomas Pearse deceased on the West by the Premises
belonging to the Estate of Mr Thomas Pearse deceased on the
North by the Premises belonging to the Estate of Mr Thomas
Pearse deceased and on the South by the Premises belonging
to the Estate of Mr Thomas Pearse deceased and that the
said Moore Vellapah being so seized and possessed as aforesaid
departed this Life Intestate and without Issue Male
lawfully begotten him surviving leaving Magel Thanatchy
his Widow and Relict and Sole Heir at Law him surviving
and that the said Magel Thanatchy hath since the Death of
the said Moore Vellapah duly Administered to the Goods
Chattels and Credits of the said Moore Vellapah deceased
and hath obtained Letters of Administration to the Estate
and Effects of the said Moore Vellapah deceased from the
Honble the Mayor Court & Judges of Madras aforesaid

But now so it is and may it please your Honours
that the said Moore Vellapah deceased in his Lifetime and
at the time of his Death was justly and truly indebted unto
your Orator in the full and just Sum of Fifty Eight Pagodas
Current Money of Madras Principal Money and Interest
Money of Good Pardons after the Rate of Eight Shillings for
every Hundred Pardons after the Rate of Eight Shillings and
three Fanams of Twenty three Pardons four Shillings and
Eight Pence per Month Interest for the Forbearance of the
said Principal Money and Interest Money and Moore
Vellapah deceased in his Lifetime and at the time of his
Death was indebted unto your Orator in the Sum of Fifty
Eight Pagodas Current Money of Madras aforesaid by
Virtue of a Mortgage Bond or Obligation bearing Date the
Eighteenth day of January 1777 whereby the said Moore
Vellapah deceased became bound unto your Orator in the
Penal Sum of Two Hundred Pagodas Current Money of
Madras aforesaid with a Power of Sale therein contained
for the Payment of the said Sum of Fifty Eight Pagodas
Current Money of Madras aforesaid and Interest for the
same as aforesaid on a certain Piece or Parcel of Ground
situate lying and being in Madras aforesaid Bounded on
the East by the Premises belonging to the Estate of Mr
Thomas Pearse deceased on the West by the Premises
belonging to the Estate of Mr Thomas Pearse deceased on the
North by the Premises belonging to the Estate of Mr Thomas
Pearse deceased and on the South by the Premises belonging
to the Estate of Mr Thomas Pearse deceased and that
the said Moore Vellapah deceased in his Lifetime and at the
time of his Death was indebted unto your Orator in the
Sum of Fifty Eight Pagodas Current Money of Madras
aforesaid by Virtue of a Mortgage Bond or Obligation
bearing Date the Eighteenth day of January 1777 whereby
the said Moore Vellapah deceased became bound unto your
Orator in the Penal Sum of Two Hundred Pagodas Current
Money of Madras aforesaid with a Power of Sale therein
contained for the Payment of the said Sum of Fifty Eight
Pagodas Current Money of Madras aforesaid and Interest
for the same as aforesaid on a certain Piece or Parcel of
Ground situate lying and being in Madras aforesaid
Bounded on the East by the Premises belonging to the
Estate of Mr Thomas Pearse deceased on the West by the
Premises belonging to the Estate of Mr Thomas Pearse
deceased on the North by the Premises belonging to the
Estate of Mr Thomas Pearse deceased and on the South by
the Premises belonging to the Estate of Mr Thomas Pearse
deceased and that your Orator hath applied to the said
Magel Thanatchy for the Payment of the said Sum of Fifty
Eight Pagodas Current Money of Madras aforesaid and
Interest for the same as aforesaid but she refuses to pay
the same or any part thereof

To the End therefore that the said Magel Thanatchy
may be compelled to pay unto your Orator the said Sum of
Fifty Eight Pagodas Current Money of Madras aforesaid
and Interest for the same as aforesaid and that your Orator
may be Decreed to pay unto your Orator the aforesaid Sum of Fifty Eight
Pagodas Current Money of Madras aforesaid and Interest for the same
and costly Costs and that your Orator may have such
further and other Relief in the Premises as to this Honble
Court shall seem meet and also all Costs of this Suit

May it please this Honble Court to Cause the said
Magel Thanatchy to be Summoned and Required by the Sheriff of Fort
St George Justice of Madras aforesaid and the Deputy Sheriff of Persons
duly to Board Appear before this Honble Court at such time and place
Be by this Honble Court prefixed and Appointed there and there to
Answer this Your Orator's Bill of Complaint and further to Stand
to and abide by such Order and Decree therein as to this Honble Court
shall seem meet

Chas. Browne
Attorney for the Complainant

Translation of the Mortgage Bond Dated the 18th of January
1777

To Cupleram Moore Vellapah Gomastah of Madras &c
Know this Bond I Chinnatumby Mondeliar the Son of Amarandadoo
Nellanah Mondelly of the same place that I do by my own Request
Occasion have Mortgaged to You the Bill of Sale of a House which
I bought of Alamalow and have Borrowed and Received of You the
Sum of Seventy Pagodas which Sum I promise to pay on the expira-
tion of Six Months only the Principal and Redeem the said Bill of
Sale which I have given to the said Alamalow Husband in default of
the said payment I then promise to sell the said House and pay
You the said Sum with such Interest as may become due thereon
at the rate of Twelve & One half per Cent per Annum from the Date hereof &c
Given this by my Own Hand Witness Polanda Dalawe Comanna
Mondeliar and Linnayanpulley this Know Ledge Drawn by
Pinnyyaukoon

Power of Attorney

Witness (Signed)

Copy

Seal

Know all Men by these Presents that I Sir Thomas Strange Knight Chief Justice of the Supreme Court of Judicature at Madras and Ordinary Member of the Council for the Affairs of the Presidency of Fort St George and Governor in Council of the said Presidency do hereby constitute and appoint Mr Peter Perring Attorney at Law of the Supreme Court of Judicature at Madras aforesaid my true and lawful Attorney for me and in my name to ask demand and receive of and from the Executors of the Estate of the late Mr Thomas Hodges deceased the sum of Pagodas Two Thousand Five Hundred and Fifty Eight and Fanams Thirty Two being the Amount of my Salary as Chief Justice of the Supreme Court of Judicature at Madras aforesaid for the Month of December 1801 and upon Payment thereof to them the said Executors or to any other Person or Persons who shall pay the same to my said Attorney to give and execute unto them or him sufficient Receipts and Discharges for the same and on my behalf to sue for and recover the same by Action at Law or otherwise and in my name to use all lawful Ways and Means for the Recovery thereof and Attorneys under him to substitute and appoint and the same at Pleasure to revoke and generally to do and perform all such Acts Matters and Things as shall be requisite and necessary to be done in the Premises as fully and effectually to all Intents and Purposes as I could do if personally present hereby ratifying and confirming all that my said Attorney or his Substitute shall lawfully do or cause to be done in the Premises by Virtue of these Presents In Witness whereof I have hereunto set my Hand and Seal this Twenty Fifth Day of December in the Year of our Lord One Thousand Eight Hundred and One

Thos Strange

Signed Sealed and Delivered in the Presence of us

Wm Brown

Chas Ed. Stokes

Signed Sealed and Delivered in the Presence of us

Wm Brown

Chas Ed. Stokes

Entered & Compared

(925)

Know all Men by these Presents that I Sir Thomas Strange Knight Chief Justice of the Supreme Court of Judicature at Madras and Ordinary Member of the Council for the Affairs of the Presidency of Fort St George and Governor in Council of the said Presidency do hereby constitute and appoint Mr Peter Perring Attorney at Law of the Supreme Court of Judicature at Madras aforesaid my true and lawful Attorney for me and in my name to ask demand and receive of and from the Executors of the Estate of the late Mr Thomas Hodges deceased the sum of Pagodas Two Thousand Five Hundred and Fifty Eight and Fanams Thirty Two being the Amount of my Salary as Chief Justice of the Supreme Court of Judicature at Madras aforesaid for the Month of December 1801 and upon Payment thereof to them the said Executors or to any other Person or Persons who shall pay the same to my said Attorney to give and execute unto them or him sufficient Receipts and Discharges for the same and on my behalf to sue for and recover the same by Action at Law or otherwise and in my name to use all lawful Ways and Means for the Recovery thereof and Attorneys under him to substitute and appoint and the same at Pleasure to revoke and generally to do and perform all such Acts Matters and Things as shall be requisite and necessary to be done in the Premises as fully and effectually to all Intents and Purposes as I could do if personally present hereby ratifying and confirming all that my said Attorney or his Substitute shall lawfully do or cause to be done in the Premises by Virtue of these Presents In Witness whereof I have hereunto set my Hand and Seal this Twenty Fifth Day of December in the Year of our Lord One Thousand Eight Hundred and One

Thos Strange

Signed Sealed and Delivered in the Presence of us

Wm Brown

Chas Ed. Stokes

Entered & Compared

(926)

Power of Attorney

Witness (Signed)

Copy

Seal

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Thos Strange

Signed Sealed and Delivered in the Presence of us

Wm Brown

Chas Ed. Stokes

Entered & Compared

227

227

(925)

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Thos Strange

Signed Sealed and Delivered in the Presence of us

Wm Brown

Chas Ed. Stokes

Entered & Compared

(926)

Power of Attorney

Witness (Signed)

Copy

Seal

Know all Men by these Presents that I Sir Thomas Strange Knight Chief Justice of the Supreme Court of Judicature at Madras and Ordinary Member of the Council for the Affairs of the Presidency of Fort St George and Governor in Council of the said Presidency do hereby constitute and appoint Mr Peter Perring Attorney at Law of the Supreme Court of Judicature at Madras aforesaid my true and lawful Attorney for me and in my name to ask demand and receive of and from the Executors of the Estate of the late Mr Thomas Hodges deceased the sum of Pagodas Two Thousand Five Hundred and Fifty Eight and Fanams Thirty Two being the Amount of my Salary as Chief Justice of the Supreme Court of Judicature at Madras aforesaid for the Month of December 1801 and upon Payment thereof to them the said Executors or to any other Person or Persons who shall pay the same to my said Attorney to give and execute unto them or him sufficient Receipts and Discharges for the same and on my behalf to sue for and recover the same by Action at Law or otherwise and in my name to use all lawful Ways and Means for the Recovery thereof and Attorneys under him to substitute and appoint and the same at Pleasure to revoke and generally to do and perform all such Acts Matters and Things as shall be requisite and necessary to be done in the Premises as fully and effectually to all Intents and Purposes as I could do if personally present hereby ratifying and confirming all that my said Attorney or his Substitute shall lawfully do or cause to be done in the Premises by Virtue of these Presents In Witness whereof I have hereunto set my Hand and Seal this Twenty Fifth Day of December in the Year of our Lord One Thousand Eight Hundred and One

Thos Strange

Signed Sealed and Delivered in the Presence of us

Wm Brown

Chas Ed. Stokes

Entered & Compared

John Maddox of the same place
Inhabitant Complainant and
Moroor Yellapah also of Madras
Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of Fifty Eight Pagodas Seven Fanams and Forty Cash Pags. 58. 7. 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

Dd the 18th June 1778

Mr

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Ramah Sawdry of Madras Inhabitant That John Right of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Two Hundred and Eighty Seven Pagodas and Twenty One Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Ninety five Pounds Fourteen Shillings and Sixpence being the Ballance of an Account Current bearing date the Sixteen day of June in the Year of Our Lord One Thousand Seven hundred and Seventy Eight a Copy of which said Account Current is hereunto annexed for the inspection of this Honble Court and prayed by Your Orator to be received as part of this Your Orators Bill of Complaint

And

(926)

Whereas the said Decharges being summoned to appear this day to Answer the Complaint of John Maddox and whereas the said John Maddox hath appeared by Mr. Sandys his Attorney and the said Defendant having been duly called hath made default Now it is Ordered that the said John Maddox do recover against the said Defendant the Sum of Two Hundred and Eighty Seven Pagodas Seven Fanams and Forty Cash Pags. 287. 7. 40. with Interest thereon at the Rate of Eight Shillings for every Pagoda from the Date hereof and also his Costs of Suit to be taxed by the Master and that Execution issue for the same

Madras the Fourteenth Day of September in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
in the presence of

Mayors Court at
Madraspatnam

Tuesday the 8th Day of Dec
Anno Domini 1778

Present

(L.S.)

James Call Esquire Mayor
Edwd Saunders and Wilford Webb
Aldermen

Petition Examined
Judgment Signed
Writ Issued

And Whereas Your Orator hath p
in an amicable manner requested payment from the said
of the Sum of Four Hundred and Eighty eight Pagodas
One Fanam

But now so it is may it please Your
the said John Rigby Wholly and wilfully refuse to
to give Your Orator any Manner of Satisfaction touching
your Orator hopes for Relief unto this Hon
shall appear unto this Equity and Conscience To the End
that the said John Rigby may upon his Corporal Oath
and Perfect Answer make to all and Singular the Matter
herein before Set forth and Alledged as fully truly perfectly
to all intents and purposes as if the same were here expr
particularly Interrogated and that he may be Decreed
Orator the aforesaid Sum of Four hundred and Eighty four
and Twenty One fanams together with all Costs of this Suit

May it please this Honble Court to
John Rigby to be Summoned and enjoined by this
Court Choultry of Madrapatnam and the Bailiff
to be and Appear before this Honble Court at Fort
by this Honble Court finished and Determined then and there
your Orator Bill of Complaint and further to stand and
Order and Decree therein as this Honble Court shall see

Before
Mr Secretary

June 1778
This Bill was Answered
Eleven Days after Appearance
Last Summons for Rejoinder
Court Court Days

Mr. Bell
Mayor

Mayor Court of Madrapatnam & Fort St. George

John Rigby

Pagodas 484 3 40

(427)

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Mayor Court of Madrapatnam & Fort St. George

John Rigby

Pagodas 484 3 40

Mr. Bell Mayor

Mr. Secretary

Fort St. George 16th June 1778

Mr. Secretary

Please to Issue a Summons

(950)

Mayor's Court at
Madraspatnam

Thursday the 5th day of Dec.
Anno Domini

Present

James Call Esquire Mayor
Edwd Saunders and Wm Webb
Aldermen

Between Ramaloo
Madras Inhabitant
and John Pigot of the same
Inhabitant Defendant

It Appearing by the Records of
that the usual Rules have been observed for the Defendant
the Complainants Bill which he has Neglected
Court doth therefore think fit to Order and Decree
Accordingly Order and Decree that the Defendant
pay unto the Complainant the said Sum
Hundred and Seventy eight Pagodas
together with all such further sum as is
between the Parties until full Payment be made
Costs of this Suit

(951)

Filed the 11th Decr 1778

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator John Leathem and Angus
Mackintosh of Madras Merchant that George Bellam
of the same place Inhabitant Stands Indebted unto Your
Orator in the full and Just Sum of Sixty Nine Pagodas
and Six Fanams Current money of Madras Making on
Sterling Money of Great Britain at Rate of Eight
Shilling for every Pagoda the Sume of Seventeen Pounds
and Three Shillings or thereabouts as will more fully and at
large Appear by an Account of Particulars hereunto thereto
for the Inspection of this Honble Court Which Your
Orator prays may be Admitted as part of this their Bill
of Complaint and whereas Your Orator hath frequently and
in an Amicable Manner Required Payment of the said Sum
of Sixty Nine Pagodas and Six fanams from the said George
Bellam

But now so it is may it Please this Honorable
Court the said George Bellam Christmately and wilfully Refuses
to pay the same or to give Your Orator any Manner of Satisfac-
tion Touching the premises Your Orator therefore prays General
Relief Such as to this Honble Court shall Appear agreea-
ble to equity and good Conscience To the End therefore
that the said George Bellam may upon his Corporal Oath
a full true Direct and perfect Answer make to all and singu-
lar 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

Mayor's Court at
Madraspatnam

Tuesday the 15th Day of December
Anno Domini 1778

Present

James Call Esquire Mayor
John Turing and Edw.d Garrow
Aldermen

Mayor's Court

Between John Leathom and
Angus Mackintosh of Madras
Merchant Complainant and George
Witham of the same place Inhabitant
Defendant

The Defendant by his Attorney Mr. Stephen Popham
being in Court and Acknowledging the Justness of the Compl.ts
Demand This Court doth therefore think fit to Order and
Decree and doth Accordingly Order and Decree that the Defend.t
shall pay unto the Complainants the full and Just Sum
of Thirty Nine Pagodas and Six fanams Pags. 39. 6.
together with all such Interest as now is or shall hereafter
becom Due thereon untill full Payment is made also
all Costs of this Suit

Ld R. 3. Dr. 1778.

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto
Honble Court your Orator Chinnadoray pettah Venkatarayalo
Inhabitant of the same place
That Nuely Muranzoolas late of the same place Inhabitant
Indebted unto your Orator in the full and Just Sum of Sixty
Nine Pagodas and Twenty Cash Current Money of Madras
or Sterling Money of Great Britain at the rate of Eight
pagodas the Sum of Twenty four Pounds and eight
Shillings Sterling Money of Great Britain and Interest
thereof to Defendant as well Manifestly and at large appears by the
Bond or Writing Obligatory from the Defendant unto your Orator
Current and Due Appurtenances and Course of Allowance
for the Acceptation of this Honble Court whereof your Orator
humbly Offers and Prays Leave may be Admitted as part
your Orators Bill of Complaint And your Orator further
saith this Honble Court that the said Nuely Muranzoolas
Manner Ingenuously Payment of the said Nuely Muranzoolas
said Sum of Sixty Pagodas Nine Fanams and Twenty Cash

But now so it is may it please this Honble
said Nuely Muranzoolas craftily and Deceitfully
the same or to give your Orator any Manner of Satisfaction
Defendant, Your Orator therefore prays Process of Subpoena
Honble Court to be directed to the said Defendant
Honble Court to Appear personally before this
To the End therefore that the said Defendant
may upon his Corporal Oath (full true and Direct
made to all and singular the Matters and things
Defendant

(935)

232

Twenty Cash to gether with all such Interest as now is or shall hereafter become Due thereon also all Cts of this Suit

May it please this Honble Court to Cause the said Nuely Muranzoolas to be Summoned and Required by Sheriff of Fort Saint George Town of Madraspatnam and the Dependants thereof personally to be and appear before this Honorable Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there 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 Meete

Geo: Js Hosford
Atty for the Complainant

This Bill was Shewn to me between
the Days of Adjournment & the
Complainants Attorney having sworn
to the Justness of his demand and that
he hath Reason to believe the Defendant
will depart from the Jurisdiction of this
Court by having Bill filed against him
therefore let a Summons Returnable
immediately and Warrant of Arrest
Issue thereon

Jas. Call.
Mayor

Translation of a Bond or Obligation Dated 10th September 1778

I Nuely Muranzoolas do give this Bond
to Chintadry pettah Vencatarayalo Thatesto say, this day on
my Urgent occasion I have borrowed and Received of you the
Sum of 58 3/4 Fifty Eight Pagodas and three quarters, which
I promise to pay you them the 10th November Next with such
Interest as may become due thereon at the Rate of 12 p Cent p
Annum. Witness Colapakam Venkata, and Catady
Annachella

(936)

Tomachella Moodaly by their knowledge drawn by

Vencatanarainapah

Signed
Neely Stranger

Witness
Sankiah
Tomachellum

Above Translated as near as can be from the Bengaly
Gentoo Language by Secretary Lascar Interpreter
Geo. Stevens
sworn to the Complaint