Mayor's Court Vol N
Gl No 12039

44

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MAYOR COURT

Vol 44

C.F.NO 12039

செப்பனிடுபவர் பெயர் அரஸ்கோலை வி.கைலட்சுமி

செப்பனிடுவதற்காக எடுக்கப்-
கொள்ளப்பட்ட நாள் : 10/3/94

செப்பனிட்டமைக்க நாள் : 20/3/94

சரிபார்க்கும் முதல் மு.பா.எ. கையொப்பம்	சரிபார்க்கும் இரண்டாம் மு.பா.எ. கையொப்பம்	உதவியாளர் கையொப்பம்

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at 12039

reasons although they the said Assignees have not found true[illegible] any or else has some accedint the Cause of which is not known to these Defendants have omitted to explain to these Defendants presuming perhaps from information as it may be suppos-ed furnished to him by the said George Smith, that the said Complainants were sufficiently acquainted with circumstances which had passed between them and the said George Smith pre-vious to his granting the said Bond to furnish sufficient rea-sons at this time and under the present Situation of the Affairs of the Said George Smith for refusing the payment of the Said Bond, which circumstances or reasons therefore, on the Supposi-tion that such there were they these Defendants do make it their request to this Honble Court that the said Complainants may fully state explain and set forth in a full and ample Man-ner with the Grounds and reasons or which and from which they have proceeded so as to enable this Honble Court to know how the same is founded, and thence to form their Judgment whe-ther these Defendants should be obliged to comply with the Demand of the Complainants or if there is not good and suf-ficient reason why these Defendants should not be excused re-fuse such Compliance, and that the Complainants should rest satisfied with having recourse upon the said George Smith himself or upon the Assignees of the Estate to such other re-lief for the payment of the said Bond of Three Thousand Pagodas as the said Complainants may be good Conscience and Equity be intitled unto And these Defendants are ready and willing

to

to adjust and settle all Sums of money which shall appear due and owing by them on account of the said Bond after four Thousand and Seventy five Pagodas Thirty Fanams and Fifteen Cash and they therefore offer to pay unto the Complainants the Sum of Eighty Nine Pagodas Twenty three Fanams and Thirty Two Cash being the Ballance due and owing unto the Complainants according to the Account made up of the said Bond or for Payment of four Thousand and Seventy five Pagodas Thirty Fanams and Fifteen Cash with Simple Interest on the said Bond from the date thereof and after taking Credit for the Respective Sums paid on Account of the said Bond from the Dates of such Payments Respectively which Ballance amounts to the Sum of Two hundred and Eighty Pagodas Twenty Five Fanams and Thirty Cash after deducting therefrom the Sum of One hundred and Ninety One Pagodas and two Fanams which it appears has been paid towards the discharge of the said Bond for Payment of Three Thousand Pagodas and which Bond these Defendants have been drawn as aforesaid not to pay and which Sum of Eighty Nine Pagodas Twenty Three Fanams and Thirty Two Cash these Defendants now tender in Court in full payment and satisfaction of the Claim of the said Complainants on these Defendants.

All which matters and things these Defendants are ready and willing to prove to the Satisfaction of this Honble Court and therefore pray to be hence dismissed with their Reasonable Costs and Charges in this behalf most Honorably Sustained—

Sworn in Court by the above Defendt Andrew Ross
This 18th day of July 1783.
Before me
John Menzies Alderman

R Oliphant
Atty for Defendt

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Pagodas

Mayor's Court

Pagodas

Mayor's Court

Mayor's Court at
Madraspatnam

Tuesday the 5th. day of August
Anno Domini 1783

Present

William Webb Esquire Mayor
Edward John Hollon and Edward Frowd
Aldermen

Between Moses Delpeston,
Thomas Pelling and John De
Fries of Madras Merchants,
Complainants and Andrew
Bell, and Alexander Cuthbert late
of the same place Merchants De-
fendants.

This Cause coming on to be heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Account Current and Copies of two Bonds or Obligations annexed The Defendants Answer with Copy of an Account Current annexed On Hearing the Pleadings read and Debated by the Attornies on either Side thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainants the full & Just sum of Four Thousand One hundred and forty nine Pagodas Ninety five Fanams and Thirteen Cash Pags. 4149-35-13. together with all such Interest as now is or shall hereafter become due thereon with simple Interest at 8 p Cent p annum until full Payment is made also all Costs of this Suit

Hour

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Dated 11th. July 1783.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Stephen Popham One of the Attornies of this Honble Court that John Bell stand indebted unto Your Orator in the Full and Just Sum of Fifty Eight Star Pagodas and thirty three Fanams Current Money of the Madras, Making in Sterling Money of Great Britain at the Rate of 7/ Eight Shillings for every Pagoda the Sum of Twenty Three Pounds Ten Shillings and Seven Pence or thereabouts as will more fully and at large appear by the Copies of a Bond and of an Account Current hereunto annexed for the Inspection of this Honble Court and which is prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in Your Orators Possession and Ready to be produced when required by this Honble Court and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the said Sum of Fifty Eight Star Pagodas and thirty three Fanams

Bell

But now so it is and may it Please this Honble Court the said John Bell Obstinately and wilfully refuses to pay the Same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear agreable to Equity and Good Conscience

To the End therefore that the said John Bell 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 Fifty Eight Pagodas and Thirty three fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please these Honble Court to Cause the said John Bell to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court for that purpose 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

Bopham
Atty for Compt.

11th July 1723
This Bill was shewn to me
between the days of Adjournment
Let a Summons issue thereon Returnable
Next Court Day

Wm Webb
Mayor

Know all Men by these presents that I John Bell of Madras Inhabitant am held and firmly bound unto Stephen Popham of Madras Esquire in the Penal Sum of One hundred Star Pagodas to the payment whereof well and truly to be made to the said Stephen Popham his heirs Executors Administrators or Assigns I do hereby bind my self my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my hand and Seal in Madras this Eighth day of January in the Year One thousand Seven hundred and Eighty Two

Whereas the above bound John Bell hath Borrowed and Received of the above named Stephen Popham the full and Just sum of Fifty Star Pagodas to Run at Interest at the rate of twelve per Cent per Annum and payable within three Months from the date hereof

Now the Condition of this Obligation is such that if the above bound John Bell his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto Stephan Popham his heirs Executors Administrators, &c

Mayors Court at Madraspatnam — Tuesday the 19th day of August Anno Domini 1783.

Present

William Webb Esquire Mayor
Edward Yarrow and Edward Frowd
for Mr. John Menzies Aldermen

Between Stephen Popham Attorney of the Honble Court Complainant and John Bell Defendant

The Defendant being in Court and acknowledging the Justness of the Complainants Demand Petitioned the Court with 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 Star Pagodas and thirty three Fanams Star Pags. 58.33 together with such Interest as now is or shall hereafter become due thereon until Full Payment is made also all Costs of this Suit

Ino. Bell (LS)

a true Copy
Popham

or assigns the full and just Sum of Fifty Star Pagodas within three Months from the date hereof together with such Interest as shall or may become due thereupon then this Obligation to be Void and of No Effect otherwise to Continue in full Force and Virtue

Signed Sealed and Delivered (when no Stampt Paper is to be had) In the presence of
William Crotty Gelbert
Colly Lingum

Dr. John Bell in account with Stephen Popham Esquire Cr.

1782
July 8th To the Amount from Bond of the date — 50.—
1783
June 23d To Interest } 8.33
Pags 58.33

By Balance Due — 58.33

Pags 58.33

Madras June 23. 1783

Errors Excepted

a true Copy
Popham

Filed 4th Augt 1783.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Oratrix Anna Cottinha of Madras
Inhabitant, That Domingo Rebaira of the same place In-
habitant, as Executrix of Maria Rebaira Deceased, stands
well and truely indebted unto Your Oratrix in the Just and
Just Sum of Twenty Seven Pagodas and fourteen fanms
Current Money of Madras Making in Sterling Mo-
ney of Great Britain, at the rate of Eight Shillings
for every Pagode, the Sum of Ten Pounds and Nineteen
Shillings or thereabouts, as will more fully and at larger
Appear by a Copy of an Account hereunto Annexed for the
Inspection of this Honble Court, which Your Oratrix prays
may be Admitted and taken as part and parcel of this Your
Oratrix Bill of Complaint the Original of which is in
Your Oratrix possession, and Ready to be produced, whenever
Your Oratrix shall by this Honble Court be thereunto Require-
d. Your Oratrix further Sheweth unto this Honble Court that
in the Month of March which was in the Year of Our Lord
One Thousand Seven Hundred & Eighty, Your Oratrix Lent
and delivered unto the said Maria Rebaira Deceased the Sum
of fifteen Pagodas, for the Discovery of the payment of which,
she, the said Maria Rebaira Deceased, gave, granted, bargained
and

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and delivered unto Your Oratrix a Certain Bond or Written
Obligation, Bearing Date in Madraspatnam aforesaid
the Eleventh Day of the Month of March, which was
in the Year of Our Lord One Thousand Seven Hundred &
Eighty, wherein and whereby she, the said Maria Rebaira
Deceased, undertook, promised, and ingaged to pay unto Your
Oratrix the said Sum of fifteen Pagodas with Interest
within two Years from the Date thereof, for the due per-
formance of which She, the said Maria Rebaira Deceased,
Mortgaged unto Your Oratrix, and delivered unto Your
Oratrix the Bill of Sale thereof, a House the property of her
the said Maria Rebaira Deceased Situated and being in
Joam de Pereiras Garden, as will More fully and at large
Appear by a Copy an Attested Translation of the said Bond
or Writen Obligation hereunto Annexed for the Inspecti-
on of this Honble Court, which Your Oratrix also prays
may be Admitted and taken as part and parcel of this
Your Oratrixs Bill of Complaint, the Original of which
is in Your Oratrixs possession, and ready to be produced,
whenever Your Oratrix shall by this Honble Court, be
thereunto required Your Oratrix further Sheweth unto
this Honble Court, that on the Thirty first day of the
Month of July, which was in the Year of Our Lord
One Thousand Seven hundred and Eighty One, Your
Oratrix also lent and delivered unto the said Maria
Rebaira

Rebeira Deceased the Sum five Pagodas, which she, the said Maria Rebeira Deceased, did then and there promise and undertake to pay Your Oratrix whenever she should by Your Oratrix be thereunto Required. Your Oratrix further Sheweth unto this Honble Court that there Nonsumsions due unto Your Oratrix from the Estate of the said Maria Rebeira Deceased the Sum of Twenty Seven Pagodas and fourteen fanams and the said Maria Rebeira Deceased did not in her Life Time nor did any One for her, nor hath the said Domenga Rebeira as Executrix of the said Maria Rebeira Deceased, nor any One for her, paid or Caused to be paid unto Your Oratrix or unto any other person or persons for Your Oratrix Use, either the whole or any part of the said Sum of Twenty Seven Pagodas and fourteen fanams. Your Oratrix further Sheweth unto this Honble Court that She hath frequently and in an amicable Manner Requested payment from the said Domenga Rebeira of the said Sum of Twenty Seven Pagodas and fourteen fanams. —

Notwithstanding all which may it Please this Honble Court that the said Domenga Rebeira doth obstinately and Wilfully refuses to pay the same, or to give Your Oratrix any Manner of Satisfaction for the premises Your Oratrix therefore prays a proper Relief may be to this Honble Court shall appear

appear Agreeable to Equity and good Conscience. To the End therefore that the said Domenga Rebeira may upon her Corporal Oath, full, true, direct and perfect Answer make to all and Singular the Matters and things herein before set forth and alledged, as fully, truely, perfectly & Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated, and that She may be Decreed to pay unto Your Oratrix the said Sum of Twenty Seven Pagodas and fourteen fanams with all Interest that Now is or shall hereafter become due thereon and also all Costs of this Suit —

May it Please these Honble Court to Cause the said Domenga Rebeira to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed, then and there to Answer this Your Oratrix Bill of Complaint, and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet —

16th August 1788.
This Bill was Sworn to in the Court
in the days Adjournment last
a Summons issue Returnable
Next Court Day. —

Wm Webb
Mayor

Thomas Jones
Atty for Compl.t

I Maria Rebeira do hereby Certify to have Mortgaged the Bill of Sale of my House which is Situated in João Pereiras Garden into the Hands and possession of Senhora anna Catinha for the Sum of 15 Pagodas Conditioned at 40 Cash for every Pagoda p Month to Satisfy at the Limitted time of 2 Years till then No One Can have any Demand upon the said House this is intended after my Death which God for bid Should it shall be do According to my Last Will

Madraspatnam 11th March 1780

The Mark of + of Maria Rebeira

Witnesses
Claudio de Mayde

A true Translate
W. Ledwell
Cort Insp.

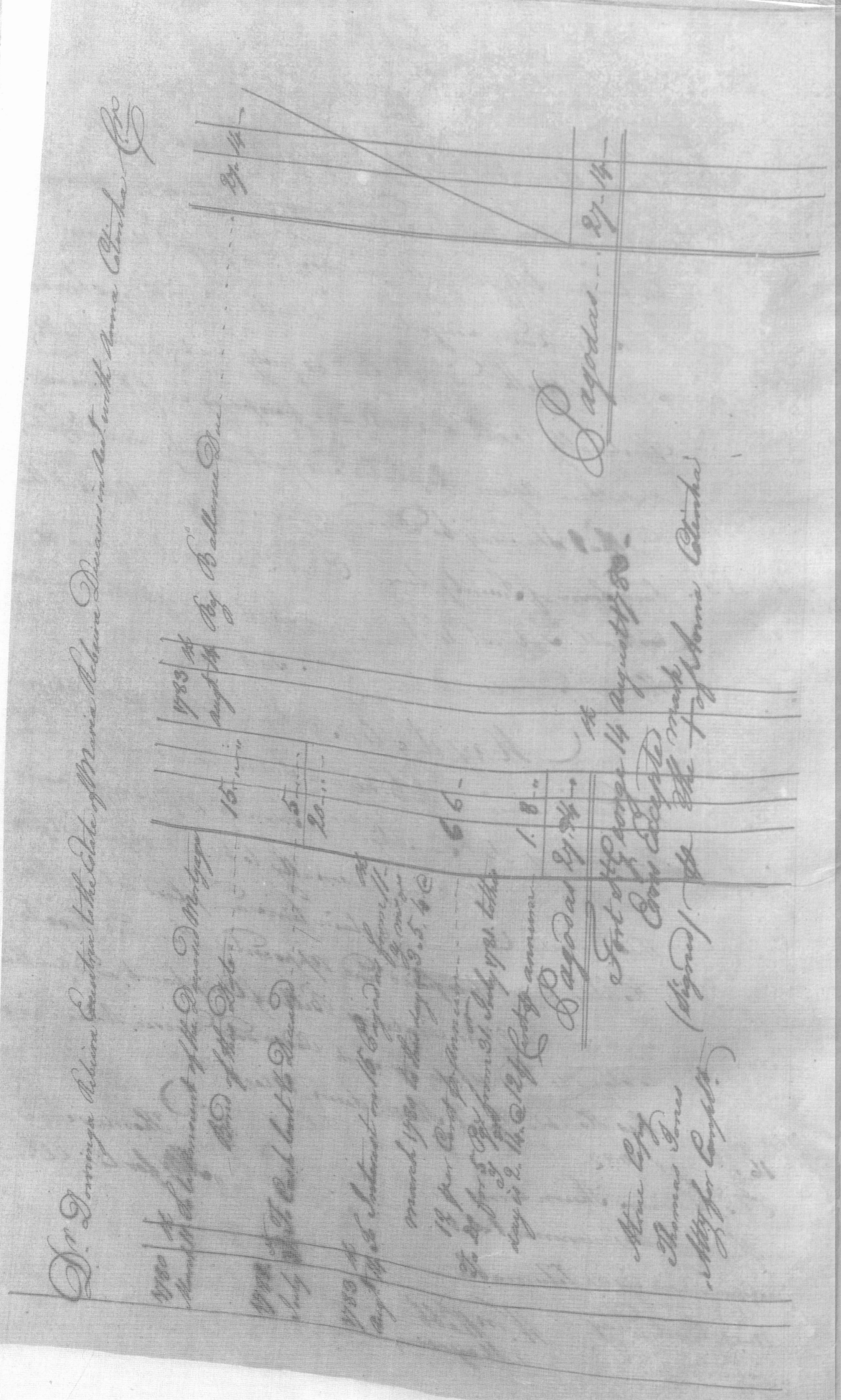
A true Copy
Thomas Jones
Atty for Compt.

Mayors Court at Madraspatnam — Tuesday the 19th day of August Anno Domini 1783.

Present.

William Webb Esquire Mayor
Edward Garrow and Edward Fowd
for Mr John Menzies Aldermen

Between Anna Catinha
of Madrs Inhabitant
Complainant and Domingo
Rebeira



Rebaira of the same place Inhabitant, as Executrix of Maria Rebaira Deceased 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 out of the Estate and Effect of Maria Rebaira Deceased the full and Just Sum of Seventy seven Pagodas and fourteen fanams / Pags 77. 14. -/ together with Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Filed 19th Augt 1783

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vardain Cillah of Madras Inhabitant, That John Bell of Fort Saint Geore Carpenter Standeth truly and truly indebted unto Your Orator in the Sum of Eight Hundred and Sixty Pagodas and ten fanams, making in Sterling money of Great Britain, after the rate of Eight Shillings for every Pagoda, the Sum of Three hundred and Thirty Six Pounds, Sterling, and Interest, being the Ballance of an Account which Your Orator prays may be taken as part and parcell of this Your Orators Bill of Complaint, which said Ballance Your Orator Sheweth, Arises upon a Mortgage Bond or Obligation, bearing date the first day of January in the Year One Thousand Seven hundred and Eighty, Under the Hand and Seal of the said John Bell, given unto Your Orator by the said John Bell, as Security for the Principal Sum of Six hundred Star Pagodas, Lent and Advanced by Your Orator unto the said John Bell, at the Special instance and Request of him the said John Bell, as will More fully, and at Large Appear, by a Copy of the said Original Mortgage Bond or Obligation hereunto annexed for the inspection of this Honorable Court, and which Your Orator prays May be taken as part and parcell of this Your Orators Bill of Complaint, and the Original Ready to be produced whenever Required, Your Orator further Sheweth, that he has frequently and in an Amicable Manner, Requested Payment from the said John Bell of the said Principal Sum as also the Interest due.

But now so it is, and may it Please this Honble Court, the said John Bell, Abominably and wilfully Refuses to pay 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 therefor, that the said John Bell 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.

alledged, as fully, truely, and Effectually to all Intents and purposes, as if the Same were herea gain, Repeated and particularly Interrogated, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Eight Hundred and forty Pagodas and Ten Fanams together with all such Interest as now is, or Shall hereafter hereon due thereon, also all Costs of this Suit

May it Please this Honble Court to Cause the said John Bell to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof, personally to be and appear before this Honble Court to 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

Chas. Bromley
Atty Compltt.

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Dr. John Bell in Account Current with Messrs Bromley & Co.

1781		By Cash Rec.d from you		47 6 ..
Feby 28	1782	By Bill on Messrs Mills and Higgins		
May 1		Interest on the above to this date		4 18 7.40
			Pagodas	765.13.40
1782				
May 30		By Balance due		840.10 ..
			Pagodas	840.10 ..

Fort St. George 30 May 1783

E. E. & Co. Guarantee Signed

doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eight hundred and forty Pagodas and Ten Fanams / Pags 840.10 / together with such Interest as now is or shall hereafter become due thereon untill full Payment & make also all Costs of this Suit.

Fort St. 12th July 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Grant of Madraspatnam Inhabitant, that Edward Pelling of the same place Inhabitant stands well and truely indebted unto Your Orator in the Just and Just Sum of Eight hundred Five Pagodas and Fourteen Fanams Current money of Madraspatnam, Making in Sterling Money of Great Britain the Sum of Eight Shillings for every Pagoda, the Sum of Thirty Four Pounds and three Shillings & three pence for work Manfully and at large appear by a Copy of the Account hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted as part of this Your Orators Bill of Complaint the Originals of which are in Your Orator's possession and ready to be produced, whenever Your Orator shall by this Honble Court, be thereunto required. Your Orator further

Sheweth

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Sheweth unto this Honble Court that in the Month of June in the present Year of Our Lord One Thousand Seven hundred and Eighty three, Your Orator sold and delivered unto the said Edward Pelling three Maund of Bisquits for which he, the said Edward Pelling, did then and there agree, promise and undertake to pay unto Your Orator the Sum of Six Pagodas and thirty six Fanams. your Orator further Sheweth unto this Honble Court that in the said Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three, Your Orator also sold and delivered unto the said Edward Pelling eight Pieces of Ozeroes, for which he, the said Edward Pelling, did then and there agree, promise, and undertake to pay unto Your Orator the Sum of Twenty Pagodas; Your Orator further Sheweth unto this Honble Court that in the said Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three, Your Orator sold unto a Mr. Ash three Pieces of long Cloths for the Sum of thirty one Pagodas and Twenty three Fanams which Your Orator refuses to deliver without the same being immideately paid for, in consequence of which the said Edward Pelling came unto Your Orator and promised to be answerable for the Amount thereof, and desired Your Orator to deliver the long Cloths to the said Mr Ash, which Your Orator accordingly did, and the said Edward Pelling did then and there promise and undertake to pay unto Your Orator the Sum of Sixty Pagodas and

Twenty

Know all Men by these Presents that I John Bell of Madras Merchant for and in Consideration of the Sum of Six hundred Star Pagodas to me in hand paid by Narain Pilla have transfered Mortgaged and assigned and do hereby transfer Mortgage and Assign unto the said Narain Pilla a House and Ground Containing in Lenght from North to South One hundred and Thirty Seven feet and a quarter and in Breadth from East to Weston the North end fifty five feet and on the South end forty Nine feet and three quarters which Premises are Situated at Paddinacka Pilla in Sydl Maiks Mooda[illegible] Street between the Grounds of James Stranger and Daniel Shaw together with all appertenances Now belonging to the same To have and to hold the said Narain Pilla his Heirs and assigns for ever Provided Nevertheless the aforesaid Sum of Six hundred Star Pagodas with the Interest for the same after the Rate of Twelve p Cent p annum Pay able on Demand Shall be well and truely paid unto the above named Narain Pilla his Heirs or assigns then and immediately upon such payments be the said John Bell his Heirs or assigns Shall and do Surrender the Premises above Mortgaged But in Case the said Sum of Six hundred Star Pagodas with the Interest thereof or any Part of it Shall Remain due and unpaid the same having been first Lawfully Demanded It is hereby agreed that then the said Narain Pilla his Heirs or assigns shall and may Post up to Sale at Public Outcry the the aforementioned house and Ground and out of the produce arising from such Sale Retain the aforesaid Sum of Six hundred Star Pagodas which the Interest Returning the Overplus unto the said John Bell his Heirs Set my hand and Seal in Fort St. George this First day of January in the Year One Thousand Seven hundred and Eighty

Signed Sealed and Delivered in the Presence of — Signed/ John Bell (Ls)

Struck Exd Chas. Bromley
Atty Compt.

Mayors Court at Madraspatnam Tuesday the 26th day of August Anno Domini 1783.

Present

William Webb Esquire Mayor
Edward John Holland and John Menzies
Aldermen

Between Narain Pilla Inhabitant, Coolie Plaintiff and John Bell of Fort St. George Carpenter Defendant

The Defendant being in Court and acknowledging the Justness of the Complaint to Demand This Court doth therefore think fitt & 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 Pagodas and Ten Fanams Pags 840.10 and together with such Interest as now is or shall hereafter become due thereon untill full Payment be made also all Cost of this Suit

Fort St. 12th July 1783

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator John Bruce of Madraspatnam Merchant, that Edward Pelling of the same place Inhabitant stands well and truly indebted unto your Orator in the Sum and Just Sum of Eighty five Pagodas and fifteen Fanams Current Money of Madraspatnam, Making in Sterling Money of Great Britain the Sum of Eight Shillings for every Pagoda, the Sum of Thirty four Pounds and three Shillings as more at large and more fully and at large appear by a Copy of the Account hereto Annexed for the Inspection of this Honble Court, which your Orator prays may be deemed and taken as part and parcel of this your Orators Bill of Complaint the Original whereof is in your Orator's possession and ready to be produced, whereon your Orator doth pray this Honble Court to Decree the same accordingly. Your Orator further

Sheweth unto this Honble Court that in the Month of June in the present Year of Our Lord One Thousand Seven hundred and Eighty three, your Orator sold and delivered unto the said Edward Pelling three Maund of Bisquits for which he, the said Edward Pelling, did then and there agree, promise and undertake to pay unto your Orator the Sum of Six Pagodas and thirty Six fanams. your Orator further Sheweth unto this Honble Court that in the said month of June in this present Year of Our Lord One thousand Seven hundred and Eighty three, your Orator also sold and delivered unto the said Edward Pelling eight Pieces of Sygrees, for which he, the said Edward Pelling, did then and there agree, promise, and undertake to pay unto your Orator the Sum of Seventy Pagodas; your Orator further Sheweth unto this Honble Court that in the said Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three, your Orator sold unto a Mr. Ross three Pairs of long Cloths for the Sum of thirty one Pagodas and Twenty three fanams which your Orator refuses to deliver without the same being immediately paid for; in consequence of which the said Edward Pelling came unto your Orator and promised to be answerable for the Amount thereof, and desired your Orator to deliver the long Cloths to the said Mr. Ross, which your Orator accordingly did, and the said Edward Pelling did then and there promise and undertake to pay unto your Orator the Sum of thirty one Pagodas and twenty

twenty three fanams. Your Orator further Sheweth unto this Honble Court that in the said Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three Your Orator Sold and delivered unto the said Edward Pelling twenty Cadies of Tea for which he, the said Edward Pelling, agreed, Promised, and undertook to pay unto Your Orator the Sum of Seven Pagodas. Your Orator further Sheweth unto this Honble Court that in the Month of July in this present Year of Our Lord One Thousand Seven hundred and Eighty three Your Orator also Sold and delivered unto the said Edward Pelling one Dubbah of Ginger, for which he, the said Edward Pelling, agreed, promised, and undertook to pay unto Your Orator the Sum of Seven Pagodas. Your Orator further Sheweth unto this Honble Court that there are Divers Sums due unto Your Orator from the said Edward Pelling for the several Articles herein before specified the Sum of Eighty five Pagodas and Fourteen fanams and the said Edward Pelling hath not, nor hath any one for him paid or caused to be paid unto Your Orator or unto any other Person or Persons for Your Orator's Use any Sum or Sums of Money in part or full payment for the said Articles or Any Part thereof, and although Your Orator hath often applied unto him the said Edward Pelling by Your Orator Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested payment of the said Sum of Eighty

Eighty five Pagodas and fourteen fanams from the said Edward Pelling

But now so it is may it Please this Honble Court that the said Edward Pelling doth 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 Edward Pelling may upon his Corporal Oath, full, true, Direct and perfect Answer make to all and Singular the Matters and things hereinbefore setforth and Alledged, as fully, truely, perfectly and Effectually to all Intents and purposes, as if the same were here again Repeated and particularly Interrogated, and more especially that he, the said Edward Pelling, may setforth and discover whether he did or did not in the Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three, or at any other and what time or times, buy and Receive of and from Your Orator three Mounds of Bisquits or any other and what Quantity, and whether he, the said Edward Pelling, did or did not Agree, for the purchase Money of such Bisquit, the Sum of Six Pagodas and thirty six fanams or any other and what Sum or Sums of Money, And whether he, the said Edward Pelling, did or did not in the said Month of June in this present Year of Our Lord One Thousand

Thousand Seven hundred and Eighty three or at any other and what time or times buy and Receive of and from Your Orator eight Pie-ces of Izarees or any other and what quantity, and whether he, the said Edward Pelling, did or did not agree, promise, and under-take to pay unto Your Orator, as and for the purchase money of such Izarees the Sum of Twenty Pagodas or any other and what Sum or Sums of Money, and whether he, the said Edward Pel-ling, did or did not in the Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three or at any other and what time or times, deliver Your Orator to deliver to Mr Ross three pieces of Long Cloth and whether he, the said Edward Pelling, did or did not promise and undertake to be answerable for the Amount thereof, and whether he, the said Edward Pelling, did or did not Agree, promise, and under-take to pay unto Your Orator, as and for the purchase Mo-ney of Such Long Cloths the Sum of thirty One Pagodas or twenty three Fanams or any other and what Sum or Sums of Money, and whether he, the said Edward Pelling, did or did not in the Month of June in this present Year of Our Lord One Thousand Seven hundred and Eighty three or at any other and what time or times, buy and Receive of and from Your Orator, or by any other and what means get possession of Twenty Caddies of Tea, or any other and what quantity, and whether he the said Edward Pelling, did or did not agree, promise, and under take to pay unto Your Orator, as and for the purchase money of Such Tea, the Sum of

Twenty

Twenty Pagodas or any other and what Sum or Sums of Money, and whether he, the said Edward Pelling did or did not in the Month of July in this present Year of Our Lord One Thousand Seven hundred and Eighty three, or at any other and what time or times, buy and Receive of and from Your Orator one Dubber of Ginger Ayl or any other and what quantity, and whether he, the said Edward Pelling, did or did not Agree, promise, and undertake to pay unto Your Orator, as and for the purchase Money of such Ayl, the Sum of seven Pagodas or any other and what Sum or Sums of Money, and whether he, the said Edward Pelling, ever did, or any one for him, at any and what time or times, pay or cause to be paid unto Your Orator or unto any other and what person or persons for Your Orators use, any and what Sum or Sums in part or in full payment for the Respective articles herein before specified, And whether the same were Terms due to Your Orator from him, the said Edward Pelling, the Sum of Eighty five Pagodas fourteen Fanams or any other and what Sum or Sums of Money, And that he, the said Edward Pelling, may be Ad-vised to pay unto Your Orator the said Sum of Eighty five Pagodas and fourteen fanams, or the all such Interest that either Now is or shall or may hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the said Edward Pelling to be Summoned and Required by the Sheriff of Fort St George Town of Madrespatnam and the districts thereof personally to be and appear before this Honble Court at a certain time and Place to be by this Honble Court prefix-ed and appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Thomas Jones
Atty for Compt

Filed 12th July 1783
This Bill was drawn Summons Issued Thursday 17th July
Let Summons issue returnable the first Court day
Mr Webb
Pagan

of Madras Inhabitant Complainant and Edward Pelling of the Same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty five Pagodas and fourteen Fanams Pags 85. 14 / together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Wor

Fort St. George 10th March 1758

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto the Honble Court Your Orator Samuel Sheen of Madras Inhabitant by his Attorney Joseph de Sylva of the same place Inhabitant That Meeyah Hamed of Madras aforesaid Inhabitant Justly and truly indebted unto Your Orator in the full and Just Sum of Four Thousand Four Hundred and Ninety Seven Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand Seven hundred and Eighteen

Eighteen Pounds and Sixteen Shillings or thereabouts as will more fully and at large appear by the Copys of an Account Current Translation of an Agreement and Assignments with Power of Attorney annexed for the Inspection of this Honble Court and which Your Orator prays may be admitted as part of this his Bill of Complaint the Original Account Current Agreement and Assignments with Power of Attorney being in Your Orators Attorneys Possession and ready to be produced for the Inspection of this Honble Court if thereunto particularly required And Your Orator further sheweth unto this Honble Court that he hath frequently and in an amicable manner requested payment from the said Meeyah Hamed of the said Sum of Four Thousand Four Hundred and Ninety Seven Pagodas But now so it is may it Please this Honble Court the said Meeyah Hamed Affectedly and wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Genl Relief and as in duty bound Your Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Meeyah Hamed may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things therein before Set forth and Stated as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of Four Thousand Four Hundred and Ninety Seven Pagodas —

Filed 15th July 1783 –

To the Honble the Mayors
Court at Madraspatnam

Between John Green of Ma-
draspatnam Inhabitant –
Complainant and Edward
Pelling of the same place
Inhabitant Defendant

The Affidavit of John Green
this Deponent Maketh Oath and Saith that
the above named Defendant Stands Justly and truly in
Debt unto him this Deponent in the full and Just
Sum of Eighty five Pagodas and fortten fanams Current
Money of Madras –

John Green –

Sworn to before me
this 15th July 1783
Wm Webb
Mayor

Thomas Jones
Atty for Compt.

Mayors Court at
Madraspatnam

Tuesday the 26th day of Augt.
Anno Domini 1783

Present
William Webb Esquire Mayor
Edward John Holland & John Menzies
Aldermen

Between John Green
of

Edward Pelling in Account with John Green

Dr

1783							
July 15	To Balance Due						85 14 –
							85 14 –

Cr

Pay & us 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 Megah Nonnd to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and there to Answer this Your Orator's Bill of Complainant and further to and abide by such Order and Decree therein as to this Honorable Court shall seem Meet

10 March 1783.

James Johnson
atty for the Compl.

The Defendant Summoned
between the days of Adjournment
Let a Summons issue returnable the
Next Court Day.

Wm Watts
Mayor

Dr Megah Nonnd in Account Current with Samuel Sadeen

1783 Feby 21 By Balance due ... 1891 1891

Errors Excepted
Madras 21 Feby 1783
Samuel Sadeen

true Copy
Jas Johnson
atty for Compl.

Translate as near as Can be of a Note of Hand said to have been Executed by Meyah Hamed the Son of Mahomed Mocarar from Guzarat Language which was Read faithfully to the Interpreter.

I the under Writing Meyah Hamed do hereby Acknowledge to be indebted unto Samaloodin the Son of mahomed Sayd the Sum of Five Thousand and three hundred Star Pagodas, which Sum being the Ballance of the Account standing between Me and the said Samaloodin rising from the Settlement and Adjustment of the said Account payable unto him with Interest that shall become thereon at the rate of Twelve p Cent p Annum, the Condition of the Payment of the said Sum shall be as follows —

Firstly that out of the said Sum the Sum of Five Hundred and fifty Pagodas shall be paid in Rice at Vizagapatam According to the Current Price thereof

Secondly that the Remainder Sum of Four Thousand and fifty Pagodas with Interest thereon I promise unto the said Samaloodin to take a Quantity of Copper from an English Gentleman at Vizagapatam Called Mr Mackintosh and pay unto him in Copper at the Rate of Seventy Pagodas pr Candy and on Each the Amount of the price of the said Quantity of Copper as aforesaid Four Thousand Sum of Four Thousand three hundred and fifty Pagodas shall become due thereon they the said Samaloodin shall receive the Overplus thereof in Copper at above mentioned Rate and in default of the Payment of the said Quantity of Copper I do hereby promise unto the said Samaloodin to pay him the Sum of three hundred Pagodas in Ready Money Ten Garce of Rice at Vizagapatam at the Rate of Twenty five Pagodas p Garce Amounting to the Sum of Two Hundred and fifty Pagodas and Two Hundred and fifty Pagodas in Rupees and the Remainder Sum of One Thousand Two Hundred and fifty Pagodas Bind myself and promise to pay unto the said Samaloodin at the Expiration of Six Months from the date hereof and it is also hereby agreed that in default of the delivery of the said Quantity of Rice in Two Articles as above at Vizagapatam then Bind myself to pay unto the said Samaloodin the difference of the Price of the said equal Quantity of Rice that shall be risen from the date thereof here Dated 28th August 1782 —

Witnesses
Dava Ranoo Ardoostaraveo
Ninah Chetty

Signed in Persian Characters
by Meyah Hamed (L.S.)

a true Translate as Near as can be
of Abdulcur Agapeery Calendar

14th February 1783
Sworn to the truth of the
above Translation before me

Wm Webb
Mayor

a true Copy
James Johnson
Atty for Compt

To all People to whom these Presents shall Come Greeting:

Whereas Meeyah Hamed of Madras Inhabitant on the Ballance of an Account Current bearing date the Eighteenth day of November in the Present Year of our Lord One Thousand Seven hundred and Eighty Two Stands Justly and truly Indebted unto Meeyah Samaboden of the same place Inhabitant in the Sum and Total Sum of Three Thousand Six hundred and Ninety Six Pagodas Current Money of Madras Now Know Ye that the said Meeyah Hamed for a Valuable Consideration to him in Hand Paid by Said Rouchey of the aforesaid Inhabitant also before the Sealing and Delivery of these Presents the Receipt whereof he the said Meeyah Samaboden doth thereby Acknowledge he the said Meeyah Samaboden hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Jacob Rouchey the said Account Current & the Money in Same Account 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 parts thereof and the said Meeyah Samaboden for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth Make Constitute and Appoint the said Jacob Rouchey 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 Jacob Rouchey his Executors Admrs and Assigns to ask Require Demand and Receive of the said Meeyah Hamed his Heirs Executors and Administrators the Money due and to become due on the said Account Current and on Non Payment thereof he the said Jacob Rouchey his Heirs Executors & Administrators to sue for and Recover the same and on Payment thereof to deliver upon said Account and give Sufficient Releases & Discharges therefore & One or More Attorney or Attornies under him shall Lawfully doin the Premises the said Meeyah Samaboden doth hereby allow and affirm and the said Meeyah Samaboden doth Covenant with the said Jacob Rouchey that he the said Meeyah Samaboden hath Not Received Nor will Receive the said Money due or to become due on the said Ballance of the said Account Current or any part thereof Neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Jacob Rouchey Saving the said Meeyah Samaboden harmless & Keeping him from any Costs that may happen to him thereby And Witness whereof the said Meeyah Samaboden hath hereunto Set his hand & Seal in Madras this Eighteenth day of November in the Present Year of our Lord One Thousand Seven hundred & Eighty Two.

/Signed/ Samaboden (Ld)

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

true Copy
James Johnson
Clk to the Compy

Memorandum that the within Named Jacob Rowley for a Valuable Consideration to him in hand paid by the within Named Meyah Jamalodeen the Receipt whereof and of every part thereof is hereby Acknowledged hath Bargained Sold & Assigned and Setover and doth by these Presents Bargain Sell Assign and Setover unto the said Meyah Jamaloodeen his Executors Administrators and Assigns the Bonds Sums & Sum of Money herein Assigned and due and owing by the said Meyah Hamed and every part and parcell thereof & all his Right and Interest to him formerly herein Assigned by the said Meyah Jamaloodeen and every part & parcell thereof together with the said Assign and all and Several the Right and Claims and Demands to have therein made over which he the said Jacob Rowley doth hereby Release and Confirm unto him the said Meyah Jamaloodeen his Executors Administrators & Assigns to his and their own behoof and benefit in as full and ample Manner as the same was previous to any such Assignment to him the said Jacob Rowley made and Executed In Witness whereof the said Jacob Rowley hereunto Set his Hand and Seal in Madras this Ninth day of December in the Year of our Lord One Thousand Seven hundred & Eighty Two.

Signed Sealed & Delivered
Whereon Stamped Paper is to be
had in the Presence of

Emanuel Le Anderson

Signed Hernandeen

Signed Jacob Rowley (L.S.)

a true Copy
James Johnson
Atty for the Compt.

20

To all People to Whom these Presents shall come greeting Whereas Meyah Hamed of Madras Inhabitant on the Ballance of an Account Current bearing date the Twenty ninth day of February in the Year of Our Lord one Thousand Seven hundred and Eighty three arising upon a Bond or Obligation stands indebted unto Jamaloodeen of Madras Merchant in the Sum of Four Thousand two Hundred and Ninety Seven Pagodas Current Money of Madras as in and by the said Bond or Obligation and Account Current may appear Now know ye that the said Jamaloodeen for a Valuable Consideration to him in hand paid by Joseph de Sylva of Madras Inhabitant at or before the sealing and Delivering of these Presents the Receipt whereof is hereby acknowledged he the said Jamaloodeen hath assigned and setover and by these presents doth assign and setover unto the said Joseph de Sylva the said Account Current and Bond or Obligation and the Money or Amount thereof principal and Interest thereupon due and owing and which may become due thereon and all his Right of in and to the same and every part thereof and the said Jamaloodeen for the Consideration aforesaid hath made Constituted and appointed and by these presents doth make Constitute and Appoint the said Joseph de Sylva his Executors and Administrators his true and lawfull attorney or 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

said Joseph de Sylva his Executors and Administrators to ask require demand and Receive of the said Moyahmed his Heirs Executors administrators the Money due and to become due on the said Account Current and Bond or Obligation and on non payment thereof he the said Joseph de Sylva his Executors and Administrators to sue for and Recover the same and on payment thereof to deliver up the said Account Current and Bond or Allegation and give Sufficient Release or discharge therefore and one or more Attorney or Attornies under him to Constitute and whatsoever the said Joseph de Sylva or his Attorney or Attornies under him shall lawfully do in the premises the said Samalooden doth hereby allow and affirm and the said Samalooden doth Covenant with the said Joseph de Sylva that the said Samalooden hath not Received nor will receive the said Money due or to become due on the said Account Current and Bond or Allegation or any part thereof neither shall or will release discharge the same or any part thereof but will on the behalf of the said Joseph de Sylva sue for the recovery thereof and allow of all lawfull proceedings for the recovery thereof he the said Joseph de Sylva saving the said Samalooden Harmless and from any Cost that may happen to him thereby In Witness whereof he the said Samalooden hath hereunto set his hand and Seal in Madras aforesaid this Eight day of March in the Year of Our Lord One Thousand Seven hundred and Eighty three

Signed Sealed and Delivered
in the Presence of
Thomas Brown
Daniel Brown

Signed
Samalooden (LS)

a true Copy
Jam.s Johnson
Atty for Compl.t

Filed 11th March 1783.

In the Honble the Mayors
Court at Madraspatnam

Between Samalooden of
Madras Merchant by his Attorney
Joseph de Sylva Complainant and
Moyahomed Defendant

The Affidavit of Joseph de Sylva

The abovenamed Complainant Maketh Oath and Saith that the abovenamed Moyahomed stands Justly and truly Indebted unto him this Deponent in the Sum of four Thousand two hundred and Ninety Seven Pagodas and that the Defendant has been within the Jurisdiction of this Court since the Cause of Action Arose. —

Joseph de Sylva

Sworn at Fort St. George
this 12 Day of March 1783
Before me

Wm Webb
Mayor

James Johnson
Atty for Compl.t

Mayor's Court at
Madraspatnam

Tuesday the 9th day of September
Anno Domini 1783

Present

William Mayor Esqure Mayor
Edward Monro and Thomas Cooper
Aldermen

Between Sundry Inhabitants of Madras Inhabitant by their Attorney Joseph de Sylva of the same place Inhabitant Complainant and Meeyah Hamed of Madras aforesaid Inhabitant Defendant.

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Four Hundred and Ninety Seven Pagodas Pags 497 together with such Interest as now is or shall hereafter become due hereon until full Payment is made also all Costs of this Suit

Mayor

Recd 14th July 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Pedro Augustin de Vivanes by his Attorney Antonio De Souza of Madras Merchant That Alexander Cuthbert also of Madras Merchant as Attorney for Monsieur Conditchery Merchant who is Attorney for Charles Corvallo of Chandernagore Merchant is indebted unto the said Antonio De Souza in the Sum of Eighteen Thousand Current Rupees making at the rate of Three Hundred and Fifty Current Rupees for One hundred Pagodas, the sum of Five Thousand One hundred and Forty Two Pagodas and Thirty Six Fanams which said Sum of Eighteen Thousand Current Rupees was the proportion of the Insurance of the Snow the Chevalier which belongs to the said Charles Corvallo for which the Share which the said Charles Carvallo held in the Stock and Block of the said Snow the Chevalier the whole of which Stock and Block was valued at Fifty Nine Thousand Current Rupees whereof Twenty seven belonged to the said Charles Carvallo, and the Sum of Forty Thousand Current Rupees only being insured on the said Snow the Chevalier by the Insurance Company of Madras the Proportion thereof to the said Charles Carvallo is Eighteen Thousand Current Rupees as above Stated, and Some what more And your Orator further Sheweth that the said Charles Corvallo Mortgaged his said Share to the said

Pedro

Pedro Augusten de Vevanes as Security for a Sum of Money
due and owing by the said Charles Carvalho to the said Pedro
Augusten de Vevance which said Sum was effected
Same before mentioned in the Office of the Insurance Com-
pany at Madras, and Your Orator further sheweth that
the said Monsieur hath acknowledged that the said Charles
Carvalho is indebted to Your Orator as Attorney as aforesaid
in the Full Sum of the said Charles Carvalho in the said In-
surance, and in the Proportion due of the Salvage on the
Snow and Your Orator further sheweth that the said Alex-
ander Cuthbert hath received from the said Insurance Com-
pany the Sum of Forty Thousand Current Rupees for and
on Account of the said Snow The Chevalier, And your Ora-
tor further sheweth that he hath frequently and in a rea-
sonable Manner applied unto the said Alexander Cuthbert
for the Share of the said Pedro Augusten de Vevances as in
the said Sum insured on the said Snow, as of the Salvage
Money Recvd on account thereof

But now so it is and may it please this
Honble Court the said Alexander Cuthbert Obstinately and
wilfully refuses to pay the same altogether Your Orator may
Answer of Satisfaction touching the Premises Your Orator
therefore prays a Genl Relief such as to this Honble Court
shall Appear agreeable to Equity and good Conscience To
the End therefore that the said Alexander Cuthbert may
upon his Corporal Oath full true direct and perfect An-
swer make to all and singular the Matters and things
herein

herein before set forth and alledged as fully truely and effec-
tually 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 Eighteen Thousand Current Rupees making as aforesaid the
Sum of Five Thousand One hundred and forty Two Star Pags
and Thirty six Fanams and may also set forth the Sum of Mo-
ney received by the said Alexander Cuthbert by way of Salvage
on the said Snow The Chevalier and be directed to pay the Propor-
tion due thereon unto Your Orator and all Costs of Suit

May it Please this Honble Court to Cause
the said Alexander Cuthbert to be Summoned and Sequired by
the Sheriff of Fort Saint George Town of Madraspatnam
and Districts thereof personally to be and Appear before this
Honble Court at a Certain time and place to be by this Honble
Court prefixed and Appointed then and there to Answer this
your Orators Bill of Complaint and further to stand to and
abide by such Order and Decree thereon as to this Honorable
Court shall Seem Meet

Popham
Atty for Compt.

Filed 22d June 1779

The Answer of Alexander Colvill

of the Madras Merchant Defendant to the Bill of Complaint of Edward Gustine de Lavarene by his Attorney Antonio de Longa also of Madras Merchant Complainant

This Defendant Now and at all Times after saving and reserving unto himself full and all Manner of Benefit and Advantage of Exception to the Many Errors Untruths Uncertainties and Imperfections in the Complainants Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised to be material for him to make Answer unto Saith that he being called before this Honble Court as Attorney to another person and not supposed to be further informed or acquainted with the Nature of the demand of the said Complainant than by the Means of his Consideration this Defendant therefore prays leave to refer himself to Answer to the said Bill to Submit the Sundry Matters Things he has been instructed with by his said Constituent respecting the Losses the Shewalties upon which the Complainant found his Claim, and that by extending the Sale Monies received towards the different Interest which were insured

Firstly giving Credit for the full Sum received from the Insurance Company at Madras Amounting to Pagodas - 10,013-23-27

Secondly for the produce of Effects saved from the Ship wrecked by Mr Lefer - Pags 1969-11-60
11982-35-7

Deduct for Charges on the Receipt of the said Sums - 393-30-5

Remaining Ballance to be divided among the Insurers 11589-5-2

Which produces to each of the Interested the following Sums

To Mr Charles Carvalho for his part	5881-25-66.	
To Mr Le Fordugue for Do	4048-9-5.	
To Mr Dangereux for Do	848-36-33-	
To Mr Nicolas de Jorrances for Do	816-17-58.	
	Pags 11589-5-2.	

This Statement being once made Nothing Remained but to pay every person Interested according to it as Mr Charles Carvalho and Mr Le Fordugue were not indebted to Mr Dangereux for their Shares of the premium of Insurance paid in full by Mr Dangereux of which Mr Nicolas de Jorrances only has paid his part, which made a new Statement Necessary and a different devision of the said Sum of Eleven Thousand Five Hundred and Eighty Nine Pagodas five fanams and two Cash in order to Shew the true Ballance due to Mr Charles Carvalho Mr Le Fordugue and Mr Dangereux, which will appear in the following Account made up to the 31st day of December last So Wit

To Mr Charles Carvalho for his Share according to the former Account made up to the 22d of July 1778 Pagodas - 5881-25-66.

Debit

By his Share of Premium of Insurance paid by Mr Dangereux belonging to the Account of 31st of December last - 733-23-56

By Ballance due to Mr Charles Carvalho - 5148-2-10

To Mr Le Fordugue According to the former Account made up the 22d July 1778 - Pags 4048-9-5.

Debit

By his Share of Premium of Insurance paid by Mr Dangereux - 504-34-66

By Ballance due to Mr Le Fordugue - 3543-16-19

Carried over Pagodas 8691-18-29

Brought Over Pags 8691. 15. 2

To Mr Dangirenum for his Share
according to the Account made
up to the 22d of July 1778 ..... 842. 36. 33.

To Share of Pecuniary
advanced on Account of
Mr Charles Cowalho ... 733. 23. 56.

To Ditto on Account of
Mr Le Fondegue ... 504. 34. 6. 1238. 16. 42.

2081. 19. 5

To Mr Nicolas de Fonseca his Interest having
standed in the same in the Statement under
the 31st of December under that of the 22d
of July ... 816. 17. 5.

Pagodas ... 11589. 5. 1

Conformable to the above Account, this Defendant paid
to Mr Le Fondegue the Sum of Three Thousand five Hundred
and forty three Pagodas Sixteen Fanams and Nineteen Cash
and hath given Credit to the said Mr Moracin as Attorney
to Mr Dangirenum and Mr Nicolas de Fonseca in the aforesaid
Sums of Five Thousand and Eighty one Pagodas Ten Fanams
& Seventy five Cash and Eight Hundred and Sixteen
Pagodas Seventeen Fanams and Fifty Eight Cash, the
only Sum on this Account undisposed of is the Sum
of Two Thousand one Hundred and forty Eight Pags
and two Fanams and Ten Cash belonging to Mr
Charles Cowalho, respecting which this Defendant
prays to give the following explication, according to the
informations

information received by him from the said Mr Moracin
his Constituent contained in a Letter wrote by him to this Defen-
dant To Wit — I have already had the Honor to assure you
that I had no personal Interest in the Chevalier; the Charge
of this affair acceded to me by chance, and I should never
have taken the trouble of it but on Account of my intimate
friend Mr Dangirenum — It would not be just, after having
taken so much trouble, that the only Recompence for my dis-
interested Care, should be to answer before a Court of Justice,
respecting any Matters relating to it but I am in hopes
many inconveniences on that Account will be abviated, if you
will be so good, as to attend to what I have further to say upon
the Subject —

I explained to you in my Letter of the 16th of June
as well as my note of the 3d of July last, that Mr Charles Cor-
-valho's Interest in the Chevalier, was in dispute between him
and Mr Don Pedro Augustino de Cravas, in Consequence of
a Note for fourteen Thousand Seven Hundred and thirty Six
Current Rupees, which he had accepted the 16th of Novr 1776
this Agreement taken before a Notary appears as an entire Release
of the Right of Mr Charles Corvalho in the Snow the
Chevalier untill Mr Cravas is paid back the principal
and Interest of the said Sum of Fourteen Thousand Seven
Hundred and thirty Six Current Rupees, this same Note
however is subject to the Advance of Premium of Insu-
rance made by Mr Dangirena on Account of Mr Car-
-valho, for which Reason I have made debit of it in the
Account of the 31st of December last in favor of Mr
Dangirena

Dangerous as was just and Reasonable. —

A Short time after that Mr Carvalho had accepted the note in favor of Mr Vivanco, Mistress Carvalho made a Separation of Estates with her Husband by the Judicial Authority of Chandernagore, in Consequence of which Separation the Lady protested by her Attorney Mr Solomin based her Discharge against having paying away this Money, the proceeds of the liquidation of the Snow the Chevalier, On the other hand when I was preparing to give you the Necessary powers to draw from the Insurance what they were to pay, Mr De Souza Attorney to Mr Vivanco objected to the Same, which might be due to Mr Carvalho, from being carried out of Madras. —

These two Oppositions being contradictory, it becomes necessary that Mr Vivanco and Mistress Carvalho should plead his either in person or by the means of their Attorneys before any Judicature Authorized to determine upon their Separate Rights. to facilitate the money of both parties to place the Matter Request you will do two things, first to procure me a Legal Copy of the protest made by Mr de Souza against you Secondly to deposite in advance Pagodas the Sum of Three Thousand one Hundred and forty Eight Pagodas two Fanams and Ten Cash, which is the Most Ballance at this day coming due to Mr Charles Carvalho from the Snow the Chevalier —

As soon as you have made this deposit I will give a Judicial attestation of it, which I will inform Mistress Carvalho's Attorney at Pondichery in order that he may

may determine upon the means of defending his Constituents Right.

All which matters and things this Defendant is Ready and willing to aver maintain and prove as this Honble Court shall direct and most Humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained —

Alex Cuthbert

by Dan Pinn

atty Defend.t

Filed 4.th Sept.r 1780

The Replication of Pedro Augustino Vivanco Complainant to the Answer of Alexander Cuthbert Defendant. —

This Repliant now and at all times hereafter saving and to himself reserving all and all manner of benefit and Advantage of Exception to the many Errors insufficiencies and imperfections in the said Answer contained for Replication thereunto Saith that his Bill of Complaint against the said Defendant and all and singular the Matters and things therein contained are good true Certain and Sufficient in the Law to be answered unto in such manner and form as the Same are therein and thereby set forth and alledged and that the said Answer is very untrue insufficient and insufficient in the Law and for further Replication to the Answer of the said Defendant This Repliant Saith he admits and believes the Defend.t State of the insurance Account to be true report thereof and that the Sum

Sum of Five Thousand One hundred and Forty eight Pagodas
Two fanams and Ten Cash so undisposed of and still remaining in
the Defendants hands is the nett Ballance appearing due to
right of Charles Carvalho of Chandernagore Merchant But this
repliant as Mortgagee doth insist his well intitled thereto in pre-
ference to any other Claim that can Appear because the said Charles
Carvalho for Securing and discharging a Sum of Money by him
before that time due and owing to this Repliant Mortgagee
made over his Share or Right in such Insurance to this Repliant
and that such was the then only Incumbrance Chargeable upon
or affecting the same or to which his share under such Insurance
was Subject as acknowledged by Monsieur of Pondicherry the
immediate Attorney of the said Charles Carvalho and to whom the
Defendant is a Substitute and this Repliant further saith that
Seperation taking place between the said Charles Carvalho and his
Wife in the Circumstance of their Estate being Divided
set apart or Otherwise Distinguished no ways affects or Lessens
this Repliants Claim because this Repliants Right to such Share
of such Insurance did effectually and to all intents and purposes
so far vested and Confirm the same in this Repliant that no Sub-
sequent act of the said Charles Carvalho could any ways Affect or
prejudice this Repliants Interest therein and this Repliant further
saith that as the said Defendant by his answer admits
in his hands such Sum under such Insurance and whereto this
Repliant is well Intitled the said Defendant as Attorney or
Substitute as aforesaid is Justified and will Act up to his
Trust

Trust by paying over the same to this Repliant whose Clear
title thereto is to the Defendant an Equitable Warranty and
should be to him a prevailing Argument to Consider this
Repliants Claim to have every Just preference to any other
and this Repliant further humbly Observes to this Honble Court
that it appears of the said Moranins own Shewing that the
seperation of Estates between the said Charles Carvalho and his
said Wife was subsequent to the Assignment by the said Charles
Carvalho of the property in question and this Repliant therefore
humbly insists that such his Claim on the Defendant as the
Legal Representative of the said Charles Carvalho is Clear and
unimpeached by any such Seperation nor can it be affected
thereby, be the said Seperation ever so formally made, and this
Repliant further saith that for the further Satisfaction of this
Honble Court this Repliant hath hereunto subjoined a Copy of
the Translation from the French by the Court Interpreter of the
Original Obligation whereby the said Charles Carvalho is so
indebted unto this Repliant) in the said Sum of Fourteen Thou-
sand Seven hundred and Thirty Six Current Rupees with
Interest as mentioned in the said Answer of the Defendant and
to secure the Repayment whereof with Interest the said Charles
Carvalho did Mortgage his said Share in the said Insurance made
at Madras and which by the Defendants Shewing appears to amount
to the Neat sum of Five Thousand One hundred and Forty Eight
Pagodas two fanams and Ten Cash and this Repliant further saith
that as it also appears by the said Mortgage of the said Charles
Carvalho that the Insurance was made at Madras it was incum-
=cumbent on the said Charles Carvalho or his said Wife if they thought
they -

they had any Claim, or that the said Wife had any Claim in consequence of the said Seperation of Property to have proved such Claim in the Court under the Jurisdiction the said Insurance was made, and therefore as No such Claim has been preferred to this Honble Court, and further as it appears on the face of the said Answer that the said Seperation of Property was Subsequent to the said Mortgage Deed this Replicant humbly avers that any Assignment thereon is ground less and that this Replicant to Claim to the Shares of the said Charles Carvalho under the said Insurance is well founded, and that the said Defendant ought to be Decreed to pay the same —

All which Matters and things this Replicant is ready and Willing to Aver maintain and Prove as this Honble Court shall Direct and humbly Prays as in and by the said Bill he hath already Prayed —

Bosphame
Solr for Replt

Copy of a Translation from the French of the Original Mortgage Bond by Henry DePuy Sworn Interpreter —

I the Undersigned promise and bind myself to pay to Mr. Pedro de Alevanes Interest upon the Sum of Fourteen Thousand Seven hundred and thirty Six Current Rupees of which I have this day given him a Bond before a Notary at the rate of ten per Cent per annum to commence from this day and till full payment of the said Bond, willing likewise that these presents shall have the same force and effect as the said Bond and Subject to the same Mortgage and Conditions as well upon my Interest in the Snow Chevalier Captain Le Fer as upon the Average in Case of her Loss (which God forbid) which may come due to me upon the Insurance of 40,000 Arcot Rupees which has been made upon her at Madras —

Chaordemagor the 10th October 1776 —

Signed Charles Carvalho

True Translation H DePuy Interpreter
a True Copy
Bosphame —

Ed 29th April 1782.

The Rejoinder of Alexander Cuthbert Defendant to the Replication of Pedro Augustino de Alvarenga by his Attorney Antonio de Souza Complainant —

This Defendant Now and at all Times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Untruths Incertainties Insufficiences and Imperfections in the said Replication Contained for Rejoinder, thereunto saith that he will aver Justify maintain and prove his Answer to the said Bill of Complaint and all and Singular the Matters and things contained to be good true Certain and Sufficient in the Law, to be Replied unto in such manner and form as the same are therein and thereby Set forth and Alledged and that the said Replication

Replication is very untrue, Evasive and Insufficient in
law. And this Defendant for further Rejoinder saith that
he Remains in the same Situation in Respect of Interest &
information Relating to the Money in question demanded by
the Repliant, as he was, previous, and at the time, of his filing
his Answer to the Repliants Bill of Complaint, in which
Answer this Defendant has given his Reason for not pay-
ing the said money to the Defendant, that he had no Auth-
-ority from Monsieur Moracin to do so, but on the Contrary
there was an Actual Lien upon the Money while in Mon-
-sieur Moracins hands by the Protest of Monsieur Schmidt
an Alien under an Alien Juris diction, to Wit Pondicherry
and behalf and as Attorney to Mrs Carvalho the Wife of the
Repliants Debtor, and the said Money Remaind under the
same Inhibitions at the time the said Monsieur Moracin
paid it to him this Defendant, and was paid for the pur-
-pose of the Repliant and the said Mr Carvalho trying
their Seperate Rights and interest therein, and not to pay the
same to the Repliant. And by way of further Rejoinder this
Defendant saith that at the time he was not immediately inte-
-rested in the disposal of the said Money further than he has
before set forth, however, he does conceive, that he is bound by
Trust under which the same was paid, to make himself
so far a party as to lay before this Honble Court, what-
ever information he has been communicated to him Relating
the

the Property of or Claim to the Money in dispute, as well as
refer to the Consideration of the Honble Court such favorable
and legal points he may suggest and be advised to maintain or
elucidate the Validity of the Claim of the Parties, he is withheld
by from disposing of the Money in question contrary to their
own supposed Interests, this Defendant Apprehending
that a Suppression of such Circumstances would in Case they
contained any favorable Matter be an injury to the said parties
and a Misuse of that confidence the said Monsieur Moracin
placed in him, & abandoning the Trust to purposes it was
intended for —

This Defendant therefore saith that Notwithstand-
-ing the Claim of the Repliant upon the said Money he is
advised that there are legal Objections thereto that the present
action arises upon a Mortgage Bond executed by two Aliens in
foreign Jurisdiction, that the produce of the Mortgage was depo-
-sited in this this Defendants hands by an alien, not to pay the
same to the Repliant, but as property that was Actually in
dispute between the Repliant and the Wife of his Debtor,
And the paying the same away to the Repliant had been pro-
-tested against under a foreign Jurisdiction on behalf of the
Wife, and that under these Circumstances and Restrictions the
said produce was paid into the hands of this Defendant,
and therefore this Defendant conceives, that the Seperation
of the said Mr Carvalho from his Husband the said
Charles Carvalho do thereby effectually defeat and annul the Repliants
Claim, —

Claims, it appearing further that the said Seperation was effected under the Judicial Authority of Chandernagore that time part of the French Kings Dominions, and governed by the Laws of France, and also that the said Mr Carvalho had taken legal means according to the Laws of France, to prevent the Money in question being paid away, by protesting by her Attorney Monsieur Solaminhac at Pondicherry against the said Monsieur Moracin, Therefore as any Right the Replicant can have must be under the Laws of France, this Defendant is advised that at the now Suit in an English Court Nevertheless the Debt can only be Recovered him according to the Laws of France, which is the fact so, as this Defendant is advised, of the Courts in England, and that in Cases of a Right being established by the Laws of France or any other foreign Court, and that the party goes to England, the Debt must be Recovered there according to the Laws of France or any other such foreign Court, for which Laws the Court take Notice on information or Evidence and decide thereon, And therefore as his Attorney came to the hands of this Defendant in the Manner before Related, he is humbly of Opinion that the Claims of the parties is not Altered thereby, but ought to Remain in the same posture they were previous thereto, And the said Defendant is -

is advised that the said Seperation being Subsequent to the said mortgage doth not alter the Right of Claim of the Wife of the said Charles Carvalho, and that by the Law of France the Wifes Dower according to her Marriage Contract stands superior to any other Demand created Subsequent to it, And it appears that Mr Carvalho has made such Claims and enforced such restrictions upon Monsieur Moracin, that he as a Subject of the Court of France esteemd himself bound to attend to, -

And further this Defendant saith that he has by himself and his Attorney endeavored to investigate as much as was in his power the Merits of the Seperate Claims of the parties in dispute, and prays to annex to this his Rejoinder Translation of a letter from the aforesaid Monsieur Solaminhac at Pondichary to his said Attorney dated the Twenty Sixth day of November One Thousand Seven Hundred and Eighty. To Wit. -

To Monsieur William Dick Esq
Attorney at Madras. -

Sir -

I have not Received any other Letter from you but that You have done me the honor to write me the 12th Instant, and which came to hand the 17th by which you ask the Opinion of the french Law upon the Law Suit between Mr Vivenco and Madame Carvalho Seperated in property from her Husband, for that purpose I send you the Ordonnance which Secures the priveledges of Wives, and preserves their rights from the day of their Marriage for the Security of their Interests examined by Monsieur Piveron de Morlet our Attorney General dated by Monsieur Mallez our Notary, also the Decree of the Superior Council of Pondichery of the 2 of August 1777, which authorizes -

authorizes her Claim upon the Amount of the Policy of Assurance which was in the hands of Monsieur Moraim &c. Had Madam Carvalhos Marriage Articles, the Decree of the Council of Chandernagor, by which the Separation of property has been pronounced, and the Decree which orders the Payment of the Dower of Madam Carvalhos Should have long since terminated this business but the confusion of the War which has obliged Madam Carvalho and her father to the Islands, have prevented their sending me these Instruments, and has been the occasion of discontinuing our Correspondence. Further Sir Jame of Opinion with you that this business originated under a French Jurisdiction that the decision of it ought to be according to the French Law, and if Mr. Vansittart will not agree to it, May it please that the deposit may remain as it still is, 'till I am furnished with the necessary Instruments to enable me to prosecute this affair. I also send you Copies of two Letters from Monsieur Wallis whose advice I have asked several times on the Subject of this affair but with no answer under a flying Seal Letter to Master Cuthbert which I wrote him the 4th of July last by Monsieur Pitteron, who was about that time going to Madras and to whom I wished to give this business in charge, but as his departure did not take place, this Letter has remained here, I request you to read it and deliver it to Mr. Cuthbert. When that after the two Instruments which I am ready on my part will be sufficient in continuing the Deposit I have wrote to Monsieur Labat at Pondicherry and four

four Months ago to furnish me with the Necessary Instruments but have not as yet received my Answer—

I am happy &c. Complimentary part of the Letter—

Signed De Solminhac—

true translation

Wm Dalrymple

Interpreter

the Decree of the Superior Council of Pondicherry was omitted to be enclosed, as this Defendant may presume by mistake, but the Translation of the Copy of the Ordonnance of the French King which serves to waives by the Law of France their Rights from the day of Marriage Attested by Monsieur Perron de Morlat and Monsieur Walkiers as Attorney General and Notary of the said Council, and in which Capacities they were ensured by the Capitulation of Pondicherry when Captured by his Majesty Fleet and the United Company's Forces in the Year One Thousand Seven Hundred and Seventy Eight—, is as follows, which this Defendant prays may be admitted as part of this his Rejoinder and the Original of which Copy is now this Defendants custody Ready to be produced when properly called for

Louis by the Grace of God King of France and Navarre to all to whom these presents Letters shall come Greeting. We have by our Edict of the month of February One thousand Seven Hundred and Seventy Six Established at Pondichery a Superior Council after the Manner of these of our other Colonys to afford effectual and Speedy Justice to our Subjects in the Countries and Merchants in-

in our different Settlements in India, and by the twelfth Article of our said Edict, We have in like Manner as by our Declaration of the Month of August One Thousand Seven Hundred and Sixty four, Ordained that the said Superior Council should conform themselves in their Decree to the Custom of Paris, but we are given to know that our former Superior Councils of Pondichery and the Judges of their Jurisdiction have always ordered in their Judgements, Sentences and Decrees which they have passed in Cases of confiscation of the produce of immoveables and moveables and even of immoveables where there are no immoveables to be found, should be divided according to the Order of Mortgages and that the Surplus in Case the whole should not be sufficient to satisfy Mortgage Creditors, should be divided in equal proportion between Creditors upon Deeds signed & Sealed, the while according to the Laws observed in many of our Provinces governed by the Civil Law. We have come to know that this Usage contrary to the hundred and Ninth Article of the Custom of Paris was introduced in India by reason of the Nature of property of our Subjects being mostly moveable, and because the wife on behalf of her Claim and Marriage Contract over the other Mortgage Creditors would not in any Manner have priority over Execution by Deeds Signed and Sealed if all the moveables of a Debtor were subject to Contribution equally among all his Creditors in Case of confiscation considering the Nature of the said Property the various Judgements which have been passed upon this Matter, and marriage Contracts, and other Authentick Deeds executed by distant Inhabitants, who have Regarded the Jurisprudence of their Courts of Justice as the fixed Law of their engagements. For these Causes and others us thereunto Moving with the Advice of our Council, our certain knowledge, full power and Royal Authority We have by these Presents Signed with our hand, said, Declared, and ordained Say Declare and ordain We will and please as follows.

Article 1st

We have approved and do Approve by these Presents all Judgements, Sentences and Decrees passed by our Superior Council of Pondichery and by the Judges of their Jurisdiction, in which Judgements Sentences and Decrees they have Ordered that the produce of Property Moveable and immoveable or of Moveables only of a Debtor in Case of confiscation, Should be divided between the Wife and the other Mortgage Creditors according to the dates of their Several Authentick Titles, and that the Surplus shall be divided between Creditors upon Deeds signed and Sealed. Will that against the said Judgements Sentences and Decrees there shall not be admitted any Petition of Repeal nor civil Petition, unless the said Petitions are grounded upon some other legal Means.

Art. 2.

We Authorize the said Superior Council and the Judges of

of this Jurisdiction to continue to follow in India the law established in the preceding Article in all Cases which shall come before them of Confiscation to distribute the produce of the Effects of a Debtor between his Wife and the other Creditors or among Creditors only, differing only in this Instance from the Method prescribed in the Eighteenth Article of the Custom of Paris.

Art. 3.

There shall not henceforth be allowed any Agreement by Mortgage upon the Moveables which shall not be in the possession of the Debtor at the time of his Death or at the time of his Effects being given up to his Creditors.

Art. 4

We do ordain by these Presents to Govern the future Rights of Succession upon Effects Regulated by the Articles One Hundred and Seventy one, One Hundred and Seventy Six, One Hundred and Seventy Seven, One Hundred and Eighty one, One Hundred and Eighty two of the Custom of Paris, which shall be followed according to their Form and Tenor. That we Give and Grant to our Officers of our Superior Council at Pondichery that they will Cause these presents to be Read and Registred, And the Contents thereof to keep and observe According to their Form notwithstanding any Laws or Ordonnances to the contrary. For such is our Will In Testimony whereof we have caused our Seal to be affixed to these presents. Given at Versailles the Seventh day last of February in the Year of Grace One Thousand Seven hundred and Seventy Seven And of our Reign the Third. Signed Louis and lower down By the King Signed De Castries Countersigned by the Attorney General of the King of the said Supreme Council of Pondichery

Pondichery the First day of September One Thousand Seven Hundred and Seventy Eight.

Piveron de Morlac

Collated with the Original Examined by us Royal Notary to the Sumpreme Council at Pondicherry, Signed at Pondicherry the First of September One Thousand Seven hundred and Seventy Eight.

Mallier

To which Matter this Defendant is humbly of Opinion are incumbent upon him to set forth, in order to enable this Honble Court to determine thereupon According to Right and Justice. And that in any Event this Defendant may be Approved to have acted conformable to the intentions of the Parties Interested in restraining the said Money in his hands for the purpose of their having an Opportunity of trying their Right thereto And this Defendant moreover saith that the long delays of the present Suit have not any way been occasioned by him, but by the neglect of the Complainant after filing his Answer to deliver into this Honble Court According to the prayer of this Defendant and the Order of this Honble Court the Original Mortgage Bond for his Inspection, which was only produced on or about the Second day of this present Month of April And this Defendant further says saith that he hath always had the said Sum of Money entire in his possession Ready as it now to be paid and delivered According to the Course and direction of the Law and of this Honble Court to any person And therefore this Defendant saith he ought not to pay Interest on the same or any

Costs

Costs of the Present Action and humbly prays According
as to any further Matter in the said Replication this Defen
saith the same is fully Agreed unto.

All which Matters and things this Defen
is ready and willing to averr maintain and prove as this
Court shall direct and most humbly pray, as in and by
Answer he hath already prayed.

My Dis Pltf

My Deft

Personally Appeared Charles Carvalho Merchant
dwelling in his own House Situate in the Government
Sworn's Parish, and by these presents Acknowledge
to be justly and legally indebted to the Seignr Don
Vivance Merchant of the English Colony of Calc
having his place of abode for some time since
Chandernagor, at the House of the Seignr Sorlais, sit
the Side of the Ganges in the aforesaid Parish of Hoo
at the time of executing hereof the Sum of Fourteen Thou
Seven Hundred and Thirty Sicca Current Rupees for Value
an obligation given by him to the said Seignr Don Pedro,
fifth of January last past, all the Twenty fifth of the
Sole fruition of the Decree given by Messieurs of the Co
Council of Chandernagor the Seventh of this Month of
the said Seignr Carvalho relating to certain Debt, which
Decree is to Remain in full force and Effect until the

of this present Obligation, at the term limited and engaged
to pay the aforesaid Sum of Fourteen Thousand Seven
Hundred and Thirty Sicca Current Rupees to the said Seignr
Don Pedro de Vivance, at his House in this Colony or to the
Bearer of these Presents two Months after the Arrival of the
Snow Le Chevalier Captain Le Fer in this port, under penalty
of all Costs, Damages, and Interest, and for which he has
bound, engaged, Secured and Mortgaged his Share or the out fitt of
the said Snow Le Chevalier, amounting to the Sum of twenty
seven Thousand Arcott Rupees or thereabouts, the said Seignr Car-
valho declaring that the said Share is his Sole property and free of
all Respondentia Mortgage and other encumbrances whatever
until this day, and moreover that the said Snow is insured
at Madras to the Amount of the Sum of Forty Thousand Arcott
Rupees in which Sum Each of the Interested partys in the said
out fitt of the said Snow the Chevalier, Amounting to the
Sum of Fifty Three Thousand Rupees or thereabouts, holds a
Prorata Interest By reason whereof the said Seignr Carvalho
places & Substitutes by these presents the said Seignr Vivance
in his Room and Stead in his Right to the said Prorata he is in-
titled to in the said Assurance of Forty Thousand Arcott Rupees
upon the said Vessell Le Chevalier so far as the Amount of the pre-
sent Obligation to be Recovered by the said Seignr Vivance out of
the Assurance of the said Vessell Le Chevalier the Sum of
Forty Thousand Seven Hundred and Thirty Sicca Current Rupees
in Case of the Loss of the said Snow, which God forbid Lastly,
Nevertheless as to the Remaind of the Seignr Bongoreas for the
Prorata of the said Carvalho in the premisses of the said
Insurance

Filed 25th June 1783.

36

To the Honble the Mayor
Court at Madraspatna

Humbly Complaining Sheweth unto Your
Honble Court Your Orator Longuy Chengelroy by his Attorney Thomas
Dudley one of the Attornies of this Honble Court that Poonah Costah
of Madras Inhabitant Stands Indebted unto Your Orator in the
full and just Sum of Four Hundred and Ninety Nine Pagodas
twenty five Fanams and Sixteen Cash Current Money of Madras
Making in Sterling money of Great Britain at the Rate
of Eight Shillings for every Pagoda the Sum of One Hundred
and Ninety Nine Pounds and Sixteen Shillings as therein and
as does more particularly and at large appear by an Account
Current, Copy of a Bond or Obligation given and granted unto
your Orator by the said Poonah Costah, dated the fifth day
of October which was in the Year of our Lord One Thousand
Seven hundred and Eighty two, and Copy of an Assignment
hereunto annexed for the Inspection of this Honble Court, all
which Your Orator prays may be admitted as part this his
Bill of Complaint And Whereas Your Orator hath frequently
and in an Amicable Manner Requested Payment of the said
Sum of Four Hundred and Ninety Nine Pagodas twenty five
Fanams and Sixteen Cash from the said Poonah Costah.

But now so it is May it Please this Honble
Court the said Poonah Costah Obstinately and wilfully re-
fuses to pay the same or to give Your Orator any manner of
Satisfaction

...tion whereby the Premises your Orator therefore prays
...General Relief, such as to this Honble Court shall appear agree-
able to Equity and good Conscience. To the End therefore that the
said Pannah Cottah 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 Rep-
eated and particularly Interrogated and that he may be Decreed to
pay unto your Orator the aforesaid Sum of Five thousand and
ninety Nine Pags Twenty five Fanams and Sixteen Cash
together with all such Interest as now is or shall hereafter
become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said
Pannah Cottah to be Summoned and Required by the Sheriff
of Fort St. George Town of Madraspatnam and the Districts
thereof personally to be and appear before this Honble Court at
certain time and place to be by this Honble Court prefixed and
appointed then and to Answer this your Orators Bill of Com-
plaint and further to Stand to and abide by such Order and
Direction herein as to this Honble Court shall seem Meet.

26th June 1783

This Bill was Sworn to me
Between the days of Adjournment
let Summons issue Returnable
Next Court Day. —

Wm Webb
Mayor

Hy DeDiary
Hby Compt.

15

Dr. Sooroo

1783 June	5	To Interest upon your Bond dated 5th Augt 1782 for Pags 6245.— for Eight months According to the Condition therein expressed to pay the said Int rest every 4 Months @ 12 p Cent p Annum	499.25.16
		Pagodas	499.25.16

Cr. By Balance Due

Pagodas 499.25.

Fort Saint George 5th June 1783

Errors Excepted

Hy DeDiary

Know all Men by these Presents that I Pannah Cottah of Madras Inhabitant am held and firmly bound unto Tangay Chengleray of Madras Inhabitant in the penal Sum of twelve Thousand four hundred and ninety Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said Tangay Chengleray his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs, Executors and Administrators firmly by these Presents. In Witness whereof I have hereunto set my Hand & Seal in Madras this fifth day of Octr in the Year One Thousand Seven Hundred and Eighty two

Whereas the above bound Pannah Cottah hath borrowed and received of the above named Tangay Chengleray the full and just Sum of Six Thousand —

…ching the Premises your Orator therefore pray…
…General Relief, such as to this Honble Court shall appear agre…
…able to Equity and good Conscience. To the End therefore that the
said Pannah Cottah 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 Spe-
-cified and particularly Interrogated and that he may be Decreed to
pay unto your Orator the aforesaid Sum of Two Hundred and Se-
-venty Nine Pagodas twenty five fanams and Sixteen Cash
-gether with all such Interest as now is or shall hereafter
become due thereon also all Cost of this Suit.

May it Please this Honble Court to Cause the said
Pannah Cottah to be Summoned and Required by the Sheriff
of Fort St. George Town of Madras patnam and the District-
-thereof personally to be and appear before this Honble Court at
Certain time and place to be by this Honble Court prefixed and
appointed them and to Answer this your Orators Bill of Co-
-plaint and further to Stand to and abide by Such Order and D-
-cree therein as to this Honble Court shall seem Meet.

24th June 1783.

Hy DuPuy
Atty Compt.

This Bill was Sworn to me
Between the day of Appearance
for Summons & the Returnable
Next Court Day.

Wm Webb
Mayor

5th Bond

1783 June	5th	To Interest upon your Bond dated 5th Augt 1782 for Pags 624.5.—.— for Eight months According to the Condition therein expressed to pay the said Int rest every 4 Months @ 12 ℔ Cent ℔ annum	499.25.16.	By Balance Due

Pagodas 499.25.16.

Pagodas 499.25.

Fort Saint George 5th June 1783.

Errors Excepted

Hy DuPuy

Know all Men by these Presents that I Pannah Cottah of Madras Inhabitant am held and firmly bound unto Tangay Chenglevoy of Madras Inhabitant in the penal Sum of twelve Thousand four hundred and ninety Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said Tangay Chenglevoy his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs, Executors and Administrators firmly by these Presents. In Witness whereof I have hereunto set my Hand & Seal in Madras this fifth day of Octr in the Year One Thousand Seven Hundred and Eighty two.

Whereas the above bound Pannah Cottah hath borrowed and received of the above named Tangay Chenglevoy the full and just Sum of Six Thousand

[illegible] months from the date [illegible] interest at
the Rate of twelve per Cent per Annum which Interest is to be paid every
four Months —

Now the Condition of this Obligation is such, that if the above
bound Poonah Cottah his Heirs, Executors, administrators, or
-signs, shall well and truely pay or cause to be paid unto the above
named Sangay Changelroy his Heirs Executors, administrators
or Assigns, the full and just Sum of Six Thousand two hundred
and forty five Star Pagodas together with such Interest
as may become due thereupon, then this Obligation to be void
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 —
Thomas Jones
[illegible]

True Copy
Henry DiePuy
Atty Compt.

To all People to whom these Presents shall Come Greeting
Whereas Poonah Cottah of Madras Inhabitant in and by
bond or Obligation bearing Date the fifth day of October in the
present Year of our Lord One Thousand Seven Hundred and Eighty
two Did become bound unto Sangay Changelroy of the same place
Inhabitant in the full and just Sum of Six Thousand two Hundred
and forty four Star Pagodas Current Money of Madras Conditioned to be
paid —

paid at the expiration of Twelve Months from the Date thereof
with Interest at the rate of twelve per Cent per Annum which
Interest is to be paid every four Months as by the said Bond and
Condition thereof may appear Now know ye that the said
Sangay Changelroy for the Sum of Six Thousand two Hundred
and forty five Pagodas to him in hand paid by Henry DiePuy one
of the Attorny of the Honble the Mayor's Court at Madraspatnam
at or before the Sealing and delivery of these presents the Receipt
whereof he the said Sangay Changelroy doth hereby acknowledge
he the said Sangay Changelroy hath Assigned and Set over and
by these presents doth assign and Setover unto the said Henry
DiePuy the said Bond and the money or Amount from 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 Sangay Changelroy for the Con
-sideration aforesaid hath made Constituted and Appointed
and by these presents doth ordain Constitute and appoint the
said Henry DiePuy his Executors and Administrators his true
and Lawfull Attorney and Attorneis 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 Henry DiePuy his Executors Administrators and Assigns
to ask Require Demand and Receive of the said Poonah Cottah
his Heirs Executors & Administrators the money due and
to become due on the said Bond and on non payment thereof
he the said Henry DiePuy his Heirs Executors and Administ-
-rators to sue for and Recover the same and on payment thereof
to

to deliver up the said Bond and give sufficient Releases and Discharges therefore and moreover Attorney or Attornies under him to Constitute and whatsoever the said Hendry DeBuy or his Attorney or Attornies under him shall Lawfully doe the premisses the said Sangay Chengalroy doth hereby allow and affirm and the said Sangay Chengalroy doth hereby allow and affirm and the said Sangay Chengalroy doth Covenant with the said Henry DeBuy that he the said Sangay Chengalroy hath not Received nor will Receive the said money due or to become due on the said Bond or any part there of neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said Henry DeBuy saving the said Sangay Chengalroy Harmless of and from any Costs that may happen to him thereby In Witness whereof the said Sangay Chengalroy hath hereunto set his hand and Seal on Madras the Fifth day of October One Thousand Seven Hundred and Eighty two

Signed Sealed and Delivered
(Signed) Sangay Chengalroy
wherein Stampt Paper is to be had
in the presence of

(Signed) Emanuel Louis Andeavre
Visvanadam

true Copy
Hy DeBuy
Atty Compt

Filed 11. augt 1783

39

In the Honorable the Mayors Court

The Plea and Answer of Ponnah Cottah of Madras Defendant to the Bill of Complaint of Sangay Changalroy of Madras Inhabitant Complainant by his attorney Henry Deposy

The said Defendant by Protestation not Confessing or Acknowledging all or any of the Matters and Things in the said Bill of Complaint of the said Complainant by his said attorney exhibited charged & set forth alleged or shewn as Cause of action or Ground of Complaint to be true in such Manner and form as the same are therein and thereby set forth for Plea thereunto this Defendant saith the Intent Scope and End of the said Bill of Complaint and the Account thereunto Annexed and which is prayed by the said Complainant to be made paid of the said Bill is to seek Recovery of the certain Sum of four hundred Ninety Nine Pagodas twenty five fanams and Eighteen Cash declared and stated to be the Interest for Eight Months on the principal Sum of six Thousand two hundred and forty four Pagodas whereas this Defendt saith that he is a Native of Madraspatnam and so is the said Sangay Changaloray the Complainant and that therefore under the Restriction and Provisions of his Majestys Charter he the said Defendant as he is advised is Not Answerable to the said Complainant in Manner and Form as

as by him is Demanded because No Agreement or Writing Obligatory was ever entered into by this Defendant to engage himself to submit to the Jurisdiction of this Honble Court for the matter in Dispute or touching or Regarding the same and altho the said Complainant comes before this Honble Court by his Attorney he this Defendant is advised that he the said Attg can have No other or grater Claim than the Original Oblige had or could have in his own proper Person so that if the said Bond be Really and bona fide assigned the Assignee must and ought to take it subject to the same Equity as the Original Obligee had stand No other — therefore this Defendant doth plead the Provision and Restrictions of his Majesty Statute in bar of the Discovery and Relief prayed by the said Bill and hereby Claims Benefit thereof — And this Defendant in No sort waiveing the Benefit of his said Plea but wholly insisting and relying thereon for Answer to the said Bill of Complaint he this Defendant Saith That at the time he executed the Bond in Question to the said Sungay Chinglavoy No Accounts Dealings Transactions or Contracts of any Kind or nature whatsoever did exist or had ever existed between this Defendant and the said Sungay Chinglavoy, save and except with the said Sungay Chinglavoy as Administrator to Cottapaukum Mootiah Moodelier Deceased, and in No respect than the Bond in Question — And this Defendant further denies to stand indebted to the said Complainant in the Amount of the Bond in Question or in any other sum or Sums of Money whatsoever

whatsoever, except as Administrator to Cottapaukum Mootiah Moodelier Deceased as Aforesaid, as this Defendant hath Never received any Consideration whatsoever, or had any Dealings or Translaction or Contracts of any Nature or Kind whatsoever With the said Sungay Chinglavoy except as the Administrator of Cottapaukum Mootia Moodelier Deceased and at the time he executed the Bond in Question he was told, fully understood and Really and bona fide executed the same to Sungay Chinglavoy as the Administrator of Cottapaukum Mootiah Moodelier deceased and that the Amount of the said Bond was a part of the Estate of the said Cottapaukum Mootiah Moodelier Deceased — and this Defendant saith that since the Execution of the said Bond he hath been informed and Verily believes that the said Sungay Chinglavoy hath been cited before the Kings Ordinary in this Honble Court and hath been Obliged to bring in and depose in the Registry thereof the Letters of Administration before granted to him empowering him to act as the Representative of the said Cottapaukum Mootiah Moodeliar Deceased which Authority and power being so suspended by the Operation of Law he this Defendant is advised that he the said Sungay Chinglavoy either in his own person or by his Attorney or delegate cannot in any Respect intermeddle with the Concerns Matters or Transaction Regarding the Estate of the said Cottapaukum Mootiah Mootiah Moodeliar Deceased nor would the Receipt Discharge or Acquittance of him the said Sungay Chinglavoy or his Attorney be good and sufficient in the Law to acquit this Defendant and present his being hereafter liable to the

the Executor or other legal Representative of the said Cottapauken
Mootiah Moodaliar deceased — And this Defendant further An-
swering saith that the said Sungay Chenglarry having taken
upon himself to administer to the said Estate and Effects of
Cottapaukum Mootiah Mandaliar deceased, and having in
that Capacity obtained the Bond in Question from this
Defendant in a very artful Manner in his own Name only be-
ing afterwards assigned the same to another Person with a
View to defraud and evade Justice and the Provisions and Restric-
tions in this Majesty's Charter and having actually put the
said Bond in suit against this Defendant a strong suspi-
cion if not a clear Intention is shewn of design on the said
Complainants to ensure and wrong this Defendant of the a-
mount of the Bond in Question and that such was and is
the Intention of the said Complainant is further established
because this Defendant hath heard and verily believes that the said
Complainant well knew previous to the time of his administra-
torship that Cottapaukum Mootiah Moodaliar had died Es-
tate for the said Sungay Chenglarry as this Defendant hath heard
and verily believes had taken in by the said Sungay Chenglarry
own hand Writing a Copy of last will and Testament of the said Cot-
tapaukum Mootiah Moodaliar Deceased —

All which Matter and things this Defendant is ready to aver
justify maintain and prove as this Honble Court shall Order and
Decree and this Defendant humbly prays to be hence dismissed
with his reasonable Cost and Charges in this Behalf most
wrongfully sustained —

James Johnson
Atty for the Defend.

41

Mayor's Court at Madraspatnam — Tuesday the 24th day of October Anno Domini 1783

Present

William Webb Esquire Mayor
James Call — Edward John Holland
Edward Garrow — John Menzies
and William Mitchell — Aldermen

Between Sungay Chenglarry by his Attorney Henry Dickens one of the Attornies of this Honble Court Complainant and Coorah Cottah of Madras Inhabitant Defendant

This Cause coming on to be heard & Debated this Day in the presence of the Attornies on both Sides on Reading the Complainants Bill with an Account Current Copy of a Bond or Obligation and Copy of an Assignment annexed — This Defendants Plea & Answer — & Hearing the Pleadings made use of by the Attornies & due Consideration had thereon This Court doth think fitt to Order & Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Four hundred & Ninety Nine Star Pagodas Twenty five fanams and Sixteen Cash / Star Pags 499. 25. 16. / together with such Interest as now is or shall hereafter become due thereon until full Payment is made and this further Ordered and Decreed that the Defendant be fined with four hundred Pagodas / Pags 400. — / as an example & Costs for his Litigiousness —

Court of Appeals at Madraspatnam } ff

Thursday the 5th day of June Anno Domini 1784

Between Cornd Cotch of Madras Inhabitant Appellant and Sangay Chinglory by his Attorney Henry Dudley one of the Attornies of the Hble the Mayor's Court Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of appeal and Answer and the Several Exhibits of the Hble the Mayor's Court together with the Decree of the said Court given in this Cause on Friday the 24th Day of October Anno Domini 1783 upon due Consideration of the Matters therein severally contained and of the Pleadings and Arguments used by the Attorneys on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the aforesaid Decree of the Hble the Mayor's Court do stand affirmed so far as that the Appellant shall pay to the Respondent the full and just Sum of Four hundred and Ninety Nine Pagodas Twenty five Fanams and Sixteen Cash Pags 499 25 16/ with such Interest as may be Come due thereon until full Payment is made but this Cause doth further Order and Decree that the Cost of the said Decree of the Mayor's Court which Orders exemplary Cts to be paid by the Appellant be reversed and that the Appellant do pay all Costs of Suit in this Court and in the Hble the Mayor's Court -

Chas. Freeman Clk

42

Filed 17th Sept. 1783 -

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble Court Your Orator Benjamin Millington, Clerk of Fort Saint George Inhabitant that Charles Darke of Madraspatnam aforesaid Inhabitant stands well and truely indebted unto Your Orator in the full and just Sum of five Hundred and Sixteen Pagodas and thirty three fanams Current Money of Madras, Making in Sterling Money of Great Britain, at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Six Pounds and fourteen Shillings or there abouts as will more fully and at large appear by a Copy of an Account hereunto annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted and taken as part and parcel of this Your Orators Bill of Complaint, the Original of which is in your Orators possession, and ready to be produced, whenever Your Orator shall, be this Honble Court, be thereunto required, Your Orator further Sheweth unto this Honble Court, that the said Charles Darke being much distressed for want of Money, applied unto your Orator to relieve him the said Charles Darke from his embarrassment by the Loan of five hundred Pagodas, which he, the said Charles Darke, intreated Your Orator to assist him with for the space of fourteen days only, at the expiration of which, he the said Charles Darke, faithfully and solemnly assured and promised Your Orator that the same should be repaid. Your Orator further Sheweth unto this Honble Court, that the said Charles Darke was so earnest and pressing in his application, and pointedly urged the same upon principles of friendship totally -

totally separate and apart from every Idea of a mercantile transaction, that your Orator, who at that time had a friendship for, and confidence in and Reliance upon the punctuality and Integrity of the said Charles Darke, suffered himself to be prevailed upon, and Accordingly lend and deliver unto the said Charles Darke, out of the Cash which Your Orator had reserved for your Orator's private expences, in full faith and confidence of the Repayment of the same at the Expiration of the time limited, that sum of Five hundred Star Pagodas Current Money of Madras, for Securing the payment of which, the said Charles Darke, gave, granted and delivered unto Your Orator a certain promissory Note of Hand, bearing date in Madras the fourth day of the Month of June, in this present Year of Our Lord One Thousand Seven hundred and eighty three, wherein and whereby he, the said Charles Darke promised and undertook to pay unto Your Orator the said Sum of Five hundred Pagodas, with such Interest as should become due thereon, whenever he the said Charles Darke, should by your Orator be thereunto required, as will more fully and at large appear by a Copy of the said promissory Note of Hand hereunto annexed for the Inspection of this Honble Court which Your Orator also prays may be admitted and taken as part and parcel of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's possession, and Ready to be produced, whenever Your Orator shall, by this Honble Court, be thereunto required. Your Orator further Sheweth unto this Honble Court, that after the time fixed for the payment of the said Sum of Five hundred Pagodas had elapsed, Your Orator, upon not hearing any thing of or from the said Charles Darke relative thereto, was compelled from Your Orator's

Orator's own Necessities, of which the said Charles Darke was well appriezed, to send to the said Charles Darke to require the immediate payment of his said promissory Note of Hand, when your Orator, to his no small surprise, found that the said Charles Darke, totally regardless of his promises and assurances solemnly made and pledged, and violating the Laws of friendship, which he, the said Charles Darke, has made the specious pretext wherewithal to impose upon Your Orator, evaded complying with Your Orator's requisition for payment of the said promissory Note of Hand under the most frivolous pretences, with which Your Orator Suffered himself to be amused and duped until the present period, when finding that no dependance whatever could be placed upon the ingagements of the said Charles Darke which were no sooner entered into than violated, Your Orator found himself under the Necessity of applying to this Honble Court to obtain that Justice, which experience had convinced Your Orator it was in vain to expect from the said Charles Darke without compulsory Measures. Your Orator further sheweth unto this Honble Court, that there now remains due unto Your Orator from the said Charles Darke for principal and Interest upon the said promissory note of Hand the Sum of Five hundred and Sixteen Pagodas and thirty three fanams, and the said Charles Darke hath not, nor hath any one for him, paid or caused to be paid unto Your Orator or unto any other person or persons for Your Orator's Use, either the whole or any part of the said Sum of Five hundred and Sixteen Pagodas and thirty three fanams. Your Orator further Sheweth unto this Honble Court, that he hath frequently and in amicable Manner requested payment from the said Charles Darke of the said Sum of Five hundred and Sixteen Pagodas and thirty three fanams. But now so it is may it Please this Honble Court, that the said Charles Darke doth obstinately and Wilfully refuse to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises. Your Orator therefore prays

General

General Rule so much as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said Charles Darke may upon his Corporal Oath full true Direct and perfect Answer Make, to all and Singular the Matters and things herein before setforth and alledged, as fully, truely, perfectly, and Particularly to all Intents and purposes, as if the same were here again Repeated and particularly Interrogated, And More especially that he, the said Charles Darke, may setforth and discover, whether he did or did not, in the Month of June in this present Year of Our Lord One Thousand Seven hundred and eighty three, or at any other and what time, borrow and receive of and from Your Orator the Sum of Five hundred Pagodas Current Money of Madrass, or any other and what Sum or Sums of Money and whether he, the said Charles Darke, did or did not give, grant and deliver unto your said certain promissory Note of Hand, bearing date in Madrass the fourth day of the Month of June, in this present Year of Our Lord One Thousand Seven hundred & eighty three, or any other and what date, conditioned for the payment of the Sum of Five hundred Pagodas or any other and what Sum or Sums of Money, payable on demand or at any other and what period? And whether he, the said Charles Darke, ever did or any or either of them, at any and what time, pay or cause to be paid unto Your Orator or unto any other and what person for Your Orator's Use, either the whole or any part of the said Sum of Five hundred and Sixteen Pagodas and thirty three fanams, and whether there are not remains due unto Your Orator from him the said Charles Darke for principal and Interest upon the said promissory Note of Hand the Sum of Five hundred and Sixteen Pagodas and thirty three fanams or any other and what Sum or Sums of Money? And that he, the said Charles Darke, may be decreed to pay unto Your Orator the said Sum of Five hundred & Sixteen Pagodas and thirty three fanams with all such Interest as either now is or shall or may hereafter become due thereon, also all Costs of this Suit

May

May it Please this Honble Court to Cause the said Charles Darke to be Summon and required by the Sheriff of Fort St. George Town of Madrasspatnam 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

Thomas Jones
Atty for Compltt

The 16. Sept. 1783
This Bill was Shewn to me in the days adjournment let a Summon issue returnable Next Court Day -

Wm Webb
Mayr

Dr Charles Darke in account with the Honble Company

1783 June 4th	To Principal Sum Lent by Bill of Exchange	Pags. 500	
	To Interest thereon from the 4th June 1783 to the 16th Sept. 1783 being 3 Months 12 days at 1½ per Cent per Month	16	33
		Pagodas 516	33

Contra Cr

1783 Sept. 16th	By Cash Received	Pags. 516 33
		Pagodas 516 33

E. E. excepted

Errors excepted
Thos Jones
Atty for Compltt

Madras 4th June 1783 Received from the Reverend Mr. Mellingchamp five Hundred Star Pagodas which I promise to him or his Order on Demand with Interest

Star Pags 500. Chas Darke

A true Copy
Thomas Jones
Atty for Compt

Filed 17th Sept. 1783.

In the Honble the Mayor's Court at Madraspatnam

To Mr Thomas Jones

Sir

Charles Darke stands indebted unto me in the Amount of the Accompanying Account which Arises upon a Note of hand, which he refuses to Discharge. I do therefore hereby Authorize and Require you to commence an Action against him, the said Charles Darke in the Mayors Court for the Recovery of the Amount thereof, and to do such things therein and to proceed thereupon in such Manner, as You shall judge or think proper or Necessary for Carrying on such suit to effect

I am Sir
Your Obedt Servant
B. Mellingchamp

Madras 13th September 1783

45

Mayor's Court at Madraspatnam

Tuesday the 28th day of October Anno Domini 1783.

Present

William Webb Esquire Mayor
James Call for Mr William Mitchell
and Edward John Rolland Aldermen

Between Benjamin Mellingchamp, Clerk of Scotch Georges Inhabitant Complainant and Charles Darkes of Madraspatnam aforesaid Inhabitant Defendant.

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has Neglected doing. This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and Sixteen Star Pagodas and thirty three fanams / Star Pags 516. 33. -/ together with such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

Hur

Filed 9th Sept. 1783.

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Buthergee Dass of Madraspat-
-nam aforesaid Inhabitant, that Charles Darke, of the same place Inha-
-bitant, stands well and truly indebted unto Your Orator in the
full and just Sum of Four hundred and Twelve Pagodas Current
Money of Madraspat, Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda, the Sum of Four
hundred and Sixty four Pound and Sixteen Shillings as
as will more fully and at large Appear by a Copy of an Account
hereunto Annexed for the Inspection of this Honble Court which
Your Orator prays may be taken and admitted as part and par-
-cel of this Your Orators Bill of Complaint, the Original of which
is in Your Orator's possession, and Ready to be produced, whenever
Your Orator shall by this Honble Court be thereunto Required. Your
Orator further Sheweth unto this Honble Court that in the Month
of May in the present Year One Thousand Seven hundred and Eighty
three, Your Orator lent and delivered unto the said Charles Darke
the Sum of four hundred Pagodas Current Money of Madraspat, for
securing the payment of which he, the said Charles Darke, gave, grant-
-ed and delivered unto Your Orator a Certain promissary Note of
Hand, bearing date in Madraspat aforesaid the Twenty Sixth day of
the said Month of May in the present Year of Our Lord One Thousand
Seven hundred and Eighty three, wherein and whereby he, the said
Charles Darke, in good promised, and undertook to pay unto Your
Orator the said Sum of four hundred Pagodas with Interest after the
rate of twelve Pagodas by the hundred by the Year, whenever he, the
Said

said Charles Darke should by your Orator be thereunto Required, for the
due performance of which, he, the said Charles Darke, Mortgaged and
delivered unto Your Orator the several Pieces of Plate specified in the
said promissary Note of Hand, as will More fully and at large Appear
by a Copy of the said promissary Note of Hand hereunto annexed for
the Inspection of this Honble Court, which Your Orator also prays may
be admitted and taken as part and parcel of this Your Orators Bill of
Complaint, the Original of which is in Your Orator's possession, and
Ready to be produced, whenever Your Orator shall, by this Honble Court
be thereunto Required Your Orator further Sheweth unto this Honble
Court that there Now Remains due unto Your Orator from the said Charles
Darke for Principal and Interest upon the said promissary Note of Hand
the Sum of four hundred and Twelve Pagodas and the said Charles Darke
hath not nor hath any one for him paid or caused to be paid unto Your
Orator or unto any other person or persons for Your Orators use, either
the whole or any part of the said Sum of four hundred and Twelve Pa-
-godas. Your Orator further Sheweth unto this Honble Court that he
hath frequently and in an Amicable Manner Requested payment
from the said Charles Darke of the said Sum of four hundred and
Twelve Pagodas.

But now so it is May it Please this Honble Court
that the said Charles Darke doth 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 Re-
-lief such as to this Honble Court shall Appear Agreeable to Equity
and good Conscience. To the End therefore that the said Charles Darke
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 hereagain Repeated

and

and particularly Interrogated, And more especially that he, the said Charles Darke, may set forth and discover, whether he did or did not, in the Month of May in this present Year of Our Lord One Thousand Seven hundred and Eighty three, or at any other and what time or times, borrow and receive of and from Your Orator the sum of four hundred Pagodas or any other and what Sum or Sums of Money and whether he, the said Charles Darke, did or did not, give, grant, execute and deliver unto Your Orator a certain promissory Note of Hand bearing date the Twenty sixth day of the Month of May in the Year of Our Lord One Thousand Seven hundred and Eighty three, or any other and what date, conditioned for the payment of the Sum of four hundred Pagodas or any other and Sum or Sums of Money payable on demand, or at any and what Period, with Interest after the Rate of twelve Pagodas by the hundred by the Year, or after any other and what Rate, And whether he, the said Charles Darke, ever did, or any one for him, at any and what time or times, pay or Cause to be paid unto Your Orator or unto any other and what person or persons for your Orators Use, any and what Sum or Sums of Money on Account or in discharge of Such promissory note of Hand: And whether there now remains due unto Your Orator from him, the said Charles Darke, for Principal and Interest upon the said promissory Note of Hand, the Sum of four hundred and twelve Pagodas or any other and what Sum or Sums of Money: And that he, the said Charles Darke, may be decreed to pay unto Your Orator the said Sum of four hundred and twelve Pagodas with all such Interest as either owing is or Shall or may hereafter become due thereon, also all Costs of this Suit

May it Please Your Honble Court to Cause the said Charles Darke to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at such time and Place to be by this Honble Court prefixed and Appointed, there-

therein 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.—

Thomas Jones
Attg for Compt.

Dr. Charles Darke in account with Buttergee Davy Cr.

1783 May	26	To the Amount Principal of your Mortgage Note of Hand	400		1783 May	26	By Balance Due	412	
		To Interest on D.o from the 26th May to this day is 3 Mo.s @ 1 p.ct p Annum	12						
		Pagodas	412				Pagodas	412	

Fort St. George 26. August 1783

E.E.

Signed Wm. Buttergie

A true Copy
Thomas Jones
Attg for Compt.

Borrowed and Received from Buttergee Davy Seventy four Rupees and Star Pagodas which I Promise to pay on Demand with the Interest of Twelve per Cent per Annum for which I have Lodged for Security One Silver Spoon 2 Large Waiters One Small Kettle two Bowles and 24 Table Spoons Madras 26th May 1783.

Star Pagodas 400.

Chas. Darke

A true Copy
Thomas Jones
Attg. for Compt.

Fort St. George 8th Septr 1783

To Mr Thomas Jones
Attorney at Law
Sir

Charles Darke stands indebted unto me in the Amount of the Accompanying Account, Arises upon a Mortgage Note of hand, which he Refuses to Discharge, I do therefore hereby Authorize and Require You to commence an Action against him the said Charles Darke in the Mayors Court for the Recovery of the Amount thereof, and to do such things thereto and to proceed thereupon in such Manner as you shall judge most think proper or Necessary for Carrying on such Suit or Suits

Madras 29th Augt 1783

I am Sir
Your Obedient Servant

Flint with the several Articles particularly specified in the Account hereunto annexed, for which Your Orator paid the prices thereunto respectively affixed, and Your Orator has at different times received from and on Account of the said William Flint the several Sums respectively specified in the Account Current hereunto annexed, upon the Ballance whereof the said William Flint stands indebted unto Your Orator in the Sum of Two hundred and Sixty Eight Pagodas Thirteen Fanams and Seventy Cash, and the said William Flint hath not, nor hath any for him, paid or caused to be paid unto Your Orator or unto any other person or persons for Your Orator Use, either the whole or any part of the said Sum of Two hundred and Sixty Eight Pagodas Thirteen Fanams and Seventy Cash. Your Orator further Sheweth unto this Honble Court, that he hath frequently and in an Amicable Manner Requested payment from the said William Flint of the said Sum of Two hundred and Sixty Eight Pagodas Thirteen Fanams and Seventy Cash.

But now so it is may it Please this Honble Court that the said William Flint doth Obstinately and Wilfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises. Your Orator therefore prays all proper Relief such as this Honble Court shall appear Agreeable to Equity and good Conscience. To the End therefore that the said William Flint 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 herein again Repeated and particularly Interrogated And more especially that he, the said William Flint may set forth and discover, whether Your Orator did or did not serve him, the said William Flint, in the Capacity of Dubash, and whether he, the said William Flint, did or did not employ Your Orator to purchase such things as he the said William Flint, had occasion for, and whether he, the said William Flint, did or did not, in the Month of October, which was in the Year of Our Lord One Thousand Seven hundred and

and-

and Secretary Nixey, or at any other and what time, settle and adjust the Accounts
at that time subsisting between Your Orator and the said William Flint
and whether there was or was not, upon such Settlement of Account
a Ballance due and owing unto Your Orator from him the said Wm.
Flint, of the Sum of Nine Pagodas and twenty seven Fanams or of
any other and what Sum or Sums of Money; And whether he, the
said William Flint, did or did not since such Settlement of
Accounts in the said Year Of Our Lord One Thousand Seven Hun-
dred and Seventy Nine, comply with Your Orator to pay him such other
Articles as he, the said William Flint had occasion for, and whether he the said Wm.
Flint, did or did not receive goods from Your Orator the several Articles particularly
specified in the Account hereunto annexed, or any and what part thereof? And
whether he, the said William Flint, ever did or any one for him, at any and what
time or times, pray or cause to be paid unto Your Orator or unto any other and
what person or persons for Your Orator's Use, any and what sum or sums of
money on Account of or in Satisfaction for the several Articles furnished by Your
Orator, save and except the several Sums and Items in the Account Current be-
fore annexed? And whether there now remains due and owing to Your Orator from
him, the said William Flint upon the Ballance of the Accounts subsisting
between Your Orator and the said William Flint, the Sum of Two hundred &
Sixty Eight Pagodas Thirteen Fanams and Twenty Cash or any other and what
Sum or Sums of Money? And that he, the said William Flint, may be
decreed to pay unto Your Orator the said Sum of Two Hundred and Sixty Eight Pag
Thirteen Fanams and Twenty Cash with all such Interest as either now is or shall
or may hereafter become due thereon; also all Costs of this Suit.

May it Please this Honble Court to Cause the said William Flint
to be Summoned and required by the Sheriff of Fort St. George Town of Madras
Patnam and the Districts thereof personally to be and appear before this
Honble Court at a certain time and Place to be by this Honble Court prefixed &
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

Thomas Jones
Atty for Compt.

49

House &c. Expences to Mr. W. Flint

1781					
May.	1. To 2½ Dozen of Madeira @ 3¾ p. Doz.		9.	18.	
	To 1 do. of Porter		3.		
	To 3 Bottles of Vinegar			18.	
	To 1 do. of Europ Oil		1.	4.	
	To 1 do. of Mustard			8.	
	To 1½ Lbs of Candles		1.	4.	
	To 3 Baskets			6.	40.
	To 3 Corkys			4.	20.
	To 3 Days batta for Khansamah Condapah			6.	19. 32. 60.
	14 To 2½ Dozen of Madeira @ 4 p. Doz.		10.		
	To 2 do. of Brandy @ 6 p. Doz.		12.		
	To 1 Sugar Candy Loaf		7.	20.	
	To ½ Ream Letter Paper		1.	24.	
	To 2 Bundles of Quills			20.	
	To 3 Piece of Sealing Wax			15.	
	To 1 Piece of Handkerchief		2.	24.	
	To Garden Seeds			18.	
	To 6 Baskets			6.	
	To Packing Gunney and Mat Cloth			10.	
	To Batta for Khansamah Condapah			5.	
	To 6 Corkys			6.	41. 11.
July.	8. To 1 Dozen Brandy		12.		
	To 1 do. Bengal Rum		5.		
	To 2 do. of Porter		6.		
	To 3 Bottles of Vinegar			36.	
	To 1 do. Sweet Oil		1.		
	To ¼ Maund of Candles		2.	6.	
	To 1 Bottle of Mustard			36.	
	To 500 Bengal Rattans		1.	6.	
	To 1 Pound of Soap		1.		
	To 3 Pair of Spun Yarn		2.	5.	
	To 2 do. Salt Sellers		1.	12.	
	To 2 Boxes of Sugar Candy		9.		
	To 1 Bottle of Do.		3.		
	To 1 do. of Capers		2.		
	To 1 do. of Pickles		2.		
	To 4 Baskets			6.	
	To 4 Corkys			6.	
	To Batta for Khansamah Condapah			20.	55. 37.
	16 To 1 Dozen and 9 Bottles of Madeira @ 18 p. Dozen		19.	24.	
	To 3 do. of Porter		6.		
	To 1½ do. of Madeira @ 9. p. Dozen		13.	24.	
	To ½ do. of Vinegar			12.	
	To 1 Bottle of Europ Oil			4.	

Carried Over

1781

August	16	To ½ Mound of Candles	Brought Down Pagodas	3	2		112 38
		To 1 Bottle of Mustard			2	6	
		To ½ Viz of Europe Cloath			1		
		To 5 Baskets				5	
		To 6 Cooley				10	
		To 3 Cash Wm Cloth			1		
		To Gunny and Cooley ½ Packing Sugar Candy				6	
		To Batta ½ Havarah Condapah				2	
	22	To Batta to Havarah Pound				12	62 22
		To ½ Demy Paper				10	
		To 2 Bundles of Quills				1	
		To 2 Ink Powders				1	
October	11	To 1 Dozen of Madeira				8	1.37
		To 1 Do of Brandy				8	
		To 6 Bottles of Europe Oil				5	
		To ½ Chees is 5 Pounds				2	
		To 1 Piece of Handkerchief				5	
		To 1 Do of Taffeties for Long drawrs				1 11	40
		To Garden Seeds				1	
		To 1 Box of Sugar Candy				4 22	40
		To ½ Mound of Candles				2 12	
		To 1 Pound of Tea				1 20	40
		To 2 Pair Scissors					24
		To 2 Baskets					4
		To 3 Cooleys				4 20	40
		To Batta ½ Havarah				1	
		To Sugar Candy Box Gunny and Packing Cooley					2
		To Wm Cloth					7
November	2	To 2 Shoe Brushes					96
		To 1 Blacking Ball					22
		To 3 Combs					18
		To 2 Piece of Long Cloth ½ Shirts				34	
		To 1 Do of Cambrick				5	33
		To 2 Do of Lemonally Handkerchiefs				4	28
		To Advance for Taylor				8	
		To 2 Havarahs Batta for 2 Days				2	30
		To 2 Do Muster and approach 4 days					16
December	30	To 6 ½ Cash Wm Cloth					18 56 44
		To 2 Pounds of Tea				3	
		To 2 Bottles					6
		To 2 Mustard Bottles					2
		To 1 Piece of Palampores				2	
		To 5 Do of Nankeens				2	28
		To 1 Dozen of Vinigar				5	
		To 1 Basket				3	28
		To Wm Cloth					2
							6
		Carried Over		16	15		277 38 40

		Brought Over Pags		16	15		277 38 40
August	23	To Havarah Muster and Attam Batta for 29 Days			2	24	
		To Appawoo & Burman batta for 18 days			1	26	
		To Batta for Read			1		
		To Cooley			1		22 18
September	5	To 1 Dozen and 4 Bottles of Madeira @ 18 Pd			10		
		To 1 Dozen and 2 Do of Brandy @ 1 ½ Do			10	28	60
		To 1 Do and 4 Do of Porter @ 4 ½ Do			5	16	
		To 1 Do and 4 Do of Fresh Flank @ 6 ½ Do			6	31	
		To 1 Mound of Candles			4	23	
		To 1 Sub 8 ½ Mound of Sugar Candy			16	23	
		To ½ Dozen of Vinegar			1	36	40
		To 5 Baskets				10	
		To Gunny Twine and Steel ½ Packing Sugar Candy Sub				9	
		To ½ Cooleys				7	
		To Havarah Musters and Condapah Batta			1	20	66 37
	24	To Horse Grass				15	
		To Graff				6	
		To Rasfal				3	60
		To Palangueen boys Present			1		
		To Potts for Boil Horse Grass				4	
		To Firewood				6	
		To Batta for Horse Keeper			1		
	25	To Graff				8	
		To Horse Grass			1	1	
		To Firewood				2	
		To 2 Do Moores for Short Drafts			6		
		To 2 Piece of Long Cloths for Shirts Waistcoats & Breeches			38		
		To 4 Bottles of Porter			1	16	40
		To 2 Trunks			6		
		To 1 Worsted Hat			6	29	20
		To 1 Black Do			7		
		To 2 Pair of Silk Stockings			7	29	20
		To 1 Pair of Shoe			2	29	20
		To Advance Taylor			10		
		To Do for Palangueen Purpose			10		
		To Havarah for 3 Days				12	
		To 3 Pieces of Towells			5	11	50
		To 4 Do of Chints ½ Palangueen			8		
		To 2 Do of Chints ½ Barryaroad			5		
		To Mandaw ah Officer Bill			54	52	0 167 19 50
April	4	To 1 Dozen Wineglasses			3		
		To ¾ Do Claret Do			2	18	60
		To 1 Sett of Teaspoons & Saucers			9		
		To 4 Dozen Plates Trenches & Soup Plates			8		
		Carried Over ½		22	11	60	532 24 10

1783

	Brought Over	22.	14.	40	532	20.
April 4	To Mr. Ogilby 3 Dozn Trenchers & 1 Dozn Soup Plate	8.	--	--		
	To 9. Long Dishes	3.	--	--		
	To 1. Pair Salt Seller	1	--	--		
	To 2 Tumblers	1.	12	40		
	To 3 Small Tumblers	1	8	--		
	To 1. Piece of long Cloth & Table Cloth	4.	20	--		
	To 1. Pair of Shoes	2	23	--		
	To 1. Cash Ad	--	30	--		
	To 2 Pieces of Morris & Pillowcases	3.	23	--		
10	To 1/2 Mound of Candles	1	34	40		
	To 1 Bottle of Mustard	2	17	40		
19	To 1 Dozen Madeira	1	--	--		
23	To 1 3/4 Yard superfine Cloth for Coat @ 6/ per Yard	9	2	40		
	To Taylor for Coat	8	11	40		
	To Send Fruits to Brother	8	--	--		
	To Bottle Vinegar	--	15	--		
	To Narcarah Newspaper and Recent	6	--	--		
	To 3 Yards Lace for Saddle Cloth @ 3/ per Yard	1	--	--		
26	To 1 Dozen of Madeira	24	28	--		
	To 3. Bottles of Brandy	8	--	--		
27	To 1 Loaf of Sugar Candy	2	11	40		
	To 1 Blacking Bottle	6	23	--		
	To 13 Yards of Ribbond @ 7/ per	--	18	--		
	To 1. Main Book	2	--	--		
	To your Brother	1	34	40		
	To 2 Pieces Long Cloth	28	--	--		
	To 2. Do of -- Do	26	28	--		
	To 1. Corge of Stockings	18	--	--		
	To 2. Pieces of Cambricks	11	--	--		
	To 2. Do of wheat Red braider Handkerchiefs	6	11	40		
	To 2 Piece of Black Striped Handkerchiefs	2	36	40		
	To Taylor	6	--	--		
	To 1/2 Dozn of Claret	3	--	--		
	To 1/2 Dozn of Madeira	1	--	--		
	To 1. Bottle of Empl Oil	--	24	--		
	To 1. Do of Vinegar	--	24	--		
	To 3 Pairs of Buttons for Trowsers	--	36	40		
	To 1. Strip Beaver for Sundry	--	11	40		
	To 1 Do Do for Shoes	1	26	--		
	To Leather Stripes	--	32	--		
	To 286 Pieces dirty Linen to Brother for Washing and Soap at 1. Pag. for 100	--	13	--		
		1	--	--		
		2	58	20		
	Carried Over	247	43	20	532	20

	Brought Over	247.	43.	20.	532.	20.
Apl	To Fruits	--	28	--		
	To Dubash Wages	2	--	--		
28	To Wt of Candles	1	16	--		
	To 6 Pound of Cheese	3.	6	--		
	To 27 Days Rice for Servants	22.	6	40		
	To 1. Dozn and 8 Bottles of Dun Claret	11.	30	40	288.	30
May 4	To 5 1/2 Dozen of Madeira	56.	--	--		
	To 1 Pair of Silver Buckles	12.	--	--		
	To 1. Do of Shoe	2	--	--		
	To 1 Buckles Breeches	1.	2.	--		
5.	To 2. Books & 1/2 D. of Paper	1.	26	--		
	To Mooshey to mind Saddle	6	12	--		
	To Saddle Cloth Furniture	2	--	--		
	To Pistole Case	1.	28	--		
	To Sword Blade	1.	2	--		
	To D. to Clean	--	6	--		
	To Do Case	--	6	--		
	To Do to fix for Gold Smith	--	4	--	88.	36
	To 1 Corge of Stockings	16	--	--		
	To 1. Piece of Long Cloth	10.	--	--		
	To 2 Pieces of Sarrass	6	--	--		
	To 1 Do of Cambrick	3.	28	--		
	To 1 Do of Handkerchief	2.	28	--	38.	--
	To Washerman Wages 1 Month and 6 Days	1.	11.	40		
	To Iron Man -- Do	1	11.	40		
	To Water Woman -- Do	--	24	--		
	To Chairs and Basket Rent	1.	38	--		
	To Table Rent	--	24	--		
	To Mirzarah came from Nellore	1	24	--		
	To 1. Measure Cliff Camel	--	16	--		
	To Brimstone Do	--	3	--		
	To Servants Batta Rice from 3d to 12 May	7	13	40	14.	--
	Pagodas				961.	--

True Copy
Thomas Jones
Mty for Compt.

Mayors Court at
Madraspatnam

Tuesday the 6th day of November
Anno Domini 1783

Present
William Webb Esquire Mayor
John Menzies and William Michell
for Mr. Edward Garrow Aldermen

Between Cottam Kistnah
of Madraspatnam aforesaid Inhabitant, Complainant and
William Flint Captain of Infantry of the Same place Inhabitant
Defendant

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Sixty eight Pagodas thirteen fanams and Seventy Cash / Pags 268.13.70 together with such Interest as now is or shall hereafter become thereon until full Payment is made also all Costs of this Suit

HWS

Filed 26 Sept 1783

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Cossaudy Chitty by his Attorney Jo-
seph de Sylva of Madras Inhabitant that Bunde Appeah of the
same place Dubash stands Indebted unto Your Orator in the full
and Just Sum of One Hundred and forty Eight Pagodas and
forty two fanams Current Money of Madras Making in Sterling
Money of Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Fifty Nine Pounds and Twelve Shillings or
thereabouts As does More particularly and at Large Appear by an Ac-
count Current Copy of the Translation of the Note of Hand Given
and Granted unto Your Orator by the said Bunde Appeah Bear-
ing Date the Fifteenth Day of May in this present Year of Our
Lord One Thousand Seven Hundred and Eighty three and Copy of
an Agreement hereunto Annexed for the Inspection of this Honble
Court all of 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 One Hundred and forty Eight Pagodas and forty two
fanams from the said Bunde Appeah

But now so it is may it please this Honble Court
the said Bunde Appeah Notoriously and wilfully Refuses to pay the
same or to give Your Orator any manner of Satisfaction Touching the
premises Your Orator therefore prays all General Relief such as to
this Honble Court shall Appear Agreeable to Equity and good Con-
science To the End therefore that the said Bunde Appeah may
upon Corporal Oath full True direct and perfect Answer
make

make to all and Singular the Matters and things herein before
Set forth and Alleged as fully truely and Effectually to all In-
tents and purposes as if the same were herein again Repeated or 53
and particularly Interrogated and that he may be Decreed to pay
unto Your Orator the aforesaid Sum of One Hundred and forty
Eight Pagodas and forty two fanams with all such Interest as
now is or shall hereafter may become Due thereon also the
Costs of this Suit

May it Please this Honble Court to Cause
the said Bunde Appeah to be Summoned and Required by the She-
riff of Fort Saint George Town of Madras patnam and the Dis-
tricts thereof personally to be and Appear before this Honble
Court at a Certain time and place to be by this Honble Court
prefixed and Appointed then and there to Answer 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

26th Sept 1783

Jos DeSilva
Atty Compt

This Bill was Sworn to
before the days of Adjournment
Let Summons Issue and Returnable
Next Court Day

Wm Webb
Mayor

Translation of Gentoo Paper

Sand Crossandy Chitty have settle the Accounts, I Bande Appia-
-ah owes to Crossandy Chetty the Sum of Two hundred and fifty One Pagodas,
and four fanams, Dated Year called Soba Kirood ou summar ashar 5th day of
Voyasie or the 16th May 1783.

Signed
Bande Appiah.

5th day Audy or 15th of July assigned over on Cadjy ance Naick the sum of 90
Pags and 20, Pagodas on Caetty Chetty Amounted 100 Pagodas.

A true Translation as near as Can be from the Gentoo
Language.

Sorbaroyam
Interpr.

true Copy
Wm Dudgeon
Actg Compt.

To all People to whom these presents Shall Come greeting Whereas
Bunde Appiah of Madras Dubash in and by one Note of Hand Bearing
Date the fifteenth Day of May in this present Year of Our Lord One
Thousand Seven Hundred and Eighty three Did become bound unto
Crossandy Chitty of the same place Inhabitant in the Sum and Just
Sum of Two Hundred and fifty One Pagodas and four fanams Current
Money of Madras As by the said Note of Hand and Condition thereof
may Appear and Whereas there is now Due upon the same Note of
Hand the Sum of One Hundred and forty Eight Pagodas and Forty two
fanams Being the Ballance of the aforesaid Note of Hand — Now
Know ye that the said Crossandy Chitty for a Valuable Consideration
to him in hand paid by Joseph Sedaseeva of Madras aforesaid Inha-
-itor before the Sealing and Delivery of [illegible]
the said Crossandy Chitty doth hereby acknowledge he the said Crossandy
Chitty hath Assigned and setover and by these presents doth Assign and
Setover

Mayors Court at Madraspatnam

Tuesday the 11th day of November Anno Domini 1783

Present

William Webb Esquire Mayor

Edward Garrow and Philip Stowey Aldermen

Between Cowsandy Chitty by his attorney Joseph de Sylva of Madras Inhabitant Complainant and Bundar Appiah of the same place Dubash Defendant

It Appearing by the Records of this Court that the Usual Rules having issued for the Defendant to answer the Complainants Bill which he has Neglected doing — This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and forty eight Pagodas / Star Pagodas 148 - 62 - / together with such Interest as is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

J Hurd

Sol over unto the said Joseph de Sylva the said Note of Hand and
or Amount Principal of and Interest thereupon Due and owing
may become due thereon and all his Right and Interest of in and
and every part thereof and the said Cowsandy Chitty for the Consid
aforesaid hath made Constituted and Appointed and by these Presents
make Constitute and appoint the said Joseph de Sylva his Executors
administrators his true and Lawfull Attorney and Attornies Irrevo
for him and in his Name and on the Name and Names of his Exec
and Administrators but for the sole and Proper use and benefite of
said Joseph de Sylva his Executors administrators and Assigns to ask
Demand and Receive of the said Bundar Appiah his heirs Executors and
ministrators the Money Due or to become Due on the said Note of Hand
or non Payment thereof he the said Joseph de Sylva his heirs Executors
administrators to sue for and Recover the same and on Payment thereof
Deliver up the said Note of Hand and give Sufficient Releases and Discha
therefore and one or More Attorney or Attornies under him to Constitute
and whatsoever the said Joseph de Sylva or his Attorney or Attornies und
him shall Lawfully do in the Premises the said Cowsandy Chitty doth
Ratify allow and Approve and the said Cowsandy Chitty Doth Covenant
with the said Joseph de Sylva he the said Cowsandy Chitty hath not Receiv
the said Money Due or to become due on the said Note of Hand or any part
thereof Neither shall or will Release or Discharge the same or any part
thereof but will own and allow of all Lawfull Proceedings for the Recov
ery thereof he the said Joseph de Sylva saving the said Cowsandy Chitty
harmless of and from any Cost that may happen to him thereby In
Witness whereof the said Cowsandy Chitty hath hereunto set his hand
and Seal in Madras this fifteenth day of September One thousand seven hundred and Eighty three

Cowsandy (Lid.)

Stamps to the Value of
Three Star Pagodas to be
paid in the Presence of
his Executors
Servants &c

true Copy
Fry DeRay
Atty Compt

Ded 7th May 1782.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hons-
ble Court Your Orator Charles Hay of the town of Calcutta in the Kingdom
of Bengal Executor named and appointed in and by the last will and
Testament of George Davies late Chaplain of Artillery in the Service of the
Honble United English East India Company upon the Madras Establish-
ment by his Attorney James Amos of Madraspatnam Merchant that
Sastray Braminy of Madras Stands Justly and truely indebted unto
your Orator as Executor as aforesaid in the full and Just Sum of Two hundred
and twenty four Pagodas Current Money of Madras making in Sterling
Money of Great Britain at the rate of Eight Shillings for every
Pagoda Eighty Nine Pounds and Twelve Shillings for Goods the proper-
ty of the Estate of the said George Davies Deceased by him the said Sastry
Sold and Converted to his own use as will more fully and at large Ap-
pear by Copy of an Account and Copy of a Letter of Attorney hereunto
annexed for the Inspection of this Honble Court and which are prayed
by your Orator to be taken as part and parcel of this his Bill of Com-
plaint the originals being in the hands of your Orators said Attorney
are ready to be produced when required and your Orator further Suggest-
eth to this Honble Court that he hath as Executor of the said George
Davies by his said Attorney frequently and in an Amicable Manner
requested Payment from the said Sastry Braminy of the said Sum of
Two hundred and Twenty four Pagodas Current Money of Madras.

But now so it is and may it please this Honble Court
the said Sastry Braminy obstinately and wilfully refuses to pay the same
or to give Your Orator any Manner of Satisfaction touching the premises
Therefore Your Orator prays Genl Relief such as to this Honble Court
shall Appear agreable to Equity and good Conscience To the End &
Therefore

Therefore that the said Sastray Braminy may upon his Corporal Oath full
true direct and perfect Answer make to all and Singular the Matters and
things herein before Set forth and alledged as fully truly and effectually to
all Intents and purposes as if the same were here again repeated and
particularly Interrogated and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of Two hundred and Twenty four Pagodas to-
gether with all such Interest as now is or shall become due thereon
also all Costs of Suit.

May it Please this Honble Court to Cause the said
Sastray Braminy to be Summoned and Required by the Sheriff of Fort
St. George Town of Madraspatnam and the Districts thereof personally
to be and Appear before this Honble Court at a certain time and place
to be by this Honble Court prefixed and appointed then and there to
answer this Your Orators Bill of Complaint and further to Stand to and
abide by such order and Decree therein as to this Honble Court shall
seem Meet

Edward Ellis
Atty for the Complainant

Sastry Braminy of Madras to the Estate of the late
Capt. George Davies Dr.

To 1 Silver bowl and Cover		80.-.-
1 Ditto water plate		30.-.-
10 Towells		-.-.22½
1 Shade		2.-.20
6 Chairs 2 broke		2.-.-
2 Tables		5.-.-.-
a Horse		90.-.-.-
2 Bandys one of which is new		40.-.-.-
2 Lanthorns & a Lance Knife		4.-.-.-
	Pags.	224.-.-

Fort St. George
2d May 1782

Errors Excepted
J. Amos

A true Copy
Edward Ellis
Atty for the Complainant

Know all Men by these Presents that I Charles Allen of the Town of Calcutta in the Province of Bengal sole Executor named & appointed in and by the last will and Testament of George Davies Capt.n of artillery in the Service of the Honble United Company of Merchants of England trading to the East Indies in the Madras Establishment Have made ordained and constituted and appointed and by these presents Do make ordain constitute and Appoint James Amos Merchant of Fort Saint George of the Town of Madras to be my true and Lawfull Attorney for me and in my name and to and for my proper use as Executor of the said Georg Davies as aforesaid to ask Demand sue for recover and receive all and every sum and Sums of Money Debts dues and Demands of what nature or kinds soever now due or owing unto the Estate of the said George Davies deceased from any person or persons or upon account or whatsoever and also to demand one for in name and receive of and from all and every person and persons whomsoever by all Lawfull Ways and means whatsoever all and Singular such goods Commodities and effects which now belong and appertain to the said Estate of the said George Davies deceased upon any Account whatsoever and upon receipt or recovery of all or any of such sum or sums of money Debts dues Demands goods and effects or any of them or any part thereof sufficient Acquittances and discharges for the same for me and in my name from time to time to make and give and further to do transact perform and accomplish all such other acts Matters and things for me and on my behalf as executor as aforesaid in about and concerning the Estate of the said George Davies deceased as fully to all intents and purposes as I myself might or could do if personally present and hereby ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done in and about the premises by virtue of these presents In Witness whereof I have hereunto set my hand and seal this [illegible] day of Sept.r in the year of our Lord one thousand seven [illegible] Sealed and delivered in Bengal in the presence of

Jas Higgins

Chas Allen

a true Copy Edw.d [illegible]

Fides K. Sept.r 1783.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ellam Khistnah of Madraspatnam aforesaid Inhabitant, that William Hunt Captain of Infantry in the Service of the Honble the United Company of Merchants of England trading to the East Indies and at present of the same place Inhabitant stands well and truly indebted unto Your Orator in the full and just Sum of two hundred and Sixty Eight Pagodas thirteen 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 One hundred and Seven Pounds and Six Shillings as will more fully appear by a Copy of an Account Current, and a Copy of the particulars upon which such Account was framed for the Inspection of this Honble Court to be accepted and taken as part and parcel of this Bill of Complaint, the Originals of which are in your Orators Custody, and Ready to be produced, whenever Your Honble Court, be thereunto Required. Your Orator further sheweth unto this Honble Court that your Orator entered the said William Hunt in the Capacity of Head Dubash and furnished him with such Articles as he, the said William Hunt, stood in need of, and that upon the last Settlement of Accounts with the said William Hunt, which was in the Month of October which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine, there Remained due unto Your Orator from the said William Hunt a Ballance of the Sum of Nine Pagodas and twenty Seven fanams, since which, Your Orator has supplied the said William Hunt-

Mayors Court at
Madraspatnam

Tuesday the 28th. day of October
Anno Domini 1783.

Present

William Webb Esquire Mayor
James Call & Mr. William Mitchell
& Edward John Holland — Aldermen

Between Dorothy Dacres of
Madraspatnam Spinster Complainant and Charles Dacres of
the same place Intended Defendt.

It Appearing by the Record of this Court
that Rules have been made for the Defendant to answer
unto Bill which he has Neglected doing — This
Court doth think fit the Order and Decree and that
the said Defendant shall pay unto the
Complainant the sum & Interest of Four Hundred and
Forty Star Pagodas / Star Pagodas 442 — / Together
with such Interest as now is or shall hereafter become due here-
on until full Payment is made — & Costs of this Suit

By Court

18. Augt. 1783.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Feirney of Fort Saint George Merchant that Joseph De Sylva as Administrator to the Estate and Effects of Lawrence De Sylva late of Madras Inhabitant Deceased stands Justly and Truly indebted unto Your Orator in the full and Just Sum of Ninety One Pagodas thirty Eight fanams and forty Cash Current money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shilling for every Pagoda the Sum of thirty Six Pounds fifteen Shillings and upwards as will more fully and at large appear by a Copy of an Account of particulars hereunto annexed and which Your Orator prays may be admitted as part and parcell of this Your Orators Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner Requested payment from the said Joseph De Sylva as administrator aforesaid of the said Sum of Ninety one Pagodas thirty Eight fanams forty Cash

But now so it is and May it Please this Honble Court the said Joseph De Sylva as Administrator aforesaid Obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the premises Your Orator therefore prays a general Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Joseph De Sylva as Administrator aforesaid

aforesaid may upon his Corporal Oath full True direct and per-
fect Answer make to all and Singular the matters and things
herein before alledged as fully Truly and Effectually to
all Intents and purposes as if the same were here again Repeated &
particularly Interrogated and that he may be Decreed to pay unto
your Orator the aforesaid Sum of Ninety one Pagodas Thirty Eight
Fanams and Forty Cash together with all such Interest as now is
or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Joseph De Sylva or Administrators aforesaid to be Summoned and
Required by the Sheriff of Fort Saint George Town of Madraspatnam
and the Districts thereof personally to be and appear before this
Honble Court at a Certain time and place to be by this Honble Court
perfixed 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

Chas. Brownlow
atty Compt.

Chas. Brownlow
atty Compt.

M.r Joseph De Sylva Administrator to Laurence De

Sylva Deceased ——— Dr.

1780.				
Sept.r	18th	To Cash lent this day on a Gold Chain	Sag.t 10	— —
1781.				
Febry	10th	24 To D.o D.o on a Escritoire Cont. 3 one Invalo	60. — —	
		To Int.t on P.s 10 from 18th Sept.r 80 to 18th Aug.t 83 is 35 m.s @ 12 p.r Ct.s	3. 22. 40.	70. — —
		To Int.t on P.s 60 from 24. Febry 18th to 18th Aug.t 83, is 30 m.s @ 12 p.r Ct.	— 18. 16	21. 38. 40
			Pagodas —	91. 38. 40

Madras
18. Augt. 1783

E E

/Signed/ John Fairney

A true Copy /

Chas. Brownlow
atty Compt.

Mayor's Court at Madraspatnam

Tuesday the 7th day of October Anno Domini 1783.

Present

William Webb Esquire Mayor

James Call and Edward John Holland

Aldermen

Between John Fairney of Fort Saint George Merchant Compt.

Complainant and Joseph De
Sylva as Administrator of
Lawrence De Sylva Deceased
Defendants

It Appearing by the Records of this Court that the
several Rules have issued for the Defendant to answer the Compla-
nants Bill which he has neglected doing— This Court doth
therefor think fit to Order and Decree and doth accordingly
Order & Decree that the Defendant shall pay unto the Com-
plainant for out of the Estate and Effects of Lawrence De Sylva
deceased the full and Just Sum of Ninety one Pagodas Forty
eight Fanams and forty Cash (Pags. 91. 38. 40) together
with such Interest as shall hereafter become
on unto full Payment is made also all Costs of this Suit

H C R

Filed 6th Augt 1783.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator William Oliver of Madraspatnam afore-
said Inhabitant, that Godamally Sah of St Thome Inhabitant
and within the Jurisdiction of this Honble Court, stands well and
truly indebted unto Your Orator in the full and just Sum of Fifty
three Pagodas and Sixty Fanams Current Money of Madras
Making

6

making in Sterling Money of Great Britain, at the Rate of
Eight Shillings for every Pagoda, the Sum of Twenty one Pounds
and Ten Shillings or thereabouts, as will more fully and at large
appear by a Copy of an Account hereunto annexed for the Inspec-
tation of this Honble Court, which Your Orator prays may be
admitted and taken as part and parcel of this Your Orators Bill
of Complaint, the Original of which is in your Orator's possession
and Ready to be produced, whenever your Orator shall, by this
Honble Court, be thereunto required. Your Orator further shews unto
unto this Honble Court, that your Orator lent and delivered unto
the said Godamally Sah the Sum of fifty Pagodas Current Money
of Madras, for securing the payment of which with Interest
after the Rate of Twelve Pagodas by the hundred by the Year, he, the
said Godamally Sah, gave, granted, executed and delivered unto
your Orator a certain Bond or Obligation bearing date in Fort
Saint George the fourteenth day of the Month of February in
this present Year of Our Lord One Thousand Seven hundred and
Eighty three, wherein and whereby he the said Godamally Sah,
mortgaged unto Your Orator, for ensuring unto Your Orator
the payment of the said Sum of fifty Pagodas with Interest
within four Months from the date thereof, eight Cawnies of
Ground, the property of and belonging to the said Godamally
Sah, situated and lying at Coatoor bounded on the East Side by
the Long Tank, on the West Side by the River, and on the
South side by the Choultry, as will more fully and at large
appear by a Copy of the said Bond or Obligation hereunto annexed
for the Inspection of this Honble Court, which Your Orator also
prays may be taken and admitted as part and parcel of
this—

this Your Orator's Bill of Complaint, the Original of which is in Your Orator's possession and Ready to be produced, when ever Your Orator shall, by this Honble Court, be thereunto required Your Orator further Sheweth unto this Honble Court, that there now remains due unto Your Orator from the said Goolamally Saib for Principal and Interest upon the said Bond or Obligation the sum of fifty three Pagodas thirty fanams Current Money of Madrass, and the said Goolamally Saib hath not nor hath any one for him paid or caused to be paid unto Your Orator or unto any other person or persons for your Orator's use, either the whole or any part of the said Sum of Fifty three Pagodas and thirty fanams touching the time limited for the payment thereof is long since expired. Your Orator further Sheweth unto this Honble Court, that he hath frequently and in an Amicable Manner requested payment from the said Goolamally Saib of the said Sum of Fifty three Pagodas and thirty fanams

But now so it is may it Please this Honble Court that the said Goolamally Saib doth Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Answer 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 Goolamally Saib may upon his Corporal Oath, full, true, Direct, and perfect Answer Make, to all and singular the Matters and things, herein before set forth and alleged, as fully, truly perfectly and Effectually to all Intents and purposes, as if the same were here again Repeated

Repeated and particularly Interrogated; And more especially that he, the said Goolamally Saib, may set forth and discover, whether he did or did not, in the Month of February in this present Year of Our Lord One Thousand Seven hundred and Eighty three, or at any other and what time, borrow and receive of and from Your Orator the Sum of fifty Pagodas Current Money of Madrass or any other and what Sum or Sums of Money; And whether he, the said Goolamally Saib did or did not, give, grant, execute and deliver unto Your Orator a certain Bond or Obligation, bearing date the fourteenth day of said Month of February in the present year of Our Lord One Thousand Seven Hundred and Eighty three, or any other and what date, conditioned for the payment of the said Sum of fifty Pagodas Current Money of Madrass, or of any other and what Sum or Sums of Money, payable, with Interest after the Rate of twelve Pagodas by the hundred by the Year, or after any other and what Rate; And whether the the said Goolamally Saib, ever did, or any one for him, at any and what time or times, pay or Cause to be paid unto Your Orator, or unto any other and what person or persons of Your Orator's use, any and what Sum or Sums of Money on Account or in discharge of such Bond or Obligation; And whether there now remains due unto Your from him, the said Goolamally Saib, for Principal and Interest upon the said Bond or Obligation, the Sum of Fifty three Pagodas and thirty fanams Current Money of Madrass, or any other and what Sum or Sums of Money; And that he, the said Goolamally Saib, may be Decreed to pay unto your Orator the said Sum of Fifty three Pagodas and thirty

fanams

Janams with all such Interest as either now is or shall
may hereafter become due thereon, also all Costs of the
Suit

May it Please this Honble Court
to Cause the said Goolamally Saib to be summoned and Ap
ared by the Sheriff of Fort Saint George Town of Madras pe
sonam and the Districts thereof personally to be and appear by
this Honble Court at a certain time and Place to be by this
Honble Court prefixed and appointed then and there
answer this Your Orators Bill of Complaint and further
to stand to and abide by such Order and Decree therein as
this Honble Court shall seem Meet.

Thomas Jones
Atty for Compt.

Dr. Goolamally Saib in Account With William Oliver Cr

1783				1783			
July 14	To the Amount of Principal of your Mortgage Bond		50	Sept. 2	By Ballance Due	53	30
	To Interest on ditto from the 14th July to the 2d Sept. at 12 p Cent p Annum		3 30				
	Pagodas	53	30		Pagodas	53	30

Fort St George 2d Sept. 1783

Errors Excepted
Thomas Jones
Atty for Compt.

E. E. & C.

(Signed) William Oliver

Know all Men by these Presents that I Goolamally Saib Son to Cawsemen Saib of St Thome Inhabitant am held and firmly bound unto Mr William Oliver of Madras Inhabitant in the pinal Sum of One Hundred Pagodas Current Money of Madrass to the Payment Whereof well and truely to be made unto the said Mr William Oliver, his Heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto set my Hand and Seal in Fort St George aforesaid this fourteenth day of February One Thousand Seven Hundred and Eighty three

Whereas the above bound Goolamally Saib hath Borrowed and Received of Mr William Oliver the full and just Sum of Fifty Pagodas Current Money of Madrass to him at Interest at the Rate of Twelve per Cent p Annum, and Payable in four Months from the Date hereof and for Securing the Payment thereof unto the said Mr William Oliver his certain Attorneys, Heirs Executors, administrators or Assigns he the said Goolamally Saib, Have Mortgaged transferred and set over, and by these Presents Doth Mortgage transfer and set over unto the said Mr William Oliver his Heirs Executors, administrators and Assigns, all that Eight Cawnies of Ground Situated at Coattoor, on the East Side to the Ferry or Long Tank, West Side to the River and on the South Side of the Choultry, together with all and Singular the Premises and appurtenances Whatsoever thereunto belonging or appertaining and all the said Goolamally Saib, his Right, Title, Interest, Claim and Demand Whatsoever of in and to the said Premises and every part and Parcel thereof, To have and to Hold in Mortgage the said Eight Cawnies of Ground and every part and Parcel thereof with all and Singular the Premises with the appurtenances thereunto belonging unto the said Mr William Oliver his Heirs Executors, Administrators and Assigns for his and their Own Proper use for Ever.

Now the Condition of this Obligation is such that if the above bound

bound Gorlamally Sastl his Heirs Executors, Administrators that
he do well & truly Pay or Cause to be paid unto the above Named
Mr William Oliver his Heirs, Executors, Administrators or Assigns
the full and just Sum of Fifty Pagodas at or before the Expi-
ration of Four Months from the Date hereof, together with
Interest thereon from this Obligation to be Void and of none Effect
Otherwise to be and Remain in Full Force and Virtue.

Signed Sealed & Delivered
/where no Stamp't Paper is to be had/
in the Presence of us, the Contents thereof
being Duly Explained to the Subscriber
before Execution hereof.

Gorlamally Sastl (SS)

Atrue Copy
Thomas Jones
Attyf for Compl.t

Filed 6.th Oct.r 1783

To the Honble the Mayor's Court at Madraspatnam

To Mr Thomas Jones
Attorney at Law
Sir

Gorlamally Sastl Maistry inclosed we have sent herewith
of the accompanying Account drawing upon his Mortgage Bond which
he refuses to Discharge. I do therefore hereby authorize & Require you
to commence an Action against him the said Gorlamally Sastl in the
Mayor's Court for the Recovery of the Amount thereof, and to Pro-
ceed in such Manner as you shall judge or think proper in Prosecuting
for Carrying on such Suit with Effect.

I am Sir
Your Obedt Servt
William Oliver

Madraspatnam 27.th Sept.r 1783.

Mayor's Court at
Madraspatnam

Tuesday the 14.th day of October
Anno Domini 1783

Present
William Webb Esquire Mayor
Edward Garrow and William Michell
Aldermen

Between William Oliver
of Madraspatnam aforesaid Inha-
bitant Complainant and Gorla-
mally Sastl of St. Thome Inhabi-
tant Defendant

This Defendant being in Court and Acknow-
ledging 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 three Pagodas and thirty Fanams
/Pagodas 53.–30.–/ together with such Interest as now is or shall
hereafter become due thereon until full Payment is made also
all Costs of this Suit

Wm

Filed 21st Augt 1783

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth
Unto This Honble Court Your Orator Nimapah Broadelier
Madras Inhabitant that Leopold De Mayde of the same
place Writer stands Indebted Unto Your Orator in the full
and just Sum of Sixty Nine Pagodas and Nine Fanams
Current Money of Madras making in sterling Money
of Great Britain at the rate of Eight Shillings for
every Pagoda the Sum of Twenty Seven Pounds and fourteen
Shillings or thereabouts as will more fully appear by a
Copy of an Account Current hereunto Annexed for the In-
spection of this Honble Court and which Your Orator Prays
may be Admitted as part of this his Bill of Complaint and
Your Orator further Sheweth unto this Honble Court that
he hath frequently and in an Amicable Manner Requested
payment from the said Leopold De Mayde of the said Sum
of Sixty Nine Pagodas & Nine Fanams

But now so it is may it please this
Honble Court the said Leopold De Mayde 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

shall Appear agreeable to Equity and Good Conscience To the End
therefore that the said Leopold De Mayde 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 purpo-
ses as if the same were here again repeated and particularly Inter-
rogated and that he may be Decreed to pay unto Your Orator the a-
foresaid Sum of Sixty Nine Pagodas and Nine Fanams with all
such Interest as now is or shall hereafter become due thereon also all
Costs of this Suit

May it Please this Honble Court to Cause the said
Leopold De Mayde to be Summoned and required by the Sheriff of
Fort St George Town of Madraspatnam and the Districts thereof
personally to be and appear before this Honble Court peremptorily 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

James Johnson
atty for the Compl.

Mayors Court at Madraspatnam

Tuesday the 14th day of October Anno Domini 1783.

Present

William Webb Esquire Mayor
Edward Garrow and William Michell
Aldermen

Between Nenapah Modeliar of Madras Inhabitant Complainant and Leopold De Mayde of the same place Writer Defendant

It Appearing by the Records of this Court the usual Rules have ipsued for the Defendant to answer the Complainants Bill which he has neglected doing — This Court do 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 Nine Pagodas & Nine fanams / Pagodas 69.-9.-/ together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Wax

Leopold De Mayde

Dr

1783 April 8 To Balance ... 69.-9.-

Pagodas 69.-9.-

Errors Excepted
A. Saunders Secry

Fd H. 16th Octr 1783.

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Robert Clerk of Madras M
chant that Madrepaucum Addy Narrain Chitty of the same p
Merchant Standeth justly and truly indebted unto Your Orator in
full and just sum of One Thousand four Hundred and thirty four
Pagodas Current Money of Madras making in Sterling mo
of Great Britain after the rate of Eight Shillings for every
Pagoda the sum of Five hundred and twenty three Pounds Six
twelve Shillings or thereabouts as will more fully and at large
pear by a Copy of an Account Current and Copy of the Original
gage Bond given and granted by the said Madrepaucum Addy
Narrain Chitty unto Your Orator herewith annexed for his
tion of this Honble Court and which Your Orator prays may be
taken as part and parcell of this your Orator's Bill of Complaint
And Whereas Your Orator hath frequently and in a
friendly Manner Required payment of the said sum of One
Thousand four Hundred and thirty four Pagodas from the said
Madrepaucum Addy Narrain Chitty —

But now so it is And May it Please this
Honble Court the said Madrepaucum Addy Narrain Chitty de
sinately and wilfully refuseth to pay the same or any part thereof
any manner of Satisfaction touching the premises Your Orator
therefore

therefore prays a general Relief such as to this Honble Court shall ap-
pear agreeable to Equity and good Conscience To the End there-
fore that the said Madrepaucum Addy Narrain 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 herein again Repeated and particularly
Interrogated and that he may be Decreed to pay unto Your Orator
the aforesaid Sum of One Thousand four Hundred and thirty four
Pagodas together with all such Interest as now is or shall here-
after becom due thereon also all Costs of this Suit —

May it Please this Honble Court to Cause the
said Madrepaucum Addy Narrain Chitty to be Summoned
and Required by the Sheriff of Fort St George Town of Madras-
patnam and the Districts thereof personally to be and appear —
before this Honble Court at a certain time and place to be by this
Honble Court prefixed and appointed then and 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. Bromley
Atty Compl.t

Fort St. George 16th Octr. 1783 —
This Bill was Sworn to me
between the days of Adjournment and
let a Summon issue Returnable
Next Court day. —

Wm Webb
Mayor

Dr. Maderpauvum addy Nawain Chitty in a/c Current with Robert Clerk

1782 March	5	To the Amount of Mortgage Bond of this date		1200				
1783 Octr.	16	To Interest One Year 1200 from the 5th March 1782 to the day is 1 Y. 7 M. 16 day @ 12 P Cent pa		234				
		Pagodas		1434				
					1783 Octr.	16	By Ballance due	1434
							Pagodas	1434

Fort St. George 15. Octr. 1783.

Errors Excepted

pr. Robert Clerk

Know all Men by these Presents that I Maderpauvum Addy Nawain Chitty of Madras Merchant am held and firmly bound to Mr. Robert Clerk of the same place in the Penal Sum of Two Thousand and four Hundred Star Pagodas, to the payment whereof well and truely to be made to the said Mr. Robert Clerk his Executors Administrators or Assigns, I do hereby bind myself my Heirs and Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand & Seal in Madras, this first day of March in the year One Thousand Seven Hundred and Eighty Three

Whereas the above bound Maderpauvum Addy Nawain Chitty has borrowed and received of the above named Mr. Robert Clerk, the said Sum of One Thousand and Four Hundred Star Pagodas to run at Interest at the rate of Twelve per cent per Annum Payable at the expiration of One Year from the Date hereof, payable the Principal with the interest due thereon, in Security whereof I have Mortgaged and by these Presents do hereby Mortgage unto Mr. Robert Clerk, my Godown Situated in the Linga Chitty Street between the House of Nutty Chitty Arranga Chitty and Salem Cundapah Chitty with the Absolute Bill of Sale, thereof executed in the name of Chinnavalen Arranga Chitty with his Declaration and Certificate that the said Godown belonging to me and that he the said Chinnavalen Arranguen Chitty has no concern therein.

Now the Condition of this Obligation is such that if the above bound Maderpauvum Addy Nawain Chitty heirs executors administrators or Assigns shall well and truely pay or cause to be paid unto Mr. Robert Clerk heirs, executors Administrators or Assigns the full and just Sum of One Thousand four Hundred Star Pagodas, together with such Interest as shall or may be come due thereupon, in default whereof I do hereby authorize and impower the said Robert Clerk to sell my Godown by Publick Auction and pay himself all what may be come due to him, and the overplus if there be any, to be paid home, then this Obligation to be void and of no Effect otherwise to continue in full Force and Virtue.

Signed, Sealed, and Delivered
(where no Stamp'd paper is to be had) in the presence of
(Signed) Vridayah

Chinnamootoo Chitty

(Signed) Maderpauvum Addy Nawain Chitty

L.S.

Attest Copy

Chas. Boomley
Secy. to Govt.

Mayors Court at
Madraspatnam

Tuesday the 24th day of Oct
Anno Domini 17

Present

William Webb Esquire Mayor
James Call — John Menzies
Aldermen

Between Robert Ark
Master Merchant Complt
and Madrapatnam Addy No
Defendant

This Defendant being in Court by his Attor
Mr Henry Dundas and acknowledging the Justice of the Comp
mants Demand This Court doth therefore think fitt to Ord
and Decree and it is accordingly Order and Decree that the De
fendant shall pay unto the Complainant the full and Just Sum
of One Thousand Four hundred and thirty four Star Pags
/Star Pag.s 1434 —/ together with such Interest and
is or shall hereafter become due thereon until full Payment be
made Also all Costs of this Suit.

Mayor

Mayors Court at
Madraspatnam

Tuesday the 13th day of September
Anno Domini 1780

Present

William Webb Esquire Mayor
James Call — Edward John Holland
Edward Garrow — Thomas Cooper
and John Menzies — Aldermen

Between Peter Auge
Plaintiff by his attorney Antho
Auge of Madras Merchant
plaintiff and Alexander Cu
also of Madras Merchant Defe

This Cause Coming on to be Heard and Debated th
in the presence of the attornies on both Sides on Reading the
Complainants Bill the Defendants answer, the Repli
the Rejoinder with Copys of the Translations of a Letter and
Advances annexed, The Original Bench Mortgage Bo
and Translate thereof And Hearing the Pleadings
made use of by the attornies and on due Consideration th
thereon — This Court do think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant
Mr. Alexander Cuthbert as attorney to Mr. Maracair pay
unto the Complainant the full and Just sum of Five Thou
-sand One hundred and forty eight Pagodas Two fanam
and ten Cash / Pags. 5148 — 2 — 10 / being so much
Acknowledged

Acknowledged by the Defendant in his answer to be in his hands as the attorney of Mr. Moracain and It is further Ordered and Decreed that the Complainant to pay all Costs of this Suit

Mayr

Fides 1. Febry 1783 —

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Lane of Vizagapatam by his attorney Edward Garrow of Fort Saint George Merchant that Buchinean Averner of the Ship Sabramoony now Riding at an Anchor in the Road of Madras Stands justly and truely indebted unto Your Orator in the full and just Sum of One Thousand Pagodas and thirteen fanams Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of four Hundred Pounds two Shillings and upwards being the Ballance of an Account Current a true Copy whereof is 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 did by his said attorney frequently and in an Amicable manner requested payment from the said Buchinean of the said Sum of One Thousand Pagodas and thirteen fanams

But now so it is and may it Please this Honble Court the said Buchinean Obstinately and wilfully refuses —

refuses to pay the same or to give your Orator any or some answer of the
faction touching the Premises Your Orator therefore prays ag
-ral Relief such as to this Hon^ble Court shall appear agreable to
Equity and good Conscience To the End therefore that the Def^t
Buchinnan may upon his Corporal Oath full true direct &
perfect Answer make to all and Singular the Matters and
things herein before set forth and alledged as fully truly and
distinctly to all Intents and purposes as if the same were he
again Repeated and particularly Interrogated and that hereby
be Decreed to pay unto Your Orator the aforesaid Sum of Six
Thousand Pagodas and Fourteen 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 Hon^ble Court to Cause
the said Buchinnan to be Summoned and required by the Writ
of Subpœna to be and appear before this Hon^ble
Court at certain time and place to be by this Hon^ble Court for
-med and appointed then and there to Answer this Your Orators
Bill of Complaint and further to Stand to and abide by such
Order and Decree therein as to this Hon^ble Court shall seem
meet

1st Feby 1780

This Bill was Sworn to me
between the Days of the Assignment
Let Summons issue Returnable Next
Court Day

W^m Hall
Mayor

Chas Bromley
Atty Compl^t

Mayor Corporation & Court of Choultry

Pagodas

Fanams

Cash

Cash

Cash

Mayors Court at
Madraspatnam

Tuesday the 16th day of September
Anno Domini 1783

Present

William Webb Esquire Mayor
Edward John Boland — John Monzies
Aldermen &c

Between Thomas Lane for
Virginia Peter by his Attorney Daniel
Garvan of Fort Saint George Merchant
Complainant and Buchinan Row
of the Aldee Sahebanam Native Merchant
Defendant

It Appearing by the Records of this Court that
the space of Six Months & the term limitted in his Majesty's Let-
ters is elapsed since the return of the Warrant of Sequestration
issued against the Defendants Effects and that the Defendant
as not made any appearance in Court to answer the Compla-
nants Bill — This Court doth therefore think fit to Order
Decree and doth accordingly Order and Decree that the Defendant
shall pay unto the Complainant the full and Just Sum of Six
Thousand Pagodas and thereupon forasmuch Star Pag 6000-13-
together with all such Interest as now is or shall become due
become due thereon untill full Payment is made unto the
Costs of this Suit

Hur

Vide 15th Oct 1782

To the Humble the Mayors
Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Thomas Cornett of Madras Inhabitant that Leopold De Atayde of the same place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Ninetynine Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of eight Shellings for every Pagoda the Sum of Thirty Six Pounds or thereabouts as doth more Particularly and at Large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court to 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 the Ninetynine Pagodas the said Leopold De Atayde

But now so it is may it Please this Honorable Court to Cause the said Leopold De Atayde 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 Genl Relief as to this

Honble

Dr. Leopold De Hayde in Account Current with Thomas Cornell Cr.

1778						
Janr 6	To 3 Setts of Stone buckles @ 15 Pags per Sett	45	--	By Stone and Sandry bought of you as per Receipt	35	--
	To 6 pair of Shoebuckles 2 setts of Stone @ 40 Pagodas each	50	--	By Balance	99	--
	To 2 pair of Ladys Earring @ 4½ Pags each	9	--			
	To 1 Tambass Bracelett	35	--			
	To 1 Silver handle Cutlass	7	--			
	To 1 Ditto Watch	8	--			
	Pagodas	154	--	Pagodas	154	--

Port Sainte George 5th August 1782

E E & Tho Cornell

Mayors Court at
Madraspatnam

Tuesday the 16th. day of Sept.
Anno Domini 1783

Present

William Mebb Esquire Mayor
Edward John Hollon & John Monye
Aldermen

Between Thomas Comell of
Madras Inhabitant Complainant
and Leopold Dickinge of the
place Inhabitant Defendant

It Appearing by the Records of this Court that the Space of Six Months (the Time Limitted in his Majesties Charter) is elapsed since the Return of the Warrant of Distraint issued against the Defendants Effects and that the Defendant has not made any appearance in Court to answer the Complainants Bill — This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ninety Nine Star Pagodas Star Rup 99-0 together with all such Interest as now is or shall hereafter become due thereon untill full Payment and also all Costs of this Suit.

Fiat

Fiat 14th May 1782

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hble Court Your Orators Daniel Kelly and John Feirney of Madraspatnam Merchants, That Ramah Pillah of Madras Merchant Stands Justly and truely indebted unto your Orator in the Sum of Three Thousand Arcot Rupees or Eight Hundred and Twelve Pagodas and Twenty four Fanams making in Sterling money of Great Britain after the Rate of Eight & Sitting for every Pagoda the Sum of Three Hundred and Twenty five Pounds and Upwards Forthat Whereas Your Orators the latter End of October or the beginning of the Month of November in the Year of our Lord One Thousand Seven hundred and Eighty One, did apply unto Ramah Pillah of Madras Merchant and Acting Owner of the Snow or Vessell called the Two Friends of the Burthen of One hundred and Eighty Tons or thereabouts Peter Sweetwright Commander, then lying at an Anchor in the Road of Madras for to Freight the said Snow or Vessell from this Port of Madras to that of Calcutta in the Kingdom of Bengall and back to Madras, Whereupon, as your Orators Shew, the said Ramah Pillah Consented and Agreed to let his said Snow or Vessell on Freight to Your Orators, on certain Terms and Conditions the Form of a Charter Party Affreightment, bearing date the Third day of November in the Year Aforementioned, and duly executed by all Parties, a true Copy whereof is hereunto Annexed for the inspection of this Honble Court, and which Your Orators pray

pray may be taken as part and parcell of this Your Orators Bill
of Complaint, and the Original Under the Hand and Seale of
your Orators and the said Ramah Pillah in Your Orators
possession, is Ready to be produced when Required, and humbly
Orators pray all benefitt: Your Orator further Shew, that hav
thus Entred into the said Charter party affreightment be
with the said Ramah Pillah, your Orators did on the Sixth
of the said Month of November aforesaid pay unto the said Ram
Pillah the sum of three Thousand Arcat Rupees and took his
for the same, this Your Orator well hoped, he the said Ra
mah Pillah, would have laid out money about the dispatch
ments, attending the fitting out and preparing the said
Vessell for the Voyage, as mentioned in the said Charter
affreightment, Your Orators further Shew, that having
on their parts performed so much of their Promise as was
them to take place, they Your Orators accepted to have performed
on the part of the said Ramah Pillah, as to the dispatching
of the said Vessell, or having her ready to depart from the Road
of Madras by the Eighth of the said Month of November, but
instead thereof Your Orators Shew the said Ramah Pillah the
unnecessarily detained the said Snow or Vessell untill the Twelfth
of the said month, at which time, the weather became very Tem
pestuous and being at every precarious Season of the Year, Your
Orators previous to that date, did several times write and advise
themselves unto the said Ramah Pillah for to get Ready and
prepare the said Snow or Vessell for to go to Sea by the time
agreed upon in the said Charter Party affreightment, Your Orators
further

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further Shew, that the said Ramah Pillah by various pretences
delayed the fitting out of the said Vessell, and as the Weather
grew more desperate, and it being dangerous at that time, for a
Vessell to lay at an Anchor in the Road of Madras, and Your Orators
supposing themselves defeated in their purposes by the Negligence
and Inattention of the said Ramah Pillah, your Orators did Writ
to him and demanded a return of the three Thousand Arcat Ru
pees, your Orators had advanced him as aforementioned, up
which Address the said Ramah Pillah, as your Orators Shew,
did wait on your Orators, and informed them, that the said Sno
or Vessell was Ready and did Assure Your Orators she was in
every way fitting and proper for the Voyage she taken up p
whereupon your Orators Shew, that they being amicably in
ned and instead of presseting in their demand, Your Ora
Daniel Kelly did on the Twelfth of the aforementioned
month of November, go on board of the said Snow or Vessel
the Evening of that day, and the said Vessell with about
Hands, took her departure under the Command of Peter Le
wright in the Service of the said Ramah Pillah and by h
employed to Navigate the said Vessell, your Orators further
that in the Morning of the next day, the said Vessell was o
sight of the Road of Madras, when Your Orator the said
Kelly found upon Enquiry and inspection, that the said Ves
was neither properly Manned or well founded, and in
Leaky Condition, and that upon an explanation with th
Peter Lewewright, he informed Your Orator the said
Kelly

Kelly, that the said Vessell was in no Condition to go to Sea
She being ill found in every particular, her people being
mostly Coolys taken out of the Streets of Madras in a Sick
wery Condition and not able to stand the Deck the Vessell
Rigging and Sails very Old and bad Quite unfit for such a
Voyage as shewas taken up for and her Stores very insuffi-
cient for provisioning and Manning a Ship short and the Vessell
in every leaky Condition in so much that Your Orator Shew
that the said Commander did inform Your Orator the said
Daniel Kelly, that the said Barrah Billah had deceived
him for upon his the said Barrah Billahs Assurance of
the Vessell being in good Condition and amply provided
with every Article proper for the Voyage, that he the said
Commander Engaged to take the said Vessell to Sea, Your Orator further Shew, in this Situation was the
said Vessell the very next day after her departure, and the
Weather coming on very Boisterous and the Vessell making
much Water and the poor Objects so lately sent on Board
falling down Sick and Rendred Quite incapable of giving any
Assistance, Remained the said Vessell to Sea about three
weeks or Four Months Steadily Pumping their Situation
being Dreadful and Dangerous the greatest part of the Vessells
Crew being Sickness Your Orator Shew, the said Commander
came to the Resolution of having away for the first Land he
could make, and having Received Instructions from the said
Barrah Billah not to make any Land to the Southward of the
Island of Andemans, the said Commander, your Orator Shew
did Steer for Balasore Road, but finding themselves disappoi
-nted in that attempt, they on the Thirteenth or Thirty first day
of December made the Land, a little to the Northward of Masu
-lepatam, at which time the said Commander wrote a Note to
your Orator the said Daniel Kelly, to the following purport
"Mr. Kelly Sir, we have fallen in with the Land in Latitude
"16. 9. N. should be glad to know if you Choose that the Vessell
"should be carried in either of the Ports to the Southward of
"Bengall as I am particularly desired by the Owners to
"have it from under your Hand in Writing — I am Sir
"Your Humble Servant Peter Swearwright, December the
"Thirty first one thousand Seven hundred and Eighty
"at Sea" — Your Orator further Shew that matters being
thus Situated, Your Orator the said Daniel Kelly did
same day Return an Answer in Writing to the said Com
-mander in the following Words — "Sir I Just now Receiv
"your Note in which you desire to know whether I will give
"an order under my hand in Writing to go into either of the Ports
"the Southward of Bengall, as You are now fallen with
"Land to the Westward in Latitude 16. 3. North — in Answer
"to which I have to inform you that the Snow two Days
"is taken up by Mr. Fairney and myself to go to Bengal
"there take in such a Cargoe as I shall think proper
"put on board, after She is Repaired and in proper
"dition to Receive it — the Vessell is now in a leaky
"bad Condition and without Sufficient repair wou
Sodan

" Indanger any goods Shipt on board, therefore if you think you
" can make the Passage to Bengall good, where she may be pro-
" perly fitted out, According to the Owners agreement with us
" to which place we always did, and Now do, Intend She shall
" go, Say in the case you are to proceed to Bengall but if you
" cannot get there as we expected, and put in to Manikapatam
" and in case of not being able to procure freight for her there
" to Say the other ports to the Southward of Fort St. George Madras
" and that you can Repair the Vessell so as not to damage the
" Cargoe which may be Procured for her at Either of those Settle-
" ments, in this case You'll do my best endeavors to procure
" a Cargoe for her, in order to Save the Owners the trouble and
" Expence of Dispatching another Voyage to [illegible] their
" Agreement which Agreed they have been very desirous for
" will Observe by the Owners not going to Bengall we would
" be Considerable Losers as I do not know of any thing in the
" Southern ports which would answer our purpose but
" rather than be Shaden the Owners if the Voyage should be
" disapointed we will be very well Satisfied, and happy to
" procure the Same Sum which we have agreed to pay them
" Owners for the Voyage Bengall, and will not mind our
" Loss of time or trouble, but if there should not be a possibility
" of my procuring a Cargoe for her at either of those ports
" I shall not look on the Voyage as Completed untill She goes
" to Bengall and from thence Returns according to the Owners
" Agreement which the as above mentioned Should you find
" it

" it Necessary to have my advice in any thing further I will
" from time to time be Ready to give it you, I am, Sir, Your
" most Obedient Humble Servt. Daniel Kelly At Sea
" December the thirty first One Thousand Seven Hundred
" and Eighty One, To Capt.n Sevewright Commander of the
" Snow two Friends at Sea" Your Orator further Shew that
the said Vessell put into Nizumpatam in great distress where
she was obliged to Remain, not having a Anchor on board to Weight
her Anchor, Your Orator further Shew that Your Orator Daniel
Kelly was under the Necessity of going to Masulapatam by
Land in Order, if Possible, to procure Assistance for the said
Vessell, so as to prosecute her Voyage to Calcutta, and of which
Circumstance Your Orator Daniel Kelly did advise Your Orator
John Fairney, in Order that he might advertise the said Ra-
manah Pillah of the same and to get him to give an Order
for Supplying her with Men, Provisions and Stores so as
to Enable her to make good her Voyage to Bengall which
the said John Fairney did do, but which the said Ramah Pillah
Neglected to do, and insisted that there Remainder on his part no
more to be done, as Your Orator the said Daniel Kelly had
Caused the Vessell to be carried into Port to the Northward of Ma-
dras, being agreeable as the said Ramah Pillah said, to an
Express Covenant Clause or Condition, as inserted in the said Charter
Party of Freightment for the Liberty given Your Orators, of
Carrying the Vessell to any Port to the Northward of Madras for
the purposes of loading her with a Cargoe on Your Orators ac-
count, which Liberty Your Orators Shew, they never took, or

used

was any ways desirous of taking Your Orator having no Goods or Merchandize to the Northward of Madras, or the Means at the time of procuring a Cargoe proper for that Said Port of Madras, your Orators Real View being to get the Vessell to Calcutta as soon as possible, and there to procure a Cargoe of Rice, and other Articles for Madras, and this Your Orator Shew was Evidently the Case Your Orators further Shew that Your Orator John Fairney did frequently Apply to the said Ramah Pillah and insisted on his getting out the said Vessell from the Cut she then was at for Calcutta, who Positively Refused so to do, Whereupon Your Orators Shew that Your Orator John Fairney did on the Twenty Second day of January in the present Year One Thousand Seven Hundred and Eighty two, making and Enter a Protest against the said Ramah Pillah thereby declaring that he or whomsoever the same might Concern Responsible for such Losses, Costs, Charges, Damages, and Expences, as Your Orator might be put unto by Reason and Means of the said Snow Two Friends, not proceeding on her intended Voyage to Bengall, as will more fully and at large Appear, by Reference being made to the said Protest now in Your Orators Possession and Ready to be produced when Required. Your Orator further Shew, that Notwithstanding this said Protest, yet the said Ramah Pillah persisted in his Refusing to set out the said Vessell for Bengall, or returning the Sum of Three Thousand Arcot Rupees or any part thereof as alledging as before, that she had performed that Voyage as mentioned and Setforth in the Charter Party Affreightment, Your

Your Orator further Shew, that precieving themselves in disagreeable Situation, both as to the money they had Advanced and the Loss of time and the Advantages expected to be made, Your Orators deemed it Necessary, to come to some New Arrangement to and with the said Ramah Pillah, and thereby prevent all Altercations on this Subject, Whereupon Your Orators Shew, Your Orator John Fairney on Account of the Concern applied himself to the said Ramah Pillah, and Offered to Change the Tenor of their former Charter Party, as also the Consideration therein mented to be paid by Your Orators, and that Your Orators were at Liberty to Repair and Set out the Said Vessell from the Northward to Madras at the Expence of the said Ramah Pillah, all of which the said Ramah Pillah, Your Orators Shew did Agree to, and Accordingly, Your Orators, by the means of Your Orator John Fairney and the said Ramah Pillah, did by an Endorsement on the Original Charter Party Affreightment enter into other Terms and Conditions as are Setforth and Expressed in the Copy thereof, hereto Annexed for the inspection of this Honble Court, and which Your Orators pray may be taken as part and parcell of this Your Orators Bill of Complaint to the Original of which said Endorsement under date the Seventh day of February in the present Year One Thousand Seven hundred and Eighty Two, Your Orator John Fairney and Ramah Pillah have Set their Hands and Seals Your Orators further Shew that the said Snow or Vessell called The Two Friends was carried after much fatigue and trouble on the part of the said Daniel Kelly in procuring

Procuring of Cargo and providing her with Stores for said
Jamputam Roads to Narsapore where she was Conducted over
the Bar, her aforementioned Commander being then on board
and there Underwent a Repair under the inspection of the
said Commander, and with the Assistance of your Orator
Daniel Kelly, who Spent much time and disbursed Con-
siderable sums of Money, on and upon the said Vessell by
and with the Consent of her said Commander, and for which he
the said Ramah Pillah Remains Debtor to Your Orators Your
Orators further Shew that Soon after the Repairing of the
said Vessell, the Commander Watched an Opportunity
that he deemed favorable, to Carry the Vessell Over the Bar
of the River, and from thence to have taken a Cargoe of Your
Orators Shelling ready to be Shipped on board for
her Shew, that the said Commander, proceeded in the
Vessell in Ballast to go over the Bar of the River, and in
doing, being the Twenty third day of March One Thousand
Seven Hundred and Eighty Two, the Wind took the Vessell
aback and forced her Boldly ashore, where she was Lost,
which Your Orators place to the Account of the said Ramah
Pillah, as of Right to him belonging, Because, as Your
Orators Shew, it was the proper Business of the said Ramah
Pillah, to Repair and fit out the said Vessell, in such Condition,
as to Enable her to Perform her Voyage to Madras, for, and
until that was done, no Responsibility lay on your Orators,
as

as any Risk they were to Sustain could not Commence un-
till they were Advertised of the Vessell being in Readyness to
Receive Your Orators Cargoe, your Orators further Shew, that
this is the true State of the Case, and Your Orators further
Shew, they have frequently and in an Amicable Manner
Requested the Return of the said Sum of Three Thousand
Arcot Rupees from the said Ramah Pillah. -

But now so it is and may it please
this Honble Court the said Ramah Pillah Obstinately and
Wilfully Refuses to give Your Orators any Manner of Satis-
faction touching the premises, pretending that Your Orators
are no ways Entitled, to have any Return of the said Sum
of Three Thousand Arcot Rupees, because as the said
Vessell had in the first instance proceeded on the Voyage
she was taken up for, soumuch of the Freight has had been
paid by Your Orators, was the Absolute property of him
the said Ramah Pillah, which Your Orators Charge
is wrong and unjust, because the said Ramah Pillah
in the first intance, had not in any Shape fitted and the
said Vessell from Madras, for to proceed on her Voyage
to Bengall, but had totally deceived Your Orators, by Freight-
ing to them a Vessell in no Shape Sea-worthy, your Orators
further Shew, the said Ramah Pillah at other times
pretend, that he is Sufficiently Entitled to keep and detain
the

the said Sum of Three Thousand Arcot Rupees, from the Expi-
rewards of the second Agreement, under which he now Claims, also
your Orators Charge is also Unjust, because there are no words
that Leads to such a detention, or that can in any Case give a right
of property to the said Ramah Pillah, in the said Sum of Three
Thousand Arcot Rupees as there were many things to be done on
the part of the said Ramah Pillah, such as the fitting out of the
said Vessell from Madras for the Voyage to Bengall, and the
fitting out of the said Vessell from Nandapore River, as these
matters were not done the said Ramah Pillah Ought to Return
Your Orators the said Sum of Three Thousand Arcot Rupees as the
Condetion on which they were Received were never performed, Any-
-nating in the Negligence and Inattention of the said Ramah
Pillah, and more particularly as the said Vessell was last whilst
in the Voyage of the said Ramah Pillah and under the Care of his Co
-mander on Nandapore River and at the time she was lost there-
-fore Your Orators Charge that the said Ramah Pillah Ought
Justly and truly indebted unto Your Orators in the Sum of Three
Thousand Arcot Rupees as so much Money had and Received by
your Orators Use, under Certain Terms and Conditions never
performed on the part of the said Ramah Pillah To the End
therefore that the said Ramah Pillah may upon his Corporal
Oath, full true, direct, and perfect Answer make, to all and sin-
-gular 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 hereunto Repeated and particularly Interrogated, and
that he may be decreed to pay unto your Orators the aforesaid
Sum of Three Thousand Arcot Rupees or Eight Hundred and
Twelve

Twelve Pagodas and Twenty four 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 Ramah Pillah to be Summoned and Requires by the She-
-riff 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 pre-
-fixed and appointed, then and there to Answer this Your Orators
Bill of Compliant, and further to stand to and abide by such Order
and Decree therein as to this Honble Court shall seem Meet

Chas. Bromley
Atty for Complainant

This Charterparty Indented made Concluded and
Agreed on Between Ramah Pillah of Madras Inhabitant and
acting Owner of the Good Snow or Vessell called the Two Friends Peter
Seawright Commander now Riding at Anchor in Madras Road
of the Burthen of Two Hundred Tons or thereabouts, of the One part
& Daniel Kelly and John Feirney of Madras aforesaid Merchants
of the Other part Witnesseth, that the said Ramah Pillah for
the Consideration herein after mentioned Hath Granted and to
Freight letten and by these Presents doth grant and to Freight Letts unto
the said Daniel Kelly and John Feirney their Executors Admi-
-nistrators and Assigns the Whole Tonnage of the Hold Stern
Shee to and half Deck of the said Snow or Vessell called the Two

Friends -

Friends in a Voyage to be made by the said Snow in Manner following
that is to say to Sail on the Eighth day of this present Month of
November from the said Road of Madras to the Port of Calcutta
in Bengall (the Dangers of the Seas Excepted) And in Case the
Snow is not able to make her Passage good to the Port of Calcutta
aforesaid then the said Ramah Pillah to Covenant and Agree with
the said Daniel Kelly and John Fairney and by these Presents
do give full Power and Authority to Carry the said Snow into any
Port to the Northward of Madras and there unload and make
discharge of such Goods & Merchandize and Ballast as the said
Snow shall have on Board — And also shall there take into and
aboard the said Snow such Cargoe as may be thought proper
to be Shipped by the said Daniel Kelly and John Fairney their
Factors or Assigns and shall them Return to the said Road of
Madras with the said Cargoe In Consideration whereof the
said Daniel Kelly and John Fairney for themselves their Ex-
ecutors and Administrators do Covenant Promise and Grant to
and with the said Ramah Pillah, his Executors Administrators
Factors or Assigns by these Presents that the said Daniel Kelly
and John Fairney their Executors Administrators Factors or Assigns
shall and will well and truly pay or Cause to be paid unto the said
Ramah Pillah his Executors Administrators or Assigns for the
Freight and whole Tonage of the said Snow Two Pagodas for her
intended Voyage to Bengall or to the Northward and back again
to the Port of Madras the Sum of One Thousand Arcot Rupees
and also shall and will pay for Demurrage (if any shall be

by the Default of them the said Daniel Kelly and John
Fairney the sum of One hundred and Ten Rupees per Day, Daily
and every Day as the Same shall grow due — and the said Ramah
Pillah for himself his Executors and Administrators, doth Co-
venant Promise and Grant to and with the said Daniel Kelly
and John Fairney their Executors Administrators and Assigns
by these Presents that the said Snow or Vessell shall be Rea-
dy at the Port of Calcutta to take in her Cargoe by the said
Daniel Kelly and John Fairney in Twenty Days after her Arrival
at Calcutta aforesaid. And the said Daniel Kelly and John
Fairney for themselves their Executors Administrators and Assigns
do Covenant and Promise within Twenty days after the said
Snow or Vessell shall be then Ready to have their Cargoe Put
on Board the said Snow to proceed on the said Voyage — and the
said Daniel Kelly and John Fairney do further Covenant &
Promise to Unload the said Snow or Vessell within Twenty
Days after her Safe Arrival at the Road of Madras with
such Cargoe as will or may be Shipped on board and on
default thereof to pay the Sum of One Hundred and Ten
Rupees per day daily and every day by way of Demurrage
after the Expiration of the said time Limitted for Unloading
the said Snow and untill She is Unloaded and the said Ramah
Pillah for himself his Executors and Administrators doth
further Covenant and Grant to and with the said Daniel Kelly
and John Fairney their Executors Administrators and Assigns
that the said Snow or Vessell now is and at all times during
the said Vessell shall be to the best Endeavours of him the
said —

said Ramah Pillah his Executors and Administrators at his
and their own Proper Costs and Charges in all things made and
kept Stiff Staunch Strong well Apparelled and provided as
well with Men and Mariners Sufficient and able to Sail Guide
and Govern the said Snow as with all Manner of Rigging Sails
Boats Tackles Apparell Furniture Provisions and Appurte-
nances Fitting and Necessary for the said Men and Mariners and
for the said Snow during the Voyage aforesaid And the said
Daniel Kelly and John Fairney do Covenant Promise and Agree
to pay unto the said Ramah Pillah the Sum of Three Thousand
Rupees in Advance towards the Freight of the said Snow for
Friends and the Residue of the aforesaid Six Thousand Rupees
Freight to be paid unto the said Ramah Pillah in Twenty
day after the Safe Return of the said Snow in the Road of Ma-
dras with her Charge on Board In Witness Whereof the
the said Parties have hereunto Interchangably Set their Hands
and Seals in Madras aforesaid this Third day of November
in the Year One Thousand Seven Hundred and Eighty One

Signed Sealed and Delivered
(Whereon no Stamp Paper is to be had)
in the Presence of
Chr. Casimore
Peter Swaright

Signed Ramahpillah (LS)
D. Kelley (LS)
John Fairney (LS)

A true Copy
Chas. Bromley
Atty Compt.

Whereas

Whereas the Snow Two friends has by Stress of wea ther
put into Nizampatam Roads to the Northward in a distressed and
Leaky Condition which Renders her incapable of proceeding on
her intended Voyage to Bengall from the Northward it is hereby
Agreed by and between Ramah Pillah Owner of the said
Snow and John Fairney one of the Freighters that he the said
John Fairney and Daniel Kelly will load the said Snow at
one of the Ports to the Northward Either Narsapore or Maca-
lepatam for Madras on their Own Risque in Consideration
of their Paying the said Ramah Pillah the Sum of
Four Thousand Rupees that is to say the Sum of Three
Thousand Rupees which they have already paid on account
of her intended Voyage to Bengall and the further Sum of
One Thousand Rupees on her Safe Arrival at Madras
aforesaid and the said John Fairney do Promise to
Unload the said Snow in Twenty days after her Safe Arrival at
the Road of Madras with such Cargoe as will or may be Shipped
on Board and on Default thereof to Pay the Sum of One Hundred
and Ten Rupees per day daily and every day as it shall become
due by way of Demurrage &c. any Sums to be after the said terme
limited for Unloading the said Snow and until she
is unloaded In Witness whereof we the said Ramah
Pillah and John Fairney have hereunto Set our Hand and Seals in
Madras aforesaid this the Seventh Day of February in the Year
One Thousand Seven Hundred and Eighty two

Witnesses
Cottrell Barrett
Vencatachellum

Ramahpillah (LS)
John Fairney (LS)

A true Copy
Chas. Bromley
Atty Compt.

Filed 23d July 1782

The Answer of Ramah Pillai of Madras Merchant Defendant to the Bill of Complaint of David Kelly and John Fairney of the same place Merchants Complainants

This Defendant Now and at all times hereafter saving and reserving unto himself all Manner of benefit and Advantage of Exception to the Many Errors Uncertainties and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is advised doth Materially Concern him to make Answer unto He this Defendant Answereth and Saith that he Admits to be indebted unto the Complainants in the Sum of Eight Hundred and Twelve Pagodas and Twenty four Fanams Current Money of Madras or any other Sum or Sums of Money Whatsoever as the same is most Wrongfully Set forth and Stated in the Complainants Bill of Complaint but on the Contrary this Defendant Saith that the Complainants Stands Justly and truly indebted unto him this Defendant in the Sum of one Thousand Rupees as may More fully and at large Appear by the Agreement made and entered by and between this Defendant as owner of the Snow Two Friends and John Fairney one of the Complainants and Freighter of the said Snow a Copy of which said Agreement is annexed to the Complainants Bill of Complaint, and this Defendant Prays that the same may be Admitted as part of this his Answer,

Answer the Original whereof is in this Defendants hands and ready to be produced if thereunto Required, This Defendant further answering Saith that he admits that the Complainants did some time in the Latter end of the Month of November in the year of our Lord one Thousand Seven Hundred and Eighty One Apply to this Defendant as acting Owner of the Snow or Vessell called the Two Friends of the Burthen of one Hundred and Eighty Tons or thereabouts Peter Seawright Commander then Lying at Anchor in the Road of Madras for to Freight the said Snow or Vessell from this Port of Madras to that of Calcutta in the Kingdom of Bengall and back to Madras whereto this Defendant Consented and agreed to let his said Snow or Vessell on Freight to the Complainants on Certain Terms and Conditions which for better Certainty were Reduced into Writing in the Form of a Charter Party Affreightment bearing date the third day of November in the year beforementioned and duly executed by all Parties a Copy whereof is annexed to the Complainants Bill of Complaint This Defendant also Admits that after the entering into the said Charter Party Affreightment to and with the said Complainants — the said Complainants did on the Sixth day of the said Month of November advance unto this Defendant the Sum of Three Thousand Rupees; And for further Answer this Defendant Saith that he denies to have unnecessarily detained the said Snow or Vessell untill

the

the Twelfth of the said Month of November but on the Contrary this Defendant Saith that he did use all means in his power to Dispatch the said Snow or Vessell from the Road of Madras by the Eighth of the said Month of Nov.r and would have done so, if he this Defendant could have got Boats to Ballast her, which was the only Article the said Snow or Vessell was in want to weight Anchor from the Road of Madras and in Answer thereto this Defendant made Repeated Application to Mr. Cuthbert the Master Attendant to allow him Boats for that purpose But this Defendant prays to Observe that there were many Vessells in the Road of Madras at the time which were detained on no other Account but for Boats to bring Ballast many of which Ships being Company's Ships and some having Companys Freight on Board, these Vessell had the preference in procuring Boats not only to unlade them but to dispatch them likewise, which both the Complainants well knows and they also know that this Defendant used great diligence to procure Boats to Ballast, the said Snow, and had never such more success in his endeavours than many other owners and persons having charge of Vessells, for this Defendant saith that many Vessells that Arrived before and early in November were not even entered on Account of the difficulty in getting Boats

Boats even so late as the Twenty Eighth of December upon which day eight Vessells came on Shore, And this Defendant Notwithstanding the above difficultys had the Snow ready by the Twelfth of November so that there was no design to delay the sailing and departure of the said Snow nor any neglect of those means which were necessary to hasten and expired her departure and this Defendant saith it is not extraordinary for the weather to be tempestuous in the Month of November, and the Complainants must have well known that many accident were liable to happen to the said Snow or any Vessell tho never so well found with Stores or in the best Condition with Regard to repair and Crew in the under taking of a Voyage to Bengall at that Season of the Year, both against wind and Current, and the best Vessells have failed in the attempt. And by way of further Answer this Defend.t admits that some message was sent to him by one or both of the Complainants, but this Defendant denies to have waited on one or both of them, and to have assured him or them that the Vessell was fit to undertake the Voyage, altho this Defendant admits that one or both of the Complainants came to this Defendant and enquired of him whether his said Snow was ready and fit to go to sea, when this Defendant informed him or them that the Vessell was fit to go to sea, as was really the Case long before, except the Article of Ballast, the difficulty in procuring which was the Occasion of her being delayed any time at all after the Eighth of Month of November. This Defendant further Saith

Saith that he admits that Daniel Kelly one of the Complainants did on the Twelfth day of the aforementioned Month of November go on Board of the said Snow or Vessell, and with about thirty Pounds on Board, took her departure under the Command of Peter Sweerwright who the Complainants say was in the Defendants Service, this Defendant Saith that the said Peter Sweerwright was not employed by this Defendt, but he was actually employed by the Complainants themselves who Strongly Recommended him to this Defendant, and made choice of him as Commander and insisted upon taking him as such on Board the said Snow in the said Voyage, And the said Complainants were at the expence of fifty Rupees per Month out of their own Pockett merely to have the said Peter Sweerwright Commander in the said Snow or Vessell, and this Defendant hath great Reason to believe that the motive of the Complainants having the said person to Command the said Vessell arose from some View of benefiting themselves thereby. And this Defendant saith that he will maintain and prove that the said Snow was at her outfitt properly manned and well found, and was by no means in a leaky Condition as is wrongfully Suggested by the Complainants. On the contrary this Defendant saith that the Crew of the said Vessell were mostly experienced Seamen and had been a Voyage to Bengal before in the same Vessell under the Command of Daniel Kelly one of the Complainants, and the said Daniel Kelly by being a mariner and bred to the Sea, must have known the Condition of the Vessell at the time, as well as when he freighted her with the other Complainants,

Complainant, and if the Complainants had any reason to suspect that the said Vessell was not in every respect fit to put to Sea and perform the Voyage she was freighted, Saving and excepting the dangers of the sea and other incidental Accidents, they would not at the unusual Season they freighted her have entered upon the said Voyage, but would have objected thereto, and this Defendant denies that the said Vessell not going to Bengall was occasioned by any want to Supply the Vessell with every thing necessary for the purpose, And it Appears by the Complainants own shewing that the Weather became very violent the Very next day after the Vessells departure, And that the Vessell was beating about in bad weather upwards of two Months, which this Defendant prays to Observe she could not have under gone if she had been in the bad Condition represented by the Complainants, but she must inevitably have sunk under it, the Months of November and December last past having been particularly tempestuous in the Bay of Bengall, and it was not until it was necessary, that the Commander thought of bearing away for the land This Defendant further prays to observe that Daniel Kelly one of the Complainants does not in his Letter of the thirty first of December complain of the Vessell having been at her outfitt in a bad condition and unfit to proceed on her Voyage, but attributes the loss of their passage Solely to the badness of the Weather. He particularly observes in the following words "The Vessell is now in a leaky and bad Condition" Supplying that she was rendered so by the bad weather she had undergone,

undergone, and its not a matter of surprize that she should have been in such a situation, considering the bad Weather she had had and the said Daniel Kelly does not in any part of his Letter make any of those Representations, which are now made the pretence of demanding back the part of the freights demanded, but he seemd to hold himself Alleged to do every thing, in his power to retrieve his own loss of time, and to lighten that of this Defendant and this Defendant further saith that the Complainants in their Charter party of affreightment seem to have forseen the possibility of the Snow not making good her Voyage to Calcutta, and therefore provided against that Event by a Clause in the said Charter party whereby they are impowered to carry the said Snow into any part to the Northward of Madras, and this Defendant is humbly of Opinion that he is not answerable for any miscarriage which might prevent them from availing themselves of the said Liberty and loading a Cargo to the Northward. And this Defendant further saith, that he admits that he did by another Charter party affreightment enter into other Terms and Condetions with the said Complainants the Copy or Tenor whereof is annexed unto the Complainants Bill of Complaint, and this Defendant saith that not only the said Daniel Kelly took upon himself to procure People and provideing the said Snow with Stores &c. this Defendant did also send orders to the Commander of the Vessell to see her repaired of her damages, and well-

well provided in every article necessary for her, and to bring her down to Madras according to agreement, and the said Commander did lay out and expend several sums of money to that end and purpose as may Appear by Copy of an Account Current hereunto annexed for the Inspection of this Honble Court which this Defendant prays may be admitted as part of this his Answer.

This Defendant further saith he has been informed that the said Snow did proceed from Naga-patam to Nardapore where she was conducted into the River and there under went a thorough Repair, and was there also laden by the Complainants, altho they have suppressed that Circumstance for Reasons which this Defendant cannot devise, But this Defendant saith that the Vessell in attempting to go over the Bar of the River at Narsapore was lost on the Twenty third day of march in the present Year of our Lord One Thousand Seven Hundred and Eighty two as may more particularly Appear by Copy of the Declaration thereof made by the said Commander upon Oath hereunto annexed for the Inspection of this Honble Court, which this Defendant prays may be admitted as a further part of this his Answer.

And by way of further Answer this Defendant saith that he did every thing on his part to-

to fulfill his Several Agreements, Notwithstanding the many misrepresentations of the Complainants — and this Defendant saith that he is justly entitled to the Three Thousand Rupees received in advance and reports the judgment of this Honble Court how far he is not also entitled to the Remaining one Thousand Rupees —

And Which Matter and things this Defendant is Ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained

My Dis Pen

Attys Defend.t

Dr. Capt.n Peter Sevewright in Account

1782		Rs	Fs.	d.
	To Nagampatam 9 Cask of Water Boat and Coly hire	16	--	--
	To 3 Peons looking over the Country for People to Carry the Vessell to Masulipatam	6	--	--
	To 2 Peons Searching for the Syrang	2	--	--
	To Bringing off the Boat after being Carried away by the Lascars	4	--	--
	To Man going to Masulipatam to Search for 2 Lascars	5	--	--
	To Repairing the Boat New Rudder Iron &c.	13	--	--
	To 2 Company's Peons bringing from Masulipatam 12 Men for the Sacow	4	--	--
	To 1 Days Provitions Bottle &c.	3	--	--
	To 2 Maund Ail	5	--	--
	To 1 Puney Bringing me load of Water & Coley here &c.	10	--	--
	To the Pilot Bringing the Vessell into Narsapore River	20	--	--
	To 24 Ballast Baskets	--	24	--
	To 2 Saws for heating Dam.s	--	24	--
	To 4 Irons for 6 Days	--	16	--
	To 2 Large Blocks for headding	2	--	--
	To 1 Lock for Bankes hall Door	--	16	--
	To 4 Mound Arkam Cir	2	--	--
	To 19 New Blocks from 5 to 9 Inc.	16	--	--
	To 6 Cleer of Grease	2	--	--
	To 24 Small Dam.s for	--	30	--
	To 60 Mumps for Coying the Sides	20	--	--
	To 150 Billets fire wood heating Dam.s	1	--	--
	To 2 Iron Cotters for the Pumps	--	24	--
	To 95 Carpinters @ 12 Puce each	26	--	--
	To 109 Caulkers @ 11 Puce each	25	--	--
	To 8 Barmandoes @ 8 Puce each	3	--	--
	To 336 Coolys @ 6 Puce each	62	--	--
	To 1 Tree for Pump Boxes & Coley hire	2	--	--
	To 1 Coir Hauser for headding	2	--	--
	To 40 Pieces Dungree	7	--	--
	To 6 Pounds Twine	4	--	--
	To 200 Scupper Nails & 500 Pump Nails	3	--	--
	To 100 Billets small fire Wood	2	--	--
	To Turning the Large Capstan Bolt	1	20	--
	To Black Smith making Rose Rain Plate 1 Gallick Plate Stopping 6 Pump Boxes Making 87 Bolts Nails &c.s	15	--	--
	To 1 Coir Hauser of 8 Inches	25	--	--
	To Coley hire filling Water & Casper Repairing Rice water Casks	10	--	--
	To Cash Divided the Syrang	57	--	--
	To Do. Do. for Cook	21	--	--
	To Do. Do. for Rocks Lascar	21	--	--
	Carried over Rupees	420	10	--

Current With Ramah Pelleah Cr.

1781		Rs	Fs.	d.
	By Cash Received from your at Madras	500	--	--
	By 6 Jars	72	--	--
	By Cash Received from the Syrang	35	--	--
	By Do. Do. for the Rent of the Vessell	800	--	--
	By Do. Do. for the Stream Anchor	137	24	--
	By Cash advanced for 3 Months	900	--	--
	Carried Over Rupees	2544	24	--

Dr. Capt.n Peter Sweerwright in Account Current with Ramah Pellcah Cr.

1782.		
	(Brought Over Rs	920.10.–
	To Selling 9 Lagers of Water	2.–.–
	To 43/4 Mounds of Ghee for Provision	21.12.–
	To 3¾ Candies of Dall &c	9.24.–
	To 25. Mounds 8 M. Pounds of Dam.t	76.24.–
	To 10. D.o of Atta	17.–.–
	To 2. Duppers	1.–.–
	To Europe Arkum	.16.–
	To 17 Bundle Cajan Leafs for Dunnage	.33.–
	To 1/2 Reams for Mapp	.40.–
	To 1. Square Timber for Pump Spears 19 Cubites Long & 1. Circum.t	25.24.–
	To 1. D.o D.o of 19. Cubits Long 1. Circum.t for Repairing the Main Top Sister Blocks &c.a	21.9.–
	To 1. Tree 3/4. Cubits Mix.t Yard	8.24.–
	To 4 Coils Coir Rope 3 In.	51.–.–
	To 7. D.o D.o D.o 2½ In.	74.9.–
	To 4. D.o D.o D.o 1¾ In.	29.36.–
	To 55. Pounds of Europe Iron	9.–.–
	To 5. Tops of Gomays	28.–.–
	To 14 Lascars imprest at Masulipatam to bring Vessell to Narsapore	98.–.–
	To Coolys hire for Saving and taking care of the Wreck	27.10.–
	To 1. Country hide	.24.–
	To Coolys hire Carring things to Bankshall	2.–.–
	To 150. Matts for Covering the lower Masts and Bowsprit	1.–.–
	To the Divers for Grapnel and anchor	10.–.–
	To 1. Month Pay for 2. Lascars taking Care of the Diff.t articles @ 7. Rs. each	14.–.–
	To my Wages from the 10.th Nov.r 1781. to 10.th May 1782. 6. months @ 300. Rs. p.r Mens.m	1800.–.–
	Rupees	3248. 8.–

	Rs.	A. P.
Brought Over Rs	2444.24.–	
	2444.24.–	
By Ballance due to me	803.32.–	
Rupees	3248. 8.–	

E.E. Peter Sweerwright 31.st May 1782.

true Copy
Sig.d Dirbin
Mg.r Defts.