

MAYERS COURT

PLEADING

VOL. NO; 35

G. NO; 12030



செ. இராசேந்திரன்

செய்பவருடைய பெயர் : 1/2003

செய்முறைத்காக எடுத்துக் கொடுக்கப்பட்ட நாள் : 4/2004

செய்து முடித்த நாள் : 4/2004

கையொப்பம் மு. நி. பா. எ. 1. 13/7/04

கையொப்பம் மு. நி. பா. எ. 2. 7/04

மாணவர்
உதவியாளர்

Index to Records in Grand C

for

Anno 1778.

A

Andrade Philip Administrator &c. Thomas Dade Pierson Philip Montambert Philip
Decree
Duncans Lyttleton Attorney Portions de Rogers 1777 Montalbert
Decree
Andrews Abraham 1775 Abraham Angell
Decree
Smith Edmund Executor of Gyles Mariel Executors of Gregory Mignard 1775 Pembert
Decree
Pettigrew
Decree
Abraham Thomas 1777 Executors
Agazenny Rhodes Calendar Bondsf
Decree
Andrews Mathew Lyttleton Attorney Andrews Moses 1777 Mckenmacle
Decree
St Pierre Elias Petitioner
Decree
Executors Lyttleton Attorney Grandpre Elias 1777 Catherine and Dominadot
Decree
Executors Pettigrew Attorney Pierre Rodrigues 1777 Montalbert
Decree
Andrews Elias Emanuel 1777 Stage Register
Decree
Somerindyke Attorney Peters Johnson 1777 Montalbert Promissory Note
Decree
Montalbert
Somerindyke Petitioner by his Attorney Abrahams Rogers 1777 Check Mayor Said
Decree
Debtor Reynolds Said

B

Decree
Decree
Decree
Decree
Decree
Decree
Decree
Decree

C

Cotty Chitty by his Attorney Abraham de Rogers Witt Sabonmy Chitty Decree 15
Cal. Iswil Witt Ramalingah Pillah Ansey Pillah Sabonmah Pillah
Chingamah Chitty by his Attorney Pascal Drewe Witt Canapah Cobard
Cal. Iswil Witt Ramalingah Pillah Annee Pillah Sabonmah Pillah Decree 125
Chindahy Pallie Annamchitty by his Attorney Thomas Nevill Witt Chittypah Cotty Decree 277
Candapah and Narrain Chitty Witt Abraham Angell
Cuthbert Alexander Witt Abraham Angell Decree 371
Chundahy Pallie Moorgapah Modelliar by his Attorney Adolphus Smith Witt Decree 464
Cannachey Ammanah by his Attorney Adolphus Smith Witt Decree 504
Caetha Cawn by his Attorney John Madan Witt Decree 512
Cadapah Gregorie Herman Witt Leopolde Alayde
Cotty Chinny Modelliar by his Attorney Pascal Drewe Witt Matchata Mardapah Decree 547
Coon Vaydenadah Modelliar Petitioner Decree 606
Cap. Mannicdullan Witt Cunnapacham Mapadah Knitter of Hannah Hunter Decree 6
Candapah by his Attorney Joseph Marlow Witt Edwards Decree 770
Chinnatamby Modelliar by his Attorney John Madan Witt Thomas Mallapah Decree 853

D

Du Ruy Henry Petitioner Decree 906
Damodah Pentavanich by his Attorney Pascal Drewe Witt Dessyhandah Decree 931.
Debonha Moore Thomas Pellingame Witt Dan Tan Witt Hannah Jeffery Decree 1037
Dessy Aatchatha Tabowry Decree 1111
Du Ruy Henry Witt Mongamah Ally Chitty and Chitty Decree 1161
Dingy Thinden Witt Abraham Angell Decree 1222

Debarbo Maria Witt Abraham Angell Decree
Debarbo Maria and Johns dos Reis Witt Abraham Angell Decree
Donahanty Govindapah Nainah by his Attorney Baptistiska de Cruz Witt Cornegorn Pedaver Naicker Decree
De Ruy Henry Witt Vannadattory Decree

E

F

Fonseca da Silva Gaspar John Madan Witt Vandapah Deubark Decree 60
Fabricius Philipz John Witt Ramen Vaiche Decree 148
Faith Cadiem Witt Machamiah &c Decree 156
Fabricius Philipz John Witt Cheymahumidan Rahimsaib Decree 240
Fabricius Philipz John Witt Modiah Decree 361
Fabricius Philipz John Witt Abraham Angell and John Willoughby Decree 384
Fonnah Frederick Attorney and John Willoughby Witt Abraham Angell Decree 422
Fabricius Philipz John Witt Venkata Savenny & Venatagory Decree 456
Fabricius Philipz John Witt Annasalla Pulley Decree 554
Fabricius Philipz John Witt Annamagem & Vaucalachallam Decree 637
Fabricius Philipz John Witt Bandy
Fabricius Philipz John Witt Cannen Sangama Naick Decree 690

G

Gaberay John Witt Alexander Gardenen Decree 355
Gongadora Chitty by his Attorney Pascal Drewe Witt Master Cannapah Chitty and Coty Chitty Decree 724

H

Decree 10
Decree 175
Decree 191
331
Decree 431
555
Decree 615
705

I

Decree 306
329
Decree 369

K

Decree 16
Decree 1
Decree 373
Decree 658
Decree 775

L

Decree 379
Decree 536
Decree 563
Decree 761

M

Decree
Decree
Decree 32
Decree 34
Decree 35
Decree 51
Decree 54
Decree 601
Extract
Decree 620
Decree 636
Decree 668
Decree 704
Decree 714

N

Decree 185
Decree 290
Decree 347
Decree 487
Decree 495
Decree 702
Decree 917

O

Ogilvie Thomas 1811 Saxonay Petty - - -

T

V

U

W

X

Y

Z

5

Vol. 35
p. 12030
Mayors Court

Dated the 1 Dec. 1777

To the Honble the Mayors Court at
Madraspatnam

Gentlemen

I am informed there are Two Vacancies for Attorneys in
your Court I beg leave to offer my self And if it meets with your
Approbation I will Discharge my Trust with Fidelity and Punctually
Execute my Employ to the Utmost of my Ability

I am
Gentlemen
Your Most Obedient
And Most Humble Servant
John Philip Burton

Madras
24th November 1777

Dated 1 Dec 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Vadiah Chitty Administrator of all and singular
the goods Debts Credits and Effects of Tewengadah Chitty Purser
Chitty Madanabala Chitty Late of Madras Deceased by the
Will of Antony de Rozario of Madras Inhabitant Which Mentales

of Fortsaint George Town & Madrispatnam and the Districts thereof personally to be & appear before this Honble Court at a certain time and Place to be by Court prefixed and Appointed then and there to Answer the sayd Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Henry Du Pay
Sol: Compts

Dated the 10th April 1768

I Mootalla do give this my Mortgage Bond to Timmoja da Chitty Moalam Lalum Chitty on an Mogent Occasion Mortgage Unto him My House and Ground situate as Chitty Pillay Pagoda Unto the Bullgodown on the West Side to the House of Godaphumpon and Shave Pannae on the North Side to the House of Godaphumpon and Shave Pannae and Received of him the Sum of 112 Pagodas Current Money and Received of him the Sum of 112 Pagodas Current Money of Eastern Work Sum of I Promise to pay one or before the 10 July next with such Interest as may become after the Date of 12 Months Default of Payment I Empower you to Sell the aforesaid Premises and Satisfy your Debt I do give this by my Consent Witness my Hand Witness Timmoja da Chitty & Mootalla by their Mootalla Drawn by Coolapan

Mootalla

Witness
Tambo Pannae
Timmoja
Coolapan

I Have Translated as near as Can be from the Original Mootalla Language by Desire to Henry Du Pay

Henry Du Pay

Know all People by these Presents that I Andah Chetty of Madras Merchant am bound unto Anthony de Rozario late of Madras Merchant in the Sum of Pagodas Twenty thousand Current Coin of the Coast of Coromandel to be paid to the said Anthony de Rozario his Executors Administrators or Assigns for which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated this 15th day of December in the year of our Lord One thousand seven hundred and seventy seven

Whereas Andah Chetty late of Madras Merchant by his Mortgage Bond bearing date the 15th day of December in the year of our Lord One thousand seven hundred and seventy seven stands bound unto the said Anthony de Rozario in the Sum of Pagodas Ten thousand Current Coin with Interest thereon after the Rate of Pagodas Eight per Cent per Annum payable on or before the 15th day of July then next following as in and by the said Mortgage Bond and the Condition thereof may appear Now the Condition of the above Obligation is such that if the above bounden Andah Chetty his Heirs Executors or Administrators or any of them do and shall well and truly pay or cause to be paid unto the said Anthony de Rozario his Executors Administrators or Assigns the full Sum of Pagodas Ten thousand Current Coin with Interest thereon after the Rate of Pagodas Eight per Cent per Annum on or before the 15th day of July next ensuing the Date hereof without Fraud or Delay Then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of

Andah Chetty

Know all Men by these Presents that I Anthony de Rozario late of Madras Merchant deceased do hereby Nominate Constitute and Appoint Andah Chetty of Madras Merchant my true and lawful Attorney for me and in my Name and on the Behalf of my Executors and Administrators but for the Sole and proper Use and Benefit of the said Anthony de Rozario his Executors Administrators and Assigns to ask require Demand and Receive of the said Mootialoo his Heirs Executors and Administrators the Money due and to become due on the said Mortgage Bond and on non payment thereof to Sue for and Recover the same and on payment thereof to Deliver up the said Mortgage Bond and give sufficient Release Discharges therefore and one or more Attorney or Attornies under him to Constitute and substitute which the said Anthonio de Rozario or his Attorney or Attornies under him shall lawfully do in the Premises the said Andah Chetty doth hereby allow and confirm and the said Andah Chetty doth Covenant with the said Anthony de Rozario that he the said Andah Chetty hath not Released nor will Receive the said Money Due on the said Mortgage Bond or any part thereof neither shall or will Release or Discharge the same or any part thereof but will on and allow of all lawfull Proceedings for Recovery thereof the said Anthonio de Rozario saving the said Andah Chetty harmless and from any Costs that may happen to him thereby In Witness whereof the said Andah Chetty hath hereunto set his hand and Seal in Madras this 15th day of December 1777

Signed Sealed and Delivered in the Presence of

Andah Chetty

Mayors Court at
Madrasapatnam

Tuesday the 15th September
Anno Domini 1778

Present

James Call Esq.r Mayor
George Proctor and Benj.n Roebuck
Aldermen

Between [illegible]

The Defendant being in Court and thoroughly
the Substance of the Complainants Demand this Court
Doth order and Direct that the Defendant Do Pay unto
the Complainant the full and Just Sum of Two Hundred
Pagodas Pag.s 200 - Together with Interest thereon
or Shall Answer the Contrary at the Next Court
also all Costs of this Suit

P Curr

Filed 25th Aug.t 1777

7

To the Honble the Mayors
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator William Hanson of Madras Inhabitant that Annachellum
also of Madras aforesaid Inhabitant stands Indebted unto your Orator
in the full and Just Sum of Thirty Six Pagodas and Eleven Fanams
Current of Madras making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of Fourteen
Pounds Ten Shillings and Two Pence or thereabouts as will more fully &
at large Appear by an Mortgage Bond or Writing Obligatory or the Ma-
dras Language thereunto Annexed the Inspection of this Honble Court
he craves your Orator most Humbly Prays and Prays that they may be
Admitted as part of this her Bill of Complaint the Original of which
said Bond is in your Orators Possession and Ready to be Produced to
this Honble Court if Required And Whereas your Orator hath frequently
and in friendly manner Requested Payment of the said Sum of
Thirty Six Pagodas and Eleven Fanams But now so it is
and may it Please this Honble Court the said Annachellum Ob-
stinately and wilfully Refuses to pay the Same or to give your Orator
any Manner of Satisfaction touching the Premises your orator
aforesaid Relys upon as to this Honble Court Shall Appear Agreable
to Equity and good Conscience To the End therefor that
he the said Annachellum 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 Truely and Effectually
to all Intents & Purposes as if the same were here again Repeated and
Particularly Interrogated and that he may be Decreed to Pay unto
your

10

I do Hereby Translate as nearly as can be taken from the Original Mallabar Language by Soubrayah Sworn Court Interpreter

Dan.l Shaw

Attd Compt.d

Amachellum ..... Dr.

1775
April 8 To the Amount of Yours Mortgage Bond of this date ..... 30 — —

To Interest on ditto from the 31 April 1775 to the 15 August 1777 or 2 years 3 Months and 15 days at 12 p.r Cent p.r Annum ..... 11 31 —

41 31 —

Ditto Creditor

31 By 60 Fanams of Chunam ..... 4 — —

By Interest on D.o from the 31 April to the 15 August or 2 Years 3 Months and 15 days at 12 p.r Cent p.r Annum ..... 1 20 —

5 20 —

Balance due Pagodas 36 11 —

Madras 16 August 1777

Errors Excepted

per William Harrison

Mayor's Court at
Madraspatnam

Tuesday the 13th of January
Anno Domini 1778

Present

James Call Esqr. Mayor
George Proctor & Benj.a Roebuck

Aldermen

Between William Powell
Pastor Inhabitant of the Town of Madraspatnam
Defendant

It Appearing by the Records of this Court
that the said Defendant was served with a Copy
of the Complainants Bill of Complaint on the 2d
day of this Instant January and hath not
Entered any Plea Answer or Demurrer thereto
and the Subpoena issued against him Returnable
Tuesday last 36 Days from the said 2d day
of January Instant is now Returned upon
Oath to be duly Served and the said Defendant
not appearing to answer the said Bill of Complaint
as he ought to have done

It is Ordered that the said Bill of Complaint
be taken pro Confesso against the said Defendant

[illegible]

Dated the 10th November 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
your Orator Cuddy Chitty by his Attorney Anthony d Rozario of Madras
Inhabitant that Soobramony Chitty and Cattama Chitty of the same Place
Merchant Stand Indebted unto your Orator in the full and Just Sum of
Two hundred Pagodas and five fanams Current Money of Madras making
in Sterling Money of Great Britain at the Rate of Eight Shillings for Every
Pagoda the Sum of Forty Pounds and Eleven Pence or thereabouts as will
More fully and at Large appear by an Account Current thereunto Annexed
for the Inspection of this Honble Court which your Orator prays may be
Admitted as part of this his Bill of Complaint and Whereas your Orator
hath frequently and in an amicable Manner Requested payment
from the said Soobramony Chitty and Cattama Chitty of the said
Sum of One hundred Pagodas and five fanams

But now so it is May it Please this Honble Court
the said Soobramony Chitty and Cattama Chitty 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 Pro-
per Relief such as to this Honble Court Shall appear agreeable
to Equity and good Conscience to the End therefore that the said
said Soobramony Chitty and Cattama Chitty may upon their Cor-
poral 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

Know all People to whom these Presents Shall come Greeting

Whereas Soobramony Chetty of Madras Merchant on the Balance of the Account Current bearing date the Thirty first Day of October in this Present Year of Our Lord One thousand Seven hundred and Seventy Seven Stands Indebted unto Cooty Chetty of the Same place Merchant in the Sum of Two hundred Pagodas and five fanams as Now Known

Now Know ye that the said Cooty Chetty for a Valuable Consideration to him in hand paid by Antony de Rozario of Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof he the said Cooty Chetty doth hereby Acknowledge he the said Cooty Chetty hath Assigned and Setover and by these Presents Doth Assign and Setover unto the said Antony de Rozario the said Account Current and the Money or amount Principal and Interest thereupon due and Owing and which may become Due thereon and all his Right and Interest of In and to the Same and every part thereof and the said Cooty Chetty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said Anthony de Rozario his Executor and Administrator his true and lawfull Attorney and Attornies Irrevocable for him and in his name and in the Name and on the behalf of his Executors and Administrator but for the Sole and Proper Use and Benefit of the Said Anthony de Rozario his Executor Administrator and Assigns to Ask Require Demand and Receive of the said Soobramonia Chetty and Caliana Chetty their heirs Executors and administrators the Money due and owing to become Due on the said Account Current and on non payment thereof the Said Antony de Rozario his Executor and Administrators to Sue for & Recover

the

Between Cotty Chitty
by his Attorney Anthonyde Rozario
of Madras Inhabitant Complainant
and Soobramony Chitty and Catiana
Chitty of the same Place Merchant
Defendant

It Appearing by the Records of this Court
that the usual Rules have issued for the Defendants to Answer
the Complainants Bill which they have 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 Sum and Sum of one hundred
Pagodas and five Fanams Pag.s 100 5 - - to gether with
all such Interest as now is or shall hereafter become due
thereon until the same full Payment is made also all Costs
of this Suit

Plus

Dated the 26 August 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly complaining Sheweth unto
this Honble Court your Orators Sundra da Fonseca and John
Maddox of Madras Inhabitants Executors to the last Will
and Testament of Pascall Maddox late of the same Place
Deceased that Cardapah of the said Place Dubash
Stands

Memorandum Entered the Day of the date hereof
and upon different Returns and Exchanges between
Attorney Attorney made Defendant and that same
Anthony de Rozario or his Attorney or Attorneys may have
Shall Execution against the said Cotty Chitty and
allowance of Costs the said Cotty Chitty and
bound Anthony de Rozario that the said Cotty Chitty shall
hath not Entered security to answer the said
Decree the said Bill of Complaint and
Thereupon shall commit Defendant to
Cotty Chitty have left and forthwith Enter
to him thereby Will Witness the said Cotty
both hereunto subscribed and Seal of our Mayors
thirty first Day of October in the Year of Our Lord
and Seven hundred and Seventy Seven

Signed Sealed and Delivered
in Presence of
Mayors Court at
Madraspatnam

Tuesday the 5th day of November
1777 Present

James Call Esquire Mayor
George Proctor and Benjn Roebuck

May it please this Honble Court to Cause the said Cordapah to be Summoned and Required By the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain Time and Place to be by this Honble Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet

Charles Bromley
Sol.r Compt.t

D.r — {P. Simadas Fonseca / P. John Maddox Executors to the Estate of Pascoal Maddox} Cr.

Dmand

1776 Dec.r 1 / 1775 Janry 17		To Cash Advanced you on Account of Bond / To your Note of hand payable in Six Months	24 / 20	.. .. /		1775 Janry 2 / July 17		By House Rent from the 1.st Janry to the 9.th May at 2 9/20 Pagodas pr Month / By Ballance due	17 / 26	8 32 / 33 48
		Pagodas	44	.. ..				Pagodas	44	.. ..

Madras 25 August 1777

Errors Excepted

P. Simadas Fonseca
John Maddox } Executors

Mayors Court Madraspatnam

Present

James Call Esqre Mayor

George Taylor & Benj. Torriano

Aldermen

Between Antonio Gomes

Plt.

and Paulo de Velanova

Deft.

M. Appearing by the Records of this Court that the Court have found for the Defendant and the Complainants Bill which he has Exhibited being dismissing & Order and Decree that the Defendant do recover against the Complainant the full and Just Sum of Twenty three Pagodas and forty Eight Cash Pag 23 48 Cash with all such Interest and Costs as the Defendant is entitled to by Law

Pleas

Filed 2d Sept 1777

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court your Orator Gerâlde Rodrigues of Madras Inhabitant Administrator to the Estate and Effects of Ignatius Gomes late of the same Deceased that Paulo de Velanova of the said Place Mussenaner stands justly and truly indebted unto your Orator in the full and Just Sum of Four hundred and Sixty Nine Pagodas Eight Fanams and thirty two Cash Current Money of Great Britain after the Rate of Eight Shillings Madras reckoning in Sterling Money of for every Pagoda the Sum of One and Eighty Seven Pounds thirteen Shillings being the Ballance of an Account Current arising upon an agreement Bond bearing date the Twenty fifth Day of March in the Present year of our Lord One thousand Seven hundred and Seventy Seven which said Account Current hereunto annexed for the Inspection of this Honble Court and whereby your Orator prays may be Admitted as part of this your Orator Bill of Complaint AND WHEREAS your Orator hath frequently and in an amicable Manner Requested Payment from the said Paulo de Velanova of the said Sum of Four hundred and Sixty Sixty Nine Pagodas Eight Fanams and thirty two Cash

BUT NOTWITHSTANDING and this Plea this Honble Court the said Paulo de Velanova Obstinately and unjustly refuses to pay the same or Answer your Orator any or answer of Satisfaction touching the Premises your Orator therefore prays a general Relief Such as to this Honble Court shall appear agreable to Equity and and Good Conscience to the End therefore that the said Paulo de Velanova may upon his Corporal Oath full true direct and perfect

[illegible]

[illegible]

[illegible]

Dated the 2 Sept 1777

23

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Hon^ble Court Your Orator Sanguni Salvo of Madras Merchant
that Pallavoollu Rama Naiken of Madras Inhabitant stands
Justly and Truely Indebted unto your Orator in the full and Just
Sum of Seventy Star Pagodas Current Money of Madras making in
Sterling Money of Great Britain at the Rate of Eight Shillings for
every Pagoda the Sum of Twenty Eight Pounds and upwards as will
more fully and at large appear by the Translate of a Bond or Obligation
herewith annexed for the Inspection of this Hon^ble Court which your
Orator Prays may be admitted as part of this Your Orators Bill of
Complaint And Whereas your Orator hath frequently
and in an Amicable Manner Requested Payment from the said
Pallavoollu Rama Naiken of the said Sum of Seventy Pagodas

But now so it and may it Please this Hon^ble
Court the said Pallavoollu Ramaiakan 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 Rebef
such as to this Hon^ble Court Shall appear agreeable to Equity and good
Conscience To the End therefore that the said Pallavoollu Ramah
Naiken may upon Oath as full true Direct and Perfect Answer
make to all and Singular the Matters and things herein before set
forth and Alleged as fully Truely and effectually to all Intents
and Purposes as if the same were herein again Repeated and particularly
Interrogated and that he may be Decreed to pay unto your
Orator

Translate of an Obligation Un dirdate the 24th March
1777

I Pallanotta Ramen Naiken do give this Obligation to Cja
Sargiar of Madras Merchant that on my Urgent Occasion have
Borrowed and Recived the Sum of 170 / Seventy Star Pagodas Curren
Money of Madras which Sum I Promise to pay within Two Months
with such Interest as may become due thereon at the Rate of 12
Pr Cent / In Witness Whereof Subiah Pulley Callin Comrapah
Chitty Drawn by Appoo

/Signed/

Pallanotty Ramen Naiken

A true Translate as nearer as Can be from the Original
Malabar Language by Dany Naick Sworn Interpreter

Charles Bromley
Att Kempt

Mayors Coursat
Madraspatanam

Tuesday the 13 day of Jany
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Benj Roebuck
Aldermen

Custer has prayed leave to file an Obligation Executed by Pallanotta Ramen Naiken dated the 24th March last Interest as may accrue which is ordered accordingly

Charles Bromley
Att Kempt

Whereupon Ordered that a Capias Issue against the Body of the said Pallanotta Ramen Naiken returnable forthwith and Indorsed to Bail for the Sum of 340 Pagodas and Interest as aforesaid

Charles Bromley
Att Kempt

8th Sept 1777
This Bill was drawn between the Day of Adjournment and the Court Sitting by the Justices of this Bill and that he had Leave to Inform the Defendant ingoing Out of the Jurisdiction of this Court the Summons from Witnesses Commonly and Warrant of Arrest

Andrew Maconochie
Mayor

Between ... Complainant and Defendant

Motion ... Complainant ... Defendant ... Court ... Pagodas ... Interest ... Costs ... Suit

Filed 16 Sept 1773

To the Honble the Mayor Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Marchant Stone Cutter and Mason that your Orator in the full and Just Sum of Seventy four Pagodas Twenty two Fanams Current Money of Great Britain after the Rate of Forty Pagodas the Sum of One Hundred

Shillings and upwards being the Principal Amount of a Promissary Note of Hand bearing date the Twenty Fourth day of July in the present Year of Lord One Thousand Seven Hundred and Seventy Seven a Copy whereof is hereunto Annexed for the Inspection of this Honble Court and whereby your Orators prayer may be Admitted as part of this your Orator Bill of Compliant And Whereas your Orator have frequently and in an amiable Manner Requested payment from the said Abraham Angell of the said Sum of Seventy four Pagodas & Twenty Two fanams

But now so it is May it please this Honble Court the said Abraham Angell Obstinately and wilfully Refuses to pay the same or Inguse your Orator any Manner of Satisfaction touching the Premises your Orator therefore Pay a General Relief Such as to this Honble Court Shall appear Agreeable to Equity and good Conscience

To the End therefore that the said Abraham Angell may upon his Corporal Oath a full true direct and perfect Answer make to all and Singular the Matter and things herein before set forth and Said Alleged As fully truly and Effectually to all Intents and purposes as if the same were here Again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Seventy four Pagodas and Twenty two fanams together with all Such Interest as now due or Shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause Abraham Angell to be Summoned and Inquired by the Sheriff of Fort St George Town of Madraspatnam and his Deputies personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prescribed

and

and Appointed to Receive and Decide thereon that your Petitioner's
Complaint and Petition Merits Relief and should be and Ordered
Decreed and Adjudged by this Honble Court Accordingly

Charles Brownly
Attorney for Pt

Received Reading before the Mayor and Court the Complaint
and Petition and thereupon Ordered Summons
Issue Returnable
this 24th July 1777

Abraham Angell

A true Copy

Charles Brownly
Attorney for Pt

Mayors Court at Tuesday the 13th of May
Madraspatnam Anno Domini 1777

Present
James Call Esquire Mayor
George Proctor and Benj: Roebuck
Aldermen

Between Andiappah and
Cullapah of Madras Merchants
Complainants and Abraham Angell
of the Same Place Merchant
Defendant

It Appearing by the Records of this Court that
the Usual Rules have been found for the Defendant Answer the Complainants
Bill which he have 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 Just Sum of Twenty four Pagodas and Twenty Two fanams
Pag.s 24. 22 / together with all Such Interest as now is or shall
hereafter become due thereon untill full Payment be made also all Costs
of this Suite

By Court

Fort the 18th April 1777

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Sannoo Colum Mootiah Moodelliar by his
Attorney John Maddox of Madras Inhabitant That Chambarampauken
Yavalapah of the Same Place Merchant Standeth justly and Truely
Indebted to your Orator in the full and Just Sum of One Hundred
and Twenty Eight Pagodas Current Money of Madras making
in Sterling Money of Great Britain after the Rate of Eight Shilling
for every Pagoda the Sum of fifty one Pounds Eleven Shillings

and

Court to cause the said Chamboapaukam to be Summoned and
Injoined by the Sheriff of Fort Saint George Town of Madraspatnam
and the Defendants thereof personally 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.

16th April 1777 —
This Bill was Shewn to me
Between the Days of Adjournment
Let a Summons issue
Andrew Anjendie
Mayor

Charles Bromley
Atty Genll

Sr. Chamboapaukam Mootiah on Account Commonwealth } 6r
Tanneer Coloom Mootiah Moodelliar

1771				1777			
Sept.	30	To Cash lent your Orator on Bond —	75 — —	April	7	By Balance due —	138 39 —
		To Interest on Ditto from the 10 April 1773 to 7 April 1777 viz. 3 Yrs 27 Days 12 Pr Ct	63 39 —				
		Pagodas	138 39 —			Pagodas	138 39 —

Madras 7 April 1777
Errors Excepted
Nf 1225 00

W 35

the Seventh day of the present Month of April in the Present Year of Our Lord One thousand Seven hundred and Seventy Seven arising upon a Bond or Writing Obligatory in the Malabar Language bearing date the Tenth Day of April which was in the year of Our Lord One thousand Seven hundred and Seventy One for the Principal Sum of Seventy five Star Pagodas and Interest Stands Indebted unto Tonnur Colam Mootiah Moodeliar of Madras Inhabitant in the Sum of One hundred and Seventy Eight Pagodas and Thirty nine fanams being the Amount Principal and Interest of the said Bond or Writing Obligatory Now Knows that the said Tonnur Colam Mootiah Moodeliar for valuable Consideration to him in and paid by John Maddox of the same place Inhabitant at or before the Sealing and Delivery hereof the Receipt whereof he the said Tonnur Colam Mootiah Moodeliar doth hereby Acknowledge he the said Tonnur Colam Mootiah Moodeliar Hath Assigned Transferred and Set over and by these Presents doth Assign Transfer and Set over the said John Maddox the said Bond or Writing Obligatory and the said Account Current and the Money or Amount Principal of the said Bond or Writing Obligatory and the Interest thereupon now due and Owing or which may at any time hereafter become due thereon and all his Right Title and Interest of In and to the same and every part thereof And the said Tonnur Colam Mootiah Moodeliar for the Consideration aforesaid Hath made Constituted And Appointed and by these Presents Doth make Constitute and Appoint the said John Maddox his Executors Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his Name and the Name or Names of his Executors or Administrators but for the sole and proper Use and Benefit of the said John Maddox his Executors Administrators or Assigns to Ask Require Demand and Receive of

Mayors Court at
Madraspatnam

Tuesday the 13th day of January
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Benj.n Roebuck
Esquires Aldermen

Between Sammier Colam Moodiah
Moodeliar by his Attorney John
Maddox of Madras Inhabitant
Complainant and Chamberlain paukum
Venkatachel Merchant late Slaver Merchant
Defendant

It Appearing by the Records of this Court
that the Usual 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 Complaint the full and
Just Sum of one Hundred and Twenty Eight Pagodas of Pags
128.0.0 Together with all Such Interest as now is or Shall
hereafter become due thereon Until full payment is made also
all Costs of this Suit

Hue

The Matters and things herein before set forth And Alleged as fully truly And Effectualy 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 Pags together with all Such Interest as may become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Said Diddu Venkata Sawmy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Precincts thereof Personally to be And Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer the Premises 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

Henry Du Pre
Att Mans

Know all Men by these Presents that I Diddu Venkatah Sawmy of Madras am held and firmly bound unto Alexander Brodie of Fort Saint George Esqr in the penal Sum of Eight thousand Star Pagods Current Money of Madras to the Payment whereof Well and Truly to be made to the Said Alexander Brodie his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors Administrators and Assigns

Building of the said Messuages and Grounds to the said Alexander Brodie

Now the Condition of this Obligation is such that if the above bound Diddia Vencata Sauvay his Heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be paid unto the said Alexander Brodie his Heirs Executors Administrators or Assigns the full and Just Sum of Four Thousand Star Pagoda's together with all 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

Sealed and Delivered the same Stamped
in the Presence of

Diddia Vencata Sauvay L.S.

Chesta Venkiah and
Sugny Ramandoo

A true Copy
W. Du Pre
Att. Compt.

Mayors Court at
Madraspatanam

Tuesday the 27 day of January
Anno Domini 1778

Present
James Call Esqure Mayor
George Baylor and Benj.n Roebuck
Aldermen

Between Alexander Brodie of
Fort Saint George Merchant Complainant
and Diddia Vencata Sauvay of Madras
Inhabitant Defendant

The Defendant by his Attp. Mr. Daniel Shaw being in Court
and Acknowledging the Justness of the Complainants Demand the
Court doth thereupon think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant Shall pay unto the Complainant
the full and Just Sum of Four Thousand Pagodas Pags 4000 — to
gether with all such Interest as now is or Shall hereafter become due
thereon with full Payment to be made also all Costs of this Suit.

Hun

Filed the 2d February 1778

To the Honble the Mayor
Court of Judicature

Humbly Complaining Sheweth unto the
Court your Orator John Sykes Esqr Deputy Paymaster
and Agent for Prisoners of War belonging to the Ports
Davy of Madras Merchant Thomas Sandilands and Cassevram
hereinafter named Defendants as follows That
Said Cassevram Surredoll Davy Appellant Jointly and
Said Thomas Sandilands Separately and for Their
of Madras Mahomedan Merchants Bonds
at the Rate of Eight Shillings per Hundred
Hundred and Eighty
to your Orator

Bill now sett forth Sayd Thomas Sandilands
the said Defendants Cassevram Surredoll Appellant
Orators said Bill of Complaint
Answer unto the same or some part thereof

20 15

Therefore Prays Generall Relief and such As to this Honble Court shall appear
Agreable to Equity and Good Conscience to the End therefore that the said
Tumalarayah Appajeroyer and Cassevram Surredoll Davy May upon their
Sacred And Respective Corporal Oaths full true Direct and perfect
Answer make to all and Singular the Matters and things herein
before set forth And Alleged As fully truely And Effectualy to all
Intents and purposes as if the Same were here Again Repeated and Par-
ticularly Interrogated And that they may be Decreed to pay unto
your Orator the aforesaid Sum of Two thousand & two Hundred Pags
with all Such Interest as now is shall hereafter become due thereon
Also all Costs of this Suit

May it Please this Honble Court to Cause the said
Tumalarayah Appajeroyer And Cassevram Surredoll Davy to be
Summoned and Enjoined by the Sheriff of Fort Saint George Town
of Madraspatnam And the Districts thereof personally to be and
Appear before this Honble Court at a Certain time and Place to
be by this Honble Court prefixed And Appointed then And there to
Answer this your Orators Bill of Complaint and further to Stand
to and abide by Such Order And Decree therein as to this Honble
Court Shall Seem Meet

John Sykes
Pltf Compt

30th January 1778
This Bill Was Shewn to me in the Days of
Adjournment Let a Summons issue thereon
returnable Next Court Day

James Call
Mayor

42

Mayors Court at
Madraspatnam

Thursday the 2nd day of July
Anno Domini 1772

Present

James Call Esquire Mayor
George Proctor and Cotton Bourchier
Esqrs

Aldermen

Between Mr. Roger Gy
Merchant Inhabitant Complt
and Lieutenant Governor and Co
of Fort Saint George Inhabitants and
Lieutenant Deputy of Bengal
Merchant Defendants

The Defendants Common Counsel attending this Day being
Court and Acknowledging the Justness of the Complainants Demand
this Court doth therefore think fit to Order and Direct and
dingly Ordered and Direct that the Defendant Company Lieut
Deny to pay unto the Complainant the full and Just Sum of
Thousand and Two Hundred Pagodas Current Money of
with all Such Interest Commission or Charges as
thereon until Such Payment is made and all Costs of this
Suit

Vide

42

Mayors Court at
Madraspatnam

Thursday the 2nd day of July
Anno Domini 1772

Present

James Call Esquire Mayor
George Proctor and Cotton Bourchier
Esqrs

Aldermen

Between Mr. Roger Gyles Merchant Inhabitant Complt
and Lieutenant Governor and Council
of Fort Saint George Inhabitants and
Lieutenant Deputy of Bengal
Merchant Defendants

The Defendants Common Counsel attending this Day being Thursday the 2nd day of July Instant
Court and Acknowledging the Justness of the Complainants Demand
this Court doth therefore think fit to Order and Direct and
dingly Ordered and Direct that the Defendant Company Lieut
Deny to pay unto the Complainant the full and Just Sum of
Thousand and Two Hundred Pagodas Current Money of
with all Such Interest Commission or Charges as
thereon until Such Payment is made and all Costs of this
Suit

Vide

43

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator James Taylor of Fort Saint George Merchant That
Diddy Auchariee of Madras Inhabitant Stands Indebted to your
Orator in the full and Just Sum of Two Thousand Four hundred
and Twenty Two Pagodas Current Money of Madras Making in
Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of Nine hundred and Seventy
Pounds being principal of a Bond or Obligation bearing date the
first day of December in the Year of Our Lord One thousand
Seven Hundred and Seventy Seven Payable on Demand with In-
terest at the Rate of Twelve p Cent p Annum under the Hand
and Seal of the said Diddy Auchariee granted Unto your Orator
which Said Bond or Obligation is now in your Orators Possession
and Ready to be produced unto this Honble Court when Required
And Whereas your Orator hath frequantly and in a Mildle
Manner Requested Payment from the Said Diddy Auchariee
of the Said Sum of Two Thousand Four hundred and Twenty four
Pagodas

But now so it is May it please this Honble
Court the Said Diddy Auchariee Obstinately and wilfully Refuse
to pay the Same or Inquire Your Orator any manner of Satisfaction
Touching the Premises your Orator therefore prays against the Said
Defendant to this Honble Court Shall Appear Agreeable to Equity and
Conscience To the End therefore that the Said Diddy Auchariee

Between James Taylor of Fort
Saint George Merchant Complainant
and Peddy Pucharloo of Madras
Inhabitant Defendant

The Defendant by his Attorney Mr John Sykes having
in Court acknowledging the Justness of the Complainants
Demand this Court doth therefore think fit to Order and Decree
that the Defendant shall pay unto the Complainant the Sum &
Just Sum of Two Thousand four hundred and Twenty five Pag.
Pag.s 2425 ... of together with all Such Interest as now is
or shall hereafter become Due thereon until full Payment
is made & all Costs of this Suit

Sd/ Chas Boone

Dated the 6th Oct 1777

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator John Philip Jabarious one of English Missionary
at Cuppery that Lamoo Saick of Madras Inhabitant Stands Indebted
unto Your Orator in the full and Just Sum of Sixty Pagodas Current
Money of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum of Eight
Pounds or thereabouts being the Amount Principal of a Bond or Obliga-
tion Bond given and granted unto Your Orator by the Said Lamoo
Saick dated the Twenty Sixth day of November whereby he was

Mayors Court at
Madraspatnam

Sunday the 3d day of March
Anno Domini 1778

Present
James Call Esquire Mayor
George Proctor & Collon Braithwaite
Duns

This Bill was Sworn to
Before the Day of Appearance
Like Summons Issue

Charles Boone
Attorney

3 Jany 1778

Oct 1777

This Bill was shown to me
Between the days of Appointment
for Summons upon whereon
I returned to the Court today

Andrew Majendie
Mayor

Henry Du Pre
Att Forsh

Dated the 29th November 1776

Know Ye Ramoo Nauck Son of Sayendamah Naicken Inhabitant
East of Madras Do give this Obligation Bond to John Philip
Johnson English Missionary at Chepauk in the Said
Have Borrowed and Received of you the Sum of Sixty Pagodas
Currant Money of Madras which Sum I Promise to pay you on or
before the 30 Jany 1777 with Such Interest as may become due
thereon after the Rate of 12 Per Cent Per Annum In Witness
Consent Whereof I have also Signed Moodelliar and Pillapah
Moodelliar by their knowledge Drawn by Chittum Pauck son Coni
of the Same

Witness Signed
Innamoocarasoo
&
Pillapah

Signed
Ramoo Nauck

I Sow Translation as near as can be from the Original
Malabar Language by Soobrayloo Sworn Interpreter

Henry Du Pre

Filed 16th Dec 1777

To the Hon'ble the Mayors Court at Madraspatanam

Humbly Complaineing Sheweth Unto this Hon'ble Court Your Orators Pauperum and Vinah Chetty by their Attorney Ramloong de Rogone of Madras Inhabitant that Chinayen of the same Place Inhabitant that Chinayen of the same Place Inhabitant Stands Indebted unto your Orator in the full and Just Sum of Two hundred and thirty three Pagodas and Ten fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Ninety three Pounds and Six Shillings Or thereabouts for that Whereas one Logean Deceased the Father of the said Chinayen died on the [illegible] day of Sang which was in the Year of Our Lord One thousand Seven Hundred and Sixty Nine gave and Granted unto Your Orator a Certain Bond or Writing a Obligatory for the Sum of One hundred and thirty Pagodas therein by him the said Logian Acknowledge to be due and owing with a Promise and Condition to pay the Same on demand from the date thereof with Interest at the Rate of three p Cent p Annum as will more fully and at Large Appear by Translation of the said Bond and also by an acct Current thereunto Annexed for the Inspection of this Hon'ble Court both which Your Orators prays may be Admitted as part of this Bill of Complaint and your Orators further Sheweth that the said Chinayen did upon the Decease of the said Logian take Possession of all the Late Boatkeat and Personal effects Belonging to the said Logian this Life time and hath frequently

the said Chinnayan to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts Thereof Personally to be and appear before this Honble Court a Certain time and Place to be by this Honble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such order and Decree therein as to this Honble Court shall Seem Meet

Henary Du Pre
Att.y Complt

8 Dec.r 1777

This Bill was Sworn to Me Between the Day of Mayoralty the Complainants Atty having made Oath to the Truth of the Allegations and that He Verily believes the Defendt will Depart from the Jurisdiction of this Corporation bearing the Bill against them let a Summons thereon Issue forthwith immediately and Warrant of Arrest Ejsue

Andrew Majendie
Mayor

(52)

(53)

25th January 1769

I Logan Son of Nunty of Madras Weaver Settler do give this Obligation Bond to Pauliah son of Nyty Gnanamputtoo and Nanah Chitty of the Place on an Urgent Occasion Have Borrowed and Received of them the full and Just Sum of 130 Pag.s One hundred and thirty Pagodas Current Money of Madras Which Sum I Promise to pay one Demand with Interest at the Rate of 9 P Cent P Annum I do give this by my Consent Witnesses Pachy Comarapah Chitty and Chamiah Venata Ramiah Chitty by their Knowledge Drawn by Caddiar

Witnesses
Pachy Comarapah
Venatah Ramanjulee

Logian

A True Translation as Near as Can be from the Original Malabar Language by Seshiayloo Sworn Interpreter

Henery Du Bey
Wm Hemphill

Know all People to whome these Presents Shall Come Greeting Whereas Logan Demand and in by one Bond or Obligation bearing date the Twenty fifth day of January which is in the Year of Our Lord One thousand Seven hundred and Sixty Nine become bound unto Pauliah and Nanah Chitty in the Sum of One hundred and thirty Pagodas Pagodas

of his Executors and Administrators but for the and proper Use proper Use
and Benefit of the Said Anthony de Rozario his Executors Administrators
and Assigns to ask Require Demand and Receive of the Said Ninayon
his Said Executors and Administrators the Money due and to become
due on the Said Bond or obligation and on non payment thereof
he the said Anthony de Rozario his Said Executor and Administrators
to Sue for and Levy the Same and on Payment thereof to deliver
up the Said Bond or obligation and give Sufficient Releases
and Discharges therefore one or more Attorney or Attorneys under
him to Constitute and substitute the Said Anthony de Rozario
or his Attorney or Attorneys under him Shall Lawfully do in the
Premises the said Pauprah and Ninah Chitty do hereby allow and
affirm and the Said Pauprah and Ninah Chitty do Covenant with
the said Anthony de Rozario that they ye said Pauprah and
Ninah Chitty have not Levied nor will Receive the Said Money
Due or to become due on the Said Bond or Obligation or any part
thereof neither shall or will Release or Discharge the Same or any
part thereof but will own and allow of all Lawfull Proceedings
for Recovery thereof the said Anthony de Rozario Saving the said
Pauprah and Ninah Chitty harmless of and from any Costs
that may happen to him thereby In Witness whereof the said
Pauprah and Ninah Chitty have hereunto Set my hand and
Seal in Madras this 29 day of November in the present
Year of our Lord 1777

Signed Sealed and Delivered
in the Presence of

Mayors Court at
Madraspatnam

Tuesday the Sixth Day
June Term
Present
James Call Esquire Mayor
George Taylor and Collen Roach
Esqrs
Aldermen

Pullaven Reddee
Chitty of Pulicat Weaver
Complainant

Nallapah Moodelliar
Inhabitant Defendant

It Appearing by the Records of this
Court that the Defendant has been
Duly Served with Process to Appear
this Day to Answer the Complaint
of the Complainant and he not
Appearing Ordered that the Bill
be taken pro Confesso and Decree
that the Defendant do pay unto
the Complainant the Sum of One
hundred and Eighty four Pagodas
and Forty Fanams Current Money
of Madras Making in Sterling Money
Two hundred Pounds with Interest
thereon at Eight per Cent from May
1773 to the Day of Payment and
Costs of Suit

Filed the 3 June 1776

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court your Orator Tsaga Thayah Moodelly by his Attty Leopoldo de
Mayda of Madras Inhabitant that Nallapah Moodelliar of the
same place Inhabitant Stands Indebted Unto your Orator in the full
and Just Sum of One hundred and Eighty four Pagodas and forty
fanams Current Money of Madras Making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every
Pagoda the Sum of Seventy four Pounds or thereabouts as more
fully and at Large Appear by an Account Current and also by Copy
of the Translation of a Mortgage Bond given and granted unto your
Orator by the said Nallapah Moodelliar on the Tenth day of July in this
Present Year of Our Lord One Thousand Seven hundred and Seventy
Seven hereunto Annexed for the Inspection this Honble Court
both 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 Eighty
four Pagodas and Forty fanams from the said Nallapah Moodelliar

But now so it is May it Please this Honble Court
the said Nallapah Moodelliar Obstinately and Wilfully Refuses to pay
the same or to give your Orator Satisfaction 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 Nallapah
Moodelliar may upon his Corporal Oath (all and

(63)

(64)

(65)

Dated 26th July 1827

68

Toall People to whom this Presents Shall Come Greeting

Whereas Nellapah Moodelliar in and by one Mortgage Bond bearing date the Tenth day of July in the Present year of Our Lord One thousand Seven hundred and Twenty Seven became Bound unto Tsaga Rayah Moodelly of Madras Inhabitant in the Sum of One hundred and Thirty four Pagodas and Twenty One fanams Payable on or before the Tenth day of Sept^r in the aforesaid Year with Interest at the Rate of 13 ℔ Cent ℔ Annum as the said Mortgage Bond and Condition thereof may appear and Whereas there is now due upon the said Mortgage Bond the Sum One hundred and Eighty four Pagodas and Forty four fanams the Principal and Interest of and upon the said Mortgage Bond Now Know ye that the said Tsaga Rayah Moodelly for a Valuable Consideration to him in hand paid By Leopold de Hayde of Madras Inhabitant at or before the Sealing and Delivery of these presents the Receipt whereof he the said Tsaga Rayah Moodelly Doth hereby Acknowledge he the said Tsaga Rayah Moodelly hath Assigned and Setover and by this present Doth Assign and Setover unto the said Leopold De Hayde the said Mortgage Bond and the Money thereby secured 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 Tsaga Rayah Moodelly for the Consideration aforesaid hath made Constituted and Appointed and by these presents Doth make Constitute and Appoint the said Leopold de Hayde his Executors

38

63

Mayor's Court at
Madraspatnam

Tuesday the 3 day of February
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Cotton Bourchier Dent
Aldermen

Between Isagah Rugah
Mudaliar Inhabitant of Madras
Dr Hayeda of Madras Inhabitant Complainant and Kalla
pah Moodelliar of the same place
Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand this Court doth therefore think fit to order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and Just Sum of one hundred and Eighty four Pagodas and forty Fanams / Pag.s 184 40 / together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Filed Dec 2nd 1772

Andrew Jackman

Humble Complainant

To the Honble Court of Your Excellency Nizam ul Mulk Madras Merchant Pltf
Pembelee Pullayah of Madras Merchant Defendt
Humbly Complaining Sheweth unto this Honble Court that by Your Orders of the 5th and 2nd Instant Sixty One Pagodas Thirty Seven Fanams and Eight Cash Current Money of Madras Madras Money was Taxed Costs of Suit in favour of Your Complainant against the Defendt Pembelee Pullayah Which Taxation Your Complainant hath Caused to be Served on the Defendt and Demanded Payment of the Same but the Defendt hath Refused to Pay the Same Your Complainant therefore Prays that Your Honble Court will be Pleased to Order the Defendt to Pay the Same with Interest thereon from the Time of Taxation thereof and Your Complainant Shall Pray &c

John Lyke
Attorney for the Complainant

30th October 1772 Pembelee Pullayah of Madras Merchant Defendt
Allegeth in his Answer Signed by Mr Hall Attorney for the Defendt Dated the 26th Instant that he is not Indebted to the Complainant in the Sum of Sixty One Pagodas Thirty Seven Fanams and Eight Cash Current Money of Madras Madras Money as Taxed Costs of Suit in favour of the Complainant against the Defendt by Virtue of Your Orders of the 5th and 2nd Instant but that he hath Frequently Offered to Pay the Same to the Complainant and that the Complainant hath Refused to Receive the Same Wherefore the Defendt Prays that the Complainant may be Ordered to Pay the Defendt his Costs of Suit

Pembelee Pullayah

Pembelee Pullayah of Madras Merchant Defendt
Humbly Complaining Sheweth unto this Honble Court that by Your Orders of the 5th and 2nd Instant Sixty One Pagodas Thirty Seven Fanams and Eight Cash Current Money of Madras Madras Money was Taxed Costs of Suit in favour of Andrew Jackman Merchant Complainant against the Defendt Pembelee Pullayah Which Taxation Your Complainant hath Caused to be Served on the Defendt and Demanded Payment of the Same but the Defendt hath Refused to Pay the Same Your Complainant therefore Prays that Your Honble Court will be Pleased to Order the Defendt to Pay the Same with Interest thereon from the Time of Taxation thereof and Your Complainant Shall Pray &c

John Lyke
Attorney for the Complainant

30th October 1772 Pembelee Pullayah of Madras Merchant Defendt
Allegeth in his Answer Signed by Mr Hall Attorney for the Defendt Dated the 26th Instant that he is not Indebted to the Complainant in the Sum of Sixty One Pagodas Thirty Seven Fanams and Eight Cash Current Money of Madras Madras Money as Taxed Costs of Suit in favour of the Complainant against the Defendt by Virtue of Your Orders of the 5th and 2nd Instant but that he hath Frequently Offered to Pay the Same to the Complainant and that the Complainant hath Refused to Receive the Same Wherefore the Defendt Prays that the Complainant may be Ordered to Pay the Defendt his Costs of Suit

Summons

To the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof
Whereas Pembelee Pullayah of Madras Merchant hath Complained to this Honble Court against Andrew Jackman Merchant for the Sum of Sixty One Pagodas Thirty Seven Fanams and Eight Cash Current Money of Madras Madras Money Taxed Costs of Suit in favour of the Said Andrew Jackman as by Your Orders of the 5th and 2nd Instant Reference being thereunto had may Appear and Whereas the Said Andrew Jackman hath Prayed that Process of Subpoena may Issue out of this Honble Court against the Said Pembelee Pullayah Commanding him to Appear and Answer the Premises and to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

These are therefore in the Name of His Highness Nizam ul Mulk Asoph Jah Bahadur Nazim of the Dekkan to Command You to Summon the Said Pembelee Pullayah to Appear before this Honble Court on the Expiration of Twenty Days from the Date hereof to Answer the Premises and to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Witness Thomas Hall Esqr Chief Judge and Justice of the Said Court at Fort Saint George aforesaid this 30th Day of October in the Year of Our Lord 1772 and in the Twelfth Year of the Reign of His Said Majesty

Thomas Hall

Andrew Jackman Merchant Complainant
Pembelee Pullayah Merchant Defendt

Subpoena

To the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof
Whereas Andrew Jackman of Madras Merchant hath Complained to this Honble Court against Pembelee Pullayah of Madras Merchant for the Sum of Sixty One Pagodas Thirty Seven Fanams and Eight Cash Current Money of Madras Madras Money Taxed Costs of Suit in favour of the Said Andrew Jackman as by Your Orders of the 5th and 2nd Instant Reference being thereunto had may Appear and Whereas the Said Andrew Jackman hath Prayed that Process of Subpoena may Issue out of this Honble Court against the Said Pembelee Pullayah Commanding him to Appear and Answer the Premises and to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

These are therefore in the Name of His Highness Nizam ul Mulk Asoph Jah Bahadur Nazim of the Dekkan to Command You to Summon the Said Pembelee Pullayah to Appear before this Honble Court on the Expiration of Twenty Days from the Date hereof to Answer the Premises and to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Witness Thomas Hall Esqr Chief Judge and Justice of the Said Court at Fort Saint George aforesaid this 30th Day of October in the Year of Our Lord 1772 and in the Twelfth Year of the Reign of His Said Majesty

Thomas Hall

Andrew Jackman Merchant Complainant
Pembelee Pullayah Merchant Defendt

Dr. — Lumsdale Tullagah and Bonmahon with Mr. Gregorio Miguel — Cr.

	To Contract for 280 Cords of Red Wood at	1190		1773 July	2	By Cash Received from Captain Mark Dalache	350
	4/6 Per Cord				16	By Do	200
	To Quality for one full Year Contract	238			22	By Do	255.27.6
	at 20 P Cent					By Do from Journal	31.4
		1428					1836.36
1772 March 1	To Contract and Bills from 1st March 1772			Aug 31		By Interest on the following Sums to this day	
	to this 31st August 1773 is 6 Months @	57.4.2				3 P Cent P Annum	
	3 P Cent P Annum					On £300 from 2 July at 2 M	3.22.6
						200 16 D	1.15.2
						285 22 D	1.4.2.16.4
							14.40
							1822.3.40
						By Ballance Due	671.21.65
	Pagodas	1485.4.23				Pagodas	1485.4.23

Fort St George 31st August 1773
Errors Excepted
P Gregorio Miguel

19

(68

Filed 2nd Dec 1873

40

(69

Law And Saith that he was always willing and had the said Quantity
of Red Wood Ready to deliver unto the Complainant in pursuance of the
said Contract and did frequently and at Sundry times offer to deliver the
said Red Wood unto the Complainant but the Complainant as often Neglected
and refused the Defendant That it was Mentioned and Agreed that the Defendant
to keep Lumbers Barks Shall and Ought should answer Ready to
Receive the said Red Wood on Board because the Complainant said
he had no place to put the same after the Defendant should have
delivered the Red Wood to him wherefore the Defendant answers
that at the Time of the said Space of Four Months Allowed for the delivery thereof
Yet the Red Wood was Ready to be delivered and the Defendant
Did frequently during the said Space of Four Months after the Date of
the said Contract offer to perform and fulfill the said Contract by the
Delivery of the said Red Wood unto the Complainant and Requested
to Receive the Defendant is of Opinion that the Non performance of
the said Contract does rest with the Complainant on Account of his
having refused to Receive the said Red Wood when Ready and offered to
be delivered unto him by the Defendant as aforesaid and not with the
Defendant And the Defendant Saith the said Charge of Two hundred
and Sixty eight Pounds for the Penalty on Account of the Non performance
of the said Contract Alledged by the Complainant is Very unjust
and unreasonable and that the Defendant Ought to be under a further
hardship from the said Charge of the Penalty on the aforesaid Contract
for the Non Account of the non performance thereof because the Defendant has
delivered or become liable from any breach of the said Contract to
the Contrary having been always and still being Ready
to perform and Complete the same According to the true intent of the
Agreement Admits to have been by the Complainant by his
Servants Offered to the said Red Wood when offered to be delivered
by the Defendant and Saith that if such unjust Causes were Admitted
for sufficient Reasons to prove a breach of Agreement on the part of the
Contractor

(68

Filed 2nd Dec 1773

40

(69

Town And Lastly that he was always willing and had the said Quantity
of Red Wood Ready to deliver unto the Complainant in pursuance of the
said Contract and did frequently and at sundry times offer to deliver the
said Red Wood unto the Complainant but the Complainant as often Neglected
and Refused the Defendant That it was Mutually Agreed between the Defendant
& Respondent Thomas Bankhead and the Complainant that the Defendant
should receive Ready to
Receive the said Red Wood on Board because the Complainant said
he had no place to put the same after the Defendant should have
delivered the Red Wood to him and therefore the Defendant concieves
that at the Time aforesaid Space of Four Months Was Allowed for the delivery thereof
Unto the Red Wood was Ready to be delivered and on the Defendant
Not frequently during the aforesaid Space of Four Months after the date of
the said Contract offering to perform and fulfill the said Contract by the
Delivery of the said Red Wood unto the Complainant as had Effected
to Receive the Defendants Opinion was that the Money for performance of
the said Contract Does Rest with the Complainant on Account of his
having Refused to Receive the said Red Wood when Ready and offered to
be Delivered unto him by the Defendant as aforesaid and not with the
Defendant And the Defendant Saith the Sum of Two hundred
and Twenty eight Pounds for the Penalty and Amount of the Money for
performance of the said Contract Alledged by the Complainant to be Money unpaid
and Remaining Due and that the Defendant does labor under a Particular
Hardship from the Charge of the Penalty on the aforesaid Contract
for that no Account of the Money due thereof because the Defendant has
not Committed or Is Liable from any Breach of the said Contract to
the Complainant having been Always and Still being Ready
to perform and Compleat the same According to the true Intent of the
said Contract and Not the Complainant by the Complainant by his
Refusal to Receive the said Red Wood when offered to be Delivered
has Refused to Perform the said Contract on his part and Saith that
he Defendant has Sustained Great Damages and Loss by the Complainants
Refusal to Receive the said Red Wood when offered to be Delivered
and Not the Defendant as the Complainant Charges and Alledges
Which Refusal of the Complainant to Receive the said Red Wood when
offered to be Delivered Was a Breach of Agreement on the part of the
said Contract Becomes to prove a Breach of Agreement on the part of the

Contractor

and twenty four Pounds of lawful Money of Great Britain in the said Contract
Mentioned to be paid to the said Complainant being subject to some Conditions and Agreements
Defendant Saith that in pursuance and Conformity with the said Articles
of Agreement the said Complainant did Deliver to this Defendant the said Red Wood
the Quantity of Staves therein Mentioned and Charged by the Defendant in his Account
Current aforesaid and would and is Ready to Deliver the remaining
Quantity of the Complainant would however in the mean while beg leave to
the same when this Defendant of the said Complainant to be duly and great
Detriment and Injury to this Defendant for this Defendant Further
Saith that since the twenty fifth day of April in the Year of
Our Lord this Defendant was Committed under the Custody of
this Honble Court upon the Incapacity of One Montgomery Lewinda
for which he had Security Paid to Satisfy a Decree of this Honble
Court in favour of Edward Saunders, in which was the Cause of Appearance
now in the said Complainant for the aforesaid Sum he had Advanced
to this Defendant, Therefore Demanded of this Defendant the said
Red Wood in this Defendants Possession and out of which he
made Supply the aforesaid Quantity and Security for the Delivery
thereof with the which said Demand this Defendant did Comply by
Delivering the Complainant the Possession of the said Red Wood being
in all about the Quantity of three hundred and Twenty Tons &c.
as by the Instrument Marked and to the Complainants said Bill
of Complaint more Appears And the Twenty fifth day of April
in the present Year of Our Lord and whereas this Defendant
further Saith that after the Delivery of the said Red
Wood According to the Terms Contained and the Consideration whereof
he did Allow the aforesaid Quantity of One Hundred and Eighty
Eight Tuns One half and Three Pounds as Mentioned in the said
to be Delivered as aforesaid and would have Delivered what
remained of the Complainant had been in his Power but this Defendant
Further Saith that since the Exhibiting of the Complainants

hereunto annexed Charged the Complainant with the like Quantity of One hundred and eighty eight Candies and one half and three Pounds delivered as aforesaid in Pursuance of the said Contract and has likewise Charged the Complainant with the like Quantity of One hundred and thirty One Candies three Maunds and twenty four Pounds being the Remainder of the three hundred and Twenty Candies delivered the Complainant as a Security for the Delivery of three hundred Candies which said Quantity of One hundred and thirty One Candies three Maunds and twenty four Pounds the Complainant has now under her Custody and Possession and is ready to answer what Remains to be Compleat to the said Contract or to deliver the Same unto the Defendant whereby the Defendant is kept out of the Possession of the said Red Wood, which is the Cause why the Possession hereof could not be sold at the same time the said three hundred Candies were sold to the Complainant, but which hath been prevented by the Complainant having detained and by her now refusing the same, So all which the Answer the Defendant is of Opinion the Complainant is Chargeable and Accountable to Answer the Complainant is ready and willing and Accountable to the Defendant for the full Quantity of the said Red Wood, So Much One hundred and eighty eight Candies one half and three Pounds as hereof delivered Part of the three hundred Candies aforesaid and the delivered Part of the three hundred and thirty One Candies three Maunds twenty four Pounds which he the Complainant does and has fully kept and observed and has performed without giving the Defendant any Account of the same Particularly as the Complainant will guarantee with the Price of the said Red Wood and cannot be Liable of the Allowance thereof to the Defendant to Answer along with the Money and there but for the Defendant for further Answer Saith that being ignorant of the Pretended Sum, the Complainant has received

Credit

Schedule [illegible] No 27[illegible]

To the Honble the Mayor
Court of Mayors Court

Humble Complainers Showeth unto Your
Worships Your Orator Timbolo Pellingah of Madras Merchant
That Your Orator did some time in or about the Month of the 7th day of
September Year of Our Lord One Thousand Seven
Hundred and Seventy four contract and agree with Gregorio Miguel
of the same place Merchant to deliver him Three Gregorio Miguel
Candies at the
Rate of Four Pagodas and One Fanam for each Candy
which said Red Wood Your Orator did undertake to deliver at the
aforesaid Rate within four Months after the date of the said Contract
and Your Orator further shews that he duly frequently and at sundry
times before and after the Expiration of the said four Months offer to
deliver the said three hundred Candies of Red Wood According to the
Tenor of the said Contract with the said Gregorio Miguel but the said Gregorio
Miguel

44

45 (99)

Miguel did desire the Neglect and Refuse to Convey the said Red Wood
Aforesaid as Your Orator and they said knew, that he had no place to put
the said Red Wood after he should have Conveyed it, and they for prayed
if Your Orator that the said Red Wood Might Remain with Your Orator
Bankshall aforesaid Wharfe till a day, Ready to be delivered unto the said
Gregorio Miguel Gonsalles a Ship should Arrive to take the same on Board
unto whom the said Request of the said Gregorio Miguel Your Orator
Did promptly and Thought he Obliged himself by Letting the said Red
Wood Remain in the Bankshall Aforesaid Without Requiring any Security
or his part Likely to Produce any Disputes hereafter and the said
Red Wood did Remain in Your Orators Bankshall at the always
at the disposal of the said Gregorio Miguel Gonsalles about 12
Days to Convey it unto the Town and in the Space of Three Months of After this
Your Orator had Argued Bar Cat the Suit of Edward Saunders
whereupon the said Gregorio Miguel did Assume and Security of
Your Orator for the Sum of Three Thousand Pounds and Merely
Your Orator had Received from him the said Gregorio
Miguel Gonsalles Account of the said Intended Contract for the Delivery
of the three hundred Candies of Red Wood aforesaid and Your Orator
Accordingly Delivered unto the said Gregorio Miguel and put
him in Possession of a Certain Quantity of Red Wood Amounting
to three hundred and Twenty Candies as a Security for the Delivery
of three hundred Candies on Account of the aforesaid Contract and
Whereas Your Orator did about the said time enter into a Certain
Agreement or Contract with the said Gregorio Miguel Gonsalles
New Conditions Respecting the Delivery of the said Red Wood
Viz. That three Quarters part of the Red Wood to be delivered
Viz. that the said Gregorio Miguel was to weight upwards of the weight
of

Orator saw in Possession the same plus of what there was more or less quantity
of the said Logwood or Quantity of Red Wood being three hundred and
Seventy Cordices More or less sufficient to Supply and provide the Quantity
that had Contracted to deliver the said Gregorio Miguel being Orators three
hundred Cordices, which the said Gregorio Miguel by his injunctions and
not knowing the said Red Wood Belonging to Contract as aforesaid and
for not delivering the said Complts unto Your Orator for Your Orator is
not only prevented from the Possession of the same whereby he has lost the
Profits but also from selling and disposing thereof and other hundred
Pounds to have Received at the same Rate and price and perhaps at more
Advanced price Now he Sold the other three hundred Cordices unto the
said Gregorio Miguel for a Valuable Good Cause and Reasons Your Orator
Says Gregorio Miguel the same hereinbefore Answered and Declared
does Signed the said Gregorio Miguel to have delivered unto Your Orator for the aforesaid three hundred and
Twenty Cordices of Red Wood Delivered by the said Gregorio Miguel
and Signed Security for the Delivery of three hundred Cordices aforesaid
which the said Gregorio Miguel says in the Manner above mentioned
Your Orator may Account of
and Declared to be Ready to Render unto Your Orator any Account of
the Complts and that the said Gregorio Miguel is indebted unto Your
Orator on the aforesaid Account in the full and just Sum of Two hundred
Pounds Current Money of
and Lately Passed between Merchants and that to the Current Money of
Mexico Mexico or Mexico Money of Great Britain at the Rate of
Eight Shillings for every Dollar the Sum of Sixty three Pounds two
Eight Shillings for every Dollar which Your Orator has frequent
Shillings and Five Pieces of Eight which Your Orator has frequent
Received from the Manner demanded from the said Gregorio
Miguel

Without this, that any other Sum or Sums of Money is due and owing from the said Gregorio Miguel unto Your Orator for the Premises or any Part thereof to the best of Your Orators Knowledge Remembrance Information and Belief All which Premises are true to the best of Your Orators Knowledge Remembrance Information and Belief and Your Orator is ready to Prove the same as this Honble Court shall direct And forasmuch as Your Orator is Remediless in the Premises at the Common Law and only relievable in this Honble Court where Matters of this Nature are usually Heard and Determined To the End therefore that the said Gregorio Miguel may upon his Corporal Oath Answer the Premises and that as fully and perfectly as if the same were hereinafter Repeated and he thereunto Interrogated and that he may Answer the Premises and Discover whether he has not Received the Sum of Two hundred Pounds Current Money of Mexico or Mexico Money of Great Britain at the Rate of Eight Shillings for every Dollar or Sixty three Pounds two Eight Shillings and Five Pieces of Eight or any other Sum or Sums of Money on Account of Your Orator and if so how much more or less and when and how he has disposed thereof and to whom and for what Purpose and to Discover whether he has not Received the Quantity of three hundred Cordices of Red Wood and the Proceeds of the same or any Part thereof belonging to Your Orator and if so how much

Red Wood was to weigh upwards of Two hundred and twenty five Pounds each piece and the other one Quarter was to weigh about One hundred and twenty five Pounds and whether Your Orator has or hath not Payment of the Three Quarters part, Delivered One hundred and eighty Candies One half of a Candy and three Pounds of Red Wood whereof each piece was to weigh upwards of Two hundred and twenty five Pounds and if Your Orator did and doth not frequently offered to deliver unto him the said Gregorio Miguel the Remaining part of the said Red Wood According to the said Contract and if the said Gregorio Miguel did not refuse to receive the same as aforesaid Yet if he the said did at this time or at any time before Preferring Exhibiting of this Bill of Complaint Tender or offer the Remaining part of the said Three hundred and twenty Candies of the said Red Wood delivered unto him or Security for the Delivery of the Three hundred Candies as aforesaid and of the said Remaining part thereof Amounting to the weight of One Thousand two hundred and Thirty One Candies Three Maunds and twenty five Pounds as aforesaid Nevertheless the said Gregorio Miguel Combining and Confederating with the Persons unknown to Your Orator the aforesaid Sum of Rix Dollars and Sixty Three Pagodas Out standing and due Contributions and Duties and other Revenues which shall hereafter become due to the Honble United Company shall likewise after the Time aforesaid Refuse and Neglect to pay the same or any part thereof

To the End therefore that the said Gregorio Miguel may upon his Corporal Oath true Answer make to the Premises and that as fully and perfectly as if the same were hereinafter particularly repeated and he thereunto Interrogated he may Answer and set forth whether he the said Gregorio Miguel did not Contract with Your Orator for the Purchase of the said Three hundred Candies of Red Wood and whether he the said Gregorio Miguel did not Receive the Quantity of Three hundred Candies of Red Wood from Your Orator for that purpose and whether he the said Gregorio Miguel did not refuse to receive the Remaining part of the said Red Wood and whether he the said Gregorio Miguel did not Combine and Confederate with the Persons unknown to Your Orator to Defraud Your Orator of the Sum of Rix Dollars and Sixty Three Pagodas Out standing and due Contributions and Duties and other Revenues which shall hereafter become due to the Honble United Company and whether he the said Gregorio Miguel did not Receive the Quantity of Three hundred Candies of Red Wood

Thos Replicant Absolutely desires to know Whether the Defendant
the Sum of One Thousand One Hundred and Ninety Pagodas only
as Alledged by him the said Defendant in his said Answer, but
this Replicant saith that he Ordered, and paid to the said
Defendant the Sum of One Thousand Two Hundred and Seventy
four Pagodas on Account of the Contract of Redwood entered into
by him the said Defendant with this Replicant for Three Hundred
Candys of Redwood after the Rate of Four Pagodas and a Quarter
per Candy and which said Sum of One Thousand
Two Hundred and Seventy four Pagodas is Acknowledged by the
said Defendant to have been Received by him on the said Contract
as well Money paid as Interest by a Note late Mercy-
sent Merchants and Bills of Exchange which
Amount to their Replicants said Bill of Complaint to which
he this Replicant refers Craves this Replicant Absolutely
desires that the said Defendant did frequently and at Sundry times
Promise that the said Defendant should Redwood to this Replicant upon Tender to the
Offer to deliver the said Redwood to this Replicant upon Tender to the
said Contract and that this Replicant as often Requested the
said Defendant that it was very well Convenient for him to Receive
the Redwood and Board the China Ship which Lay Ready to Receive
for the said Redwood and Board the China Ship which Lay Ready to Receive
for the purpose this Replicant saith that the China Ship
which the said Redwood was Intended to be Shipped Arrived at
this Port on the third Day of February One Thousand Seven
Hundred and Seventy three which was some time before the time
Limited in the said Contract Expired and this Replicant Did
frequently both before and after the Expiration of the time
Limited in the said Contract Demand of the said Defendant to
Perform the said Contract by Delivering the
Country wills the Terms of the said Contract by Delivering the
said Redwood in Order that this Replicant might be the
better able to Dispose of it to Advantage that being how Known
and

said Support the Character of a Merchant. Therefore what the said
Defendant in his said Answer saith of Illegal Course being Admitted
as sufficient Reasons to oppose a Branch of Agreement on the part of the
Contractor, and of the Performance Depending on the will of the Person
Contracted to Receive such Goods Without out of the Question, or that is
by no means the Present case for this Replicant was not only desirous
of Receiving the said Redwood According to the said Contract, but did
frequently Apply to the said Defendant for the Delivery of it, as it
would have been to his this Replicants Advantage as aforesaid,
But the said Defendant failing therein he Justly became Liable to the
Payment of what was Agreed on as the forfeiture Case of failure, As a
Recompence for this Replicants drawing Advance his Money and
Receiving Disappointed of the Goods Contracted for to be Sold at the
usual Disappointed of the Goods Contracted for to be Sold at the
Time and Season for that purpose and of Course deprived of
the profits of such Sales Which Respect the said Defendant pretends
in his Answer that the said Charge is not just Because he
Receives the said Contract to have been Cancelled and Rendered Void
by the delivery of a Considerable part of the Redwood after the Expirati
of the said Contract this Replicant Saith that he knows that the
said Contract was by any Means Cancelled or Rendered Void, on
the Contrary this Replicant Saith that this Receiving part of the
Redwood being no more in quality than Twenty Candles, was by no
Means Cancelled Under the said Contract Void, as the said Penalty
May forfeited before such Receipt Therefore what this Replicant
Received was only on part of what the said Defendant was Indebted
to this Replicant before and at the time of Delivery, and it
was Incumbent on the said Defendant to Pay this Replicant Money or Goods
of this Replicant Choose to take Goods for all or part of the said Debt
and notice to the said Defendant was Obliged to do by little and little
as he could get Sold from the said Defendant who did Appear as
aforesaid to Sell from the said Defendant who did Appear as aforesaid

under such Articles for the further securing of Redwood Dayrell
Pemberton the Second Son when the Defendant was
Twenty one Years of Age and thereupon the Defendant was
for the Purpose aforesaid Bound in the Sum of
for (illegible) and Thomas Pemberton
with the Effect (illegible) Hundred Pounds
and Twenty days with the Condition aforesaid
Defendant was Arrested at the Suit of the said
Redwood Dayrell and thereupon Imprisoned
of the said (illegible) Redwood Dayrell Brought
Redwood Dayrell (illegible) Defendant Bond
Redwood Dayrell under the Penalty aforesaid
to be Delivered as aforesaid But all Which Replication
aforesaid is Insufficient in the Law for the Defendant
Replication further Sayth that the Defendant
after that the said Redwood Dayrell
Defendant Bond aforesaid Bond
Redwood Dayrell Brought
Defendant as aforesaid
Defendant Bond aforesaid
Redwood Dayrell

but that after the same was Sold to the said Captain Cook the Replicant Servant Reported the same to him the Replicant and Still the said Defendant on Order to Dispose his Unjustifiable Proceedings and Conduct on the said Affair pretended he knows nothing thereof or of the Same Credited Some but Defendant did also since Sell to One Chuttanand Bramman Seven Candys Seven Score Maunds and Fifteen Pounds of the said Redwood for Twenty One Pagodas and Some Fanams which was Paid to the Replicant as Credited the Defendant and the said Account Current Notwithstanding the Defendant Assures the said Credit and Pretends he Knows nothing of the same And this Replicant further Saith That out of the whole of the Redwood, that is the Cargo of the said Boat Seven Score and Three and the before mentioned Twenty Seven Maunds and Eight Pounds weighed and Delivered this Replicant as aforesaid, and also Three Hundred and Twenty Candys Good and Bad Mixed Together, was the said Quantity of Redwood Sold to the said Captain Cook Delivered in Order that the Defendant might Perform his Contract with the said Captain Cook, who had seen the said Redwood before and since Sold it to the Merchant and Delivered to him. And the Remainder of the Redwood left was Bad as the Large Chips and Small Pieces and Cookies was Sent for this the said Defendant had Mixed with the Assorted for this the said Boat from the Northward and the Thirty five Candys Seven Score Maunds and Eight Pounds and weighed and Delivered to the said Captain Cooke and Chuttanand Brammen to Perform his Contract with them and the said Captain Cooke seeing the said Redwood was very bad and would not Answer his Purpose Refused to take any more than what he had Some already Purchased of the said Redwood, And was Afraid to buy more of that Commodity

(93)

Sale Inspectors for the said Defendants Conduct as aforesaid in having
failed in either performing their Contract with the Plaintiff, And not
only Crediting the Payments of the Plaintiffs said last Demand But
Preventing him the Plaintiff as Unjustly as he has done the
Plaintiff Absolutely Denies to have entered into any other Contract
or Agreement with the Defendant than as above mentioned and
with Regard to what the said Defendant Alledges as to the Sum
of the Amount of Eleven Quarters part of the said Redwood being to
Weight Upwards of One Hundred and Twenty five Pounds and the
Quarter to Weigh One hundred and Twenty five Pounds and Before
doing the New Contract and Subject to New Conditions the Plaintiff
said But the Matter was meant Determined and Concluded by and
between the Plaintiff and the said Defendant at the Time for the
Execution of the said Contract of the Thirtieth October One thousand
Seven Hundred and Seventy two that the Words to Weigh Seven
Hundred and Twenty five Pounds & Piece and the
Weight One hundred and Twenty five Pounds & Piece and the
Redwood should be Inserted and Considered as part of the
said Contract Viz. Sixty Couples of the three hundred Couples to
said Contract Weigh Seven hundred and Twenty five Pounds each piece and the
Whole One hundred and Twenty Couples to weigh Upwards of
Twenty Five hundred and Forty Couples to weigh Seven hundred and
One hundred and Twenty five Pounds & Piece and which was
Verbally Determined and Concluded on before and Redwood was was
Verbally Determined, Because was therefore by no means a New
Contract but a part of the Original Contract, And it would be
Absurd to think that the Plaintiff should Enter into any Second or
New Contract or further Agreement with the said Defendant when
the Plaintiff could Not have the Person with the Original Contract
of the Plaintiffs Hands and a Copy thereof Affixed at
the Office of the Plaintiffs Clerk for the Inspection of the Publick as aforesaid
All which is Contrary to the Plaintiff Duty and to Prevent

to

53

(95)

Complainant's Bill filed 4th day of May

John Fiske
Attorney for the Complainant

Filed 5th Feb. 1714

The Answer of Eyre Monck
of Madras Merchant Defendant to the
Corfe Bill of Complaint of Pemberton Pal
Gayabe of the same place Merchant
Complainant

This Defendant now and at all times hereafter saving
and Reserving unto himself all and all manner of Benefit and Advan-
tage of Exception to the manifold Errors Uncertainties Insufficie
-cies and Imperfections in the said Corfe Bill of Complaint contained
for Answer thereunto or unto so much thereof as he is Advised doth Mate-
-rial for him to make Answer unto he this Defendant Answereth
and saith that he will Obediently Answer to the Said the same said Corfe
and Saith that he will Obediently Answer to the Said the same said Corfe
and Saith that he will Obediently Answer to the Said the same said Corfe
Complainant Sir Thomas the Sum of One hundred and Sixty Nine Pagodas
Consideration and Just Debt as is Vaguely Set forth in the said Corfe Bill
Consideration and Just Debt as is Vaguely Set forth in the said Corfe Bill
of Complaint but Truly and Justly stand Indebted unto him this
Complainant Both Truly and Justly stand Indebted unto him this
Defendant in the Sum of Six hundred and Ninety One Pagodas Thirty
Defendant in the Sum of Six hundred and Ninety One Pagodas Thirty
Seven Fanams and Six Cafh as is Vaguely Set forth and Not Admitted by this Defen-
Seven Fanams and Six Cafh as is Vaguely Set forth and Not Admitted by this Defen-
dant's Original Bill of Complaint and in the Account Thereunto
dant's Original Bill of Complaint and in the Account Thereunto
annexed and this Defendant doth Refer himself to the said Complt
annexed and this Defendant doth Refer himself to the said Complt
Answer and to his Said Bill of Complaint Account and
Answer and to his Said Bill of Complaint Account and
answer thereto Craving Reference and that the same may
answer thereto Craving Reference and that the same may
Perfected by this Defendant's Answer to the Said Matters and
Perfected by this Defendant's Answer to the Said Matters and
he Humbly prays to be Dismissed out of this Court with his
he Humbly prays to be Dismissed out of this Court with his
Reasonable Costs and Charges in this behalf Sustained
Reasonable Costs and Charges in this behalf Sustained
And this Defendant for Answer to the Rest of the
And this Defendant for Answer to the Rest of the
things Set forth in the said Corfe Bill Other Matters Relative to the
things Set forth in the said Corfe Bill Other Matters Relative to the
Contents of Pemberton Pal Gayabe in the Said Corfe Corfe
Contents of Pemberton Pal Gayabe in the Said Corfe Corfe
Going

(77)

for the delivery of the said Redwood in pursuance of the said Contract in
Order that the this Defendant might be the better able to dispose of it to
Advantage, that being of Course the View in the said Purchase But the
said Complainant Evaded the Delivery thereof, so that this Defendant
thereby entirely lost the benefit of the Sales thereof and of what he might
have profited thereby or gained thereon as the Commander of the said
Cossa Ships did Purchase being of Sundry parcels Upwards of Eight
hundred Candies of Redwood which he put on Board the said Ships
for the Cossa Market, And the said Ships Sailed from this Port the
Thirty first Day of March last so that the breach of the said Contract
was entirely Owing to the said Complainant as well as this Defendant
Afterwards Answering Security for the Payment of what should be
due on Exchange Part of Which Sum was this Principal Sum Demanded
from this Defendant And that Pursuant to what by the said Compl
hereby this Defendant And that Pursuant to what by the said Compl
Complainant had forfeited in Consequence of this said Covenant performing
his said Contract with this Defendant which this Defendant
Conceives himself Justly Intitled to And that such forfeiture is Strictly Conformable to the Tenor of the said Contract and that
Instrument is Strictly Conformable to the Custom of Trade That is the said Complainant and this
Defendant Copied from And in the Second place as this
Defendant would have Sold the said Redwood for more than Twenty
per Cent profit So that this Defendant was Chose by the said
Redwood and Thereby Obliged to Comply with the said Contract Notwithstanding the said Penalty or forfeiture of Twenty per Cent which
this said Complainant Still Insists to pay and which this
Defendant has Charged in the Account Rendered to this said
Original Bill of Complaint Exhibited in this Honble Court by
this Defendant Against the said Complainant and Orders to
Recover from the said Complainant what this Defendant
Conceives the said Complainant was and is Justly Indebted unto
this said

(78)

by this Defendant in part in an Account of the said Last Demand in the
Sum of Twenty Pounds, the Amount of which is to be deducted from the
Sum Claimed by this Defendant to be due to the Complainant on Account
of the said Contract, and the Money Received by this Defendant in part
of an Account of this Defendants said Last Demand to be due to
Complainant by Credit for in the Account Annexed to this Defendants
said Bill This Defendant Absolutely denies that the said Complai-
nant did Fraudulently Offer to Deliver to this Defendant the
Redwood Agreed by the said Contract Either in part of Payment or
Security for it but this Defendant Says he did not know Refused Receiving
the said Complainant Ready to Deliver the said Last Mentioned
Redwood to this Defendant Pursuant to the said Contract but this
Defendant Says that the said Complainant is by reason
of the said Last Demand in the said Complainant in Arrear
Agreed to the said Contract but this Defendant not by any Means Sensible
to the Advantage that the Redwood Mentioned to be due to the said Complainant
by this Defendant and also to this Defendant
Contracted to Deliver to this Defendant and which he this Defendant
Agreed to Receive and Accept in Pursuance to the said
Contract and which he was Ready and Willing and Desirous
to Deliver Upon Reasonable Notice and Demand Pursuant to it
but Denies that it would have been to the Advantage to this Defendant
or that this Defendant Ever Offered Any Time Previous to the Last Proposal
for Delivery by the said Complainant as Mentioned and
Insisted by the said Complainant as this Defendant Absolutely
this Defendant and Repeats that this Defendant Absolutely
Denies that it was by any Means the Intention of the said Contract and
Never was by any Means the Intention of the said Complainant at the
time of Entering into the said Contract or at any time Since to
Deliver to this Defendant any Redwood but this Defendant
Well knew that the Complainant was Fully Aware that this Defendant
Was to be the Complainants Purchaser of the said Redwood Imported by this Defendant
from the said Complainant and that the said Complainant had neither
or ever had any Redwood Imported by him or Intended to be Imported
Delivered by him to this Defendant Except Redwood
Imported

Thereunto Upon Oath Doth Declare and Say That the said Complainant did frequently during the said Space of Months Specified in the said Contract Offer to Deliver the said Redwood Contracted for unto this Defendant, but this Defendant Knew not was he Informed that the said Complainant had the said Redwood Agreeable to the said Contract, Ready to Deliver unto him this Defendant tho' whether he had or had not the Same at the Time he did not Believe it. For and Therefore Alledged by the said Complainant in the said Bill therein and Hereby Assigned and Answered by this Defendant for his not Receiving the said Redwood, for he this Defendant Says that he was Ever Glad to have Received the same and for the Reasons herein before and in this Defendants said Application Set forth. This if this Defendant had Received the said Complainants the said Redwood as he did Allege and if this Complainant had Agreed to do so he the Complainant was Equally Answerable for the same to this Defendant. This Defendant Admits that he did Demand Security from the said Complainant Admits that he did Demand Security from the said Complainant the said Replication Set forth and that the said Complainant did Deliver unto this Defendant a Quantity of Redwood in the said Contract Mentioned but whether the same did Exactly contain Three hundred and Seventy Cords But whether the same did Exactly contain three hundred and Seventy Cords This Defendant Doth not know not having Weighed that Quantity and this Defendant would have been Willing to the same as aforesaid. And this Defendant would have been Willing to have Received Redwood According to the said Contract of the said Complainant Received Redwood According to the said Contract of the said Complainant would have Delivered to him, But which otherwise he did not as aforesaid and this Defendants said Replication Set forth, and do as before and in this Defendants said Replication Set forth, and therefore became this Defendant Conscious, to pay this Defendant Conscious, to pay this Defendant the said Replication Set forth, and therefore became this Defendant Conscious, to pay this Defendants said Last Demand This Defendant does Again Alledge that the Entered into any Speckle Agreement with the said Complainant for the Delivery of the said Redwood

Defendant, Witnesseth Lastly of the Day of the said Month of November
the said Defendant Woods to the said Defendants Lawyer Servant
who, as well as the other Defendants Servant, was Sworn the said Reduced,
Telling him the Complainants said Deeds to Show the said Reduced for
Sale And that the Defendant Lastly in Answer to the Prayer of the said
Complainant in this said Cross Bill for the Defendant to be Decreed to
Pay unto him the said Complainant the aforesaid Sum of One hundred
and Sixty Nine Pounds One Shilling and Ten Cents with the Interest
and Costs of the said Cross Suit, Saith that he Confidently hopes it will
by what is Answered by him and the other Defendants said Replication thereto
Fully Appear to this Honble Court that the said Demand
in the said Cross Bill Mentioned and the Amount found due thereupon, and that he had
of the Defendant being Indebted unto the said Complainant as he
in his Said Bill Alledges, that he the said Complainant is Indebted unto the
Defendant as before mentioned and Answerable to him the Defendants
said Original Bill and Replication and therefore that the said Prayer
of the said Complainants Cross Bill ought to be Dismissed with Costs and
such as he the said Complainant is by no means Entitled to have
Granted But that on the Contrary the Defendant humbly hopes this
Honble Court will be pleased to Dismiss his said Cross Bill with
with Costs

All which Matters and things this Defendant is ready
and Willing to Aver and Maintain as this Honble Court shall
and Will Direct and humbly prays to be hence Dismissed with his reasonable
Costs and Charges in this behalf most Wrongfully Sustained

John Nicholas
Solicitor for the Defendant

(104)

Dated the 11th April 1775

The Counsel for

Plaintiff in Replication to the

Plea of the Defendant

Against Complainant

The Defendant

and Answer and Demurrer of Defendant to the

Bill of Complaint of Complainant

Filed in this Court

for Rejoinder thereunto Saith that Defendant

Complainant and Answer to the Matters and

Replication and Demurrer to Answer as

and thereby Defendant and Answer

Plea Matters and Complainant

Dated the 11th April 1775

Henry Du Puy

Attorney for the Defendant

(105)

Dated the 16th May 1775

The Rejoinder of Gregorio

Miguel of Madras Merchant to the

Replication of Pamboly Pallayah of

the same place Merchant

The 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 and Insufficiencies in the

Jointness in the said Replication contained for Rejoinder thereunto

Saith that Defendant Matters and things in the Defendant

Answer are Certain True and Sufficient in the Law to be Replied unto

in such Manner and form as the same are therein and thereby

Defendant and that the said Replication is in many Matters

Error and Insufficient for the Defendant to make any further or other

Rejoinder

Henry Du Puy

Attorney for the Complainant

For Pennard Hilly
Havagana
Woodbookiebonaan and
Ridy

Pembroke Pullogh the Original Defendant and
Cross Complainant Entering into a Contract for or

about the Month of October which was in the Year of Our Lord One
Thousand Seven hundred and Seventy two with Gregorio Miguel the
Original Complainant and Cross Defendant in the above Cause and
Cross Cause to furnish any Quantity of Redwood Not exceeding Quantity
of Redwood the said Original Defendant and Cross Complainant
Contract to Deliver unto the said Original Complainant and Cross
Defendant and in what or how long time? Did or did not the said
Original Complainant and Cross Defendant at any time or times before
or after or about the Expiration of the time Limited for the
Delivery of the said Redwood Apply either by himself or by any other
person and what for the said Redwood Not Delivered pursuant
to the said Original Contract and Cross Complainant unto the said Original Defendant and Cross Complainant
Did or did not the said Original Defendant
have Power to Deliver Did or did not the said Original Defendant
and Cross Complainant Deliver all or any part of the said Redwood
According to the said Contract or Did or did not the said Original Defendant
and Cross Complainant Deliver any Redwood to the said
Original Complainant and Cross Defendant at any time or times after
the Expiration of the time limited in the said Contract for the Delivery
thereof? If Yea or Nay was not the Redwood which the said Original
Defendant and Cross Complainant Delivered after the Expiration of
the said Contract considered as a part of the said Contract in Satisfaction
or Discharge of what the said Original Defendant and Cross Complainant
Complainant became indebted to the said Original Complainant and

and

To Dittto. 4th Do Yeaver do You not Know at what price the Redwood Contracted for and in Question in this Cause and Cose Complainants Claim Sold for Per Candy at or about the Expiration of the time Limited in the said Contract for the Delivery thereof if the same had been Delivered by the said Original Defendant and Cose Complainant to the said Original Complainant and Cose Defendant Agreeable to the said Contract If Yea at what Price or how much P Candy could the same have been Sold for if it had been Delivered as aforesaid and what was the Market Price of such sort of Redwood as was so Contracted for at or about the time the same should have been Delivered According to the said Contract the whole of the premises According to the best of Your Knowledge Remembrance Information and belief fully and Particularly Declare

To Ditto. 5th Do You or do You not know of the Original Defendant and Cose Complainant having any Redwood come from the Estate Limited for the Delivery of the Redwood in Question If Yea what Quantity thereof Deposited with the Executors of Mr Moore and after the Expiration of the time Limited in the said Contract for the Delivery thereof if the same had been Delivered by the said Original Defendant and Cose Complainant to the said Original Complainant and Cose Defendant Agreeable to the said Contract Did or Did not the said Original Complainant and Cose Defendant Agree to Dispose of the Quality of Redwood so Deposited as a Security for the Quality Contracted for as aforesaid Did or Did not the said Original Complainant and Cose Defendant prevent the Sale of any part of the said Redwood in Question Moore was not any part of the said Redwood Redwood so Deposited as a Security as aforesaid Sold, or if any of the Redwood Deposited as a Security as aforesaid Sold, If Yea, when and by whom and to whom and for how much Money was the same Sold and to whom was the proceeds on Account thereof paid and on what Account was or was not the said Redwood so Sold as aforesaid Sold as the property of the said Original Complainant and Sold as the property of the said Original Defendant and

With the writing thereunto annexed Sirs, or for Thereas Original Complainant and Cross Defendant to withdraw Thereas Original Suit of Year and Thereas Original Defendant and Cross Complainant Office to Pay the Costs of Suit or Court Charges, And Whereas Thereas Original Defendant and Cross Complainant Say that he would Surrender or Deliver to Thereas Original Complainant and Cross Defendant Good Redwood, If Were Did or did not Thereas Original Complainant and Cross Defendant for any and what reason Hand Thereas Office or proper Cate of Thereas Original Defendant and Cross Complainant. These are to the best of Your knowledge Remembrance of these Matters According to the best of Your knowledge and belief fully and Particularly & Declare

To Ballyvaneboo. Was You or was Either of them by any Person and what Means Ordered by Whether that Redwood and Purchase in these Causes and Cross, Whether Thereas Original Defendant Should Deliver Possession Peaceably to the Original Defendant Thereas Original Complainant Office to Take Possession and about what time Since and about what time since the Commencement of the Suit in this Court and Cross Complainant Office to Pay the Costs of Suit or Court Charges, And Whether Thereas Original Defendant

Remembrance that this Suit by and Interlocutory Petition

To Coolaar Pirmaul Chitty of Madras Merchant Original Complainant and Cross Defendant and Pourbalo Pullayah of the same Place Merchant Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

Interrogatories to be Exhibited and Administered to and Answered by Pourbalo Pullayah of Madras Merchant Original Defendant and Cross Complainant on the Part of the Original Complainant and Cross Defendant

1st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

2nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

3rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

4th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

5th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

6th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

7th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

8th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

9th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

10th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

11th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

12th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

13th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

14th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

15th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

16th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

17th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

18th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

19th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

20th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

21st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

22nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

23rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

24th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

25th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

26th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

27th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

28th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

29th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

30th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

31st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

32nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

33rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

34th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

35th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

36th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

37th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

38th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

39th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

40th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

41st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

42nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

43rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

44th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

45th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

46th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

47th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

48th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

49th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

50th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

51st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

52nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

53rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

54th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

55th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

56th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

57th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

58th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

59th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

60th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

61st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

62nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

63rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

64th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

65th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

66th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

67th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

68th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

69th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

70th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

71st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

72nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

73rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

74th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

75th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

76th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

77th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

78th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

79th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

80th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

81st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

82nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

83rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

84th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

85th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

86th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

87th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

88th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

89th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

90th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

91st Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

92nd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

93rd Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

94th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

95th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

96th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

97th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

98th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

99th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

100th Do you know or believe that you are Original Complainant and Cross Defendant and that you are Original Defendant and Cross Complainant

John Sykes
Attorney for the Original Complt
& Cross Defendant

Mayor's Court at Madras Patnam

Between Gregorio Miguel of Madras Merchant Original Complainant and Cross Defendant and Pourbalo Pullayah of the same Place Merchant Original Defendant and Cross Complainant

On the Part of the Original Complainant and Cross Defendant

Deposition of Witnesses taken in this Cause by and before the Examiner in this Court as follows that is to say

Coloor Pirmaul Chitty of Madras Merchant Aged 45 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant and being Duly Sworn on the 29th Day of December 1775 Examined and Deposeth as follows that is to say

To the First Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Gregorio Miguel in this Cause and Cross Cause and that he hath these known him for Years or thereabouts and that he doth also know the Original Defendant and Cross Complainant Pourbalo Pullayah in this Cause and Cross Cause and that he doth or knows him for Ten Years or thereabouts and successively

To the Second Interrogatory this Deponent saith that he doth know the Second Interrogatory and that he doth know the Original Defendant and Cross Complainant Pourbalo Pullayah the Original Defendant and Cross Complainant in this Cause about the month of December which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Two with the Gregorio Miguel the Original Complainant and Cross Defendant in this Cause and Cross Cause for the Sum of [illegible] and that the said Original Defendant and

(115)

3rd ... To the Third Interrogatory this Deponent saith that he knows nothing did pass in Writing between the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant Relative to the Contract of Redwood and Purchase in the Interrogatory that what passed between the said Parties after the aforesaid Contract was considered as part of the aforesaid Original Contract and that there was some Quantity of Redwood Delivered to or Deposited on and in the name of the Original Complainant and Cross Defendant after the Expiration of the Time Limited in the said Contract as a Security for what the said Original Defendant and Cross Complainant was Indebted unto the aforesaid Original Complainant and Cross Defendant in Consequence of the said Original Defendant and Cross Complainant not having fulfilled the same, and that the Redwood so Delivered or Deposited as Security was not Agreeable to the Quality of the Redwood Contracted for and more

4th ... To the Fourth Interrogatory this Deponent saith that he knows of what passed between the Original Complainant and Cross Defendant and Cross Complainant and Original Defendant Relative to the Delivery of the Redwood Contracted for and more Particularly this Deponent saith that he knows that the Redwood Contracted for was not delivered within the Time Limited in the said Contract for the Delivery thereof by the said Original Defendant and that the said Original Complainant and Cross Cross Complainant the said Original Complainant and Cross Defendant Agreed to the said Contract and that there might have been at the Time Appointed for the Delivery thereof upwards of Two Hundred Loads of the said Redwood on the Wharf at the Market Town of Cork or in the Stores adjoining thereto which Redwood was the Property of the said Original Complainant and Cross Defendant by the said Original Contract and that the same should have been delivered on board the said Ship or Vessel without any Delay according to the said Contract and more

5th ... To the fifth Interrogatory this Deponent saith that he knows of the said Original Complainant and Cross Defendant and Cross Complainant having some Redwood on board the said Ship or Vessel at the Expiration of the said Contract and that the same was taken out of the said Ship or Vessel by the Order of the said Original Complainant and Cross Defendant and Cross Complainant and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood at the Time it was taken out of the said Ship or Vessel and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood for a Considerable Time after the same was taken out of the said Ship or Vessel and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood until after the Expiration of the said Contract and more

6th ... To the Sixth Interrogatory this Deponent saith that he knows of the said Original Complainant and Cross Defendant and Cross Complainant having some Redwood on board the said Ship or Vessel at the Expiration of the said Contract and that the same was taken out of the said Ship or Vessel by the Order of the said Original Complainant and Cross Defendant and Cross Complainant and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood at the Time it was taken out of the said Ship or Vessel and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood for a Considerable Time after the same was taken out of the said Ship or Vessel and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood until after the Expiration of the said Contract and more

7th ... To the Seventh Interrogatory this Deponent saith that he knows of the said Original Complainant and Cross Defendant and Cross Complainant having some Redwood on board the said Ship or Vessel at the Expiration of the said Contract and that the same was taken out of the said Ship or Vessel by the Order of the said Original Complainant and Cross Defendant and Cross Complainant and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood at the Time it was taken out of the said Ship or Vessel and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood for a Considerable Time after the same was taken out of the said Ship or Vessel and that the said Original Complainant and Cross Defendant and Cross Complainant did not make any Objection to the Quality of the said Redwood until after the Expiration of the said Contract and more

(117)

the said Original Complainant and Cross Defendant and Redwood and that the said Original Complainant and Cross Defendant did Expect the said Offer or Proposal of the said Original Defendant and Cross Complainant because the said Original Complainant and Cross Defendant could and knew the Mind of the said Original Defendant and Cross Complainant And answer saith not to the Rest of the Interrogatory

To the Eighth Interrogatory this Deponent saith that He was informed that the Original Defendant and Cross Complainant in this Cause and Cross Cause had with some Cattle taken from the Bank at Swanns the Redwood in Question in this Cause and Cross Cause and that he was informed by one Bottomley a Farmer and that this Deponent did go from Abingdon Unto the said Redwood which the said Original Defendant and Cross Complainant had taken away and that this Deponent did by Swanns Direction and the said Original Defendant and Cross Complainant and Cross Defendant in this Cause and Cross Cause and that this Deponent did Receive from the said Abingdon the Answer that this Deponent did receive from the said Original Defendant and Cross Complainant and that the Original Defendant and Cross Complainant Owed him some Money and this Deponent doth not Believe the said Redwood Does more belong to Him or the last Interrogatory

Edward Davis

Examined

(116)

and that the said Original Complainant and Cross Defendant and Redwood
Complainant and Cross Defendant and Redwood and that the said Original
Defendant and Cross Complainant and Cross Defendant and
the said Redwood in Question and that the said Original Defendant and
Cross Complainant and Cross Defendant and that the said Original
Defendant and Cross Complainant and Cross Defendant and
and Cross Defendant did not prevent the Delivery of the said
Redwood in Question and that the said Original Complainant and
Cross Complainant made Certain Cattle Commissioners and the
Trustees Company Chose Thereupon and that one Williamson
Swanns Bailiff did Seize the said Redwood in Question and
that this Deponent did by the said Original Defendant and Cross
Defendant and that the said Original Complainant and Cross
Defendant and that the said Original Complainant and Cross
Defendant and that the said Original Complain

Defendant and Cofs Complainant did by Contract to deliver unto the
Original Complainant and Cofs Defendant Two Hundred Cords to the
Best of their Expearance Recollection but not what to how long time this
Expearance does not Remember That the said Original Complainant
and Cofs Defendant after the Expiration of the time limited for the
Delivery of the said Redwood did Apply himself to the said Original
Defendant and Cofs Complainant did make known to him that he had
Sent a small Boat to the Northward for the said Redwood and Expected
them daily to return and that as soon as they did he would weight
off the said Redwood and deliver it and that the said Original Defen
dant and Cofs Complainant did deliver a small Quantity of the said
Redwood According to the said Contract and that the said Original
Defendant and Cofs Complainant did make Application to the said
Original Complainant and Cofs Defendant after the
Expiration of the time Limited in the said Contract for the Delivery
of the said Redwood which the said Original Defendant
and Cofs Complainant Refused after the Expiration of the said
Contract as part of the said Contract as this Deponent
believes and not Knowing of that the said Original Defendant and
Cofs Complainant thereupon Established to the said Original Complainant
and Cofs Defendant in Consequence of the not having Delivered the
said Redwood According to the said Contract and that thereupon some
Redwood Landed to the said Original Complainant and Cofs Defendant
by the said Original Defendant and Cofs Complainant but what
Quantity this Deponent cannot Recollect as the said Original Complainant
and Cofs Defendant Refused to Receive any more of the said Redwood
and that the said Original Complainant and Cofs Defendant
did refuse to Receive the same and the Reason that he did so refuse the
same was not being Informed that the Original Defendant and
Cofs

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

Woodcock Simons of Madras Carpenter Aged 24 Years or thereabouts being produced and Witness in this Cause on the Part of the Original Complainant and Cross Defendant and being sworn the 3d. day of February 1776. Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Gregorio Miguel in this Cause and Cross Cause and that he hath or knows him Six Years or thereabouts and that he doth also know the Original Defendant and Complainant Pamboteim in this Cause and Cross Cause and that he hath or knows him Seven Years or thereabouts

and answers with out to this Interrogatory

To the Second Interrogatory this Deponent saith that he doth know or hath heard Pamboteim Pullaya the Original Defendant and Cross Complainant Entering into a Contract or Bond about the Month of October which was in the Year of Our Lord one thousand Seven hundred and Seventy Two with the Gregorio Miguel the Original Complainant and Cross Defendant in the above Cause and Cross Cause to secure the Quantity of Pickled and that thereof Original Defendant and Cross Complainant did to Gregorio Miguel Original Complainant and Cross Defendant Three Hundred Candies of Pickled but this Deponent does not know what time and that the said Original Complainant and Cross Defendant and Samuel Chitty and also this Deponent did agree after the Expiration of the Contract for the delivery of the said Pickled to the said Original Defendant and Cross Complainant for the delivery of the said Pickled and that the said Original Complainant and Cross Defendant did make the said Agreement

the

(122)

(123)

Mayor's Court
Madraspatnam

Benson Gregory Augustus
Master Merchant Original Complaint
and Cross Defendant and Pombato
Pullayah Thomas Player Merchant
Original Defendant and Cross Complaint
On the Part of the Original Complaint
and Cross Defendant

Depositions of Witnesses taken on the Cross and Depos
tion Examination of the Court as follows viz
Veluvy Master Proctor aged 37 Years a Witness duly Sworn
a Witness on the Cross on the Part of the Original Complainant and
Cross Defendant and being on the 15th Day of February 1796 Sworn and
Examined Deposeth as follows viz
To the first Interrogatory this Deponent saith that he doth know
the Original Complainant and Cross Defendant Gregory Augustus
this Cause and Cross Cause and that he doth also know the Original Defendant
Thomas Pullayah and that he doth also know the Original Defendant
and Cross Complainant Pombato Pullayah in this Cause and Cross
Cause and that he doth know him for Three Years last past
and more and that not other Interrogatory
To the second Interrogatory this Deponent saith that he doth know

must

and Costs Defendant Consent as aforesaid but that the said Original Complainant and Costs Defendant did enter into the Consent Rule as aforesaid according to the Contract entered into and made as aforesaid

To the Seventh Interrogatory this Deponent saith, that he doth know of and hypothecation being made between the Commencement of this Present Suit by the Original Defendant and Costs Complainant to the Original Complainant and Costs Defendant and this Cause and Costs Cause about with Drawing the Present Suit or for the said Original Complainant and Costs Defendant to withdraw the said Original Suit that this Deponent doth not know whether the said Original Defendant and Costs Complainant did offer to pay the Costs of Suit or Court Charges but that the said Original Defendant and Costs Complainant did say that he would perform or deliver the said Original Complainant and Costs Defendant Good Redwood as this Deponent knows and that the said Original Complainant and Costs Defendant did Reject the said Offer Proposal saying that he would not trust them and Moreover this Deponent saith

To the Eighth Interrogatory this Deponent saith that he was ordered by the Original Complainant and Costs Defendant to Watch that the Original Defendant and Costs Complainant Bankroll Stone that he the said Original Defendant and Costs Complainant did not Remove any of the Redwood which was lying there and that During the Evening whilst this Deponent was gone to Supper the said Original Defendant and Costs Complainant took away Sixty Nine and that this Deponent was informed that the said Original Defendant and Costs Complainant had drawn by a Neighbour whom he did not this Deponent Thank Seeing to Watch Having his Abonnet and Moreover this Deponent saith

To the Ninth Interrogatory this Deponent saith that he was ordered by the Original Complainant and Costs Defendant to Watch that the Original Defendant and Costs Complainant Bankroll Stone that he the said Original Defendant and Costs Complainant did not Remove any of the Redwood which was lying there and that During the Evening whilst this Deponent was gone to Supper the said Original Defendant and Costs Complainant took away Sixty Nine and that this Deponent was informed that the said Original Defendant and Costs Complainant had drawn by a Neighbour whom he did not this Deponent Thank Seeing to Watch Having his Abonnet and Moreover this Deponent saith

To the Tenth Interrogatory this Deponent saith that he was ordered by the Original Complainant and Costs Defendant to Watch that the Original Defendant and Costs Complainant Bankroll Stone that he the said Original Defendant and Costs Complainant did not Remove any of the Redwood which was lying there and that During the Evening whilst this Deponent was gone to Supper the said Original Defendant and Costs Complainant took away Sixty Nine and that this Deponent was informed that the said Original Defendant and Costs Complainant had drawn by a Neighbour whom he did not this Deponent Thank Seeing to Watch Having his Abonnet and Moreover this Deponent saith

J. Welch
Examined

whether it was Considered as a Part of the said Original Contract that there Deponent does not Know whether there was any Quantity of Redwood Delivered to or Deposited in or upon the Wharf of the said Original Complainant and Defendant after the Expiration of the time limited in the said Contract as a Security for what the said Original Defendant and Cross Complt was Indebted unto the said Original Complainant and Cross Defendt on Consequence of the said Contract or if the said Original Defendant and Cross Complainant not having fulfilled the same or what the Matters or things herein Interrogated and concerning the matter there Interrogatory

4th ..... To the Seventh Interrogatory this Deponent saith that he does not know whether upon the said Redwood Contract so entered into for the Delivery Expiration of the time limited in the said Contract for the Delivery thereof it had been Delivered by the said Original Defendant and Cross Complainant to the said Original Complainant and Cross Defendant Recoverable by the said Contract or what the Matters or things therein Interrogated and concerning the matter this Interrogatory

5th ..... To the Eighth Interrogatory this Deponent saith that he has heard that the said Original Defendant and Cross Complainant had Some Redwood after the Sum of Pounds came from the Northward with Redwood after the had given the Agreement Mentioned in the Confederacy and Pursuant to the Original Complainant and Cross Defendant but whether any Redwood after the Expiration of the time limited for the Delivery of Redwood Pursuant to this Deponent Knows not and that this Deponent has heard that the said Redwood was Sold to the Bankrupt but whether Money Part thereof was Accounted with the said Original Complainant and Cross Defendant or Accounted for by

way

(128)

followeth

1st ..... To the First Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Gregorio Miguel in this Cause and Cross Cause and that he hath so known him Two or Three Years and that he doth also know the Original Defendant and Cross Complainant Pambele Pallaya in this Cause and Cross Cause and that he hath so known him Two Years or thereabouts and saith not to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith that he doth know something about the Sale of some Redwood in Question in this Cause belonging to the Original Defendant and Cross Complainant and Deponent with the Original Complainant and Cross Defendant as a Security for some Account of something due by the said Original Defendant and Cross Complainant to the Original Complainant and Cross Defendant some time in the Year of Our Lord One thousand Seven hundred and Seventy three, and that one Pennawt Chitty Dubash to the Original Complainant and Cross Defendant did tell this Deponent in the Presence of Pambele Pallaya that the Original Defendant and Cross Complainant that if this Deponent could get a good Price for the Redwood in Question in this Cause that the said Pennawt Chitty would allow him Custom thereon, this Deponent took out Pellavenga Chitty with Command to cut the said Redwood and afterwards went to one Bungalow Naick Dubash to a Boat Woman belonging to one of the Chinah Ships who also came and took in the said Redwood, and there asked who was the Merchant that sold it, this Deponent went and called Pambele Pallaya who said he had no Business to sell the said Redwood without Pennawt Chitty was present this Deponent then went to Pennawt Chitty House and also brought him to the Place where the said Redwood

was

the 10th Day of January 1776. Sworn and Examined Deponeth as
followeth—

1st ..... To the first Interrogatory this Deponent saith that he doth know the
Original Complainant and Cross Defendant Gregorio Mequel Dabas the
Cause and Cross Cause and that he hath these Known these Ten Years or
thereabouts and that he doth also know the Original Defendant and
Cross Complainant Permabaty Pallaya in this Cause and Cross Cause
and that he hath these known about these Ten Years or thereabouts And
More saith not to this Interrogatory—

6th ..... To the Sixth Interrogatory this Deponent saith that he doth know
something about the Sales of ground Redwood came home in the Year of
Our Lord One thousand Seven hundred and Seventy three but whether
it was belonging to the Original Defendant and Cross Complainant
and Deponent doth not know Account of anything touching the said Original
Defendant and Cross Complainant the said Original Complainant
and Cross Defendant this Deponent knoweth That Venkapatty
Naick Dubash the Captain belonging to one of the China Ships called
this Deponent that he wanted a Parcell of Redwood and Corrygarnee of
which this Deponent went to the House of Permabaty Pallaya
while he was there Venkatasamah Chitty came there was also
employed by the said Comitto Naick to Deponent knoweth and Redwood
they all three went to the Bankshall where the said Redwood was
lying and was sent there by Gregorio Mequel Dabas where Deponent the
said that without Mr Gregorio Mequel Dabas he was forced that he
could not make any Bargain Venkatasamah Chitty was sent to
fetch the said Dubash to the Deponent house this Deponent Comitto
Naick and Permabaty Pallaya he went to the Cost to the aforesaid China
Ships Captain House soon after Venkatasamah Chitty brought Mr
Gregorio

(132)

Madras Judicature

Between Ramen Complainant
& Madras Merchant Original Complainant
and Cross Defendant and
Pullaya the Cross Complainant Merchant
Original Defendant and Cross
Cross Defendant

Depositions of Witnesses taken on the Cross
Examination before the Commissioners for the Cross Suit
Ramen & Pullaya
Thursday the 2nd Day of March 1716 Samuvel
following

(133)

1st ... Interrogatory Thro Deponent saith that he doth know the
Original Complainant and Cross Defendant Ramen in this
Cause and Cross Cause and that he hath so known him these 7 Years or
thereabouts and that he doth also know the Original Defendant and
Cross Complainant Pambatty Pullaya in this Cause and Cross
Cause and that he hath known him four hundred & fifteen Years
Without more or Less as to this Interrogatory

2d ... To the 2d Interrogatory this Deponent saith that he doth know
something about the Sales of one Redwood in Question in this
Cause at one time in the Year of Our Lord one thousand seven hundred
and seventy three but whether it belonged to the Original Defendant
and Cross Complainant and Deponent he cannot say for or against any
of any Claim that by the said Original Defendant and Cross Complainant
to the said Original Complainant and Cross Defendant this Deponent
knows not Captain Cook of the Worcester Indiaman to whom this
Deponent was Dubash told him this Deponent that he was sold
one Redwood and that this Deponent was informed by one
Sellaninga Chitty and Thomas Tarumaka Chitty that Pambatty
Pullaya the Original Defendant and Cross Complainant in this
Cause and Cross Cause and these Deponent Chitty had delivered to Ramen
of this Deponent to sell the said one Sellaninga Chitty and Thomas
Tarumaka Chitty which sold Redwood was lying they accordingly
made Chitty which sold took the said Redwood was lying they accordingly
took him this Deponent to the said Broker at whom this Deponent said
to him this Deponent these told the said Sellaninga Chitty and
Thomas Redwood this Deponent these told the said Sellaninga Chitty and
Thomas Tarumaka Chitty who told the said Broker and these said Sellaninga
that the said Deponent was going to Captain Cook's House and
desired them to know the Owners of the said Redwood there and that he
this Deponent would talk with them, and that the said Broker

did

Mayor's Court at Madraspatnam

Between Gregorio Miguel of Madras Merchant Original Complainant and Cross Defendant and Pembolee Pullayah of Moorsaur Place Merchant Original Defendant and Cross Complainant

On this Part of the Original Complainant and Cross Defendant

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

Mr Joseph Harris of Madras Merchant Aged 42 Years or thereabouts being produced as Witness in this Cause and Cross Cause on the Part of the Original Complainant and Cross Defendant and being on the 4th Day of December 1775 Sworn and Examined Deposeth as follows viz.

To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Gregorio Miguel in this Cause and Cross Cause and that he hath known him thirty four Years or thereabouts

To the second Interrogatory this Deponent saith that he doth also know the Original Defendant and Cross Complainant Pembolee Pullayah in this Cause and Cross Cause and that he hath known him four Years or thereabouts and moreover that to the first Interrogatory

To the third Interrogatory this Deponent saith that he was present and doth know upon Application being made to the Commencement of this Suit by the Original Defendant and Cross Complainant the said Original Complainant and Cross Defendant in this Cause and Cross Cause about two Months ago the Original Complainant and Cross Defendant should withdraw the Original Complainant and Cross Defendant and Cross Complainant did not But that the Original Defendant and Cross Complainant did not offer

(134)

Original Defendant and Cross Complainant Pambolo Pullanahien
this Cause and Cross Cause and that he hath or knows or believes
Three Years — And moreover saith not to this Interrogatory —

7th ——— To the Seventh Interrogatory this Deponent saith that he did to the knowledge of his Application being made since the Commencement of this present
Suit by the Original Defendant and Cross Complainant to the Original
Complainant and Cross Defendant in this Cause and Cross Cause
about withdrawing this present Suit or for the said Original Complaint
and Cross Defendant to withdraw the said Original Suit and that the
said Original Complainant and Cross Defendant said that he would do
provided the said Original Defendant and Cross Complainant would
pay the Costs of Suit in Court Charges which the said Original Defendant
and Cross Complainant refused doing but said that he would furnish
in Return whereof the said Original Complainant and Cross Defendant
signed Bond — But that the said Original Complainant and Cross
Defendant the Original Deponent and moreover saith not
to this or the last Interrogatory —

Jacob Pallaun

J. Welch
Examined

Mayor's Court at
Madrasapatnam

Pallaun Cuppa Mooly of
Madras Merchant Original Complainant
and Cross Defendant and Pambolo
Pullayah of the same Place Merchant
Original Defendant and Cross Complain
ant
On the Part of the Original Complain
ant and Cross Defendant

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

Sworn in my

(139)

Additional Interrogato

11th To be Administered to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Original Complainant and Cross Defendant in certain Cause and Cross Causes Depending and at present before the Hon^ble the Mayors Court at Madraspatnam Wherein Edward Rogers Mogull of Madras Merchant is Original Complainant and Cross Defendant And Pamboley Pullayah of the same Place Merchant is Original Defendant and Cross Complainant

To all the

To Coloor Perumal Chetty
Sarangapa
Hoodookishnan and
Reddy.

You are known there to be and whereof of them You do belong to the above Court and Cross Causes

You are known there to be and whereof of them You do

2. Do Declare & Depose that you know of the Original Defendant and Cross Complainant having gone from the Northward by a Boat to Pyddle in the Month of May which was in the Year of Our Lord One thousand Seven hundred and Seventy three & did not then come to Madras & did not the said Edward Land in the Name of the Original Complainant and Cross Defendant & Did not the said Edward Land there & did not the said Edward come to Madras & did not Some of the Original Complainant and Cross Defendant on Account and by way of Security for what the said Original Defendant and Cross Complainant & the said Original Complainant and Cross Defendant on the said Edward Pay Pagoda in the Cause & Answer & the said Edward which coming the said Madras & did not the said Edward Land in the Name of the said Original Complt & Boat also brought & Land and

Narrations Motions Kistnaw and Reply of the respective Parties
Examinations before and here Cotton Cause and Cross Cause now Depending
and at Issue in the Worshipful the Mayors Court at Madraspatnam wherein
Gregorio Miguel of Madras Merchant is Original Complainant and
Cross Defendant and Pembaler Pullayah of the same Place Merchant
is Original Defendant and Cross Complainant this 2d Day of Feby
Anno Domini 1776

J. Welch
Examiner

Mayor's Court at
Madraspatnam

Between Gregorio Miguel of
Madras Merchant Original Complainant
and Cross Defendant and Pembaler Pulla-
yah of the same Place Merchant Original
Defendant and Cross Complainant
On the Part of the Original Complainant
and Cross Defendant

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

Colonel Permaul Ellay of Madras Merchant Aged 40
Years a Witness produced on his Oath in this Cause on the
Part of the Original Complainant and Cross Defendant and being
sworn and Examined Deposeth as
follows viz.

1st To the First Interrogatory in this Deposition to the best of his Knowledge &c.
Original Complainant and Cross Defendant Gregorio Miguel in
this Cause and Cross Cause and that he hath been known and
Eight Years to the Original
Defendant and Cross Complainant in this Cause and Cross Cause and
that he hath been known to Cross Examine and
Examined in Answer to Cross Interrogatories

2.

Mazor's Court at Madrasspatnam

Between Mazor Original Complainant
& Madras Merchant Original Complainant
and Cross Defendant and Pambotter
Pallava by the name Planter Merchant
Original Defendant and Cross Complainant

On the Part of the Original Complainant
and Cross Defendant

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

Narayana of Madras Labourer Aged 27 Years or thereabouts
being Produced as a Witness in the Cause on the Part of the Original
Complainant and Cross Defendant and being on the 2d Day of Feby
1776 Sworn and Examined Deposeth as follows viz.

To the First Interrogatory this Deponent saith that he doth know of
the Original Defendant and Cross Complainant having receiv'd
Redwood come from the Northward by a Boat to Oyster Bommetoor
in or about the Month of May which was in the Year of Our Lord
1775 and that the said Redwood was Landed in the
Town Aforesaid and that the said Redwood was Landed in the
Name of the Original Complainant and Cross Defendant and by
way of Security for what the said Original Defendant and Cross
Complainant Owed the said Original Complainant and Cross Defend
in the Custom for Redwood so Purchased in this Cause and that the
said Redwood which came in the said Boat was also brought on Land
in the Name of the said Original Complainant and Cross Defendant
for fear any Duty of the said Original Defendant and Cross Complt
should Sieze it and that the Boat and Redwood remained
in

(146)

Mayor's Court
Madraspatnam

Belmen Copies Book
Seaton Merchant Original Complt
and Cross Defendant and Cross
Thomas Rose Merchant Original
Defendant and Cross Complainant

On the Part of the Original Complt
and Cross Defendant

Questions of Interrogatories to be Exhibited
before the Examiner in this Court on the Part of
Belmen Copies Book Seaton Merchant
of the Original Complainant and Cross Defendant and
the 2d Day of February 1776 Sworn and Examined Deposeth
as followeth

1st Interrogatory Let the first Interrogatory by this Deponent saith that he doth
the Original Complainant and Cross Defendant Mr Thomas
Rose Merchant Cross Complainant and that he hath known him
Fifteen Years or thereabouts and that he doth also know the
Original Defendant and Cross Complainant Pumbattee
Pullayah Cross Complainant and that he hath known him
Seven Years or thereabouts And more to this Interrogatory
2d Interrogatory Let the second Interrogatory by this Deponent saith that he doth
the Original Defendant and Cross Complainant having come
from the Northward by Sea to Pallicatt in the Month
of May 1769 which was the Year of Our Lord One Thousand
Seven hundred and Sixty Nine and that the said Thomas
Rose Defendant and that the said Pumbattee Pullayah
Cross Defendant and that the said Original Complt

(147)

Name of the Original Complainant and Cross Defendant and Thomas
and by way of Family for what the said Original Defendant and Cross
Complainant David the said Original Complainant and Cross Defendt
and the Contract for Redwood and Purchase in their Cause and that the said
Redwood which came in the said Boat was also Brought or landed
in the name of the said Original Complainant and Cross Defendant
for fear any thing of the said Original Defendant and Cross Complainants
Creditors should Seize it and that the Boat and Redwood Mentioned
in this Cross Interrogatory produced and shown to him at the time
of his Examination in the same before Alluded to which it belonged to
the said Original Defendant and Cross Complainant and which
Original Defendant and Cross Complainant and Cross
Complainant in the name of the said Original Complainant and Cross
Defendant and Cross Complainant paid and Satisfied for the said Redwood which came in the
and other Cargo having the said Redwood in the said Original Defendant and Cross
said Boat and that the said Original Defendant and Cross Complainant David the said Redwood and more to
Complainant this 2d Interrogatory
and to this or the last Interrogatory

Sworn

F. Wilch
Examiner

Filed Nov 6th Nov 1773

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

Humble Complaining Shew unto this
Hon^ble Court Mary Barbor Spinster and Sarah Cox Maud of
Madras Merchants Administratrix of the Goods and Chattels
and Credits of Gregorio Miguel of the same place Merchant
deceased Administration to the Estate and Effects of the
said

(118)

(119)

Georgeana Megarel and that there are many other Persons Interested

May it Please this Honble Court to Grant unto Your
Orators a Writ of Subpoena to be Issued out of and under the Seal
of this Honble Court Directed to Edward Lambeth Pellatt thereby
Commanding him to be and Appear before this Honble Court at a Certain
Day therein to be Limited and Appointed by this Honble Court there
and there to Answer the Premises and to Stand to and Abide such Order
and Decree therein as to this Honble Court shall Seem Meet

John Wilkes
Attorney for the Complainants

Filed the 1st February 1792

Between Georgeana Megarel of
Madras Merchant Original Complainant
and Cross Defendant and Lambeth Pellatt
the Younger Merchant Original
Defendant and Cross Complainant

Omnium John Johnson of Madras aforesaid
Inhabitant Maketh Oath and Saith that he the Deponent did
on the Sixth Day of this Present Month of February Personally
serve Lambeth Pellatt the Original Defendant and Cross
Complainant above named with an Order made in this Cause and
bearing Date the Third Day of the said Month of
February by leaving the said Order with the said Original
Defendant and Cross Complainant whereby it was Ordered that
the Hearing be Deferred Sine die Saturday the Seventh Day of

Dominique Johnson

Mayor's Court

Madraspatanam

Present

James Call Esquire Mayor
George Smith — John Lucas
George Proctor — Benjamin Roche
George Hasell and Colton Bourchier
Dent — Aldermen

Between Sd. Dominique Johnson Gent. Head of Madras Merchant Executor of the Will and Testament of Hugonin Augustus Bruyeres late Merchant Deceased Original Complainant and Cross Defendant Complainant by Lambert Pallegoix his Attorney of the one part and Original Defendant and Cross Complainant Defendant of the other part

These Causes coming on to be Heard and Debated this Day on the Pleas and of the Attorney for the Original Complainant and Cross Defendant & the Attorney for the Original Defendant having Declined Acting) and Reading the Original Complainants Bill with Translates of Obligations Assignments and an Account thereof Annexed, the Original Defendants Answer the Cross Bill the Replication, the Cross Answer the General Rejoinder, the General Cross Replication, the General Rejoinder, the Interrogatories and Depositions on the Part of the Original Complainant and Cross Defendant with a Receipt Annexed, the Bill of Review, On Hearing the Pleadings Made Mention by the Attorney for the Original Complainant and Cross Defendant and due Consideration had thereon This Court doth Think fit to Order and Decree and doth Accordingly Order and Decree that the Original Defendant shall pay unto the Original Complainant the Sum and Last Sum of Six Hundred and Ninety Star Pagodas Thirty Seven Fanams and Sixty four Cash (Rec.d Star Pagodas Thirty Seven Fanams and Sixty four Cash) Rec.d Sa. Pags. 637.64 Together with a Month's Interest thereon which shall become due thereon until the full Payment thereof to be hereafter Decreed and Ordered and Decree that all Costs of this Suit and Costs of the Order and Decree that the Cross Complainant's Bill do stand Dismissed with Costs

Decreed

Fort St. George 20th June 1771

To the Honble the Mayor's Court at Madraspatanam

The Petition of Henry Du Pre One of the Attorneys of this Honble Court

Shareth

Sheweth That Your Petitioner has been for [illegible] Years
Upwards an Attorney of this Honble Court during which time
Your Petitioner has endeavoured to the best of his Skill and
Ability and that any Improvement in the Practice and
Petitioner having found on the Establishment of the Office of
and Notary were Incorporated in the Public Publick
Legal Commission which Power has been Confirmed by this
Honble Court and from the Duty Your Petitioner has been
an Annuitant

Your Petitioner therefore
Office himself to this Hon
to be admitted a Notary
Premises humbly Hopes
Skill and Endeavours the Good
of the said Office of this Hon
Shall be pleased to Grant

And Your

Dated this 2 Feb 1778 To the Honble the Mayor's Court at Madraspatnam

The humble Petition
of Daniel Shaw one of
the said Court

Sheweth

That Your Petitioner has been for Nine Years in Practice
as an Attorney of this Honble Court; during which time Your Petitioner
has the discharged the Trust Reposed in him to the best of his Skill and
Ability and Your Petitioner understanding that an additional
Notary may be Serviceable to the Publick he therefore most humbly
Solicits the Commission of this Honble Court to Practice as a Notary
Publick and Promises to demean himself in that Capacity to the
best of his Skill and to the Satisfaction of this Honble Court

And Your Petitioner as in

Duty Bound

Shall Ever Pray

Daniel Shaw

To the Honble the Mayor's
Court at Madraspatnam

Dated this 2 Feb 1778

Humbly Complaining Sheweth unto this
Honble Court Your Orator Gideon Smith of Fort Saint George Merchant
that Merchants of Englishmen Inhabitant Stands Indebted unto
Your Orator in the Sum of One hundred and forty
Pagodas Current Money of Madras Making in Sterling Money
of Great Britain at the Rate of Eight Shillings for Every
Pagoda the Sum of Fifty Eight Pounds as will more
fully and at large Appear by Copy of a Mortgage Bond Hereunto and
Your Orator by the said Merchants on the Last the Day of
Court Annexed May

(154)

(155)

Know all Men by these Presents that I Shadrach of
Coupleram and held and firmly bound unto Mr Gideon Fiatt of Madras
Merchant in the Sum of Two hundred and Ninety Star Pagodas
Current at Money of Madras to the Payment whereof well and truly to be
Made to the said Gideon Fiatt his Heirs Executors Administrators or
Assigns I do hereby bind myself my Heirs executors and Administrators
firmly by these Presents. In Witness whereof I Shadrach have hereunto set my
hand and Seal this Madras Mars Fort the day of in the Year of Our
Lord One Thousand Seven hundred and Ninety Seven

Whereas the above bound Shadrach hath this day borrowed and Received of the above
Named Gideon Fiatt the Sum of One hundred and Forty five Star
Pagodas to him the said Shadrach at the Rate of Twelve per Cent p Annum Payable Yearly
for the Use of which Money he the said Shadrach hereby Mortgages and Bills of
Sale of my House situated at Triplicane between the Houses of Ballaram and
Veera Sawmy

Now the Condition of this Obligation is such, that if the above bound
Shadrach his Heirs, Executors Administrators or Assigns, shall well
and truly pay or cause to be paid unto the aforesaid Gideon Fiatt his
Heirs executors Administrators or Assigns, the full and just Sum of
One hundred and Forty five Star Pagodas, together with the Interest
Interest for the same may become due thereupon, then this Obligation
to be Void and of no Effect, Otherwise to remain in full force and
Virtue

Shadrach

Signed Sealed and Delivered
in the Presence of
Lookanayah
and
Rangaya

Jno Cozy
Atty Dis Pty
Attorney for the Complt

(136)

Mayor Court at
Madras
Present
James Call Esquire Mayor
John Lewin } Aldermen
George Inwood }

Between
Lord Edward Hungerford Knight
and Merchant of England
Complainant

The Defendant Hungerford and Wife
lodging their Exceptions to the Complainants Demurrer to the
Defendants Plea and Answer coming on to be heard this Court
Orders and Decrees that the Defendant shall pay unto the
Complainant the full and just Sum of Nine Hundred and fifty
Pagodas Current Money of Madras with Interest
at Twelve per Cent per Annum from the Date hereof
Payment to be made to the Clerk of this Court

Plea

Dated 6th July 1772

To the Honble the Mayor
Court at Madras

(137)

Court Your Orator Damodra Chintargunniah by his Attorney Pascal
Douzono of Madras Inhabitant That Diddy Venkatalu Sawmy Naick of
Triveny place Inhabitant Stands indebted unto Your Orator in the
full and just Sum of Nine Hundred and fifty Pagodas Current Money
of Madras Making in Sterling Money of Great Britain at the
Rate of Eight Shillings for Every Pagoda the Sum of Three Hundred and
Eighty Pounds or thereabouts as Does more particularly and at large
Appear by Copy of the Translation of a Bond or Obligation Given and
Granted unto Your Orator by the said Diddy Venkatalu Sawmy Dated
the Eighth day of March which was in the Year of Our Lord One Thou-
and Seven Hundred and Seventy Seven Pursuant to Warrant for the
Inspection of this Honble Court and 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 Nine Hundred and fifty Pagodas from
the said Diddy Venkatalu Sawmy Naick

But now so it is. May it Please this Honble Court
the said Diddy Venkatalu Sawmy Naick Obstinately and Wilfully
Refuses to pay the same to Your Orator any Manner of Satisfa-
tion Touching the premises Your Orator therefore prays a Genl
Writ of Subpoena to this Honble Court to shall Appear Agreeable to Equity
and Good Conscience To the End thereof that the said Diddy
Venkatalu Sawmy Naick may upon his Corporal Oath full true
Direct and perfect Answer Make to all and Singular the Matters
and things herein before set forth and Alledged as fully 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 Nine
Hundred and fifty Pagodas in Cash with all Such Interest as
shall thereof be Found Due thereon and the Costs of this Suit

Know all Men by these Presents that We Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy all of Madras Inhabitants and Copartners trading under the Firm of Vencatasawmy & Co. are held and firmly bound unto the Honble United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid to be paid to the said Honble United Company their Certain Attorney Successors or Assigns for which Payment well and truly to be made we bind ourselves and each of us in the whole our and each of our Heirs Executors and Administrators firmly by these Presents Sealed with our Seals and dated this Fifteenth day of December in the Year of our Lord One Thousand Seven Hundred and Ninety Eight

Whereas We the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Contracted and Agreed with the said Honble United Company for the Purchase of Certain Goods Wares and Merchandizes and have Covenanted and Agreed for the Payment of the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight as by the Covenants Articles and Agreements of Sale thereof made between the said Parties bearing Date with these Presents may more fully and at large appear Now the Condition of the above written Obligation is such that if the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy their Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said Honble United Company their Certain Attorney Successors or Assigns the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight and the Remaining Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of March One Thousand Seven Hundred and Ninety Nine without Fraud Delay or Further Contention then the above written Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed & Delivered
in the Presence of
Thos. Wm. Webbe
and
Jno. Hodgson

Ramasawmy Vencatasawmy
Vythilingum Vencatasawmy

Memorandum that on the Day and Year within written Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Executed the within Bond or Obligation and have Received the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned

Witness
Thos. Wm. Webbe
and
Jno. Hodgson

Signed
Ramasawmy Vencatasawmy

I Samuel Swinnerton Master Attendant of the Honble United Company's Marine Establishment do hereby Certify that the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned was Received by me

Fort St. George
Master Attendant's Office
15th December 1798

Samuel Swinnerton
Master Attendant

Know all Men by these Presents that We Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy all of Madras Inhabitants in and Copartners trading under the Firm of Vencatasawmy & Co. are held and firmly bound unto Damodra Chentsanniah of the same Place Inhabitant in the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid to be paid to the said Damodra Chentsanniah his Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves and each of us in the whole our and each of our Heirs Executors and Administrators firmly by these Presents Sealed with our Seals and dated this Fifteenth day of December in the Year of our Lord One Thousand Seven Hundred and Ninety Eight

Whereas We the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Contracted and Agreed with the said Damodra Chentsanniah for the Purchase of Certain Goods Wares and Merchandizes and have Covenanted and Agreed for the Payment of the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight as by the Covenants Articles and Agreements of Sale thereof made between the said Parties bearing Date with these Presents may more fully and at large appear Now the Condition of the above written Obligation is such that if the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy their Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said Damodra Chentsanniah his Executors Administrators or Assigns the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight and the Remaining Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of March One Thousand Seven Hundred and Ninety Nine without Fraud Delay or Further Contention then the above written Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed & Delivered
in the Presence of
Thos. Wm. Webbe
and
Jno. Hodgson

Ramasawmy Vencatasawmy
Vythilingum Vencatasawmy

Memorandum that on the Day and Year within written Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Executed the within Bond or Obligation and have Received the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned

Witness
Thos. Wm. Webbe
and
Jno. Hodgson

Signed
Ramasawmy Vencatasawmy

I Samuel Swinnerton Master Attendant of the Honble United Company's Marine Establishment do hereby Certify that the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned was Received by me

Fort St. George
Master Attendant's Office
15th December 1798

Samuel Swinnerton
Master Attendant

Know all Men by these Presents that We Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy all of Madras Inhabitants in and Copartners trading under the Firm of Vencatasawmy & Co. are held and firmly bound unto Damodra Chentsanniah of the same Place Inhabitant in the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid to be paid to the said Damodra Chentsanniah his Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves and each of us in the whole our and each of our Heirs Executors and Administrators firmly by these Presents Sealed with our Seals and dated this Fifteenth day of December in the Year of our Lord One Thousand Seven Hundred and Ninety Eight

Whereas We the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Contracted and Agreed with the said Damodra Chentsanniah for the Purchase of Certain Goods Wares and Merchandizes and have Covenanted and Agreed for the Payment of the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight as by the Covenants Articles and Agreements of Sale thereof made between the said Parties bearing Date with these Presents may more fully and at large appear Now the Condition of the above written Obligation is such that if the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy their Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said Damodra Chentsanniah his Executors Administrators or Assigns the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight and the Remaining Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of March One Thousand Seven Hundred and Ninety Nine without Fraud Delay or Further Contention then the above written Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed & Delivered
in the Presence of
Thos. Wm. Webbe
and
Jno. Hodgson

Ramasawmy Vencatasawmy
Vythilingum Vencatasawmy

Memorandum that on the Day and Year within written Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Executed the within Bond or Obligation and have Received the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned

Witness
Thos. Wm. Webbe
and
Jno. Hodgson

Signed
Ramasawmy Vencatasawmy

I Samuel Swinnerton Master Attendant of the Honble United Company's Marine Establishment do hereby Certify that the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned was Received by me

Fort St. George
Master Attendant's Office
15th December 1798

Samuel Swinnerton
Master Attendant

Know all Men by these Presents that We Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy all of Madras Inhabitants in and Copartners trading under the Firm of Vencatasawmy & Co. are held and firmly bound unto Damodra Chentsanniah of the same Place Inhabitant in the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid to be paid to the said Damodra Chentsanniah his Executors Administrators or Assigns for which Payment well and truly to be made we bind ourselves and each of us in the whole our and each of our Heirs Executors and Administrators firmly by these Presents Sealed with our Seals and dated this Fifteenth day of December in the Year of our Lord One Thousand Seven Hundred and Ninety Eight

Whereas We the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Contracted and Agreed with the said Damodra Chentsanniah for the Purchase of Certain Goods Wares and Merchandizes and have Covenanted and Agreed for the Payment of the Sum of Pagodas Twenty Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight as by the Covenants Articles and Agreements of Sale thereof made between the said Parties bearing Date with these Presents may more fully and at large appear Now the Condition of the above written Obligation is such that if the above bounden Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy their Heirs Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said Damodra Chentsanniah his Executors Administrators or Assigns the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of December One Thousand Seven Hundred and Ninety Eight and the Remaining Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid on the Fifteenth day of March One Thousand Seven Hundred and Ninety Nine without Fraud Delay or Further Contention then the above written Obligation to be void and of none Effect or else to remain in full Force and Virtue

Sealed & Delivered
in the Presence of
Thos. Wm. Webbe
and
Jno. Hodgson

Ramasawmy Vencatasawmy
Vythilingum Vencatasawmy

Memorandum that on the Day and Year within written Ramasawmy Vencatasawmy and Vythilingum Vencatasawmy have Executed the within Bond or Obligation and have Received the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned

Witness
Thos. Wm. Webbe
and
Jno. Hodgson

Signed
Ramasawmy Vencatasawmy

I Samuel Swinnerton Master Attendant of the Honble United Company's Marine Establishment do hereby Certify that the Sum of Pagodas Ten Thousand of Current Money of Madras aforesaid being the First Payment within Mentioned was Received by me

Fort St. George
Master Attendant's Office
15th December 1798

Samuel Swinnerton
Master Attendant

Signed Sealed and Delivered
in the Presence of }

Mayor's Court
Madraspatnam

Tuesday the 2d
Day of
June Anno Domini

Present

James Call Esqre Mayor
John Lewin

Between Damodrah Chittar
an Inhabitant Complainant
of Madras and
Diddy Venkatah Sawany Stirk
of the same place Inhabitant Defendant

The Defendant by his Attorney Mr Daniel
Shewing in Court and Acknowledging the Justness of the Complai-
nants Demand this Court do therefore think fit to Order
and Decree and Do accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and just
Sum of three Hundred and fifty Pagodas of Pag.s 350 ~ ~ /
together with all Costs of Suit and Interest or Damages as shall hereafter become
Due thereon until full Payment be made also all Costs of this Suit

Decree

Filed the 6th July 1778

To the Honble the Mayor
Court at Madraspatnam

Humble Complaining Sheweth unto Your
Honble Court Your Orator Repenavah Chitty Rictnamah Merick by
his Attorney Daniel Damon of Madras Inhabitant that Diddy
Venkatah Sawany Stirk of the same place Inhabitant stands
Indebted unto Your Orator in the Sum of three
Hundred and fifty Pagodas Current Money of Madras Making
in Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of three Hundred Pounds as
more particularly and at large Appears by Copy of
Account

Complainant and further to stand to and abide by such Order and Decree
thereon as to this Honble Court shall seem meet

Hy Du Puy
Attorney for the Complt

Dated 15th September 1777

I Diddy Venkata Sawmy Naick Do give this Obligation
Bond to Kistnamah Chitty Kistnamah Naick and acknowledge Receiving
Seven Hundred and fifty Pagodas Current Money of Madras which
Sum I Promise to pay him or his Order with Interest at the Rate of Nine
per Cent per Annum Witness Celichilla Venkiah and
Sadagopiah

Witnesses
Celichilla Venkiah
and
Sadagopiah

Signed
Diddy Venkata Sawmy Naick

A true Translation as Near as Can be from the Original
Tamul Language by Sadagopiah Sworn Court Interpreter

Hy Du Puy
Attorney for the Complt

Know all Men by these Presents that I Diddy Venkata Sawmy Naick of Madras
Gentoo Native Do by this my Bond or Obligation Bearing Date the
Inhabitant Do Bind myself my Heirs Executors and Administrators
fifteenth Day of September which was in the Year of Our Lord One
Thousand

Allowance whereby Him shall & lawfully do and his governors the said Respa
ctable Chitty Rettawaly Naick Do thereby Allow and Assume and
each Chitty Rettawaly Naick Dotty Covenant with the
the said Respectable Chitty Rettawaly Naick Dotty Covenant with the
said Pascal Dawson that the said Respectable Chitty Rettawaly
Naick shall and will Pay unto the said Pascal Dawson
to become Due and the said Bond or Obligation or any part thereof
Neither shall or will Release or Discharge the same or any part
thereof but will Own and Allow of all Lawfull Proceedings for
Recovery thereof by the said Pascal Dawson saving the said Respectable
Chitty Rettawaly Naick harmless of and from any Costs that may
happen to come thereby — In Witness whereof the said Respectable
Chitty Rettawaly Naick hath hereunto Set his Hand and
Seal Dated Madras this Sixth Day of February in the Year of Our Lord
One Thousand Seven hundred and Seventy Eight —

Signed Sealed and Delivered
in the Presence of

Mayor's Court
Madras 6th February

Tuesday the 10th Day of February
Anno Domini 1778

Present

James Hall Esquire Mayor
John Turing and George Taswell
Aldermen

Between

Between

Plaintiff

and

Defendant

The Defendant by his Attorney

Demurr to the Bill and for Cause of Demurrer shews that the Plaintiff hath not by his Bill made such Parties thereto as he ought to have done for the full Discovery and Relief touching the Matters therein mentioned and that the Plaintiff hath not by his Bill set forth any Equity sufficient to oblige this Defendant to make any Discovery or Answer to the said Bill and this Defendant doth demand the Judgment of this Court whether he shall be compelled to make any further or other Answer to the said Bill than he hath already made and he prays to be hence dismissed with his reasonable Costs in this behalf sustained

Plea

Feb.y 8th 1771

To the Honble the Mayor Court at Madrasapatnam

Humbly complaining Shew unto your Honours your Orator [illegible] of Madras Merchant by his Attorney [illegible] of the same Place Merchant that Pellamboo [illegible] the full and just Sum of One Hundred and Two Pagodas Money of Madras Weight and Standard [illegible] Shillings for Cotton Yarn sold and delivered by your Orator to the said Pellamboo at his Request on the [illegible] Day of [illegible] 1770 and which Sum of One Hundred and Two Pagodas the said Pellamboo hath [illegible] to pay your Orator although often requested so to do

Pounds as will more fully and at large appear by a Counterpart of a Mortgage Bond or Obligation and Copy of an Assignment with a Power of Attorney hereunto Annexed for the Inspection of this Honble Court and which Instruments your Orator prays may be admitted as part of this his Bill of Complt The Original Mortgage Bond and an Assignment with Power of Attorney being in your Orators Attorney's Custody and ready to be produced for the Inspections of this Honble Court if required and your Orator further shewing unto this Honble Court that he hath frequently and in an amicable Manner Requested Payment from the said Pellamboo of the said Sum of One Hundred and Two Pagodas

Pellamboo

Court the said Pellamboo Distinctly and Methodically Discover to your Orator any Matter or Matters touching the Premises or to your Orator's Equity thereto and Relief in the Premises such as to Your Orator shall seem meet May it please this Honble Court to Grant unto your Orator His Majesty's Most Gracious Writ of Subpœna to be directed to the said Pellamboo thereby and thereunder Commanding him at a certain Time and under a certain Pain therein to be limited personally to be and appear before this Honble Court then and there to Answer the Premises and to Stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet and your Orator shall pray

And your Orator as in Duty bound will ever pray &c

Subpœna

Let a Writ of Subpœna issue returnable forthwith

Feb.y 8th 1771

Let a Writ of Subpœna issue returnable on the 15th Instant

Feb.y 8th 1771

Let a Writ of Subpœna issue returnable on the 22d Instant

Feb.y 15th 1771

Let a Writ of Subpœna issue returnable on the 1st March next

Feb.y 22d 1771

Let a Writ of Subpœna issue returnable on the 8th March next

March 1st 1771

Let a Writ of Subpœna issue returnable on the 15th March next

March 8th 1771

Let a Writ of Subpœna issue returnable on the 22d March next

March 15th 1771

Let a Writ of Subpœna issue returnable on the 29th March next

March 22d 1771

Let a Writ of Subpœna issue returnable on the 5th April next

March 29th 1771

Let a Writ of Subpœna issue returnable on the 12th April next

April 5th 1771

Let a Writ of Subpœna issue returnable on the 19th April next

April 12th 1771

Let a Writ of Subpœna issue returnable on the 26th April next

April 19th 1771

Let a Writ of Subpœna issue returnable on the 3d May next

April 26th 1771

Let a Writ of Subpœna issue returnable on the 10th May next

May 3d 1771

Let a Writ of Subpœna issue returnable on the 17th May next

May 10th 1771

Let a Writ of Subpœna issue returnable on the 24th May next

May 17th 1771

Let a Writ of Subpœna issue returnable on the 31st May next

May 24th 1771

Let a Writ of Subpœna issue returnable on the 7th June next

May 31st 1771

Let a Writ of Subpœna issue returnable on the 14th June next

June 7th 1771

Let a Writ of Subpœna issue returnable on the 21st June next

June 14th 1771

Let a Writ of Subpœna issue returnable on the 28th June next

June 21st 1771

Let a Writ of Subpœna issue returnable on the 5th July next

June 28th 1771

Let a Writ of Subpœna issue returnable on the 12th July next

July 5th 1771

Let a Writ of Subpœna issue returnable on the 19th July next

July 12th 1771

Let a Writ of Subpœna issue returnable on the 26th July next

July 19th 1771

Let a Writ of Subpœna issue returnable on the 2d August next

July 26th 1771

Let a Writ of Subpœna issue returnable on the 9th August next

August 2d 1771

Let a Writ of Subpœna issue returnable on the 16th August next

August 9th 1771

Let a Writ of Subpœna issue returnable on the 23d August next

August 16th 1771

Let a Writ of Subpœna issue returnable on the 30th August next

August 23d 1771

Let a Writ of Subpœna issue returnable on the 6th September next

August 30th 1771

Let a Writ of Subpœna issue returnable on the 13th September next

September 6th 1771

Let a Writ of Subpœna issue returnable on the 20th September next

September 13th 1771

Let a Writ of Subpœna issue returnable on the 27th September next

September 20th 1771

Let a Writ of Subpœna issue returnable on the 4th October next

September 27th 1771

Let a Writ of Subpœna issue returnable on the 11th October next

October 4th 1771

Let a Writ of Subpœna issue returnable on the 18th October next

October 11th 1771

Let a Writ of Subpœna issue returnable on the 25th October next

October 18th 1771

Let a Writ of Subpœna issue returnable on the 1st November next

October 25th 1771

Let a Writ of Subpœna issue returnable on the 8th November next

November 1st 1771

Let a Writ of Subpœna issue returnable on the 15th November next

November 8th 1771

Let a Writ of Subpœna issue returnable on the 22d November next

November 15th 1771

Let a Writ of Subpœna issue returnable on the 29th November next

November 22d 1771

Let a Writ of Subpœna issue returnable on the 6th December next

November 29th 1771

Let a Writ of Subpœna issue returnable on the 13th December next

December 6th 1771

Let a Writ of Subpœna issue returnable on the 20th December next

December 13th 1771

Let a Writ of Subpœna issue returnable on the 27th December next

December 20th 1771

Let a Writ of Subpœna issue returnable on the 3d January next

December 27th 1771

Let a Writ of Subpœna issue returnable on the 10th January next

January 3d 1772

Let a Writ of Subpœna issue returnable on the 17th January next

January 10th 1772

Let a Writ of Subpœna issue returnable on the 24th January next

January 17th 1772

Let a Writ of Subpœna issue returnable on the 31st January next

January 24th 1772

Let a Writ of Subpœna issue returnable on the 7th February next

January 31st 1772

Let a Writ of Subpœna issue returnable on the 14th February next

February 7th 1772

Let a Writ of Subpœna issue returnable on the 21st February next

February 14th 1772

Let a Writ of Subpœna issue returnable on the 28th February next

February 21st 1772

Let a Writ of Subpœna issue returnable on the 6th March next

February 28th 1772

Let a Writ of Subpœna issue returnable on the 13th March next

March 6th 1772

Let a Writ of Subpœna issue returnable on the 20th March next

March 13th 1772

Let a Writ of Subpœna issue returnable on the 27th March next

March 20th 1772

Let a Writ of Subpœna issue returnable on the 3d April next

March 27th 1772

Let a Writ of Subpœna issue returnable on the 10th April next

April 3d 1772

Let a Writ of Subpœna issue returnable on the 17th April next

April 10th 1772

Let a Writ of Subpœna issue returnable on the 24th April next

April 17th 1772

Let a Writ of Subpœna issue returnable on the 1st May next

April 24th 1772

Let a Writ of Subpœna issue returnable on the 8th May next

May 1st 1772

Let a Writ of Subpœna issue returnable on the 15th May next

May 8th 1772

Let a Writ of Subpœna issue returnable on the 22d May next

May 15th 1772

Let a Writ of Subpœna issue returnable on the 29th May next

May 22d 1772

Let a Writ of Subpœna issue returnable on the 5th June next

May 29th 1772

Let a Writ of Subpœna issue returnable on the 12th June next

June 5th 1772

Let a Writ of Subpœna issue returnable on the 19th June next

June 12th 1772

Let a Writ of Subpœna issue returnable on the 26th June next

June 19th 1772

Let a Writ of Subpœna issue returnable on the 3d July next

June 26th 1772

Let a Writ of Subpœna issue returnable on the 10th July next

July 3d 1772

Let a Writ of Subpœna issue returnable on the 17th July next

July 10th 1772

Let a Writ of Subpœna issue returnable on the 24th July next

July 17th 1772

Let a Writ of Subpœna issue returnable on the 31st July next

July 24th 1772

Let a Writ of Subpœna issue returnable on the 7th August next

July 31st 1772

Let a Writ of Subpœna issue returnable on the 14th August next

August 7th 1772

Let a Writ of Subpœna issue returnable on the 21st August next

August 14th 1772

Let a Writ of Subpœna issue returnable on the 28th August next

August 21st 1772

Let a Writ of Subpœna issue returnable on the 4th September next

August 28th 1772

Let a Writ of Subpœna issue returnable on the 11th September next

September 4th 1772

Let a Writ of Subpœna issue returnable on the 18th September next

September 11th 1772

Let a Writ of Subpœna issue returnable on the 25th September next

September 18th 1772

Let a Writ of Subpœna issue returnable on the 2d October next

September 25th 1772

Let a Writ of Subpœna issue returnable on the 9th October next

October 2d 1772

Let a Writ of Subpœna issue returnable on the 16th October next

October 9th 1772

Let a Writ of Subpœna issue returnable on the 23d October next

October 16th 1772

Let a Writ of Subpœna issue returnable on the 30th October next

October 23d 1772

Let a Writ of Subpœna issue returnable on the 6th November next

October 30th 1772

Let a Writ of Subpœna issue returnable on the 13th November next

November 6th 1772

Let a Writ of Subpœna issue returnable on the 20th November next

November 13th 1772

Let a Writ of Subpœna issue returnable on the 27th November next

November 20th 1772

Let a Writ of Subpœna issue returnable on the 4th December next

November 27th 1772

Let a Writ of Subpœna issue returnable on the 11th December next

December 4th 1772

Let a Writ of Subpœna issue returnable on the 18th December next

December 11th 1772

Let a Writ of Subpœna issue returnable on the 25th December next

December 18th 1772

Let a Writ of Subpœna issue returnable on the 1st January next

December 25th 1772

Let a Writ of Subpœna issue returnable on the 8th January next

January 1st 1773

Let a Writ of Subpœna issue returnable on the 15th January next

January 8th 1773

Let a Writ of Subpœna issue returnable on the 22d January next

January 15th 1773

Let a Writ of Subpœna issue returnable on the 29th January next

January 22d 1773

Let a Writ of Subpœna issue returnable on the 5th February next

January 29th 1773

Let a Writ of Subpœna issue returnable on the 12th February next

February 5th 1773

Let a Writ of Subpœna issue returnable on the 19th February next

February 12th 1773

Let a Writ of Subpœna issue returnable on the 26th February next

February 19th 1773

Let a Writ of Subpœna issue returnable on the 5th March next

February 26th 1773

Let a Writ of Subpœna issue returnable on the 12th March next

March 5th 1773

Let a Writ of Subpœna issue returnable on the 19th March next

March 12th 1773

Let a Writ of Subpœna issue returnable on the 26th March next

March 19th 1773

Let a Writ of Subpœna issue returnable on the 2d April next

March 26th 1773

Let a Writ of Subpœna issue returnable on the 9th April next

April 2d 1773

Let a Writ of Subpœna issue returnable on the 16th April next

April 9th 1773

Let a Writ of Subpœna issue returnable on the 23d April next

April 16th 1773

Let a Writ of Subpœna issue returnable on the 30th April next

April 23d 1773

Let a Writ of Subpœna issue returnable on the 7th May next

April 30th 1773

Let a Writ of Subpœna issue returnable on the 14th May next

May 7th 1773

Let a Writ of Subpœna issue returnable on the 21st May next

May 14th 1773

Let a Writ of Subpœna issue returnable on the 28th May next

May 21st 1773

Let a Writ of Subpœna issue returnable on the 4th June next

May 28th 1773

Let a Writ of Subpœna issue returnable on the 11th June next

June 4th 1773

Let a Writ of Subpœna issue returnable on the 18th June next

June 11th 1773

Let a Writ of Subpœna issue returnable on the 25th June next

June 18th 1773

Let a Writ of Subpœna issue returnable on the 2d July next

June 25th 1773

Let a Writ of Subpœna issue returnable on the 9th July next

July 2d 1773

Let a Writ of Subpœna issue returnable on the 16th July next

July 9th 1773

Let a Writ of Subpœna issue returnable on the 23d July next

July 16th 1773

Let a Writ of Subpœna issue returnable on the 30th July next

July 23d 1773

Let a Writ of Subpœna issue returnable on the 6th August next

July 30th 1773

Let a Writ of Subpœna issue returnable on the 13th August next

August 6th 1773

Let a Writ of Subpœna issue returnable on the 20th August next

August 13th 1773

Let a Writ of Subpœna issue returnable on the 27th August next

August 20th 1773

Let a Writ of Subpœna issue returnable on the 3d September next

August 27th 1773

Let a Writ of Subpœna issue returnable on the 10th September next

September 3d 1773

Let a Writ of Subpœna issue returnable on the 17th September next

September 10th 1773

Let a Writ of Subpœna issue returnable on the 24th September next

September 17th 1773

Let a Writ of Subpœna issue returnable on the 1st October next

September 24th 1773

Let a Writ of Subpœna issue returnable on the 8th October next

October 1st 1773

Let a Writ of Subpœna issue returnable on the 15th October next

October 8th 1773

Let a Writ of Subpœna issue returnable on the 22d October next

October 15th 1773

Let a Writ of Subpœna issue returnable on the 29th October next

October 22d 1773

Let a Writ of Subpœna issue returnable on the 5th November next

October 29th 1773

Let a Writ of Subpœna issue returnable on the 12th November next

November 5th 1773

Let a Writ of Subpœna issue returnable on the 19th November next

November 12th 1773

Let a Writ of Subpœna issue returnable on the 26th November next

November 19th 1773

Let a Writ of Subpœna issue returnable on the 3d December next

November 26th 1773

Let a Writ of Subpœna issue returnable on the 10th December next

December 3d 1773

Let a Writ of Subpœna issue returnable on the 17th December next

December 10th 1773

Let a Writ of Subpœna issue returnable on the 24th December next

December 17th 1773

Let a Writ of Subpœna issue returnable on the 31st December next

December 24th 1773

Let a Writ of Subpœna issue returnable on the 7th January next

December 31st 1773

Let a Writ of Subpœna issue returnable on the 14th January next

January 7th 1774

Let a Writ of Subpœna issue returnable on the 21st January next

January 14th 1774

Let a Writ of Subpœna issue returnable on the 28th January next

January 21st 1774

Let a Writ of Subpœna issue returnable on the 4th February next

January 28th 1774

Let a Writ of Subpœna issue returnable on the 11th February next

February 4th 1774

Let a Writ of Subpœna issue returnable on the 18th February next

February 11th 1774

Let a Writ of Subpœna issue returnable on the 25th February next

February 18th 1774

Let a Writ of Subpœna issue returnable on the 4th March next

February 25th 1774

Let a Writ of Subpœna issue returnable on the 11th March next

March 4th 1774

Let a Writ of Subpœna issue returnable on the 18th March next

March 11th 1774

Let a Writ of Subpœna issue returnable on the 25th March next

March 18th 1774

Let a Writ of Subpœna issue returnable on the 1st April next

March 25th 1774

Let a Writ of Subpœna issue returnable on the 8th April next

April 1st 1774

Let a Writ of Subpœna issue returnable on the 15th April next

April 8th 1774

Let a Writ of Subpœna issue returnable on the 22d April next

April 15th 1774

Let a Writ of Subpœna issue returnable on the 29th April next

April 22d 1774

Let a Writ of Subpœna issue returnable on the 6th May next

April 29th 1774

Let a Writ of Subpœna issue returnable on the 13th May next

May 6th 1774

Let a Writ of Subpœna issue returnable on the 20th May next

May 13th 1774

Let a Writ of Subpœna issue returnable on the 27th May next

May 20th 1774

Let a Writ of Subpœna issue returnable on the 3d June next

May 27th 1774

Let a Writ of Subpœna issue returnable on the 10th June next

June 3d 1774

Let a Writ of Subpœna issue returnable on the 17th June next

June 10th 1774

Let a Writ of Subpœna issue returnable on the 24th June next

June 17th 1774

Let a Writ of Subpœna issue returnable on the 1st July next

June 24th 1774

Let a Writ of Subpœna issue returnable on the 8th July next

July 1st 1774

Let a Writ of Subpœna issue returnable on the 15th July next

July 8th 1774

Let a Writ of Subpœna issue returnable on the 22d July next

July 15th 1774

Let a Writ of Subpœna issue returnable on the 29th July next

July 22d 1774

Let a Writ of Subpœna issue returnable on the 5th August next

July 29th 1774

Let a Writ of Subpœna issue returnable on the 12th August next

August 5th 1774

Let a Writ of Subpœna issue returnable on the 19th August next

August 12th 1774

Let a Writ of Subpœna issue returnable on the 26th August next

August 19th 1774

Let a Writ of Subpœna issue returnable on the 2d September next

August 26th 1774

Let a Writ of Subpœna issue returnable on the 9th September next

September 2d 1774

Let a Writ of Subpœna issue returnable on the 16th September next

September 9th 1774

Let a Writ of Subpœna issue returnable on the 23d September next

September 16th 1774

Let a Writ of Subpœna issue returnable on the 30th September next

September 23d 1774

Let a Writ of Subpœna issue returnable on the 7th October next

September 30th 1774

Let a Writ of Subpœna issue returnable on the 14th October next

October 7th 1774

Let a Writ of Subpœna issue returnable on the 21st October next

October 14th 1774

Let a Writ of Subpœna issue returnable on the 28th October next

October 21st 1774

Let a Writ of Subpœna issue returnable on the 4th November next

October 28th 1774

Let a Writ of Subpœna issue returnable on the 11th November next

November 4th 1774

Let a Writ of Subpœna issue returnable on the 18th November next

November 11th 1774

Let a Writ of Subpœna issue returnable on the 25th November next

November 18th 1774

Let a Writ of Subpœna issue returnable on the 2d December next

November 25th 1774

Let a Writ of Subpœna issue returnable on the 9th December next

December 2d 1774

Let a Writ of Subpœna issue returnable on the 16th December next

December 9th 1774

Let a Writ of Subpœna issue returnable on the 23d December next

December 16th 1774

Let a Writ of Subpœna issue returnable on the 30th December next

December 23d 1774

Let a Writ of Subpœna issue returnable on the 6th January next

December 30th 1774

Let a Writ of Subpœna issue returnable on the 13th January next

January 6th 1775

Let a Writ of Subpœna issue returnable on the 20th January next

January 13th 1775

Let a Writ of Subpœna issue returnable on the 27th January next

January 20th 1775

Let a Writ of Subpœna issue returnable on the 3d February next

January 27th 1775

Let a Writ of Subpœna issue returnable on the 10th February next

February 3d 1775

Let a Writ of Subpœna issue returnable on the 17th February next

February 10th 1775

Let a Writ of Subpœna issue returnable on the 24th February next

February 17th 1775

Let a Writ of Subpœna issue returnable on the 3d March next

February 24th 1775

Let a Writ of Subpœna issue returnable on the 10th March next

March 3d 1775

Let a Writ of Subpœna issue returnable on the 17th March next

March 10th 1775

Let a Writ of Subpœna issue returnable on the 24th March next

March 17th 1775

Let a Writ of Subpœna issue returnable on the 31st March next

March 24th 1775

Let a Writ of Subpœna issue returnable on the 7th April next

March 31st 1775

Let a Writ of Subpœna issue returnable on the 14th April next

April 7th 1775

Let a Writ of Subpœna issue returnable on the 21st April next

April 14th 1775

Let a Writ of Subpœna issue returnable on the 28th April next

April 21st 1775

Let a Writ of Subpœna issue returnable on the 5th May next

April 28th 1775

Let a Writ of Subpœna issue returnable on the 12th May next

May 5th 1775

Let a Writ of Subpœna issue returnable on the 19th May next

May 12th 1775

Let a Writ of Subpœna issue returnable on the 26th May next

May 19th 1775

Let a Writ of Subpœna issue returnable on the 2d June next

May 26th 1775

Let a Writ of Subpœna issue returnable on the 9th June next

June 2d 1775

Let a Writ of Subpœna issue returnable on the 16th June next

June 9th 1775

Let a Writ of Subpœna issue returnable on the 23d June next

June 16th 1775

Let a Writ of Subpœna issue returnable on the 30th June next

June 23d 1775

Let a Writ of Subpœna issue returnable on the 7th July next

June 30th 1775

Let a Writ of Subpœna issue returnable on the 14th July next

July 7th 1775

Let a Writ of Subpœna issue returnable on the 21st July next

July 14th 1775

Let a Writ of Subpœna issue returnable on the 28th July next

July 21st 1775

Let a Writ of Subpœna issue returnable on the 4th August next

July 28th 1775

Let a Writ of Subpœna issue returnable on the 11th August next

August 4th 1775

Let a Writ of Subpœna issue returnable on the 18th August next

August 11th 1775

Let a Writ of Subpœna issue returnable on the 25th August next

August 18th 1775

Let a Writ of Subpœna issue returnable on the 1st September next

August 25th 1775

Let a Writ of Subpœna issue returnable on the 8th September next

September 1st 1775

Let a Writ of Subpœna issue returnable on the 15th September next

September 8th 1775

Let a Writ of Subpœna issue returnable on the 22d September next

September 15th 1775

Let a Writ of Subpœna issue returnable on the 29th September next

September 22d 1775

Let a Writ of Subpœna issue returnable on the 6th October next

September 29th 1775

Let a Writ of Subpœna issue returnable on the 13th October next

October 6th 1775

Let a Writ of Subpœna issue returnable on the 20th October next

October 13th 1775

Let a Writ of Subpœna issue returnable on the 27th October next

October 20th 1775

Let a Writ of Subpœna issue returnable on the 3d November next

October 27th 1775

Let a Writ of Subpœna issue returnable on the 10th November next

November 3d 1775

Let a Writ of Subpœna issue returnable on the 17th November next

November 10th 1775

Let a Writ of Subpœna issue returnable on the 24th November next

November 17th 1775

Let a Writ of Subpœna issue returnable on the 1st December next

November 24th 1775

Let a Writ of Subpœna issue returnable on the 8th December next

December 1st 1775

Let a Writ of Subpœna issue returnable on the 15th December next

December 8th 1775

Let a Writ of Subpœna issue returnable on the 22d December next

December 15th 1775

Let a Writ of Subpœna issue returnable on the 29th December next

December 22d 1775

Let a Writ of Subpœna issue returnable on the 5th January next

December 29th 1775

Let a Writ of Subpœna issue returnable on the 12th January next

January 5th 1776

Let a Writ of Subpœna issue returnable on the 19th January next

January 12th 1776

Let a Writ of Subpœna issue returnable on the 26th January next

January 19th 1776

Let a Writ of Subpœna issue returnable on the 2d February next

January 26th 1776

Let a Writ of Subpœna issue returnable on the 9th February next

February 2d 1776

Let a Writ of Subpœna issue returnable on the 16th February next

February 9th 1776

Let a Writ of Subpœna issue returnable on the 23d February next

February 16th 1776

Let a Writ of Subpœna issue returnable on the 1st March next

February 23d 1776

Let a Writ of Subpœna issue returnable on the 8th March next

March 1st 1776

Let a Writ of Subpœna issue returnable on the 15th March next

March 8th 1776

Let a Writ of Subpœna issue returnable on the 22d March next

March 15th 1776

Let a Writ of Subpœna issue returnable on the 29th March next

March 22d 1776

Let a Writ of Subpœna issue returnable on the 5th April next

March 29th 1776

Let a Writ of Subpœna issue returnable on the 12th April next

April 5th 1776

Let a Writ of Subpœna issue returnable on the 19th April next

April 12th 1776

Let a Writ of Subpœna issue returnable on the 26th April next

April 19th 1776

Let a Writ of Subpœna issue returnable on the 3d May next

April 26th 1776

Let a Writ of Subpœna issue returnable on the 10th May next

May 3d 1776

Let a Writ of Subpœna issue returnable on the 17th May next

May 10th 1776

Let a Writ of Subpœna issue returnable on the 24th May next

May 17th 1776

Let a Writ of Subpœna issue returnable on the 31st May next

May 24th 1776

Let a Writ of Subpœna issue returnable on the 7th June next

May 31st 1776

Let a Writ of Subpœna issue returnable on the 14th June next

June 7th 1776

Let a Writ of Subpœna issue returnable on the 21st June next

June 14th 1776

Let a Writ of Subpœna issue returnable on the 28th June next

June 21st 1776

Let a Writ of Subpœna issue returnable on the 5th July next

June 28th 1776

Let a Writ of Subpœna issue returnable on the 12th July next

July 5th 1776

Let a Writ of Subpœna issue returnable on the 19th July next

July 12th 1776

Let a Writ of Subpœna issue returnable on the 26th July next

July 19th 1776

Let a Writ of Subpœna issue returnable on the 2d August next

July 26th 1776

Let a Writ of Subpœna issue returnable on the 9th August next

August 2d 1776

Let a Writ of Subpœna issue returnable on the 16th August next

August 9th 1776

Let a Writ of Subpœna issue returnable on the 23d August next

August 16th 1776

Let a Writ of Subpœna issue returnable on the 30th August next

August 23d 1776

Let a Writ of Subpœna issue returnable on the 6th September next

August 30th 1776

Let a Writ of Subpœna issue returnable on the 13th September next

September 6th 1776

Let a Writ of Subpœna issue returnable on the 20th September next

September 13th 1776

Let a Writ of Subpœna issue returnable on the 27th September next

September 20th 1776

Let a Writ of Subpœna issue returnable on the 4th October next

September 27th 1776

Let a Writ of Subpœna issue returnable on the 11th October next

October 4th 1776

Let a Writ of Subpœna issue returnable on the 18th October next

October 11th 1776

Let a Writ of Subpœna issue returnable on the 25th October next

October 18th 1776

Let a Writ of Subpœna issue returnable on the 1st November next

October 25th 1776

Let a Writ of Subpœna issue returnable on the 8th November next

November 1st 1776

Let a Writ of Subpœna issue returnable on the 15th November next

November 8th 1776

Let a Writ of Subpœna issue returnable on the 22d November next

November 15th 1776

Let a Writ of Subpœna issue returnable on the 29th November next

November 22d 1776

Let a Writ of Subpœna issue returnable on the 6th December next

November 29th 1776

Let a Writ of Subpœna issue returnable on the 13th December next

December 6th 1776

Let a Writ of Subpœna issue returnable on the 20th December next

December 13th 1776

Let a Writ of Subpœna issue returnable on the 27th December next

December 20th 1776

Let a Writ of Subpœna issue returnable on the 3d January next

December 27th 1776

Let a Writ of Subpœna issue returnable on the 10th January next

January 3d 1777

Let a Writ of Subpœna issue returnable on the 17th January next

January 10th 1777

Let a Writ of Subpœna issue returnable on the 24th January next

January 17th 1777

Let a Writ of Subpœna issue returnable on the 31st January next

January 24th 1777

Let a Writ of Subpœna issue returnable on the 7th February next

January 31st 1777

Let a Writ of Subpœna issue returnable on the 14th February next

February 7th 1777

Let a Writ of Subpœna issue returnable on the 21st February next

February 14th 1777

Let a Writ of Subpœna issue returnable on the 28th February next

February 21st 1777

Let a Writ of Subpœna issue returnable on the 6th March next

February 28th 1777

Let a Writ of Subpœna issue returnable on the 13th March next

March 6th 1777

Let a Writ of Subpœna issue returnable on the 20th March next

March 13th 1777

Let a Writ of Subpœna issue returnable on the 27th March next

March 20th 1777

Let a Writ of Subpœna issue returnable on the 3d April next

March 27th 1777

Let a Writ of Subpœna issue returnable on the 10th April next

April 3d 1777

Let a Writ of Subpœna issue returnable on the 17th April next

April 10th 1777

Let a Writ of Subpœna issue returnable on the 24th April next

April 17th 1777

Let a Writ of Subpœna issue returnable on the 1st May next

April 24th 1777

Let a Writ of Subpœna issue returnable on the 8th May next

May 1st 1777

Let a Writ of Subpœna issue returnable on the 15th May next

May 8th 1777

Let a Writ of Subpœna issue returnable on the 22d May next

May 15th 1777

Let a Writ of Subpœna issue returnable on the 29th May next

May 22d 1777

Let a Writ of Subpœna issue returnable on the 5th June next

May 29th 1777

Let a Writ of Subpœna issue returnable on the 12th June next

June 5th 1777

Let a Writ of Subpœna issue returnable on the 19th June next

June 12th 1777

Let a Writ of Subpœna issue returnable on the 26th June next

June 19th 1777

Let a Writ of Subpœna issue returnable on the 3d July next

June 26th 1777

Let a Writ of Subpœna issue returnable on the 10th July next

July 3d 1777

Let a Writ of Subpœna issue returnable on the 17th July next

July 10th 1777

Let a Writ of Subpœna issue returnable on the 24th July next

July 17th 1777

Let a Writ of Subpœna issue returnable on the 31st July next

July 24th 1777

Let a Writ of Subpœna issue returnable on the 7th August next

July 31st 1777

Let a Writ of Subpœna issue returnable on the 14th August next

August 7th 1777

Let a Writ of Subpœna issue returnable on the 21st August next

August 14th 1777

Let a Writ of Subpœna issue returnable on the 28th August next

August 21st 1777

Let a Writ of Subpœna issue returnable on the 4th September next

August 28th 1777

Let a Writ of Subpœna issue returnable on the 11th September next

September 4th 1777

Let a Writ of Subpœna issue returnable on the 18th September next

September 11th 1777

Let a Writ of Subpœna issue returnable on the 25th September next

September 18th 1777

Let a Writ of Subpœna issue returnable on the 2d October next

September 25th 1777

Let a Writ of Subpœna issue returnable on the 9th October next

October 2d 1777

Let a Writ of Subpœna issue returnable on the 16th October next

October 9th 1777

Let a Writ of Subpœna issue returnable on the 23d October next

October 16th 1777

Let a Writ of Subpœna issue returnable on the 30th October next

October 23d 1777

Let a Writ of Subpœna issue returnable on the 6th November next

October 30th 1777

Let a Writ of Subpœna issue returnable on the 13th November next

November 6th 1777

Let a Writ of Subpœna issue returnable on the 20th November next

November 13th 1777

Let a Writ of Subpœna issue returnable on the 27th November next

November 20th 1777

Let a Writ of Subpœna issue returnable on the 4th December next

November 27th 1777

Let a Writ of Subpœna issue returnable on the 11th December next

December 4th 1777

Let a Writ of Subpœna issue returnable on the 18th December next

December 11th 1777

Let a Writ of Subpœna issue returnable on the 25th December next

December 18th 1777

Let a Writ of Subpœna issue returnable on the 1st January next

December 25th 1777

Let a Writ of Subpœna issue returnable on the 8th January next

January 1st 1778

Let a Writ of Subpœna issue returnable on the 15th January next

January 8th 1778

Let a Writ of Subpœna issue returnable on the 22d January next

January 15th 1778

Let a Writ of Subpœna issue returnable on the 29th January next

January 22d 1778

Let a Writ of Subpœna issue returnable on the 5th February next

January 29th 1778

Let a Writ of Subpœna issue returnable on the 12th February next

February 5th 1778

Let a Writ of Subpœna issue returnable on the 19th February next

February 12th 1778

Let a Writ of Subpœna issue returnable on the 26th February next

February 19th 1778

Let a Writ of Subpœna issue returnable on the 5th March next

February 26th 1778

Let a Writ of Subpœna issue returnable on the 12th March next

March 5th 1778

Let a Writ of Subpœna issue returnable on the 19th March next

March 12th 1778

Let a Writ of Subpœna issue returnable on the 26th March next

March 19th 1778

Let a Writ of Subpœna issue returnable on the 2d April next

March 26th 1778

Let a Writ of Subpœna issue returnable on the 9th April next

April 2d 1778

Let a Writ of Subpœna issue returnable on the 16th April next

April 9th 1778

Let a Writ of Subpœna issue returnable on the 23d April next

April 16th 1778

Let a Writ of Subpœna issue returnable on the 30th April next

April 23d 1778

Let a Writ of Subpœna issue returnable on the 7th May next

April 30th 1778

Let a Writ of Subpœna issue returnable on the 14th May next

May 7th 1778

Let a Writ of Subpœna issue returnable on the 21st May next

May 14th 1778

Let a Writ of Subpœna issue returnable on the 28th May next

May 21st 1778

Let a Writ of Subpœna issue returnable on the 4th June next

May 28th 1778

Let a Writ of Subpœna issue returnable on the 11th June next

June 4th 1778

Let a Writ of Subpœna issue returnable on the 18th June next

June 11th 1778

Let a Writ of Subpœna issue returnable on the 25th June next

June 18th 1778

Let a Writ of Subpœna issue returnable on the 2d July next

June 25th 1778

Let a Writ of Subpœna issue returnable on the 9th July next

July 2d 1778

Let a Writ of Subpœna issue returnable on the 16th July next

July 9th 1778

Let a Writ of Subpœna issue returnable on the 23d July next

July 16th 1778

Let a Writ of Subpœna issue returnable on the 30th July next

July 23d 1778

Let a Writ of Subpœna issue returnable on the 6th August next

July 30th 1778

Let a Writ of Subpœna issue returnable on the 13th August next

August 6th 1778

Let a Writ of Subpœna issue returnable on the 20th August next

August 13th 1778

Let a Writ of Subpœna issue returnable on the 27th August next

August 20th 1778

Let a Writ of Subpœna issue returnable on the 3d September next

August 27th 1778

Let a Writ of Subpœna issue returnable on the 10th September next

September 3d 1778

Let a Writ of Subpœna issue returnable on the 17th September next

September 10th 1778

Let a Writ of Subpœna issue returnable on the 24th September next

September 17th 1778

Let a Writ of Subpœna issue returnable on the 1st October next

September 24th 1778

Let a Writ of Subpœna issue returnable on the 8th October next

October 1st 1778

Let a Writ of Subpœna issue returnable on the 15th October next

October 8th 1778

Let a Writ of Subpœna issue returnable on the 22d October next

October 15th 1778

Let a Writ of Subpœna issue returnable on the 29th October next

October 22d 1778

Let a Writ of Subpœna issue returnable on the 5th November next

October 29th 1778

Let a Writ of Subpœna issue returnable on the 12th November next

November 5th 1778

Let a Writ of Subpœna issue returnable on the 19th November next

November 12th 1778

Let a Writ of Subpœna issue returnable on the 26th November next

November 19th 1778

Let a Writ of Subpœna issue returnable on the 3d December next

November 26th 1778

Let a Writ of Subpœna issue returnable on the 10th December next

December 3d 1778

Let a Writ of Subpœna issue returnable on the 17th December next

December 10th 1778

Let a Writ of Subpœna issue returnable on the 24th December next

December 17th 1778

Let a Writ of Subpœna issue returnable on the 31st December next

December 24th 1778

Let a Writ of Subpœna issue returnable on the 7th January next

December 31st 1778

Let a Writ of Subpœna issue returnable on the 14th January next

January 7th 1779

Let a Writ of Subpœna issue returnable on the 21st January next

January 14th 1779

Let a Writ of Subpœna issue returnable on the 28th January next

January 21st 1779

Let a Writ of Subpœna issue returnable on the 4th February next

January 28th 1779

Let a Writ of Subpœna issue returnable on the 11th February next

February 4th 1779

Let a Writ of Subpœna issue returnable on the 18th February next

February 11th 1779

Let a Writ of Subpœna issue returnable on the 25th February next

February 18th 1779

Let a Writ of Subpœna issue returnable on the 4th March next

February 25th 1779

Let a Writ of Subpœna issue returnable on the 11th March next

March 4th 1779

Let a Writ of Subpœna issue returnable on the 18th March next

March 11th 1779

Let a Writ of Subpœna issue returnable on the 25th March next

March 18th 1779

Let a Writ of Subpœna issue returnable on the 1st April next

March 25th 1779

Let a Writ of Subpœna issue returnable on the 8th April next

April 1st 1779

Let a Writ of Subpœna issue returnable on the 15th April next

April 8th 1779

Let a Writ of Subpœna issue returnable on the 22d April next

April 15th 1779

Let a Writ of Subpœna issue returnable on the 29th April next

April 22d 1779

Let a Writ of Subpœna issue returnable on the 6th May next

April 29th 1779

Let a Writ of Subpœna issue returnable on the 13th May next

May 6th 1779

Let a Writ of Subpœna issue returnable on the 20th May next

May 13th 1779

Let a Writ of Subpœna issue returnable on the 27th May next

May 20th 1779

Let a Writ of Subpœna issue returnable on the 3d June next

May 27th 1779

Let a Writ of Subpœna issue returnable on the 10th June next

June 3d 1779

Let a Writ of Subpœna issue returnable on the 17th June next

June 10th 1779

Let a Writ of Subpœna issue returnable on the 24th June next

June 17th 1779

Let a Writ of Subpœna issue returnable on the 1st July next

June 24th 1779

Let a Writ of Subpœna issue returnable on the 8th July next

July 1st 1779

Let a Writ of Subpœna issue returnable on the 15th July next

July 8th 1779

Let a Writ of Subpœna issue returnable on the 22d July next

July 15th 1779

Let a Writ of Subpœna issue returnable on the 29th July next

July 22d 1779

Let a Writ of Subpœna issue returnable on the 5th August next

July 29th 1779

Let a Writ of Subpœna issue returnable on the 12th August next

August 5th 1779

Let a Writ of Subpœna issue returnable on the 19th August next

August 12th 1779

Let a Writ of Subpœna issue returnable on the 26th August next

August 19th 1779

Let a Writ of Subpœna issue returnable on the 2d September next

August 26th 1779

Let a Writ of Subpœna issue returnable on the 9th September next

September 2d 1779

Let a Writ of Subpœna issue returnable on the 16th September next

September 9th 1779

Let a Writ of Subpœna issue returnable on the 23d September next

September 16th 1779

Let a Writ of Subpœna issue returnable on the 30th September next

September 23d 1779

Let a Writ of Subpœna issue returnable on the 7th October next

September 30th

Witness &c.

Bond of Pettumbro

Know All Men to whom These Presents shall Come Greeting Whereas Pettumbroo. Madras Merchant is and by a Mortgage Bond or Obligation bearing Date the Fourth day of September which is now in the Year of Our Lord One Thousand Seven Hundred and Seventy four stands Indebted unto Ramoo of Madras Merchant in the Sum of One Hundred and Ten Pagodas Current Money of Madras as mentioned by the said Mortgage Bond or Obligation May Appear Now Know Ye that the said Ramoo for a Valuable Consideration to him in hand paid by Andrew Monro of the same place Inhabitant at or before the Sealing and Delivery of These Presents the Receipt whereof is hereby Acknowledged he the said Ramoo hath Assigned and Set Over and by These Presents doth Assign and Set Over unto the said Andrew Monro the said Mortgage Bond or Obligation and the Money or Amount thereof and Interest thereupon due and Owing and which hereafter may become due and Interest thereupon and all his Right and Interest of in and to the same and every part thereof and the said Ramoo for the Consideration aforesaid hath made Constituted and Appointed and by These Presents doth make Constitute and Appoint the said Andrew Monro his Executors Admrs and Assigns his true and Lawfull Attorney and Attornies and Administrators for him and in his name but for the Sole and proper use of him Executors and Administrators but for the Sole and proper use and benefit of the said Andrew Monro his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Pettumbroo his Heirs Executors and Administrators the money Due and to become due on the said Mortgage Bond or Obligation and on non Payment thereof the said Andrew Monro his Heirs Executors and Administrators to Sue for and Recover the same and

(570)

(571)

Between Ramoo of
Madras Merchant by his Attor-
ney Andrew Monrass of the same
Place Inhabitant Complainant
and Pittambora of the same
Place Merchant Defendant

It appearing by the Records of this Court
that the usual Rule has issued for the Defendant to Answer
the Complainants Bill which he has neglected doing It is
therefore Ordered and Decreed by the Court & this Court doth
accordingly Order and Decree that the Defendant shall
pay unto the Complainant the sum Pond Just Sum of One
Hundred and Ten Pagodas [illegible] Together with
all Such Interest as accrues or shall become Due
thereon till full Payment is made and also all Costs of this Suit

Sealed

Fin. 10th Feb 1778

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

The Humble Petition
of Hector Macleod

Sheweth

That your Petitioner has been Commander

Signed Sealed and Delivered
in the Presence of

Mayors Court
Madraspatnam

Tuesday 20th
Anno Domini

Present

James Call Esquire Mayor
John Lumley George Lionel

(372)

(373)

Stands Indebted to them by the Attorneys of this Court not suing for it, Most Humbly pray this Hon'ble Court will be pleased to Grant a Writ of Subpœna to be directed to the said Attorneys to Compel them to Appear in this Hon'ble Court at a certain Day and Time to be therein limited, then and there to Answer the Premises and to Abide such Order and Decree therein as to this Hon'ble Court shall seem meet, and your Petitioner as in Duty bound shall ever Pray

Hector Macleod

Filed this 1st Feby 1772

To the Hon'ble the Mayor's Court at Madrasapatam

The Humble Complaining Shewith unto this Hon'ble Court Your Orator William Hornby of Madras Inhabitant that City of Madras aforesaid Inhabitant and Executor and Residuary Legatee of the last Will and Testament of Thomas Hornby late of the same place Widower and Inhabitant unto Your Orator was duly Indebted in the Sum of Four Hundred and Seventy Pagodas in the full and Just Sum of Four Hundred and Seventy Pagodas Current Money of Madras Making in Sterling Money Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Twenty Eight Pounds as will more fully and at large Appear by and Account thereunto Annexed for this Honourable Court to which Your Orator must this Honourable Court to which Your Orator must humbly Refer and Pray that the same may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in a friendly Manner Requested the Payment of the said Sum of Four Hundred and Seventy Pagodas

But now so it is and may it please this Hon'ble

(574)

(575)

Cooly and Cavelcatore Rangamah

1776
November 1st To the Amount of your Mortgage Bond or Writing Obligatory } 500..
of this date and Payable in One Year .....
To Interest on Ditto from the 1st day of November 1776 to } 70...
the 1st day of January 1778 is to Year and 2 Months at
12 p.Cent p.Annum .....

Pagodas 570.

Madras 2 January 1778

Errors Excepted W. Rosseby

At a Court of Mayors Court held at Madraspatnam on Tuesday the 4th Day of February Anno Domini 1778

Present

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

Between William Bonsby of Madras Inhabitant Complainant and Cooly of Madras aforesaid Inhabitant and Cavelcatore Rangamah of the same Place Widow Defendant

The Defendants by their Attorney Mr Sykes

Mayors Court

(574)

Whereas (on the third) Cooly and Cavelcatore Rangamah and also the Honble Company's Attorney for the Time being in the Manner of Suits for Debts not exceeding the Sum of Pagodas one hundred did on the Ninth day of January 1778 exhibit their Complaint against the said Cooly and Cavelcatore Rangamah for Pagodas three hundred and seventy and thereupon a Summons did issue out of this Court directed to the Sheriff thereof commanding him to cause the said Cooly and Cavelcatore Rangamah to come into this Court on the Twenty fifth day of January 1778 to answer the said Complaint and Bill of Complaint and the said Sheriff having returned the said Summons executed on the said Cooly and Cavelcatore Rangamah and the said Cooly and Cavelcatore Rangamah having appeared in this Court on the said Twenty fifth day of January 1778 by Mr Sykes their Attorney and the said Cooly and Cavelcatore Rangamah having been required to plead to the said Bill of Complaint and the said Cooly and Cavelcatore Rangamah having pleaded to the said Bill of Complaint and the said Cooly and Cavelcatore Rangamah having put in their Answer to the said Bill of Complaint and the said Cooly and Cavelcatore Rangamah having been required to produce the Writing obligatory in the said Bill of Complaint mentioned and the said Cooly and Cavelcatore Rangamah having produced the same in Court and the said Cooly and Cavelcatore Rangamah having been required to plead to Issue and the said Cooly and Cavelcatore Rangamah having refused to plead to Issue and the said Cooly and Cavelcatore Rangamah having been required to pay the Debt and Costs in the said Bill of Complaint mentioned and the said Cooly and Cavelcatore Rangamah having refused to pay the same and the said Cooly and Cavelcatore Rangamah having been required to shew Cause why Judgment should not be entered against them and the said Cooly and Cavelcatore Rangamah having shewn no Cause why Judgment should not be entered against them

[illegible] Court doth Order
[illegible] Defendant do Pay unto the Complainant
[illegible] Hundred Pounds
[illegible] Costs of this Suit

Decr

Fiat 6th Augt 1745

To the Worshipfull the Mayor

Court of Madrasspatam

Humbly Complaining

Shew unto this Worshipfull Court Your Orator Robert Kelly Captain of the Honble United Company of Merchants of England Trading to the East Indies & Executor of the Last Will & Testament of Douglas Watson and Executrix of the Last Will & Testament of her Deceased Husband William Douglas late Captain of Severall of the said United Company Ships Trading to the East Indies & Residing in Madrasspatam That the said William Douglas in his Lifetime & at the Time of his Death was Justly & Truly Indebted unto Your Orator in the Sum of Two Thousand Pagodas Principall & Interest Money for Goods Wares & Merchandizes Bought & Had & Received by the said William Douglas of Your Orator & Other Monies Lent & Paid & Advanced by Your Orator for the said William Douglas at his Request & Also for Monies Received by the said William Douglas for the Use of Your Orator as by Bills Bonds Accounts & Other Writings Relation thereunto Ready to be Produced in this Honble Court Your Orator Humbly Hopes

(577)

Sum of One Thousand Pagodas Payable on the first Day of October last together with the Interest for the same at the Rate of Twelve per Cent per Annum which said Bond or Writing Obligatory is now in Your Orators Custody and Ready to be produced for the Inspection of this Honble Court when Required and Your Orator further Shews unto this Honble Court that he hath frequently and in a Reasonable Manner Requested Payment from the said Mirian Douglas as Executrix as aforesaid of the said Sum of One Thousand Pagodas and Interest as aforesaid but the said Mirian Douglas Obstinately and Wilfully Refuses so to Do Without the Aid & Assistance of this Honble Court To the End therefore that the said Mirian Douglas may upon her Corporal Oath Set forth and Discover the Premises and Answer to the Charges in manner aforesaid and that she may be Decreed to Pay unto Your Orator the aforesaid Sum of One Thousand Pagodas with Interest for the same from the Time it became Due and Payable and Costs of this Suit

May it Please this Honble Court to Cause the said Mirian Douglas to be Summoned and Required by the Sheriff of Fort St George Peons of Madrasspatam and the Deputy Sheriff Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Limited and Appointed then and there to Answer this Your Orators Bill

Pursuant and to Abide the Order of this Honble Court

Bill

(578)

Mayor's Court at Madraspatnam

Tuesday 4th Day of Sept. Anno Domini 1750

Present

Stephen Lushington Esqr Mayor

George Proctor and Benj. Torriano Esqrs Aldermen

Between Robert [illegible] Captain in the Service of the United Company of Merchants of England trading to the East Indies at present residing in Fort St George Complainant and Mary Widow and Executrix of the last Will and Testament of John Durand Merchant deceased Daughter late Captain Charles Beauvoy Deceased and Head Merchant Company Defendant

The Defendant by her Attorney [illegible] Complainants Bill and Answer thereto [illegible]

(579)

95

[illegible] Orders and Decrees as [illegible] that the Defendant shall pay unto the Complainant the Sum of [illegible] Just Sum of One Thousand Pagodas Rec.d 1000 [illegible] together with Interest at Ten Pagodas per Month from the Time the same shall become Due and Payable until full Payment be made and also all Costs of this Suit to be taxed

Dr Lue

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Russell late of Fort St George Inhabitant of Madras Merchant that Ramalingah Pillah Shroff and Trusty to Cudalore and of Madras Inhabitant Justly and Truly stand Indebted unto Your Orator in the Sum of One Hundred and Twenty Five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings per Pagoda the Sum of Fifty Pounds as will more fully and at large appear by the Promissory Note or Bond or Writing Obligatory bearing Date the Fifteenth Day of September in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven and which Your Orator is ready to produce in Court and which Your Orator humbly prays may be Admitted as part of this Your Orator's Bill of Complaint AND WHEREAS Your Orator hath frequently and in a friendly Manner requested Payment of the said Ramalingah Pillah, Shroff of Cudalore, and Seven Hundred and Seventy Pillahs of the said Sum of One Hundred and Twenty Five Pagodas Current Money of Madras

But

Bulwer vs Ellis. Know all men by these Presents that We Ramalingam Pillah the Son of Nellayenmall Pillah of Devanampatnam Pudupauk and Sowrea Mudya Pillah of Devanampatnam Pudupauk and Sowrea Swamy Pillah of Madras do and Augeenaum (alias Sowrea Swamy Pillah of Madras do and Augeenaum (alias Sowrea Swamy Pillah of Madras do and Augeenaum (alias

(192)

Mayor Court
Madraspatam

Present
James Call Esqr Mayor
George Proctor and Benj Roberts
Aldermen

Thursday
2d June 1720

Tho Pendarvis Esqr Sheriff

The Defendant Antonio Pillachy
Dubash to this Court being this day Called
Appeared Not and the Court this first time
Defaulted him and Ordered the Complaint
to be Proceeded in Ex parte and Pillachy
Dubash being this day Called Appeared
with Mr Hall his Attorney and Desired
time to Answer the Complaint which is
Granted him to the 9th Instant

(193)

97

Fryday the 3d January 1718

To the Honble the Mayor
Court at Madraspatam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Nonnaiea Pillachy by his Attorney Antonio De
Rozario of Madras Inhabitant that Vinna Budrea Pillachy of the
Same place Inhabitant Stands Indebted unto Your Orator in the
Sum of Three Hundred and Seventy Seven Pagodas and
Eighteen fanams Current Money of Madras Making in Sterling
Money of Great Britain Three Pounds Eight Shillings for Every
Pagoda Three Sums of One hundred and fifty Pounds and Nineteen
Shillings or thereabouts as Appears by Copy of their Joint and Several
an Account Current and Also by Copy of their Joint and Several Bond
or Obligation Sign and Granted unto Your Orator by the said Vinna
Budrea Pillachy Dated the fifth day of October which was in the
Year of Our Lord One Thousand Seven hundred and Seventy Seven
Annexed for their Inspection of this Honble Court both which
Your Orator prays May be Admitted as part of this his Bill of
Complaint and wherein as Your Orator hath frequently and in a
Civil Manner Request Payment of the said Sum of Three
hundred and Seventy Seven Pagodas and Eighteen fanams from
the said Vinna Budrea Pillachy

But now so it is May it please this Honble
Court the said Vinna Budrea Pillachy Obstinately and Willfully
Refuses to pay the same or to Grant Your Orator any Manner of Satisfac-
tion Contrary to Equity and Good Conscience Your Orator therefore prays a Generall
Writ

Retire

(184)

(185)

98

any Costs that may happen to be incurred thereby In Witness &c Witness my
the said Nannaual Pillah his Hand thereunto set this Hand and Seal this
Madras this Thirtieth Day of December in the Year of Our Lord
One Thousand Seven hundred and Seventy Seven

Signed Sealed and Delivered
Witness Stamped Paper not to be had
in this Presidency

Em.l Louis Anderson

Mayors Court
Madraspatnam

Anno Domini 1778

Present

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

Between Nannaud Pillah
by his Attorney Anthony de Rozario
of Madras Inhabitant Complainant and
Vyrad Badrai Pillah of this same place
Inhabitant Defendant

(184)

Anthony de Rozario of the Town of Madras Gentleman Attorney for
Nannaud Pillah of the Same Place Inhabitant Complainant
in this Cause hath this day exhibited his Bill of Complaint
and Prayed Summons to be issued against the Defendant
thereupon he the said Complainant Solemnly declared
that the Debt Sum or Damages Sworn to by the Complainant
in his Bill of Complaint and also the Cause of Action
in the said Bill mentioned and specified do truly
and Justly amount to and are Sworn under the Value
of Three Hundred Pagodas and that the same
is due and owing to the said Complainant
from the Defendant and that the Defendant
is not an Inhabitant of the Mogul Dominions
Wherefore he the said Complainant prayed
Process of Attachment against the Goods
Lands and Tenements of the said Defendant
to the Value of the Sum sworn to by the Complainant
in his Bill of Complaint and further to Hear and Determine
Order and Decree therein as to this Honble Court shall
Seem Meet

Jany 2.d 1778

Henry Dickinson
Attorney for the Complainant

The Defendant Vyrad Badrai Pillah having been Served with
Process of Attachment this Complainant Attorney
D.e Rozario having Made Oath to the Truth of the Demand
and that the Defendant is not an Inhabitant of the Mogul
Dominions in the Hands of this Court Thereupon this Bill was filed
against him Writ of Summons Returned Immediately and
a Warrant of Arrest Issued

James Call
Mayor

Mayors Court

L.S

Sealed the 4th Day of July
Anno Domini 1778

Fort St George 25th Feby 1778

To the Honble the Mayor's Court at Madraspatnam

The Petition of Stephen Popham

Sheweth

That Your Petitioner has been duly admitted an Attorney of the Courts of Kings Bench and Common Pleas at Westminster, and a Solicitor of the High Court of Chancery at Westminster, and has practised for several Years, in those and several other Courts of Practice and Your Petitioner being desirous of practising in this Court as an Attorney hereof

Prays to be admitted an Attorney thereof

And Your Petitioner as in duty bound shall ever pray &c

Madras Patnam 25th Feby 1778

Stephen Popham

Fort St George 25th Augt 1778

To the Honble the Mayor's Court at Madraspatnam

The Humble Complaint of Thomas Pearse Esqr Sheweth unto this Honble Court That Your Petitioner has been duly admitted a Solicitor of the Court of Kings Bench and Common Pleas at Westminster and a Solicitor of the High Court of Chancery at Westminster and has practised for several Years in those and several other Courts of Practice and Your Petitioner being desirous of practising in this Court as an Attorney hereof

Prays to be admitted an Attorney thereof

And Your Petitioner as in duty bound shall ever pray &c

Thos Pearse

The Humble Complaint of Robert Hyde Esqr Sheweth unto this Honble Court That Your Petitioner has been duly admitted a Solicitor of the Court of Kings Bench and Common Pleas at Westminster and a Solicitor of the High Court of Chancery at Westminster and has practised for several Years in those and several other Courts of Practice and Your Petitioner being desirous of practising in this Court as an Attorney hereof

Prays to be admitted an Attorney thereof

And Your Petitioner as in duty bound shall ever pray &c

Robt Hyde

(178)

(179)

100

Court to Cause the said Michael Bennett to be Summoned &
Required by the Sheriff of Lord Saint George Town of Madrass
and their Deputies 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 their Poor 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

Wm Sedgley
Attorney for the Complt

Filed 4th Novr 1749

This Amended Answer of
Michael Bennett of Madrass Victualler to
the Bill of Complaint of Robert Mead
Captain in the Service of the Honble Company
and Administrator to the Estate and
Effects of Joseph Stevens Deceased by his
Attorneys George Proctor and Robert Ewing
of Madrass Merchants Inhabitants Compla-
nant

This Defendant now and at all times hereafter
saving and Reserving to himself and all Manner of Benefit
and Advantage of Exception to the Many Uncertainties Insufficien-
cies and Imperfections in the said Complainants Bill of Compl
contained for Answer thereunto or unto so much thereof as this
Defendant is Advised is any ways Material for him to make
Answer unto, his Answer thereunto and saith That he believes
Denies

Damon to shew Cause why the said Complainant
should not have Execution of the said Decree
Bill of Complaint that it should be lawful to and
Mandate and Order Thomas Pagden Samuel Lawrence and
Esqrs or either of them forthwith upon Sight hereof
to cause to be Sold by Public Auction or Vendue
the Lands Tenements and Hereditaments in the
Pleadings mentioned or such part thereof as
shall be sufficient to Satisfy the Complainant
Costs and Charges of this Suit and that the
Money arising by such Sale be brought into
Court to be Applied in Satisfaction of the
Complainant Debt and Costs and that the
Defendant may be Ordered to pay the Costs
of this Application and for such further
Relief in the Premises as the Nature of the
Case may require

And the said Defendant Thomas Pagden by
Answer to the said Petition Saith that he
hath been informed and believes that the
Complainant hath Exhibited his Bill of Complaint
against this Defendant and others in this
Honble Court for the Purpose in the said
Petition Mentioned and that the Matters
Charged in the said Bill are true to the
Best of this Defendants Knowledge and
Belief and this Defendant Saith that he
hath been informed and believes that the
Complainant hath Obtained a Decree in this
Honble Court for the Sale of the Real Estate
of the said Deceased Thomas Pagden for the
Payment of his Debts and that the Complainant
hath Obtained Letters of Administration to the
Estate of the said Deceased Thomas Pagden
and this Defendant Saith that he hath
Sold and Conveyed all the Real Estate
of the said Deceased Thomas Pagden
for Sundry Sums of Money Amounting
in the Whole Exclusive of Interest to the Sum
of Two Thousand Pounds and this Defendant
Saith that he hath Sold and Conveyed
the Greatest Part of the said Real Estate
and hath Received the Greatest Part of the
Money Arising by the Sale thereof and
being about to depart from this place for
Europe this Defendant hath Prepared
a Statement of his Account of Sales
Monies Received and Disbursements
in the Execution of the said Trust
which he is ready to Produce in this
Honble Court and this Defendant
Saith that he hath been informed and
believes that the Complainant and
Others have Exhibited their Bill of
Complaint in this Honble Court
against this Defendant for the Purpose
of Obtaining a Decree for the Payment
of the Balance of the said Account
Complainant but being at that time
for the Islands on a Voyage this
Defendant Saith that he hath
Signing his Name thereto

he would Cause Positive Instructions to be
George Procter to Receive the Balance of the said
as Offered by this Defendant and Agreed to by
and this Defendant Saith that some time
Month of August last the said George Procter having
Order of the Attorneys of the said Complainant this
said Direction in this Cause this Defendant thereupon
Servant Samuel Ramah who writes for him to draw out the
between the said Complainant and this Defendant and to
their Interest on both Sides until the Twenty Fifth day of the
Month of August which said Balance in Calculating the said
Succeeded Accordingly and sent by the Directions of this
through many Difficulties Delays & other Impediments
is herewith Annexed for the Inspection of this Honble Court
with the Letter A of the Figures Marked with Red Ink Shewing
them Allowed in the Manner Aforementioned and to which
Account this Defendant most humbly Refers and prays that the
Same may be Admitted as a further proof of this his Answer that
Original Authority in this Defendants Possession and Ready to
be Produced to this Honble Court if Required And this Defendant
further saith that on the said Twenty Fifth day of August last
Wrote to the said George Procter with the said Account and Bill
Agent to pay the Balance thereof being the said Sum of One thousand
and Sixty Nine Pounds Seven Shillings and Forty Cents and at the
Same time this Defendant Tendered to the said George Procter the

said

Sent Copy of the Writ Declaration and Copy Rule to plead
Entry (when Copy of the Declaration Rule to plead
Issued Warrant thereof Warrant Returned and entered
Copy Declaration Refused to accept whereupon the Defendant
Filed Declaration Rule to plead and Copy of the Rule
and Entry whereupon the Defendant with Leave of the
Court Declares that the Sum in Demand is Two Hundred and Sixty Pounds
Sterling Exclusive of Interest and Costs Entry thereof
Issued Summons and Entry (when the manner thereof
Whether the Allowance of the said Summons shall be
Twenty Days the day of August now the said Bill of
this Honble Court against the Defendant for the
Sum Aforesaid

All Which Matters Facts Deeds and Things the
Court shall direct and humbly Prays to be heard Judged
with the Premises the Costs and Charges in this behalf
Most fully Sustained

Sworn to before me this
4th day of September 1777
Andrew Major Dixie
Mayor

W. Lennox
Daniel Shaw
Attorney for the Complainant

A 102 D8

Captain Hood

1774				
August	26 To 2 Dozen of Hock	20	"	"
	To 1 Do of Champaigne	15	"	"
September	20 To 1 Case Bottles of Wine	1	22	"
November	8 To 6 Bottles of Mango Mouth	2	22	"
	To 6 Do of Rum	2	22	"
	To 12 Do of Negus Haugh	12	"	"
1775		10	"	"
January	1 To 2 Dozen of Rum	5	"	"
April	19 To 12 Dozen of Hock	6	"	"
June	13 To 1 Do of Madeira	10	"	"
July	2 To 1 Do of Negus Head	3	"	"
August	2 To 1 Do of Rum	3	"	"
October	18 To 1 Do of Rum	20	"	"
November	18 To 1 Do of Do	"	2	"
	To 2 Do Do	"	2	"
	To Cooling Wine	11	2	"
	To Cooling Wine	2	7	10
	Interest for Three Years Seven Months & Twenty Days			
	Total Pounds	143	3	10

Errors Excepted
Michael Lennox
R. Wood

A True Copy
Daniel Shaw
Attorney for the Defendant

(95)

Mayor's Court at Madraspatnam } Tuesday 27th Day of February Anno Domini 1778

Present

Hon.ble Coll.o Capper Mayor
George Proctor — and Benj.n Roebuck
Aldermen

Between Robert Ward
Captain in the Service of the United
Company Advocate to the
Company Effects of Mr Stephen Greene
Demandant by his Attorney George
Proctor and Robert Ewing of
Madras Inhabitant Complainant
and Michael Swan late of the
same place Inhabitant Defendant

This Cause coming on to be Read and Debated this
Day in the Presence of the Attorneys on both Sides and Reading the Complai
-nant's Bill the Defendant's Answer with the Account of Particulars
annexed Bill the Defendant's Answer with the Account Marked B thereto annexed
Marked A and an Account Current Marked B thereto annexed On
Motion of the Pleadings and Debate of the Attorneys and mature
Consideration had thereon This Court doth think fit to Order and
Decree and doth Accordingly Order and Decree that the Defendant shall
Pay unto the Complainant the Sum of One Hundred and
Eighty Nine Pagodas Seven Fanams and Forty Cash (Pags 189.7.40)
being the Balance of the Account Current Annexed to his Answer
without

(496)

Dated 19th January 1778

To the Honble the
Court of Madrasapatnam

Humble Complaining Shewith
Humble Court Your Orator William Lewis of Madrasapatnam
Chief Surveyor of Madrasapatnam Inhabitant and Trader
of Vizagapatam Humbly Sheweth and Complains
Orator in the full and Just Sum of One Thousand and Three
Pagodas and Seven by Our Servants Current Money of
Madrasapatnam Money of Great Britain
of Eight Shillings for every Pagoda the Sum of Three Hundred
One Pounds and Eight Shillings as will more fully and
Appear by an Account and the Copy of a Mortgage Bond
Written Obligatory hereunto Annexed for the Payment of
For the Court to Order Your Orator and Answerer the Defendant
Pray that they may be Ordered to Pay the Sum of this Bill
Complaint and Costs and whereas Your Orator has Frequently
applied to Him for Payment of the said Sum
Our Servants and Each Pagoda and Seven Fanams
Answerer Humbly and Willingly
Answer to Your Orator any Allowance of Interest
Answerer Your Orator prays a General Relief and that this
Court shall Appoint Agreeable to Equity and Good Conscience

(497)

To the End therefore that the said Nainiapen may appear to this Corporal Oath full, true, direct and precise Answer make to all and Singular the Matters and things herein before set forth and alleged, as fully, truly, and Effectually to all Intents and purposes as if the same were here and again repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand and Three Pagodas and Seven Fanams with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

Now it Pray that this Honble Court to Cause the said Nainiapen to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be Appointed by this Honble Court for said Purpose, 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

Daniel Shaw
Attorney for the Complainant

19th January 1778
Shewn this in the Hour of
Adjournment to a Summons
Returnable next Court Day
James Call
Mayor

No 8

Nainiapen
1776 To the Amount of Your Mortgage Bond or Writing Obligation dated 19th January 1776 for the Sum of Three Thousand Pagodas ... 3000
To Interest thereon from the 19th day of January 1776 to the 15th day of December 1777 one Year Eleven Months and 15 Days ... 103.21
To Cost of Summons ... 2
Amount Pagodas ... 3003.21

Madras 16th December 1777 E.E. Wm Thornhill

Know all Men by these Presents that I the
the Brother and Heir of Negroe Mr. Maddillon Limmard formerly
Inhabitant of the Island of Nevis Deceased and now residing
Mr. William Kennedy the Receipt whereof is hereby acknowledged
hath bargained Sold Assigned and Set over and by these Presents
Mortgage and Assign unto him the said Mr. Kennedy a certain
Tenement Situated at Pedro Bagues Pellatier in Mosks Gardens
Between the Gardens of Isaac Pellatier and Jonathan Sage Pellatier
containing in Length from East to West 50 Feet and in Breadth
from North to South 45 Feet together with a Piece of Ground adjoin-
ing Measuring in Length from East to West 65 Feet and in Breadth
from North to South 45 Feet for which Premises the said
the Grantee of Bill and a Bill of Sale of Negroe Maddillon
and Ground with all Appurtenances now belonging thereto
unto the said Mr. Kennedy his Heirs, Executors, Administrators
and Assigns Provided nevertheless that if at the Expiration of
Year from the Date hereof the aforementioned Sum of Nine
hundred Pounds with the Interest thereon after the rate of
Cent per Annum shall be well and truly paid unto the said
Kennedy his Heirs Executors Administrators or Assigns then
immediately upon such Payment the aforesaid Messuage Tenement
Heirs Executors Administrators or Assigns shall and may Peace-
and Ground above Mortgaged but in case the said Sum of
Hundred Pounds with the Interest thereon in manner aforesaid
shall not be paid duly and punctually at the Time above limited
having been first lawfully Demanded Now hereby Agreed that
the said Mr. Kennedy his Heirs Executors Administrators
Assigns shall and may peaceably Enter upon Seize and Possess
premises Houses and Ground and out of the Rents Issues and

(199)

Profits thereof shall and may retain the aforesaid Sum of Nine Hundred Pounds with the Interest thereon remaining due over and above all Costs Charges and Expences in Recovering the same Rendering the Surplus unto the said Negroe his Heirs Executors Administrators or Assigns In Witness whereof I have hereunto Set my Hand and Seal at Fort Saint George the First Day of January 1776

Signed Sealed and Delivered
in the Presence of
Chas Rogers
Emmanuel Chilly

(Signed) Maingaye (L.S.)

A true Copy
Daniel Shaw
Attorney for the Complainant

Mayors Court
Madras

Tuesday the 24th day of February
Anno Domini 1778

Present

James Call Esquire Mayor
George Smith and Colton Bonner bank
Dent
Aldermen

Between William
Kennedy of Madras Inhabitant
Complainant and Maingaye
of Madras Inhabitant and Brother
and Heir of Negroe Maddillon
Deceased Defendant

The Defendant being duly called and not

the Costs of the Complainant Demand this Court doth think fit to Order and Decree and this Court doth Order and Decree that the Defendant shall pay unto the Complainant the Sum of One Thousand and three Pounds and Sixpence current Money of Great Britain with Interest for the same after the Rate of Five Pounds per Centum per Annum from the Time of the Decree made in this Cause for Payment thereof and also all Costs of this Suit

Dated this 10th March 1777

To the Honble the Master of the Rolls

Humbly Complaining Sheweth unto Your Honour Your Honours Orator Thomas Chilly of Lincolns Inn in the County of Middlesex Merchant by Elias Allen his Attorney Samuel Dennis of the same place Gentleman and Elizabeth his Wife that Chingapatten of Madras Peagu Merchant and Pagodas Current Money of Madras Making and Reckoning Fifteen Pagodas to the Sum of Five Pounds Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda and Sundry Goods and Merchandizes to the Value of Five Hundred and Twenty Pounds or thereabouts did on the Twenty first Day of August which was in the Year of Our Lord One thousand Seven hundred and Seventy five become indebted unto Your Orator in the Sum of Three Hundred Pagodas of Pagoda Current Money of Madras Making and Reckoning Fifteen Pagodas to the Sum of Five Pounds Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda and Sundry Goods and Merchandizes to the Value of Five Hundred and Twenty Pounds or thereabouts for which said Sum of Three Hundred Pagodas the said Chingapatten did on the Twenty first Day of August aforesaid the Year of Our Lord One thousand Seven hundred and Seventy five become indebted unto Your Orator in the Sum of Three Hundred Pagodas of Pagoda Current Money of Madras Making and Reckoning Fifteen Pagodas to the Sum of Five Pounds Sterling Money of Great Britain and for the Payment thereof did by his Bond or Obligation bearing Date the Day and Year last aforesaid become bound unto Your Orator in the Penal Sum of Three Hundred Pagodas of Pagoda Current Money of Madras Making and Reckoning Fifteen Pagodas to the Sum of Five Pounds Sterling Money of Great Britain with a Condition thereunder written for the Payment of the Sum of Three Hundred Pagodas of Pagoda Current Money of Madras Making and Reckoning Fifteen Pagodas to the Sum of Five Pounds Sterling Money of Great Britain with Interest for the same after the Rate of Five Pounds per Centum per Annum from the Time of the Decree made in this Cause for Payment thereof and also all Costs of this Suit

as by the said Bond or Obligation relation being thereunto had may more fully and at large appear which said Bond or Obligation was duly executed by the said Chingapatten and Your Orator now brings into this Court ready to be produced as Part of this Your Orators Bill of Complaint and Your Orator further shews that the said Chingapatten departed this Life some time in the Month of September which was in the Year of Our Lord One thousand Seven hundred and Seventy five and died intestate and without having made any Will or Testament whereby he the said Chingapatten did bequeath or dispose of his Real or Personal Estate or Effects and Your Orator further shews that the said Chingapatten at the Time of his Death was possessed of or entitled to Real and Personal Estate or Effects sufficient to pay and discharge his Debts and Funeral Expences

Know All Men by these Presents that We Cumbacondoo Chitty and Sangapillay Chitty both of Madras Merchants and Inhabitants of Fort St George Sons of Madrasapatnam and the Pagoda Tree Do severally by these Presents Appoint Our Trusty and Well beloved Friend Henry Du Puy Attorney at Law of the Supreme Court of Judicature at Fort St George Our true and lawful Attorney for Us and in Our Names Places and Stead to Sue for and Recover all Such Sum and Sums of Money Debts Goods and Effects Whatsoever as are Now Due Owing or Belonging to Us or Either of Us or Any Person or Persons for Us or Either of Us in Trust or Otherwise Howsoever and upon Receipt thereof or Any Part thereof Acquittances or other sufficient Discharges for the same Giving and Granting unto Our said Attorney Our Full Power and Authority to Commence Prosecute and Carry on Any Action or Actions Suit or Suits at Law or in Equity in Our Names or Name for the Recovery of the Premises and Upon Any Arrest Bail or Appearance to be Given Taken or Entered into by Any Person or Persons Whatsoever for Our Appearance to Any Action or Suit Commenced by Our said Attorney in Our Names or Name to Appear for Us and Each of Us in the Supreme Court of Judicature at Fort St George aforesaid or Any Other Court or Courts of Judicature Whatsoever and Upon Any Judgment Decree or Decrees Order or Orders to be Given or Made in Any Such Action or Suit to Sue Out Any Writ or Writs of Error or Appeal and Prosecute the Same to Effect and Upon Any Writ of Execution to be Sued Out Upon Any Such Judgment Decree or Order to Cause Our Bodies or Any of Our Bodies to be Taken in Execution and Thereupon to Cause Us or Any of Us to be Delivered and Discharged out of Custody and Upon Any Writ of Execution to be Sued Out Upon Any Such Judgment Decree or Order to Cause Our Bodies or Any of Our Bodies to be Taken in Execution and Thereupon to Cause Us or Any of Us to be Delivered and Discharged out of Custody and Upon Any Writ of Execution to be Sued Out Upon Any Such Judgment Decree or Order to Cause Our Goods and Chattels Lands and Tenements to be Seized and Extended and the Same when Seized and Extended to Sell and Dispose of for the Most Money that can be Gotten for the Same and Upon Any Sale or Sales thereof to Make Sufficient Deeds and Conveyances in the Law for the Purchasers or Purchasers thereof and Upon Any Arbitration Reference or Award to Submit to Arbitration and Make Such Reference and Award and Upon Any Account to be Stated to State and Settle the Same and Upon Any Settlement to Make Such Allowances and Abatements as Our said Attorney Shall Think Meet Hereby Ratifying and Confirming and Promising and Agreeing to Ratify and Confirm all and Whatsoever Our said Attorney Shall Lawfully Do or Cause to be Done in and About the Premises by Virtue of These Presents In Witness whereof We the said Cumbacondoo Chitty and Sangapillay Chitty have hereunto Set Our Hands and Seals this 23d June 1711

Signed Sealed and Delivered by the within named Cumbacondoo Chitty and Sangapillay Chitty in the Presence of us

A. Lowis
Mayor

Henry Du Puy
Attorney for the Complainant

Madras 26th August 1711

Sangapillay Son of Madras Mantatha Pillay Do for the Mortgage Bond to Sangapillay and Cumbacondoo Chitty Merchants bearing Date the Second Day of November Anno Domini One Thousand Seven Hundred and Eleven for the Sum of Three Hundred Pagodas Current Money of Madras for which Sum Three Merchants and the Interest thereof at Twelve per Centum per Annum from the Day of May One Thousand Seven Hundred and Twelve with the Interest at the Rate of Twelve per Cent per Annum Until Payment Made to Bellamy Stone and Pinhorne this Bill Filed Immediately upon the Mortgage Bond to Sangapillay and Cumbacondoo Chitty Drawn by Cumbacondoo Chitty by Power

Cumbacondoo Chitty and Sangapillay Chitty and Sangapillay Chitty Merchants Chitty

Signed

Sangapillay

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

Henry Du Puy
Attorney for the Complainant

Know All Men by these Presents that We Cumbacondoo Chitty and Sangapillay Chitty Merchants and Inhabitants of Madras Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased are Held and Firmly Bound unto Sangapillay Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased in the Sum of Three Hundred Pagodas Current Money of Madras to be Paid unto the said Sangapillay Chitty and Sangapillay Chitty or their Certain Attorney Executors Administrators or Assigns to which Payment well and truly to be Made We Bind Ourselves Our Heirs Executors and Administrators Jointly and Severally Firmly by these Presents Sealed with Our Seals Dated this 26th Day of August Anno Domini One Thousand Seven Hundred and Eleven

The Condition of this Obligation is such that if the above Bounden Cumbacondoo Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased their Executors Administrators or Assigns do and shall well and truly Pay or Cause to be Paid unto the above named Sangapillay Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased their Executors Administrators or Assigns the Full Sum of Three Hundred Pagodas Current Money of Madras on the Fifth Day of May which will be in the Year of Our Lord One Thousand Seven Hundred and Twelve with the Interest at the Rate of Twelve per Centum per Annum Without Fraud or Delay Then the above Obligation to be Void and of None Effect or Else to Remain in Full Force and Virtue

Sealed and Delivered in the Presence of us

A. Lowis
Mayor

Know All Men by these Presents that We Cumbacondoo Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased are Held and Firmly Bound unto Sangapillay Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased in the Sum of Three Hundred Pagodas Current Money of Madras to be Paid unto the said Sangapillay Chitty and Sangapillay Chitty or their Certain Attorney Executors Administrators or Assigns to which Payment well and truly to be Made We Bind Ourselves Our Heirs Executors and Administrators Jointly and Severally Firmly by these Presents Sealed with Our Seals Dated this 26th Day of August Anno Domini One Thousand Seven Hundred and Eleven

The Condition of this Obligation is such that if the above Bounden Cumbacondoo Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased their Executors Administrators or Assigns do and shall well and truly Pay or Cause to be Paid unto the above named Sangapillay Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased their Executors Administrators or Assigns the Full Sum of Three Hundred Pagodas Current Money of Madras on the Fifth Day of May which will be in the Year of Our Lord One Thousand Seven Hundred and Twelve with the Interest at the Rate of Twelve per Centum per Annum Without Fraud or Delay Then the above Obligation to be Void and of None Effect or Else to Remain in Full Force and Virtue

Sealed and Delivered in the Presence of us

A. Lowis
Mayor

Know All Men by these Presents that We Cumbacondoo Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased are Held and Firmly Bound unto Sangapillay Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased in the Sum of Three Hundred Pagodas Current Money of Madras to be Paid unto the said Sangapillay Chitty and Sangapillay Chitty or their Certain Attorney Executors Administrators or Assigns to which Payment well and truly to be Made We Bind Ourselves Our Heirs Executors and Administrators Jointly and Severally Firmly by these Presents Sealed with Our Seals Dated this 26th Day of August Anno Domini One Thousand Seven Hundred and Eleven

The Condition of this Obligation is such that if the above Bounden Cumbacondoo Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased their Executors Administrators or Assigns do and shall well and truly Pay or Cause to be Paid unto the above named Sangapillay Chitty and Sangapillay Chitty Merchants and Executors of the Last Will and Testament of Cumbacondoo Chitty Deceased their Executors Administrators or Assigns the Full Sum of Three Hundred Pagodas Current Money of Madras on the Fifth Day of May which will be in the Year of Our Lord One Thousand Seven Hundred and Twelve with the Interest at the Rate of Twelve per Centum per Annum Without Fraud or Delay Then the above Obligation to be Void and of None Effect or Else to Remain in Full Force and Virtue

Sealed and Delivered in the Presence of us

A. Lowis
Mayor

Power of Attorney from Inhabitants to sue for Debts

Know all Men by these Presents that We Inhabitants of the Province of Pegu Merchants Subjects of the Emperor of Ava Do make Constitute and Appoint Swemenbala Chitty and Soongeapah Merchants Inhabitants of Madras Our true and lawful Attorneys Jointly and Severally for us and in our Names to Ask Demand Sue for Recover and Receive of and from all Persons Bodies Politick and Corporate whatsoever all such Sum and Sums of Money Debts Goods Wares Merchandizes Effects Matters Causes and Things whatsoever as now are or hereafter shall become due owing or belonging to us or any of us in the Province of Pegu or elsewhere and upon Receipt thereof or any part thereof Acquittances or other sufficient Discharges for the same to Make Seal and Deliver and in Default of Payment thereof or any part thereof upon Demand to Commence and Prosecute all such Actions Suits Plaints Bills Writs Executions and other Proceedings at Law or in Equity as to our said Attorneys shall seem meet and the same or any of them to Compound Compromise Submit to Arbitration Discontinue Stay or Determine as they shall think proper and in case Judgment shall be given against us or any of us in any of the said Actions Suits or Proceedings to Appeal from such Judgment and for the better Prosecuting and Carrying on the said Suits Actions and Proceedings to Constitute and Appoint one or more Attorney or Attorneys under them for us and in our Names or Name to Act Do and Transact all such Matters and Things as our said Attorneys or any of them shall think necessary or expedient in the Premises and we do hereby Ratify and Confirm all and whatsoever our said Attorneys or any of them shall lawfully do or cause to be done in the Premises by Virtue of these Presents And We the said Swemenbala Chitty and Soongeapah do hereby Covenant with the said Swemenbala Chitty and Soongeapah their Executors Administrators and Assigns that We the said Swemenbala Chitty and Soongeapah will Allow and Pay unto the said Swemenbala Chitty and Soongeapah their Executors Administrators and Assigns all such Sum and Sums of Money as they shall Pay or Disburse for Fees Charges or Expences in the Premises and Moreover will Indemnify and Save Harmless the said Swemenbala Chitty and Soongeapah their Executors Administrators and Assigns of and from all Costs Charges and Damages which they shall Sustain or be Put unto by Reason or on Account of the Premises In Witness whereof We the said Swemenbala Chitty and Soongeapah have hereunto Set Our Hands and Seals at Madras this Eighth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
Where no Stamps Required
in the Presence of
James Call
Thomas Parry

Swemenbala Chitty (L.S.)
Soongeapah (L.S.)

Power of Attorney but will Allow and Allow all Lawfull Proceedings for Recovery thereof the Aforesaid Power Saving Aforesaid Swemenbala Chitty and Soongeapah Attorneys and Person Now Cause that May happen to them thereby In Witness Whereof the said Swemenbala Chitty and Soongeapah have hereunto Set their hands and Seals at Madras this Eighth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven

Signed Sealed and Delivered
Where no Stamps Required
in the Presence of
James Call
Thomas Parry

Swemenbala Chitty (L.S.)
Soongeapah (L.S.)

Mayor's Court
Madras Patnam

Tuesday the 24th Day of February
Anno Domini 1778

Present

James Call Esquire Mayor
George Smith and Cotton Bourchier
Esquires Aldermen

Between Swemenbala Chitty and Soongeapah Merchants by their Attorney Pascal Doumas the Complainants Inhabitants and George Pattison Merchant Defendant

M. Appearance to the Record of this Cause
Upon the Motion this Day made to this Court by
Edward Penn the Solicitor of the Complainant
for Default of Appearance of the Defendant
Ordered that the Defendant do Appear
Appearance Gratis to the Answer the Complainants Bill
to the Clerk of the Crown to file the Bill and Process
and Return that the Defendant shall pay unto the Complainant
the full and Just Sum of Three Hundred Pagodas
together with all Costs Suit and Interest
thereon until the full Payment be made and all Costs of this

Dated this 2nd January 1773

their Bill of Complaint and thereon Your Orator hath frequently and
and Amicable Manner Requested Payment of the said Sum of Two
hundred and Forty three Pagodas and four Fanams from the said Seniar
Vachal, Vandahl Chenian and Mirzah Dean

But now so it is May it please this Honble Court the
said Seniar Marah, Vandahl, Chenian and Mirzah Dean did Obstinately
and Wilfully Refuse to pay the same or to Give Your Orator any manner
of Satisfaction touching the Premises Your Orator therefore prays a Writ
and Relief may be to this Honble Court shall Appear Agreeable to Equity
and Good Conscience To the End therefore that the said Seniar Marah,
Vandahl Chenian and Mirzah Dean said May upon their Corporal
Oaths & full true Discovery Answer make to all and singular
the premises herein before set forth and Alledged as fully
true to and Effectually shall Intimate and Purpose as if the same were
here Again Repeated and Particularly Interrogated and that they may
be Decreed to pay unto Your Orator the aforesaid Sum of Two hundred
and forty three Pagodas and four fanams together with Such Interest
as now is or shall hereafter become Due thereon and also all Costs of this
Suit

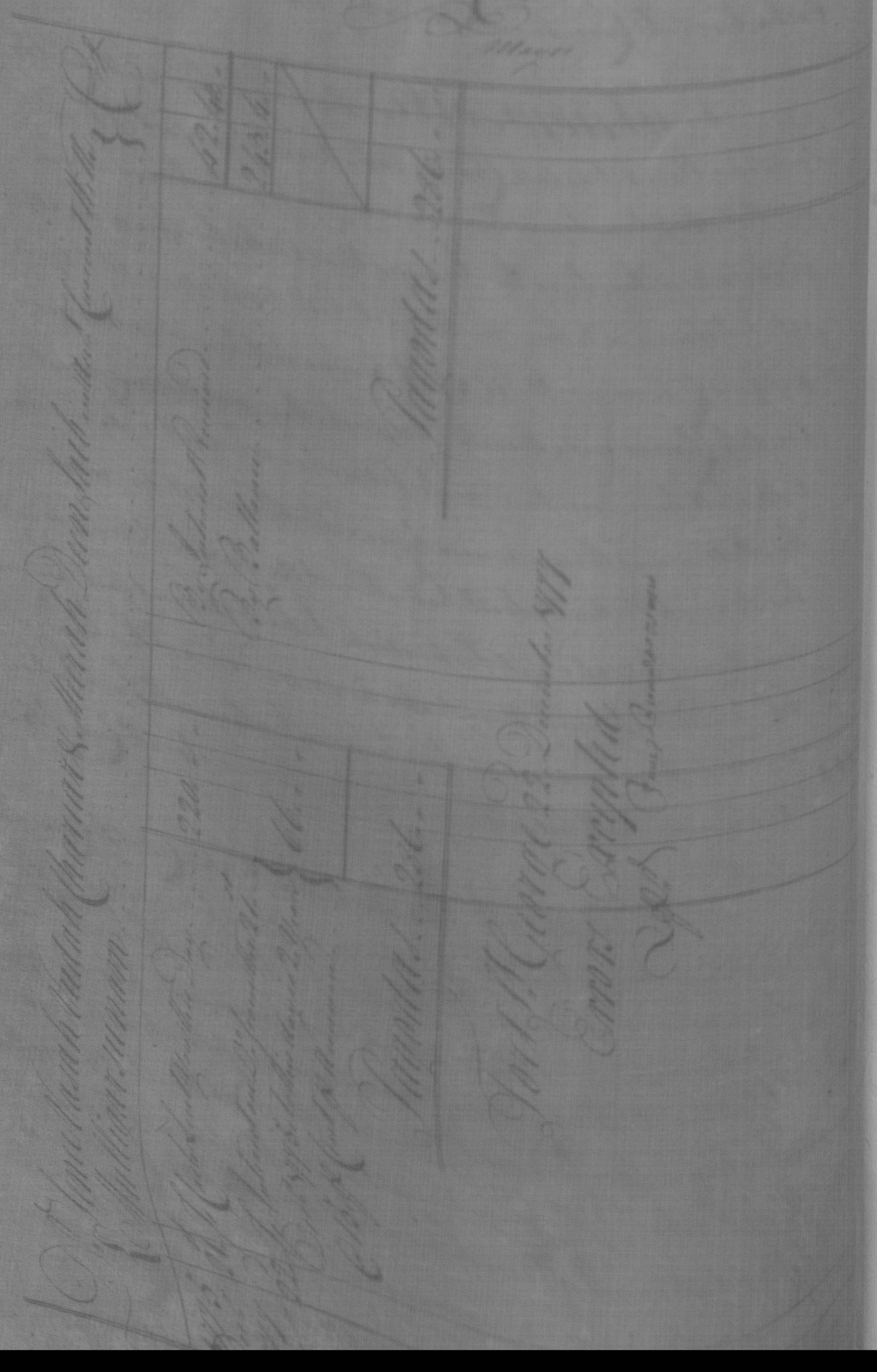
May it Please this Honble Court to Cause the
said Seniar Marah, Vandahl Chenian and Mirzah Dean duly to be
Summoned and Appear by the Sheriff of Fort Saint George Personally
Madrass Patnam and the Defendants Answer found and put to be duly true
before this Honble Court to Contain Such and Directions as this
Honble Court Shall Seem Meet and Appoint Thereupon the
Your Orator Bill of Complaint and further to Stand to and abide
by such Order and Decree therein as this Honble Court Shall
Seem Meet

Dated 2nd Jan 1773

Wm Dallas
Attorney for the Complt

(208)

(209)



Know all People To whom these Presents shall Come Greeting
Whereas Samuel Marsh Murdoch Clerk and Marsh Dundas of
Madras Inhabitants of the Ballance of an Account Current bearing date
the Twenty Second Day of December in the Year of Our Lord One thousand
Seven hundred and Seventy three Stands Indebted unto Mullegaroo
Vanoo of the same place Inhabitant in the Sum of Two hundred and Forty
Three Pagodas and four fanams Now Know ye That the said Mulle
garoo Vanoo for a Valuable Consideration to him in hand paid by
Leopold De Mayde of the same place Inhabitant at or before the Sealing
and Delivery of these presents the Receipt whereof he the said Mulle
garoo Vanoo Doth Acquit and Discharge and by these presents Doth
Assign and Set over unto the said Leopold De Mayde the said Ac
count and the Money or Amount thereof Principal and Interest there
of and all his Right and Interest of in and to the same and every part
thereof and the said Mullegaroo Vanoo for the Consideration aforesaid
hath made Constituted and Appointed and by these presents Doth
Make Constitute and Appoint the said Leopold De Mayde his
Executors and Administrators his true and Lawfull Attorney and
Attornies Irrevocable for him and in his name and on the part and
Behalf of him the Executor and Administrator but for the Sole and
Proper use and Benefit of the said Leopold De Mayde his Executors
Administrators and Assigns to Ask Require Demand and Receive of the
said Samuel Marsh Murdoch Clerk and Marsh Dundas their
Heirs Executors and Administrators the Money Due and to become
Due on the said Account Cancel and on Receipt thereof to the
said Leopold De Mayde his Heirs Executors and Administrators
Deliver Sign and Execute the same and upon Payment thereof to Deliver
Sign and Execute the same and Every part thereof Sufficient Release and Discha
rge of the said Account Cancel and Give Sufficient

Turn

Between Mallingavenum
by her Attorney Leopold De Mayola
of Madras Inhabitant Complainant
and Seven Moors Inhabitants Chariar
and Others Inhabitants Defendants

It Appearing by the Records of this Court that
the Usual Rule has issued for the Defendants to Answer the
Complainants Bill which they have neglected doing This Court
do therefore think fit to Order and Decree and it is Accordingly
Ordered and Decreed that the Defendants shall pay unto the Complai
nant the full and Just Sum of Four Hundred and Sixty three
Pagodas 24 Fs 4 Chs together
with the Usual Interest as now is or shall hereafter become Due
thereon until full Payment be made also all Costs of this Suit

By the Court

Fiat A. Thwaites Dept 1777

To the Honble the Mayors
Court at Madraspatnam

Humble Complaining Sheweth unto this
Honble Court Your Orator Seven Seven Raphael by her Attorney
Leopold De Mayola Merchant that Eighteen Parts of the
Seventeen Parts of Madras Merchant that Eighteen Parts of the
Seven Moors Merchant stands justly and truly indebted unto Your
Said Orator in the full and just Sum of Four Hundred and Ninety
Pagodas Fifteen Fanams and Sixty four Cash Current Money of
Madras Making in Sterling Money of Great Britain after the
Rate

Pounds Sterling for every Pound the Sum of [illegible]
Pounds Ten Pounds Three Shillings and Sixpence to which
and all Costs Charges and Expences to be Taxed and Allowed
Thereof for the Complainants in this Honble Court and also the
Costs and Charges that may be Awarded in respect of this Our Writ
Complainant And Whereas Our Orators said Attorney
Frequently and on Reasonable Requests Applied
Thereof to the said Defendant Yet the said Defendant
Pounds Ten Pounds Three Shillings and Sixpence
Pounds Ten Pounds Three Shillings and Sixpence
Pounds Ten Pounds Three Shillings and Sixpence

Mayor's Court at Madrasapatnam } Tuesday the 3d day of June Anno Domini

Present

James Call Esquire Mayor

John Lavina and George Stowell

Aldermen

Between [illegible] Plaintiff

by his Attorney Edward Bu[illegible]

and Cordaker of Bermuda

Merchant Defendant

Mayor's Court

No 1

W. Appearing by the Records of this Court that the Usual Rules have been served for the Defendant to Answer the Complaint and Bill which he has been Attached Anno Wt. Court the Plaintiff to Declare and Declared and Rule Rested Ordered and Decreed that the Defendant shall pay unto the Said Plaintiff the Sum of Nine Hundred and Sixty four Pags. Star. Pagodas together with the Usual Interest as soon as ascertained by the Said Court and Costs of Suit

Entd

Filed the 3d Dec. 1776

To the Worshipful the Mayor's Court at Madrasapatnam

Humbly Complaining Shewith unto this Worshipful Court Your Orator James Pendlebury of Madras Merchant that Lavanna Chitty and Somanna Chitty of the same place Merchants Jointly and Severally and Each of them Your Orator in the full Sum and Just Sum of Five hundred and Twenty four Pagodas Jantons and Just Sum of Five hundred and Forty Pagodas Current Money of Madras Making Jantons and Forty Pagodas Current Money of Madras Making Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Forty eight Pounds and Nineteen Shillings as Sterling for Which Sum the Said Lavanna Chitty and Somanna Chitty Did the Letter of Attorney Dated the Eighteenth day of August which Year of Our Lord One Thousand Seven Hundred and Seventy three and Great Britain Your Orator a certain Penalty Written Obligation for the Sum of Three Hundred and fifty Pagodas Current by them the said Lavanna Chitty and Somanna Chitty Returnable Dated the Date and Bearing with Date as aforesaid Conditioned to pay the Sum and the Interest thereof as aforesaid Current at the Rate of Nine Months from the Date thereof with the Interest at the Rate of Nine Months from the Date thereof with the Interest at the Rate of Nine Months from the Date thereof with the Interest

Mayors Court at Madraspatnam

Tuesday the 3d Day of June Anno Domini

Present

James Call Esquire Mayor

John Turing and George Taswell

Aldermen

Between [illegible] Inhabitants of Madras Merchants and Copartners of Partners and Defendant

It Appearing by the Records of this Court that the usual Rules have been served for the Defendant to answer Complainants Bill which he has not yet obeyed Ordered that unless he do Obey the said Rules and Orders and Decree that the Defendant shall pay unto the Complainant the Sum of Three Hundred and Ninety Pagodas No. 390 being the Balance of the Principal Sum of Three Hundred and Eighty Pagodas No. 380 due thereon and Interest as mentioned in the Bill and Costs of Suit

Filed the 3d Dec. 1776

To the Honble the Mayor & Court at Madraspatnam

Humbly Complaining Shew unto your Honble Worships your Honrs Orator Isaac Pandit of Madras Merchant that Lavanna Chitty and Lavanna Chitty of the same place Merchts stand Justly and Truely Indebted unto your Orator in the full and Just Sum of Four hundred and twenty two Pagodas for Goods and Cash Current Money of Madras Making Fanams and forty Cash Current Money of Great Britain at the Rate of Eight and Sixteen Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and fourteen Pounds and Nineteen Shillings or thereabouts for Which the said Lavanna Chitty Lavanna Chitty and Lavanna Chitty the Father of the said Lavanna Chitty together with the said Lavanna Chitty the Son did on the Eighteenth day of August which was in the Year of Our Lord One Thousand Seven hundred and Seventy three Sign and Seal unto your Orator a certain Bond or Written Obligation for the Sum of Three hundred and fifty Pagodas thereon to be thereafter and Lavanna Chitty Chitty and Lavanna Chitty Merchants Bound the Borders and during with Cattle and Fanams Chitty Merchants Bound the Borders and during with a promise and Condition to pay the same at three Months from the Date thereof with the Interest at the Rate of Nine per Cent per Annum as by your Orator further Shewth that the said Lavanna Chitty Chitty and Lavanna Chitty did further on the Seventeenth Day of August which was in the Year of Our Lord One Thousand Seven hundred and Seventy four Sign and Seal unto your Orator another Bond for the Sum of Fifty One Pagodas thereon by them Jointly and Severally and Duly executed and delivered to your Orator and Duly executed and delivered to your Orator and Duly executed and delivered to your Orator

(219)

We the Undersigned Coomar Calatty Chitty and Soorayan Chitty Do hereby Acknowledge to have Jointly and Severally and do bind unto Mr James Benedict the Sum of three hundred and fifty Pagodas which Sum We bind Ourselves to pay at the Expiration of 2 Months from the Date hereof with the Interest thereon at the Rate of 9 p Cent p Annum to the said Mr James Benedict or his Order without any Objection We do hereby further Declare that the above mentioned Sum is the Ballance of this Account of the Contract of Redwood which we Made with the said Mr Benedict thereforo We bind our Obligations of Our Debt in Madras 15th August 1793

Coomar Calatty Chitty
Soorayan Chitty

Signed and Sealed
in the Presence of

Teagapaty Chitty
Ananda Chitty and
Coopanna Mudelliar

A true Translation as Near as Can be from the Original
H. Du Pan
Attorney for the Complainant

Armenian Language

We the Undersigned Coomar Calatty Chitty and Soorayan Chitty Do hereby Acknowledge to have Jointly and Severally Borrowed and Received from Mr James Benedict the Sum of 54 Pagodas Current Money of Madras payable at the Expiration of Twenty Days from the Date hereof with Interest thereon at the Rate of 9 p Cent p Annum to the said Mr James Benedict or his Order without any Objection as Witness Our Hands

Madras 7th May 1794

Coomar Calatty Chitty
Soorayan Chitty

Witness to
Coopanna Chinnaya
Ananda Chitty

A true

[illegible] Complainant Petitioner
[illegible]
Attorney for the Ptf

Mayors Court
Madrasjudicum

Tuesday 2nd day of
June Anno

Present

Henry Call Esquire Mayor
John Turing and George Taylor
Aldermen

Between Peter Pugh
of Madras Merchant Copartner
and Surviving Partner of the late
Firm of the Company of Pugh
Defendant

W. Appearance by the Proctor of the Ptf that
Specifies thereon dated the Instant and Motion Marker
Esquire Leave the Return of the Warrant of Injunction issued
the Defendant Effects and that the Defendant be warned to
Appearance and Put in Answer this Complainants Bill which
doth Thereupon Mark of the Order and Decree and the Proctor
Order and Decree that the Defendant the Appearance the
Pagodas Fourteen Fanams and forty One Cash Rupees 332.41

116

together with the Interest Costs now in Suit shall become after become
Due thereon until full Payment be made also all Costs of this
Suit

Known all Men by these Presents that I Nicolas Boutflower late
of Pegu but at present of Madras Mariner am held and firmly
bound unto Pegu Raphael late of Pegu but at present of Madras
Merchant and Moses Marcus of Pegu Merchant in the Sum of Thirty
Thousand Pagodas Current Money of Madras to be paid to the said Pegu
Merchant in the Sum of Thirty Thousand Pagodas Current Money
of Madras their or either of their certain Attorney or Attorneys
Executors or Executors Administrators or Administrators Assigns
Assigns to which Payment well and truly to be made I bind
myself my Heirs Executors and Administrators firmly by these
Presents sealed with my Seal Dated the Second Day of March in
the Year of our Lord One Thousand Seven Hundred and Seventy
Eight

The Condition of this Obligation is such that
Whereas there are now Variances controversies and Disputes depending
between the above bounden Nicolas Boutflower and the above Named
Moses Marcus touching the Sum of Pagodas Thirty Thousand
Pagodas Current Money of Madras to be paid to the said Moses Marcus as
aforesaid Pegu Raphael as Attorney for the said Moses Marcus as
aforesaid Pegu Raphael as aforesaid and every other Person or Persons interested
in the same on the behalf of the said Moses Marcus as aforesaid
and Whereas the said Nicolas Boutflower and the said Moses Marcus
have by mutual Consent and Agreement chosen Mr. George Smith Esquire
George Taswell and Mr. Antonio de Souza of Madras
Merchants as well to Arbitrate Award judge and determine of
and concerning all and every the Matters aforesaid and Difference between
the said Parties and the Costs and Charges thereupon and all other
Suits

Such Release Covenant and Grant of the said Bills Bonds Judgments Executions Estate Title Interest Controversy Suit and Demands whatsoever and whensoever at Law or in Equity had made or brought commenced or prosecuted by the said Obligee or depending by and between the said parties or them or either of them and all Damages concerning all and singular the things relating to the properties of the said Ships La Diligence Cargo and also to all Charges Determined and Appointed by the Arbitrators or Umpire shall be set upon the said Ships or Cargo or either of them or Account of all or any Sum or Sums of Money recovered and received by the said Nicolas Boutlier by the Means Measures upon the said Ships La Diligence and Cargo upon Mortgage Respondentia or otherwise

Now therefore if the said Nicolas Boutlier Executors Administrators or Assigns do and shall well and truly stand to abide perform fulfill and keep the Award order Arbitrament End Determination and Appointment of the said Gregory Cornwallis and Antonio de Souza or any three of them for touching and concerning all and singular the premises and things aforesaid so as the Award be made in writing and ready to be delivered to the said Parties in person or their or each of their Attorney thereunto or before the Thirty first Day of next that then this Obligation to be void and otherwise to remain in full force Strength and Virtue And the said Nicolas Boutlier further Agrees that this his Submission shall be made a Rule of the Hon.ble Mayor's Court of Madras and that he will not prevent the Arbitrators pursuant to such Submission

In Witness whereof the said Nicolas Boutlier and the said

for himself as well as Attorney to Minas Marcar have hereto changed
My to these Presents of the same Tenor and Date set their Hands and Seals

Signed Sealed and Delivered
Where no Stamps Paper is to be had
in the Presence of
Hy DeLima
[illegible]

N. Boutlier [LS]

Know all Men by these Presents that I Pogos Raphael
late of Pegu but at present of Madras Merchant as well on my own
behalf as on the part and behalf of Minas Marcar as his Lawful
Attorney do hold and firmly bind myself and the said Minas
Marcar unto Nicolas Boutlier late of Pegu but at present of
Madras unto the Sum of Thirty thousand Pagodas Current
Money of Madras to be paid to the said Nicolas Boutlier his
certain Attorney or Attorneys Executor or Executors Administrator
or Administrators Assigns or Assigns to which Payment well and
truly to be made I bind myself and the said Minas Marcar
and each of Our Heirs Executors or Administrators firmly by these
Presents Sealed with my Seal Dated the Second day of March in the
Year of Our Lord one Thousand Seven hundred and Seventy Eight

The Condition of this Obligation is such that
Whereas there have been Matters Controversies and Disputes by and
Between the above bounden Minas Marcar and the above Named
Nicolas Boutlier touching the Ships La Diligence now lying in
Madras Road and her Cargo And Whereas as well the said
Nicolas Boutlier as the said Pogos Raphael for himself and also as

Attorney

Agreed Nevertheless that these Obligations to be Void or else the same
to remain in full force Strength and Virtue and the said Pogee
Raybaird doth further for himself as well as for the said Messrs
Marcar Agree that these his Submissions shall be made a Rule of
the Honble the Mayors Court of Madras and that they will Severally
conclude by the Arbitration that shall be made concerning the
premises by the said Arbitrators power and Mutual Submissions

In Witness whereof the said Pogee Raybaird for himself as
well as Attorney to Messrs Marcar and the said Nicolas
Bonthrone Interchangeably to two of these same Tenor and
Date Set their hands and Seals

Pogee Raybaird (L.S.)

Signed Sealed and Delivered
in the presence of Peyrin to be
Sent to Pondicherry
A. Du Pui

Pogee Raybaird as
Attorney for Mr. (L.S.)
Messrs Marcar

Sent this 3rd June 1773

To the Honble the Mayor &
Court. Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orator Francois Xavier of Madras Inhabitant
that Corsaire Cheyatoun Chitty of the same place Merchant doth
Justly and Truly indebt Your Orator in the Sum of and just
Sum of One Hundred and Twenty three Pagodas Twenty Eight Fanams
and Sixty four Cash Current Money of Pegue Making in Sterling
Money of Great Britain as Fifty Eight shillings forway
Pagoda Twenty Pounds Twelve Shillings and upwards as will
more

Fort Saint George 2d June 1775

Exd Bromley
Attorney for the Complainants

Fort Saint George 2d June 1775
The Bill was shewn to me between
the Hours of Adjournment & Commencement
of Court

James Call
Mayor

Know all Men by these Presents that I Cassa
Jore Chayatoun Chitty of Madras for and in Consideration of the Sum of
One Hundred and fifty Star Pagodas to me in hand paid by Mr
Francisco Xavier have Granted Bargained Sold Transferred Mortgaged and Assigned and do hereby
Grant Bargain Sell Transfer Mortgage and Assign unto the said Mr Francisco Xavier Luis
Houses and Grounds as follows Viz.t a House and Ground situate
at Montah Pettah in new Street of Sellingapatchy Chitty and Mosha
man Chitty's Garden containing in Length Sixty four feet and in
Breadth Forty four Feet Between the Houses of Cassa Nadar Mosha and
Cammee Reddy Reddy and another House and Ground situated at
Montah Pettah in new Street at Mallowar a Lascar Pagoda Contai
ning in Length Sixty and three Quarter feet and in Breadth Twenty
Four feet Between the Grounds of Vedia Villapah Chitty and Cundadoo
Chitty together with all Appurtenances now belonging to the same
to have and to hold the said Mr Francisco Xavier his Heirs and Assigns
for ever provided Nevertheless that if the aforesaid Sum of One Hundred and
fifty Star Pagodas with Interest for the same after the Rate of
Twelve per Cent per Annum Lawful Money shall be well
and truly paid unto the above named Mr Francisco Xavier his
Heirs or Assigns then and immediately upon such Payment the
said Cassa Cha Chitty his Heirs or Assigns shall and
may enter upon and Repossess and Enjoy the
Premises above Mortgaged but in case either of the said
Sums

Sums of Money aforesaid shall not be paid at the Time
appointed for Payment thereof then and in such case
it shall and may be lawful to and for the said Mr Francisco Xavier
his Heirs and Assigns to enter upon and take possession of the
Premises and to Sell the same by Public Auction and out of the
Money arising by such Sale to retain the Principal Money and
Interest due thereon and all Costs and Charges attending such
Sale and the Overplus if any there be shall be paid to the said
Cassa Cha Chitty his Heirs or Assigns and the said Cassa Cha Chitty
for himself his Heirs Executors and Administrators doth Covenant
Promise and Agree to and with the said Mr Francisco Xavier his
Heirs and Assigns that he the said Cassa Cha Chitty his Heirs
Executors or Administrators shall and will pay unto the said
Mr Francisco Xavier his Heirs or Assigns the said Sum of One Hundred and
fifty Star Pagodas with Interest for the same after the Rate of
Twelve per Cent per Annum Lawful Money on the Day and Time
above limited for Payment thereof without Fraud or Delay and
that in case default shall be made in Payment of the said Sum
of Money or Interest or any Part thereof contrary to the Tenor
and Intent of these Presents then and in such case it shall and
may be lawful to and for the said Mr Francisco Xavier his Heirs
and Assigns to enter upon and take possession of the Premises
and to Sell the same by Public Auction and out of the Money
arising by such Sale to retain the Principal Money and Interest
due thereon and all Costs and Charges attending such Sale and
the Overplus if any there be shall be paid to the said Cassa Cha
Chitty his Heirs Executors or Administrators and the said
Cassa Cha Chitty for himself his Heirs Executors and Administrators
doth Covenant Promise and Agree to and with the said Mr Francisco
Xavier his Heirs and Assigns that he the said Cassa Cha Chitty his
Heirs Executors or Administrators shall and will pay unto the
said Mr Francisco Xavier his Heirs or Assigns the said Sum of
Money and Interest aforesaid at the Time and Place above
limited for Payment thereof without Fraud or Delay and
that in case default shall be made in Payment of the said Sum
of Money or Interest or any Part thereof contrary to the Tenor
and Intent of these Presents then and in such case it shall and
may be lawful to and for the said Mr Francisco Xavier his Heirs
and Assigns to enter upon and take possession of the Premises
and to Sell the same by Public Auction and out of the Money
arising by such Sale to retain the Principal Money and Interest
due thereon and all Costs and Charges attending such Sale and
the Overplus if any there be shall be paid to the said
Cassa Cha

Carnatic Expenditure Bills — Account Current with Francisco Xavier (C)

777					777				
March	3	To Your Mortgage Bond of this date Payable with 6 Months Int @ 12 p Cent p Annum 150 . .			Dec 29	By Ballance Due to this Day		176	28 64
		To Interest on D° from the 3 March to 29th Dec 777 viz 26 @ 12 p C	14	28 64					
			164	28 64					
July	3	To Your Note of Hand Payable on Demand	12	. .					
		Pagodas	176	28 64			Pagodas	176	28 64

Madras 29th December 777

Errors Excepted

p^r Francisco Xavier

(1876) 120

(230)

Mayor Court at Madrasapatnam } Present

James Call Esquire Mayor
Lewis Morlot and Peter Rodrigues
Aldermen

Edward Lowe of Madras Inhabitant [illegible]

Mayor Court

In Opposition to the Record of this Court the Plaintiff has exhibited for the Defendant to Answer a Bill which he has Scaled to this Court which this Court thinks fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of One Hundred and Twenty Star Pagodas Eight Fanams and Sixty four Cash (Pags 120. 28. 64) with Interest for the same at the Rate of Twelve per Cent per Annum from the Time of the Bill filed Interest to run on the whole Sum of Principal

(231)

To the Hon^ble the Mayor & Court at Madrasapatnam

Exd this 16th June 1713

Humble Complaining Sheweth unto this Hon^ble Court Your Orator John Mercy of Madras Merchant that Edward Lowe at present of Madras aforesaid Mariner stands Indebted to Your Orator in the full and Just Sum of Thirty Seven Pagodas Six Fanams Your Orator in the full and Just Sum of Thirty Seven Pagodas and Eight Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fourteen Pounds Seventeen Shillings and Eight Pence or thereabouts as well Manifestly and at large Appear by an Account thereunto Annexed for the Payment of which Humble Sum may be willingly Discovered on part of this his Bill of Complaint Notwithstanding Your Orator hath frequently and diligently Manner Yet the said Edward Lowe Obstinately and wilfully Refuse and pray that the Hon^ble Court thereof may Grant Your Orator any Summons & Process to Pay the same or to Grant Your Orator any Writ or Relief as to Equity and good Conscience shall appertain Forasmuch as the Premises are all matters Cognizable in this Hon^ble Court To the End therefore that the said Edward Lowe may upon his Corporal Oath full true Direct and Perfect Answer to all and Singular the Matters and things herein before set forth and Alledged as fully Clearly and Effectually to all Intents and Purposes as if the same were here Again Repeated and particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Thirty Seven Pagodas and Eight Fanams with all Such

Mayor's Court
Madraspatnam

Tuesday the 27th Day of March
Anno Domini 1778

Present

L.S.

James Call Esquire Mayor
George Smith and George Proctor
Aldermen

Mayor's Court

Thomas Johnson Murray
Gent. Attorney
for Madras Victualler Complainant
and Edward Samuel Powell
late of Madras aforesaid Mariner
Defendant

It Appearing by the Records of this Court that the Usual Rules have been found 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 Pagodas 37 Fo 5 Together Thirty Seven Pagodas and Eight Fanams Pagodas 37 Fo 5 Together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By Ct

(232)

Mayor's Court
Madraspatnam

10th January 1778

Thomas Johnson Attorney for Plaintiff Complainant
Exhibited his Bill against the Defendant and that the
Defendant hath not
Appeared to the Same Nor Answered
Said Bill Whereupon it is Ordered
that the Bill be taken Pro Confesso
and a Warrant do Issue

James Call
Mayor

Mr Edward Jones

1777 August 1st Pagodas
To Amount of Sundry Articles this Month 24
September 1st Do 1
October 1st Do 2
December 1st Do 10
37 5

Pagodas

Madras 16th January 1778
Errors Excepted
Johnson Murray

To the Honble the Mayor
Court &c. Madraspatam

Humble Complaining Showeth to
Court Your Orator Thomas Hastings of Madras Merchant
declaring the Complainant Substituted Attorney to
Orator of the Will and Testament of Cuchundad and
Pagoda Seventy seven and Twenty Eight Cash Current
Madras Making in Madras Pagoda
the Value of Eight Shillings for Every Pagoda thereof
Pounds and Thirteen Shillings on the Book as will more
Appear by an Account Current and also by
Translation for Mortgage Bond Bearing and
Orator by the said Vencadachen bearing date the first
his which was in the Year of Our Lord one thousand
one Seventy Seven hereunto Annexed for the Inspection
Honble Court both which Your Orator prays may be
Part of this his Bill of Complaint and whereas Your
frequently requested and Demanded the Payment
said Sum of One hundred and Twenty seven Pagodas
and Twenty Eight Cash from the said Vencadachen

Nevertheless the said Vencadachen
the said Sum or any Part thereof but wholly refuses
Answer Your Orator any Manner of Satisfaction
Premises Your Orator humbly Prays a Writ of
Honble Court to be directed to the said
To the End the said Vencadachen may
Corporal Oath Subscribing Pains and Penalties
Interrogatories Hereunto Annexed or to such
as fully truly and Effectually to all Intents and

Same were hereupon Separately and particularly Interrogated and
that they may be directed to pay unto Your Orator the aforesaid Sum of
One hundred and Twenty seven Pagodas Seventy seven and Twenty
Eight Cash together with Allowance Interest or Damages which by
the Course of this Honble Court to be allowed Costs of this Suit

Humbly Prays this Honble Court the Cause thus
said Vencadachen to be Summoned and Appeared by the Sheriff of
Fort Saint George Peons of Madraspatam and the Districts thereof
Personally to be and Appear before this Honble Court at a certain
time and place to be by this Honble Court prefixed and Appointed
then and there to Answer this Your Orator Bill of Complaint
and further to Stand to and abide by such Order and Decree
therein as to this Honble Court shall Seem Meet

Vencadachen with Mr. Hastings Statement of Account —

				1777				
	To Settlement and Principal of Mortgage Bond Date of this Date	127	15	6	By Cash Remitted on Part	11	-	-
	To Interest on 127 Pags 15 Cash 6 Cash from this day is 3 Months and 13 Augt @ 12 p Cent p Annum	1	2	2	By Interest on 127 Pags 15 Cash 6 Cash from 10th December 1777 this day is 2 Months and 3 days @ 12 p Cent p Annum	-	10	60
						11	10	60
					By Balance	124	7	28
	Pagodas	135	17	68	Pagodas	135	17	68

Fort Saint George 15th Feby 1778
Errors Excepted

Dated the 7th September 1778

Whereas by a Decree of this Court bearing Date the Day of
Month Between Thomas Hyde Clarke Complainant and
William Hyde Defendant and Anne Pagan and Rob
Pagan Executors of Joseph Hunt Deceased Defendants
Thereby Ordered and Decreed that the Defendant
Should Account before the Worshipful Thomas Call Esquire
Mayor and George Smith and George Proctor Esquires
Aldermen Two of the Commissioners of this Court
for Taking Accounts of Orphans Estates and Intestates
Effects and Pay unto the Complainant what should
appear due upon the Balance of such Account
Together with Interest and Costs of Suit as in and
by the said Decree Relation being thereunto had
may more fully and at large appear Now we the
Commissioners by the Decree Named Do Certify
to this Court

William Hyde
Executor of Thomas
and
Hannah Clarke

Hyde & Clarke

A True Extract from the Minutes of the
Original Matter Lodged by the Complainants Solicitor

Henry Du Pre

Mayors Court
Madraspatnam

Tuesday the 7th Day of March
Anno Domini 1778

Present

James Call Esquire Mayor
George Smith and George Proctor
Aldermen

Between Thomas Clarke
Executor of Madras Merchant
Complainant and Hannah Clarke
Executrix Inhabitant
Defendant

The Defendant being in Court and Return
lodging the Minutes of the Complainants Demand this Court
doth therefore think fit to Order and Decree and it is Accordingly
Ordered that the Defendant shall pay unto the Complainant
and Do it that the Defendant shall pay unto the Complainant
the full and just Sum of One Hundred and Twenty four
Pagodas Seven Fanams and Twenty Eight Cash P 124.7.28
Pagodas Seven Fanams and Twenty Eight Cash with Interest
Together with the Costs of Suit to be Taxed on the Decree
Due thereon until the Full Payment to be made and Costs of this
Suit

Hyde

Filed the 26th Jany 1778

To the Honble the Mayor
Court at Madrapatam

Humble Complaining Sheweth unto this Honble Court Your Orator Solomon Lazarus of Madras Subscribed by his Attorney Dominico Salvarona of the same Place Subscribed that Alagapah Chitty alias of Madras Merchant stands indebted unto Your Orator in the full and just Sum of Three Hundred and Two Pagodas Current Money of Madras Making One Thousand Rupees Current Money of the Coast of Eight Shillings for Every Pagoda the Sum of Nine and Twenty Eight Pounds Nineteen Shillings and Two Pence sterling as will more fully and at Large Appear by Two Mortgage Bonds or Obligations and an Assignment of Lease of the Premises Mortgaged Bonds or Obligations and an Assignment or Lease Attorney being in Your Orators Attorneys Custody and to be Produced for the Inspection of this Honble Court if Required and Your Orator further Sheweth unto this Honble Court that the said Alagapah Chitty hath not as yet made Payment of the said Sum of Three Hundred and Two Pagodas Current Money of Madras or any Part thereof although often Requested so to do in a friendly and Amicable Manner

Butnow so it is Maypleas your Honour this Honble Court the said Alagapah Chitty Obstinately and Wilfully Refuses to pay the same to your Orator to the great Damage of your Orator and Premises Your Orator therefore Prays Process of this Honble Court may Issue to Compel the said Alagapah Chitty to be and Appear before this Honble Court at a certain time and Place to be Limited by this Honble Court to Answer the Premises and to Stand to Perform such Order and Decree therein as to this Honble Court shall Seem Meet

Solomon Lazarus

Filed the 26th Jany 1778

Let a Subpoena Issue returnable the 2d Tuesday in March next

James Call
Mayor

To the End therefore that the said Alagapah Chitty May upon his Corporal Oath fully True Direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alleged as fully truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three Hundred and Two Pagodas Current Money of Madras Making One Thousand Rupees Current Money of the Coast with a Month's Interest as now is or Shall Hereafter become due thereon also all Costs of this Suit

And it Please this Honble Court to Cause the said Alagapah Chitty to be Summoned and Required by this Writ or Subpoena to be and Appear before this Honble Court at a certain time and Place to be Limited by this Honble Court Personally and Appointed then and there to Answer Perfect and Answer to all and Singular the Premises and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

John Sykes
Attorney for the Complainant

24th Jany 1778
This Bill was Sworn to in Court the Day of the Commencement of this Summons upon the Honble Mayor Court Day

James Call
Mayor

Memorandum for Mortgage Bond or Obligation Dated 20th October 1775

Memorandum Alagapah Chitty Son of Valayingal Chitty of St Thomes Merchant do Alagapah Chitty Son of Valayingal Chitty of St Thomes Merchant do Give this Mortgage Bond or Obligation to Solomon Lazarus Son of Moseley Yesudam Late of Madras Gentleman Deceased Conveying Mortgaging and Assigning unto the said Solomon Lazarus his Executors Administrators and Assigns All that Messuage or Dwelling House and Premises Situate Lying and being at Triplicane Village Without the Bounds of the Black Town of Madras Commonly Called and Known by the Name or Sign of Nanarayen's House Bounded on the East by the Sea Shore on the West by the Mount Road on the North by the Garden belonging to the Heirs of Mr Thomas Deceased and on the South by the Garden belonging to Mr Thomas Deceased and Now in the Occupation of Mr Thomas Aforesaid and Lately Belonging to Nanarayen Deceased and Now Belonging to the Heirs of the said Nanarayen Deceased and Lately Purchased by the said Alagapah Chitty of the Heirs of the said Nanarayen Deceased as by Deed of Sale Bearing Date the 20th Day of June One Thousand Seven Hundred and Seventy Five and Lately Executed by the said Nanarayen Deceased and Now in the Possession of the said Alagapah Chitty

Hawkins Covenant Mar Pagadas f. Madras to Account Rupees
the Rate of 12 p Cent p Annum which said Sum
Pagadas I do promise to pay unto the said
Mary Hawkins her Heirs Exors Admors or Assigns
Jeremy Witness my Hand & Seal this Seventh day of
Thirty Rupees Madras Currency Value Received
(Endorsed) Madras

(Signed) J. Maggrah

Witness
Thomas Motte Fairbrother Mack

The aforegoing is said to be a true Translation of
the Original written Malabar Language by Sarkanyan Interpreter

John Lake
Attorney for the Complainant

Sworn State of Mortgage Bond or Obligation Dated 9th May 1776
J. Maggrah Cutty Sarkanyan Cutty of Pannaiyan
this Mortgage Bond or Obligation Witnesseth That I
Maisley Vasalum Cott of Madras am very Legally Possessed of
Mortgage and Bound Unto Ann Hawkins
and having Borrowed and Received of Her the Sum of 1000 Pa
Hawkins Covenant Mar Pagadas f. Madras to Account
Rate of 12 p Cent p Annum which said Sum I Promise to Pay
Interest on Demand. Now I grant this by my Covenant
Witness my Hand & Seal and Cowle Rockamah
this Twenty Ninth Day of May 1776 Dated by Sarkanyan Interpreter
(Endorsed) Madras

[Signed] J. Maggrah

The aforegoing is said to be a true Translation of
the Original written Malabar Language by Sarkanyan Interpreter

John Lake
Attorney for the Complainant

Sworn

To all People to whom these Presents shall come
Cousins Thomas Alcayde Chief of the Mudoes Indians
Ballance of an Account Current Stating that the Subscribers
of Savannah in the Province Now of West Florida
Five Hundred and Seventy Eight Pounds Sterling
of Mudoes in the Year of Three Hundred and Seventy Eight
Seventeen Shillings and Sixty Cents Current Money of Mudoes
upon Fair Exchange Bonded Obligation is in Dollars
Account Current May Appear Now Know Ye that I
Lyrang for a Valuable Consideration to me in Hand Paid by
Johnson of Mudoes Inhabitant at or before the Sealing and
these Presents the Receipt whereof is hereby Acknowledged
Padoroo Lyrang hath Assigned and Set over and by these
Account Current And the Money or Account Thereupon
thereupon Due and Owing And which may become Due thereupon
and all his Right and Interest of in and to the same and every
thereof and thereon Padoroo Lyrang for the Consideration aforesaid
hath made Constituted and Appointed and by these Presents doth
Make Constitute and Appoint the said Domingo Johnson
Executor and Administrator his true and Lawfull Attorney and
in his Name to Sue for him and in his Name and in the Name and
Name of his Executor and Administrators Use for the Recovered
Proper and Lawfull Benefit of the said Domingo Johnson his Executors
Administrators and Assigns To Ask Require Demand and Receive
of the said Mugcayde Chiefly his Heirs Executors and Administrators
the Money Justly due to become due On the said Account Current and
On Mere Payment thereof the said Domingo Johnson his Heirs
Executors and Administrators for his or their and Receipt thereof
One Payment thereof to Deliver up the said Account Current and

Bonds and Upon Sufficient Release & Discharge therefore said One or more
Attorney or Attorneys under him to Constitute and substitute one or more
Domingo Johnson or his Attorney or Attorneys under him shall
Lawfully do in the Premises for the said Padoroo Lyrang doth hereby
Allow and Assigns And the said Padoroo Lyrang doth Covenant
with the said Domingo Johnson that he the said Padoroo Lyrang
hath not Received Nor will Receive the said Money due or to
become due on the said Account Current or any part thereof neither
shall Or will Release or Discharge the same or any part thereof but
will Own and Allow all Lawfull Proceedings for the Recovering
thereof but the said Domingo Johnson Saving the said Padoroo
Lyrang Harmless of said from Any Costs that may happen to him
thereby In Witness whereof the said Padoroo Lyrang hath
hereunto Set his Hand and Seal in Pensacola this One
Tenth Day of January in the Year of Our Lord One Thousand Seven
Hundred and Seventy Eight

Signed Sealed and Delivered
Johnson Stamp't Paper is to be had
in the Province of

Mayors Court at Madraspatnam } Tuesday the 23d Day of } Anno Domini 1771

Present

James Call Esquire Mayor

George Smith and George Proctor

Aldermen

Mayors Court

Belmen Inhabitant of Madras Inhabitant by his Attorney Domingo Johanna of the same Inhabitant Complainant and Rahim Inhabitant of Madras Merchant Defendant

Appearing by the Records of this Court that the usual Rules have issued for the Defendant to appear to the Complainants Bill which he has not Obeyed Nor Come Therefore Think fit to Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Three Hundred and Twenty Two Pagodas Seventeen Fanams and forty Cash Pag. 322 17 40 Together with all Such Interest as no more shall Become due thereon until full Payment is made also all Costs of Suit

Recd

15th Decr 1771

To the Honble the Mayor &c Court at Madraspatnam

Humble Complaining Shewith unto this Honble Court Your Orator George Proctor of Madras Merchant that Cahemahamed and Rahim Saib Inhabitant of Nawaypauram Inhabitant are justly and truely indebted unto Your Orator in the full and just Sum of Two Hundred and Sixty five Pagodas Current Money of Madras Making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Six Pagodas or there abouts being in part of Bond Given and Granted unto Your Orator by the said Cahemahamed and Rahim Said and the first Day of June which was in the Year of Our Lord One Thousand Seven hundred and Seventy Six for the Sum of Three hundred and Ninety Six Pagodas whereof the aforesaid Two hundred and Sixty five Pagodas was Condathamed to be paid on the first Day of January in the present Year of Our Lord and the other Sum as a Dated not Yet required to by the said Bond Your Orator Possessed and which is ready to be produced when required may Appear

And whereas Your Orator Shewith that he hath frequently and in an Amicable Manner Requested Payment from the aforesaid Cahemahamed and Rahim Saib for the aforesaid Sum of Two hundred and Sixty five Pagodas

But now it is may it please this Honble Court the said Cahemahamed and Rahim Saib Obstinately and Wilfully Refuse to pay the same or to Give Your Orator any Manner of Satisfaction touching the premises for Your Orator therefore Prays a General Writ of Summons to this Honble Court to Appear

Agreeable

Agreeable to which Writ and Court Summons to the said Thomas Stevens (Cahemahamed and Rahemsah) was repeatedly Called but Failed to Come Forward and Appear to make Oath to the Matters and things herein before set forth and to Shew Cause why Execution should not forthwith issue against his Goods and Chattels for the Debt and Costs of Suit herein Claimed and Sworn to by the said Complainant and that the said Cahemahamed and Rahemsah (Thomas Stevens) may be Decreed to pay unto the said Complainant the Sum of One Hundred and Sixty four Pagodas also all Costs of Suit

Mayor's Court Mayor. The Honble Court by the said Cahemahamed and Rahemsah (Thomas Stevens) to be Summoned by the Sheriff of Madraspatnam and the Districts thereof to Appear before this Honble Court at a Calendar Time and place by this Honble Court prefixed and Appointed then and there to Answer the Plaint Contained Bill of Complaint and further to hear and abide by such further Order and Decree therein as this Honble Court Shall Think Meet

15th December 1777

K. V. Du Pre
Attorney for the Complt

This Bill was shewn to me on the Day of Appearance to the Summons & Account of Costs Returned Immediately by the Complainant I have taking Oath to the Justness of the Bill and that he has Security to Return the Defendant will Depart from the Jurisdiction of this Honble Court upon hearing this Bill may be Dismissed thereto

Pardoven Maistre
Mayor

(247)

Mayor's Court
Madraspatnam

Tuesday the 3d Day of March
Anno Domini 1778

Present

James Call Esquire Esquire
George Smith and George Proctor
Aldermen

Between George Proctor of Madras Merchant Complainant and Cahemahamed and Rahim Said Thomas of Nawanpuranum Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been for the Defendant Cahemahamed to Answer the Complainants Bill which he has Neglected Doing this Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Sixty Two Pagodas One Fanam and Sixty Cash (Pags 132.21.60) together with all Such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

J. Call

Filed the 25th March 1778

To the Honble the Mayor
Court at Madrasapatam

Humbly Complaining Shew to the
Honble Court Your Orator Pauliagoney Cundatchy of Madrasapatam
by his Attorney Thomas Richardson of the same place Inhabitant
That Simmul Rayo Mudeliar of the same place is
Justly and Truely indebted unto Your Orator in the
Principal Summ of Eighty Star Pagodas Current Money of the
Coast Making in Sterling Money of Great Britain at the Rate of
Shillings for every Pagoda the Summ of Sterling
as will more fully and at Large Appear by a Certain Bond
bearing Date the Day of in the Year of Our Lord One Thousand Seven hundred and
Seventy Seven Executed by the said and Assigned over to Your Orator
Power of Attorney is herewith Produced for the Inspection of
Honble Court and unto which Your Orator prays may be deemed
Part of this Your Orator's Bill of Complaint And Whereas
Your Orator hath frequently and often Demanded
the Payment from the said Simmul Rayo Mudeliar of the
Summ of Eighty Pagodas

But now so it is May it please this
Court that the said Simmul Rayo Mudeliar Contriving
fully to Defraud Your Orator of the Same Refuses to Pay the same or any part
thereof Pretending that the Premises were Done by Your Orator therefore Pays
Unto such as to this Honble Court shall Appear Reasonable and
Conscionable For the End therefore that the said Simmul Rayo
Mudeliar may upon his Corporal Oath a full true Direct

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 thereto again Repeated and particularly Interro-
rogated and that he may be Decreed to pay unto Your Orator the aforesaid
Summ of Eighty Pagodas together with all such Interest as now is or
shall thereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said
Simmul Rayo Mudeliar as aforesaid to be Summoned and Enjoined by the
Sheriff of Fort St George Lascars of Madrasapatam and the Peons thereof
Personally to be and Appear before this Honble Court at a certain time
and Place to be by this Honble Court Assigned and Appointed therein and
thereto Answer this Your Orator's Bill of Complaint and further to
Interrogate 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

Thos Brown
Attorney for the Complainant

Dr. March 1778

The Complainant having Sworn to this
Bill and that he has Reason to believe the Defendt
about Leaving the Jurisdiction of this Court
Let a Summons issue to him immediately and
Warrant of Arrest

James Call
Mayor

Summons & Bond or Obligation Dated the 5th February 1778

To Simmul Rayo Mudeliar Greeting Whereas
Pauliagoney Cundatchy on an urgent Occasion Hath borrowed and
Received of You the Summ of Eighty Star Pagodas Current Money of
Madras which Sum he promises to pay on or before the twenty
March Next with Interest as may become Due thereon after
the Rate of 12 p Cent p Annum & do Give this my Covenant Witness
Simmul

Know all Men by these Presents that I Nimmal Ranjis Pattiwaranagewatte
of Madawalapattuwa in the District of Seven Korles
(hereinafter called and known by the name and style of the Obligor)
for and in consideration of the sum of Rix Dollars
to me in hand well and truly paid by Thomas Richardson
of Colombo Esquire (hereinafter called and known by the name and style of the Obligee)
the receipt whereof I do hereby acknowledge and myself and my Heirs Executors and Administrators
fully satisfied contented and paid and thereof and of every part thereof do hereby
acquit release and discharge the said Thomas Richardson his Heirs Executors and Administrators
by these presents I the Obligor have granted bargained sold assigned transferred and set over
and by these presents do grant bargain sell assign transfer and set over unto the said Thomas Richardson his Executors
Administrators and Assigns all that Land and Premises situate lying and being at Madawalapattuwa
aforesaid containing in extent about Acres of Paddy Land be the same more or less
and bounded on the North by
on the East by
on the South by
on the West by
and all the Estate right title interest claim property possession and demand whatsoever of me the said
Obligor of in and to the same and every part thereof with the appurtenances
To have hold and enjoy the said Land and Premises hereby granted bargained sold assigned transferred and set over
or intended so to be unto the said Thomas Richardson his Executors Administrators and Assigns
for ever free and clear and freely and clearly acquitted exonerated and discharged of and from all
former and other gifts grants bargains sales mortgages leases charges and incumbrances whatsoever
And I the said Obligor for myself my Heirs Executors and Administrators do hereby covenant promise and agree
to and with the said Thomas Richardson his Executors Administrators and Assigns that I the said Obligor
my Heirs Executors and Administrators shall and will warrant and defend the said Land and Premises
hereby granted bargained sold assigned transferred and set over or intended so to be unto the said
Thomas Richardson his Executors Administrators and Assigns against me the said Obligor my Heirs
Executors and Administrators and against all and every person and persons whatsoever lawfully claiming
or to claim the same or any part thereof by from or under me them or any of them
In Witness whereof I the said Obligor have hereunto set my Hand and Seal
at Colombo this Twenty Sixth day of March in the Year of Our Lord
One thousand Seven hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles

Know all Men by these Presents that I Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles (hereinafter called and known by the name and style of the Obligor)
for and in consideration of the sum of Rix Dollars
to me in hand well and truly paid by Thomas Richardson
of Colombo Esquire (hereinafter called and known by the name and style of the Obligee)
the receipt whereof I do hereby acknowledge and myself and my Heirs Executors and Administrators
fully satisfied contented and paid and thereof and of every part thereof do hereby
acquit release and discharge the said Thomas Richardson his Heirs Executors and Administrators
by these presents I the Obligor have granted bargained sold assigned transferred and set over
and by these presents do grant bargain sell assign transfer and set over unto the said Thomas Richardson his Executors
Administrators and Assigns all that Land and Premises situate lying and being at Madawalapattuwa
aforesaid containing in extent about Acres of Paddy Land be the same more or less
and bounded on the North by
on the East by
on the South by
on the West by
and all the Estate right title interest claim property possession and demand whatsoever of me the said
Obligor of in and to the same and every part thereof with the appurtenances
To have hold and enjoy the said Land and Premises hereby granted bargained sold assigned transferred and set over
or intended so to be unto the said Thomas Richardson his Executors Administrators and Assigns
for ever free and clear and freely and clearly acquitted exonerated and discharged of and from all
former and other gifts grants bargains sales mortgages leases charges and incumbrances whatsoever
And I the said Obligor for myself my Heirs Executors and Administrators do hereby covenant promise and agree
to and with the said Thomas Richardson his Executors Administrators and Assigns that I the said Obligor
my Heirs Executors and Administrators shall and will warrant and defend the said Land and Premises
hereby granted bargained sold assigned transferred and set over or intended so to be unto the said
Thomas Richardson his Executors Administrators and Assigns against me the said Obligor my Heirs
Executors and Administrators and against all and every person and persons whatsoever lawfully claiming
or to claim the same or any part thereof by from or under me them or any of them
In Witness whereof I the said Obligor have hereunto set my Hand and Seal
at Colombo this Twenty Sixth day of March in the Year of Our Lord
One thousand Seven hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles

Know all Men by these Presents that I Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles (hereinafter called and known by the name and style of the Obligor)
for and in consideration of the sum of Rix Dollars
to me in hand well and truly paid by Thomas Richardson
of Colombo Esquire (hereinafter called and known by the name and style of the Obligee)
the receipt whereof I do hereby acknowledge and myself and my Heirs Executors and Administrators
fully satisfied contented and paid and thereof and of every part thereof do hereby
acquit release and discharge the said Thomas Richardson his Heirs Executors and Administrators
by these presents I the Obligor have granted bargained sold assigned transferred and set over
and by these presents do grant bargain sell assign transfer and set over unto the said Thomas Richardson his Executors
Administrators and Assigns all that Land and Premises situate lying and being at Madawalapattuwa
aforesaid containing in extent about Acres of Paddy Land be the same more or less
and bounded on the North by
on the East by
on the South by
on the West by
and all the Estate right title interest claim property possession and demand whatsoever of me the said
Obligor of in and to the same and every part thereof with the appurtenances
To have hold and enjoy the said Land and Premises hereby granted bargained sold assigned transferred and set over
or intended so to be unto the said Thomas Richardson his Executors Administrators and Assigns
for ever free and clear and freely and clearly acquitted exonerated and discharged of and from all
former and other gifts grants bargains sales mortgages leases charges and incumbrances whatsoever
And I the said Obligor for myself my Heirs Executors and Administrators do hereby covenant promise and agree
to and with the said Thomas Richardson his Executors Administrators and Assigns that I the said Obligor
my Heirs Executors and Administrators shall and will warrant and defend the said Land and Premises
hereby granted bargained sold assigned transferred and set over or intended so to be unto the said
Thomas Richardson his Executors Administrators and Assigns against me the said Obligor my Heirs
Executors and Administrators and against all and every person and persons whatsoever lawfully claiming
or to claim the same or any part thereof by from or under me them or any of them
In Witness whereof I the said Obligor have hereunto set my Hand and Seal
at Colombo this Twenty Sixth day of March in the Year of Our Lord
One thousand Seven hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles

Know all Men by these Presents that I Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles (hereinafter called and known by the name and style of the Obligor)
for and in consideration of the sum of Rix Dollars
to me in hand well and truly paid by Thomas Richardson
of Colombo Esquire (hereinafter called and known by the name and style of the Obligee)
the receipt whereof I do hereby acknowledge and myself and my Heirs Executors and Administrators
fully satisfied contented and paid and thereof and of every part thereof do hereby
acquit release and discharge the said Thomas Richardson his Heirs Executors and Administrators
by these presents I the Obligor have granted bargained sold assigned transferred and set over
and by these presents do grant bargain sell assign transfer and set over unto the said Thomas Richardson his Executors
Administrators and Assigns all that Land and Premises situate lying and being at Madawalapattuwa
aforesaid containing in extent about Acres of Paddy Land be the same more or less
and bounded on the North by
on the East by
on the South by
on the West by
and all the Estate right title interest claim property possession and demand whatsoever of me the said
Obligor of in and to the same and every part thereof with the appurtenances
To have hold and enjoy the said Land and Premises hereby granted bargained sold assigned transferred and set over
or intended so to be unto the said Thomas Richardson his Executors Administrators and Assigns
for ever free and clear and freely and clearly acquitted exonerated and discharged of and from all
former and other gifts grants bargains sales mortgages leases charges and incumbrances whatsoever
And I the said Obligor for myself my Heirs Executors and Administrators do hereby covenant promise and agree
to and with the said Thomas Richardson his Executors Administrators and Assigns that I the said Obligor
my Heirs Executors and Administrators shall and will warrant and defend the said Land and Premises
hereby granted bargained sold assigned transferred and set over or intended so to be unto the said
Thomas Richardson his Executors Administrators and Assigns against me the said Obligor my Heirs
Executors and Administrators and against all and every person and persons whatsoever lawfully claiming
or to claim the same or any part thereof by from or under me them or any of them
In Witness whereof I the said Obligor have hereunto set my Hand and Seal
at Colombo this Twenty Sixth day of March in the Year of Our Lord
One thousand Seven hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles

Know all Men by these Presents that I Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles (hereinafter called and known by the name and style of the Obligor)
for and in consideration of the sum of Rix Dollars
to me in hand well and truly paid by Thomas Richardson
of Colombo Esquire (hereinafter called and known by the name and style of the Obligee)
the receipt whereof I do hereby acknowledge and myself and my Heirs Executors and Administrators
fully satisfied contented and paid and thereof and of every part thereof do hereby
acquit release and discharge the said Thomas Richardson his Heirs Executors and Administrators
by these presents I the Obligor have granted bargained sold assigned transferred and set over
and by these presents do grant bargain sell assign transfer and set over unto the said Thomas Richardson his Executors
Administrators and Assigns all that Land and Premises situate lying and being at Madawalapattuwa
aforesaid containing in extent about Acres of Paddy Land be the same more or less
and bounded on the North by
on the East by
on the South by
on the West by
and all the Estate right title interest claim property possession and demand whatsoever of me the said
Obligor of in and to the same and every part thereof with the appurtenances
To have hold and enjoy the said Land and Premises hereby granted bargained sold assigned transferred and set over
or intended so to be unto the said Thomas Richardson his Executors Administrators and Assigns
for ever free and clear and freely and clearly acquitted exonerated and discharged of and from all
former and other gifts grants bargains sales mortgages leases charges and incumbrances whatsoever
And I the said Obligor for myself my Heirs Executors and Administrators do hereby covenant promise and agree
to and with the said Thomas Richardson his Executors Administrators and Assigns that I the said Obligor
my Heirs Executors and Administrators shall and will warrant and defend the said Land and Premises
hereby granted bargained sold assigned transferred and set over or intended so to be unto the said
Thomas Richardson his Executors Administrators and Assigns against me the said Obligor my Heirs
Executors and Administrators and against all and every person and persons whatsoever lawfully claiming
or to claim the same or any part thereof by from or under me them or any of them
In Witness whereof I the said Obligor have hereunto set my Hand and Seal
at Colombo this Twenty Sixth day of March in the Year of Our Lord
One thousand Seven hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Nimmal Ranjis Pattiwaranagewatte
Mudaliyar of Seven Korles

Mayor Court
Madrasapatnam

Tuesday 21st June
Anno Domini

Present

James Call Esquire Mayor
Benjamin Roebuck and Edw. Cazalet
Aldermen

Between Robert
late of Madras Inhabitant
Thomas Richardson Attorney
Plaintiff Inhabitant
Peter Auffermann late of the
Place Inhabitant Defendant

The Defendant having in Court had
given the Contents of the Complainants Demand this Court
therefore think fit to Order and Decree and doth Accordingly
and Decree that the Defendant shall pay unto the Complainant
the full and just Sum of Eight Pagodas Pon. 32 - B
with Interest Interest as soon as he shall know the Amount
thereof and shall satisfy payment be made unto all Costs of this Suit

Decree

Fort St. George the 6th January 1778

To the Worshipful the Mayor
Court at Madrasapatnam

Humbly Complaining Shew unto this Worshipful
Court Your Orator Robert Galway at Present at Madras Gentleman that
Alexander Carstairs late at Present at Madras stands Indebted unto
Your Orator in the full and just Sum of Twenty Eight Pagodas Current
Money of Madras making in Sterling Money of Great Britain at the
Rate of Eight Shillings for every Pagoda the Sum of Eleven Pounds and
five Shillings as Appeareth by a Promissory Note of Hand to Lieutenant William Lockhart
of Madras and by him Indorsed to Your Orator bearing Date the Ninth
Day of March which was in the Year of Our Lord One thousand Seven
hundred and Seventy Six for the said Sum of Twenty Eight Pagodas
Which said Promissory Note is in Your Orator's Custody and Ready to
be produced for the Inspection of this Worshipful Court when Required and
Your Orator further Sheweth unto this Worshipful Court that he hath
frequently and in a Friendly Manner Required Payment from the
said Alexander Carstairs of the said Sum of Twenty Eight

Pagodas

Pagodas

Pagodas

[illegible] Reputed and Partnership between [illegible]
Mayor Bound to Pay unto Mess[rs] [illegible] Esqr Eight Pagodas [illegible]
Eight Pagodas with Interest and Costs of Suit
Mess[rs] Cuttle Complainants Bill of Complaint
Defendant to be and Appear before this Worshipful Court
and Plead to Answer Shew Cause why Complainants
Bill should not be taken pro Confesso and Decree
Worshipful Court shall Seem Meet

3d January 1772

Complainants Bill of Complaint
Attachment and the Complainant having made
Oath to the Contents of the Bill and that the
the Jurisdiction of this Court for Summons was to be
Said Warrant of Attachment Summons

Jas Call
Mayor

Mayor's Court at Madrapatnam

Tuesday the 31st Day of March Anno Domini 1778

Present

L.S

James Call Esquire Mayor
Benjamin Roebuck and Edw[d] Garrow
Aldermen

Mayor's Court

Between John Galway at Present at Madras Gentleman Complainant and Alexander Eamstpart Present of Ditto Place Defendant

N. Appearing by the Records of this Court that that the Usual Rules have been found for the Defendant to Answer the Complainants Bill which he has not Complied to doing this Court do Therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of Seven Eight Pagodas Pag[s] with Interest at 2 p[r] Cent p[r] Mensem shall Commence from this Day being the Date hereof and till full Payment be made and all Costs of this Suit

Jas Call

Entd 15th January 778

To the Worshipfull the Mayor Court at Madrasapatnam

Humble Complaining Shewith to this Worshipfull Court Your Orators Pantaratten Arnaud Chitty to the Honble Company Merchant of Madrasapatnam Inhabitant that Mootoo Vadamalah Depft Cheyance Inhabitant Maistry and Inhabitants also the Orator within Mentioned justly and truly Indebted unto the Orator in the Sum of One Thousand One Hundred and Sixty Star Pagodas Current Money of Madras after the Rate of Eight Shillings for the Sum of Seven Hundred and Sixty four Pounds being the Amount of the Bond or Writing Obligatory hereafter Dated the Fifteenth Day of November in the Year of Our Lord One thousand Seven Hundred and Seventy Seven whereof and Whereunto with a Power of Attorney hereunto Annexed for the more of this Worshipfull Court and which Your Orator prays may be taken part of this Your Orator's Bill of Complaint and Whereas Your Orator hath frequently and even on Demand Requested the said Mootoo Vadamalah Depft the said Sum of One Thousand One Hundred and Sixty Star Pagodas

But now so it is and Maggot Thereby the said Mootoo Vadamalah Depft Obstinately and Wilfully refuseth to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premises Your Orator therefore prays a Subpoena may issue out of this Worshipfull Court directed to the said Mootoo Vadamalah Depft thereby Commanding him to be and Appear before this Worshipfull Court at a Certain Time therein to be limited to Answer the Premises and to Stand to perform and Abide such Order and Decree therein as to this Worshipfull Court shall seem Meet and your Orator shall ever Pray

Pantaratten Arnaud Chitty

(257)

134

Sett forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were herein again Repeated and particularly Enter into and Set forth and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of One Thousand One Hundred and Sixty Star Pagodas with all such Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

And that Your Orator may have the Benefit of the Writ of Subpoena to be Issued and Prayed by the said Mootoo Vadamalah Depft to be Summoned and Enjoined by the Sheriff of Fort Saint George Fauxbourgs of Madrasapatnam and the Districts thereof Personally to be and Appear before this Worshipfull Court at a Certain time and Place to be by this Worshipfull Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Worshipfull Court shall seem Meet

Chas Bronlow
Attorney for the Complainant

Translate of a Bond Dated the 15th of November 777

I Mootoo Vadamalah Depft of Cheyance under the Jurisdiction of this Honble Court Merchant am Obliged to Pantaratten Arnaud Chitty of Madras Merchant in the Sum of One Thousand One Hundred and Sixty Star Pagodas Current Money of Madras which Sum I promise to pay on Demand with Interest for the same after the Rate of Twelve per Cent per Annum As Witness my Hand at Madras this 15th day of November 777

Witness Present
Mootoo Vadamalah
Vencatachellum Son of Malaya Pillah of Calamburcum
Vencatachellum Son of Malaya Pillah of Calamburcum

(Seal) Vadamalay Dese

(Seal)
Mootoo Chitty
Arunasalem Pattar Chitty

Sealed and Delivered in the Presence of
Mr. Hyde
Mr. Hall
Mr. Lee

A True Translation as near as can be made from the Malabar Language by Dorp. Augustus Lawrence Interpreter

Attorney for the

TO ALL PEOPLE to whom these Presents shall come

Vadamalay Desse of Chepauk Inhabitant sends Greeting. Whereas by One Bond or Writing Obligatory bearing Date the Fifteenth Day of January in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven became bound unto Paulavattee Nanah Chitty of Madras Merchant in the Sum of One Thousand Pardoes Current to be paid on Demand as by the said Bond or Obligation Reference being thereunto had may appear. NOW KNOW YE that the said Mr. Nanah Chitty for a Valuable Consideration to him in hand paid by John Maddox of the same place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Mr. Nanah Chitty Doth hereby acknowledge Hath bargained Sold Assigned and Set over and by these Presents Doth Assign and Set over unto the said John Maddox the said Debt or Sum of Money or Amount Principal and Interest thereupon due Owing and which may become due thereupon and all his Right Title Interest Property and Demand whatsoever of in and to the same and every part thereof and the said

Paulavattee Nanah Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth make Constitute and Appoint the said John Maddox his Executors and Administrators his true and lawfull Attorney and Attorneys Irrevocable for him and in his Name and into the Name and Names of his Executors and Administrators but for the Sole and Proper Use and Benefit of the said John Maddox his Executors Administrators and Assigns to Ask require Demand and Receive of the said Mendee Vadamalay Desse his Heirs Executors and Administrators the Money due and to become due upon the said Bond and upon Non payment thereof the said John Maddox his Heirs Executors and Administrators to sue for and Recover the same and upon Payment thereof to deliver up the said Bond and Give sufficient Release and Discharge thereof and One or more Attorney or Attorneys under him to Constitute and substitute and the said John Maddox or his Attorney or Attorneys under him shall Lawfully Do in the premises hereby Allowing and Allowed and the said Paulavattee Nanah Chitty Doth hereby Allow and assent unto the said Paulavattee Nanah Chitty Doth Covenant with the said John Maddox that he the said Paulavattee Nanah Chitty has not Received nor will Receive the said Money due or to become due and the said Bond or any Part thereof Neither shall or will Release or discharge the same or any part thereof but will Answer and Attorn all Lawfull Proceedings for Recovery thereof he the said John Maddox saving the said Paulavattee Nanah Chitty harmless of and from any Costs that May happen to him thereby IN WITNESS whereof the said Paulavattee Nanah Chitty hath hereunto Set his Hand and Seal in Madras this Twelfth Day of January in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight

Signed Sealed and Delivered
in the Presence of
Mr. Hyde
Mr. Hall
Mr. Lee

Received the Stamped Papers to the Value of 42 Pardoes

(Seal)

Mayor Court at
Madrapatnam } Tuesday the 2d
} Inno Domini 17

(21) Present

James Call Esquire Mayor

Benjamin Roebuck and Edm. Baron

Aldermen

Benson Pasbe
Madras Inhabitant
and Defendant
Corporate Inhabitant Defendant

W. Appearing by the Records of this Court
the Usual Rules have been given for the Defendant to Answer
unto Bill which he has neglected doing It is
therefore thought fit to Order and Decree and it doth accordingly
and Decree that the Defendant shall pay unto the Complainant
the full and just Sum of One Thousand One Hundred and
Pagodas Pag.s 1100 — together with all such Interest
as he shall have after become Due thereon and the Costs of
Made also all Costs of this Suit

Dd Curt

Fort St. George 14th April 1773

To the Worshipful the Mayor &
Court at Madrapatnam

Humble Complaining Shew unto this Worshipful
Court Your Orator Moses de Castro Thomas Pilling and Robert de Fries
of Fort Saint George Merchants that Manavaradoss Mudy of Madras
Merchant Stands justly and truly Indebted unto Your Orator in
the full and just Sum of Eight Hundred and four Star Pagodas Current
Money of Madras making in Sterling Money of Great Britain
after the Rate of Eight Shillings for every Pagoda the Sum of three
hundred and Twenty One Pounds and Twelve Shillings as will
More fully and at large Appear by the Ballance of said Account
Bond or Obligation under the Hand of the
said Manavaradoss Mudy bearing Date the Twenty first Day of
December in the Year of Our Lord One Thousand Seven hundred and
Seventy Six hereunto Annexed for the more perfection of this Worshipful
Court and whereto Your Orator may have Admittance as part of
this Your Orators Bill of Complaint And Whereas Your
Orator have frequently and in an Amicable Manner Requested
Payment from the said Manavaradoss Mudy of the said Sum of
Eight Hundred and four Pagodas

But now so it is and May it Please this Worshipful
Court the said Manavaradoss Mudy Obstinately and wilfully Refuses
to pay the same or to Give Your Orator any Manner of Satisfaction
touching the Premises Your Orator therefore may have Relief
Such as to this Worshipful Court shall Appear Agreeable to Equity
& the End therefore that the said Manavaradoss
and Good Conscience may Answer the Premises and Perfect Answer
Make

Mr. Strahan and Sergeant Mathew and Mr. Brooke have perused and considered as fully to all Intents and Purposes as if the same were herein repeated and particularly set out that the same be Decreed to pass and be Done Custos Brosseau of Eight Hundred and four Star Pagodas together with all Costs of Suit and Interest as now due and hereafter shall become due on the Bond of this Suit.

And it is Ordered Adjudged and Decreed by this Honble Court that the said Manuaradgi Mody do pay the Summons and Expences of the Sheriff of Fort St. George Town & Mutrapatnam and his Deputies thereof severally to be taxed and appear before this Honble Court at the Court House and place to be by this Honble Court for that purpose appointed then and there to answer this Complainants Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet.

10th April 1777

Chas. L. Brooke
Attorney for the Complainant

Their Bill was thereupon taken pro confesso between the Days of Appearance and Let a Commission issue

Andrew Maycock
Mayor

Dr. Manuaradgi Mody in Account Current with Moses de Castro Thomas Pelling and John de Fries Cr

1776				1777			
December	31st	To Cash lent to Capt. Brown Bond of this Date	178 - -	April 10th	By Ballance due	804 - -	
		To Interest from Dec. 31st 1776 to the 10th April 1777 is 3 M. 10 C 12 p.Cent	26 - -				
		Pagodas	804 - -			Pagodas	804 - -

Madras 10th April 1777.
Errors Excepted
Moses de Castro
Pelling & de Fries

Know all Men by these Presents that I Manuaradgi Mody of Madras am held and firmly bound unto Messrs. Moses de Castro Pelling and de Fries also of Madras Merchants in the sum of One Thousand Four Hundred and fifty Six Star Pagodas to the Payment whereof well and truly to be made to the said Moses de Castro Pelling and de Fries their 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 at Madras this thirty first Day of December in the Year One Thousand Seven Hundred and Seventy Six

Whereas the above bound Manuaradgi Mody hath borrowed and received of the above named Moses de Castro Pelling and de Fries the full

full and just Sum of Seven Hundred and Eight Pagodas 8/8 Fanams
Interest at the Rate of Twelve P.Cent per Annum
Damages

And the Court of the Mayor & Aldermen do hereby
Award & Adjudge the Said Defendant to pay unto the Said
Plaintiff or his Attorney the Sum of Seven Hundred and Eight Pagodas
8/8 Fanams Interest at Twelve P.Cent per Annum
Damages and the Sum of Three Hundred and Eight Pagodas
8/8 Fanams Costs of Suit in all One Thousand Pagodas
Together with Interest at the Rate aforesaid from the Date
hereof until Payment be made

Signed Sealed and Delivered
in the presence of

Mayor's Court
Madrapatnam

Tuesday the 31st Day of
March Anno Domini 1772

Present

James Call Esquire Mayor
Benjamin Roebuck and Edm.d Garrow
Aldermen

Between Mons.r Dubois
Plaintiff and John de Sousa
Gregory Merchants Complainants
Manuel de Mello of Madrapatnam
Defendant

W.hereas it appearing by the Records of this Court that the
Usual Rules have issued for the Defendant to answer the Complainants
Bill which he has neglected doing This Court doth therefore think
fit the Order and Decree and doth Accordingly Order and Decree that the
Defendant shall pay unto the Complainant the full and Just Sums of
Eight Hundred and four Pagodas 8/8 Fanams Together with the
allowed Interest as now is or shall hereafter become Due thereon
with all Payments to be made also all Costs of this Suit

Decreed

Dubois Chirgeony Chilly
by his Attorney Pascal Dourin and Gouyade

To the Honble the Mayor's
Court of Madrapatnam

The Humble Petition of Gouyade
the Defendant

Sheweth

That a Bill of Complaint was filed by the Complainant
against Your Petitioner for the Principal Sum of Twenty Eight
Pagodas and Thirty three Fanams said to be incurred by Your Petitioner
in the Year One Thousand Seven Hundred and Fifty eight, whereas
Your Petitioner was and is about Eight Years of Age, that
Your Petitioner was born about the Month of December One Thousand Seven Hundred and Seventy Six
Years

(266)

Your Petitioner most humbly and Respectfully Prays that
for the reasons mentioned in the Petition and Affidavit
annexed hereto, Your Honour will be pleased to Order
that the Petitioner may be at liberty to file his Answer
to the Bill of Complaint filed against him in this Court
by one Ramalinga Mudaly and that the Petitioner may
be allowed Fifteen days time from the date of such Order
for that purpose, and that the Petitioner may be at liberty
to Examine his Witnesses in support of his Answer
and for such other Relief in the premises as to Your
Honour shall seem meet.

And your Petitioner as in duty bound shall ever Pray &c.

Madras 13th August 1777

(267)

To the Honble the Mayor &
Court at Madrapatnam

Between Chinganna Chetty by
his Attorney Pascall Dawson Complainant
and Gungapah Naick Defendant

The Answer of the said Chinganna Chetty by his Attorney
Pascall Dawson to the Petition of the said Defendant

This Respondent saith that a Decree having
been Granted by this Honble Court on the 4th day of March last that
End of the prayer of the Petitioner be well and do the same and that the Defendt
may have Liberty to file his Answer. But this Respondent prays leave
to Observe that the Petitioner has not as he humbly conceives shewn
to Observe that the Petitioner has not as he humbly conceives shewn
to Observe that this Petitioner has not as he humbly conceives shewn
Any Good or sufficient Cause why the said Decree should be set
Lide Nor shewn to this Court why an Answer was not filed at the
Expiration of the time limited for that Purpose, All the which
covered he now had this Honble Court in the Opinion that the said Decree
was unduly obtained on the Affidavit of the Opposite Attorney and
that after a peremptory Rule of One Week only instead of two Weeks, Whereas
this Respondent prays to set forth that the Defendant has had a Week
to Abandon every Order & power of Attorney to defend in this Answer, he having
regularly retained an Attorney who was present and Consenting to all
that Rules of Court for an Answer to the Complainant's Bill the peremptory
and last of which was prayed the twenty first day of January in the
present Year whereby it Appears that Fourteen of One Week only the
Defendant had six Weeks after the Peremptory Rule was prayed
which is more than the Law allows for an Answer. The Decree

Your Petitioner most humbly prays
this Honble Court that neither
as prayed for against Your Petitioner
that Your Petitioner may be at liberty
his Answer upon Payment of Costs
and Your Petitioner as in duty bound
shall ever Pray &c.

Chas Brownlow
Attorney for the Petitioner

Interrogatories to be Administered to Vera Varma Valia Thampuratty and Changanacherry Kalliyanikutty Thampuratty Respondents on the part and behalf of the Petitioners

1st Interrogatory. Do You know or Do You not know the Parties Petitioners and Respondents to the Suit in these Interrogatories named, if You know or have heard You know them or either and which of them Declare

2. Do You know or Do You not know or have You heard the Causes of Action in the Original Suit between the above parties as Complainant and Defendant if You set forth the same and how much You know of the same and became acquainted therewith

3. Do You know or Do You not know if any and what

Interrogatories on the part and behalf of the Petitioner Mary Ann Dawson Widow to be administered to all and every the Witnesses who shall be produced sworn and examined on the part and behalf of the said Petitioner in the Cause depending in the Supreme Court of Judicature at Madras between the said Petitioner Mary Ann Dawson Widow Petitioner and Belmon Gnanapracasa Mudaliar Native Inhabitant of Nummangalum Interpreter to the Honble Company Respondent

1st Do you know or believe that the said Petitioner Mary Ann Dawson Widow is the Relict and Executrix of the last Will and Testament of the late Mr Thomas Dawson deceased and that he died possessed of Property to a considerable amount in this Country

2d Do you know or believe that the said Petitioner Mary Ann Dawson Widow is the Mother and Guardian of the Children of the said Thomas Dawson deceased

3d Do you know or believe that the said Thomas Dawson deceased died Intestate

4th Do you know or believe that the said Thomas Dawson deceased left Effects sufficient to pay his Debts

5th Do you know or believe that the said Thomas Dawson deceased left Debts owing to him from Persons in the Country

6th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in the Country

7th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Europe

8th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

9th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

10th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

11th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

12th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

13th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

14th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

15th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

16th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

17th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

18th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

19th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

20th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

21st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

22d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

23d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

24th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

25th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

26th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

27th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

28th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

29th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

30th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

31st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

32d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

33d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

34th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

35th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

36th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

37th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

38th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

39th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

40th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

41st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

42d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

43d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

44th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

45th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

46th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

47th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

48th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

49th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

50th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

51st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

52d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

53d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

54th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

55th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

56th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

57th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

58th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

59th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

60th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

61st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

62d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

63d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

64th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

65th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

66th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

67th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

68th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

69th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

70th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

71st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

72d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

73d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

74th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

75th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

76th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

77th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

78th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

79th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

80th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

81st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

82d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

83d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

84th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

85th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

86th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

87th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

88th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

89th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

90th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

91st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

92d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

93d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

94th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

95th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

96th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

97th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

98th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

99th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

100th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

101st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

102d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

103d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

104th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

105th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

106th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

107th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

108th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

109th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

110th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

111th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

112th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

113th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

114th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

115th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

116th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

117th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

118th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

119th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

120th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

121st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

122d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

123d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

124th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

125th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

126th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

127th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

128th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

129th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

130th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

131st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

132d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

133d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

134th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

135th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

136th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

137th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

138th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

139th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

140th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

141st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

142d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

143d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

144th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

145th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

146th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

147th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

148th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

149th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

150th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

151st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

152d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

153d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

154th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

155th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

156th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

157th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

158th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

159th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

160th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

161st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

162d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

163d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

164th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

165th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

166th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

167th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

168th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

169th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

170th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

171st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

172d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

173d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

174th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

175th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

176th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

177th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

178th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

179th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

180th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

181st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

182d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

183d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

184th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

185th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

186th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

187th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

188th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

189th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

190th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

191st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

192d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

193d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

194th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

195th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

196th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

197th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

198th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

199th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

200th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

201st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

202d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

203d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

204th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

205th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

206th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

207th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

208th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

209th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

210th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

211th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

212th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

213th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

214th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

215th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

216th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

217th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

218th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

219th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

220th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

221st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

222d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

223d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

224th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

225th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

226th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

227th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

228th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

229th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

230th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

231st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

232d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

233d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

234th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

235th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

236th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

237th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

238th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

239th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

240th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

241st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

242d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

243d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

244th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

245th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

246th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

247th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

248th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

249th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

250th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

251st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

252d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

253d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

254th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

255th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

256th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

257th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

258th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

259th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

260th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

261st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

262d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

263d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

264th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

265th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

266th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

267th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

268th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

269th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

270th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

271st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

272d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

273d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

274th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

275th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

276th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

277th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

278th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

279th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

280th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

281st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

282d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

283d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

284th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

285th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

286th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

287th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

288th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

289th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

290th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

291st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

292d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

293d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

294th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

295th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

296th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

297th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

298th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

299th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

300th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

301st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

302d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

303d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

304th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

305th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

306th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

307th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

308th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

309th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

310th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

311th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

312th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

313th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

314th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

315th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

316th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

317th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

318th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

319th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

320th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

321st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

322d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

323d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

324th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

325th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

326th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

327th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

328th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

329th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

330th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

331st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

332d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

333d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

334th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

335th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

336th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

337th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

338th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

339th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

340th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

341st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

342d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

343d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

344th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

345th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

346th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

347th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

348th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

349th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

350th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

351st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

352d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

353d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

354th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

355th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

356th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

357th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

358th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

359th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Prince of Wales Island

360th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ceylon

361st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Tranquebar

362d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pondicherry

363d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Cuddalore

364th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Porto Novo

365th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Sadraspatnam

366th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Vizagapatam

367th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Ganjam

368th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bengal

369th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Bombay

370th Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in China

371st Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Pegu

372d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Manilla

373d Do you know or believe that the said Thomas Dawson deceased left Debts owing by him to Persons in Batavia

374th Do

the Causes of Action in the Bill of Complaint between the said Complainant and Defendant were Cause to abate and Dispute between the said Parties about the said Company which Chitty took away from Bush when the said Company took was Matter Complainant Chitty with the Assistance of Mr Bromley to Mr Dubay Account and Account Current between Complainant Chitty and the said Company took and put said Company took into Court Small Balance about Pagoda with about Twenty Rupees Interest which the Complainant Chitty said was due to him from the said Company Defendants to which all the Inhabitants of these know the said Account Current not to be about Defendant become Acquainted with these Matters and answer without to this Interrogatory

3 To the third Interrogatory this Deponent saith that of the said Bill of Complaint this Deponent himself spoke Soobarayah the Court house and asked him how he could Much enjoin to appear Man, he replied he could not that it was Chengamah Chitty that sued the said Company he that if Mr Bromley would not be Security with him Soobarayah he would settle the Matter this Deponent and informed Mr Bromley of what the said Soobarayah Mr Bromley according replied this Deponent he should Soobarayah and that he would settle the said Dispute this went to the said Soobarayah and brought him to Mr Dubay who advised the said Soobarayah to settle the said Affair as it would be Much better for him in so doing the said Soobarayah accordingly agreed to settle the said Affair as the

Soobarayah and this Deponent had left Mr Bromleys house this Deponent desired the said Soobarayah to settle the said Dispute and the Manner as the said Soobarayah had proceeded before Mr Bromley he said that the Court Charges Amounted to a good deal and that of the this Deponent would pay half of the said Charges the said Soobarayah would Pay the other half and settle the said Matter this Deponent said that it was a conquest a Suit that he would not think of praying any part of the Charges but that of the said Soobarayah should settle the Matter it was Necessary with Mr Bromleys Dubash and accordingly in the were both present desired the said Soobarayah able to settle the said Dispute the said Soobarayah said that he would Consider about it and then went away and that the Decree passed when the Attorney of the said Company took and dispossed and could not attend the Court and that the said Soobarayah desired to settle the said Business after the said Decree had passed

4th To the fourth Interrogatory this Deponent saith that he doth know that there was no Notice given by the Attorney of the said Company Chitty or by the Dubash of the said Attorney to the said Company Chitty or by the Dubash of the said Attorney to the said Company of this Defendant to move this Honble Court for a Decree And more this Deponent to the said Interrogatory

5th To the fifth Interrogatory this Deponent saith that he doth know that the said Petitioner desired to put in his Answer or Plea to the said Bill of Complaint and the Cause that incapacitated the said Respondent to put in his Answer or Plea to the said Bill of Complaint was being in the Power of Sircar and Such Plea or Answer being put in was bringing the Cause to Issue what the said Soobarayah had said that the said Affair would be adjusted or settled and that this Deponent knew in his Conscience believed the said Petitioner was surprized by the Decree passing unknown to either the Petitioner or his Attorney Mr Bromley And to the said Interrogatory

6th To the sixth Interrogatory this Deponent saith that he doth know that

That two Issues be drawn under the Direction of the Petitioner and answerable thereto at the Trial of Interrogatories

L. Welch
Examiner

Vera Lawrence Jnr

Extract from the Minutes of Court held in Town Hall on Tuesday the 31st Day of March 1778

Present

James Call Esquire Mayor
Benjamin Roebuck and Edm. Gannon
Aldermen

Chengunnah Chetty by his Attorney Ponnd Dumma
Pets.
Cumpah

Petition of this Defendant Read
Answer thereto Read
Interrogatories on the part of this Petr Read
One Deposition taken thereunto Read

The Petition and Answer coming on this Day to be Determined in the Presence of the Attorneys of both Parties the Defendant to Petition this Complainant to Answer the Interrogatories and Depositions on the part of the Petitioner on hearing their Pleadings and Arguments made thereto by their Attorneys and mature Deliberation had thereon

Court doth think fit to Order and doth Accordingly Order that

that Petitioners Petition be and is Dismissed with Costs

143

Filed this 9th January 1778

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewn unto this Hon^ble Court Your Orator Lowell Colle of Fort Saint George Inhabitant Seat Ramalingah Pillah Andya Pillah and Swaminyah Pillah of Madras Inhabitants Justly and truly Stand Indebted unto Your Orator in the Just and just Sum of One Hundred and Twenty Five Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty Pounds as will more fully and at large Appear by the Translate of a Bond or Writing Obligatory bearing Date the Fifteenth Day of September in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven hereunto Annexed for the Inspection of this Hon^ble Court and which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Comp^t And Whereas Your Orator hath frequently and in an Amicable manner Requested Payment from the said Ramalingah Pillah Andya Pillah and Swaminy Pillah of the said Sum of One Hundred and Twenty Five Pagodas

But now so it is May it Please this Hon^ble Court the said Ramalingah Pillah Andya pillah and Swaminy Pillah Obstinately and Wilfully Refuse to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief Such as to this Hon^ble Court shall Appear Agreeable to Equity

and

and Good Conscience to the End thereof that the said Ramalingum Pillah Andya Pillah and Sawarayen Pillah might upon their Oaths set down a true and perfect Answer make to all and singular the Matters and things herein before set forth and alledged against them personally and effectually to all Intents and purposes as they were thereunto required and particularly interrogated and that they might be Decreed to pay unto Your Orator the said Sum of One Hundred and Twenty four Pagodas together with the Interest as aforesaid or else shall become due thereon also the Costs of this Suit

And that the said Ramalingum Pillah Andya Pillah and Sawarayen might be Summoned and Required by the Sheriff of Fort Saint George & Madrasapatnam and the Districts thereof personally to be and appear before this Honble Court specified and appointed there and then their Own Costs & Charges to be Computed and further to be and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Chas Bromley
Attorney for the Complainant

Translate of a Bond Dated the 15th of September 1777

We Ramalingum Pillah Andya Pillah and Sawarayen Pillah of Devanampatnam Pedapauk and Siwan Andya Pillah of Angarcanum Calastri Sawarayen Pillah of Madras do Jointly

and Severally Bind & Oblige Ourselves Our Heirs Executors & Administrators unto Our Honble Employers Edward Monckton Esqr Mayor Benjamin Roebuck and Edward Garrow Esqrs Aldermen of Madrasapatnam and their Successors in the Sum of 123 One Hundred and Twenty four Star Pagodas Current Money of Madras which Sum We promise to pay unto or before the 30th Day of June Instant with such Interest as May become due thereon after the Rate of 12 p Cent p Annum We bind Us by Our Consent Witnesses Poyplicane Mootiah Mootalier Cottampauk Chinglerayen Mootalier by their Knowledge Deaven by Vundeampauk Arumoguen

Witnesses Signed
Mootiah
Chinglerayen

(Signed) Ramalingum
Sawarayen
Andyapah

A True Translate as near as can be from the Original Malabar Language by Sorabjee Sworn Interpreter

Chas Bromley
Attorney for the Complt

Mayor's Court at Madrasapatnam

Tuesday the 31st Day of March Anno Domini 1778

Present

Anne Call Esqre Mayor
Benjamin Roebuck and Edw. Garrow
Aldermen

Between Lewis Call Esqr Post Saint George Inhabitant Complainant and Ramalingah Pillah Andia Pillah and Sawarayah Pillah of Madras Inhabitants Defendants

Translate of Release or Discharge Between Archarloo Lewis Deddy
Rangapah Naik and Deddy Venkatah Swamy Naik Dated the
13th Day of August 1774

Having Given him Chimistry and thereby Cheated
with a Loss of Pagodas 1000, and upon my Application Your
have Discharged, Releas'd, and Shave Promised upon Oath that
I shall Never More Interfere in Chimistry Affairs or in Any Manner
of Dealings without first Obtaining Your Permission, but without
which I Shave Purchased Rice Wax &c to the Amount of 15000
Pagodas, My Expences and also Some more Madras Differency of
3500 Pagodas from which Trouble You a Second time Relieved me,
Insuture I shall Never Meddle with any Kind of Trade and Not with
Less Cannot be Answerable for Ever Some more for the Year have
Not the Least Concern with, Shave in Faith & Justice Executed
You this as a Final and General Release or Discharge Drawn
by Swaramahyah and Patchyapah Witness Cotta Timmapah
Naik, Rama Timmapah Naik, Cotta Ramachadra Naik,
Bande Batchana Naik Senkar Rama Chitty Covar Vayde
Dada Ch. Wordelly Pene Narrain Pillah and Samna Sinnapah
Chitty

Signed Deddy Archarloo

Witness Ch
Samna Seenavasaloo
Bande Batchana Rama Timmapah

A True Copy of the Original
James Taylor
Regr

1778 March 2d. [illegible]

[illegible]

[illegible]

Humbly Complaining Sheweth unto Your Honours Your Honours Orator [illegible] Pursuant to Your Honours Order of the Court of Admiralty bearing Date the Twenty Sixth Day of February Instant Whereby Your Orator was Decreed to Pay unto [illegible] the Sum of Two Hundred and Twenty Nine Pagodas Twenty Four Fanams and Fourteen Cash Current Money of Madras Rupees Eighty Seven Star Pagodas Twenty Six Fanams and Eight

Pr Valayah Pagoda Cont. Pay. Pardaven

1775 March 26 To Mutthiah Pursey of Valayah Mortgagor Bond bearing Date this Day ... 425.-.-

To Interest from the 26th March 1775 to this Day 12 Months @ 12 P Cent P Annum ... 152.6.24

Pagodas 577.6.24

Pagodas 577

Fort St. George 26th March 1776

Errors Excepted

Pagodas

Dated the 26th March

Know all Men by these Presents that I Mutthiah Pursey of Valayah Cottah at Madras do hereby Acknowledge to have Mortgaged unto Pawadey Annagoppah of the above Company my House and Ground with the Choultry Building thereon and a certain Bill of Sale to which I Thought of my Late Brother Appavoo Pursey Deceased Valayah Pagoda Between the Heirs of the Company Daughter of Pongunny and Patchay Merchants Which Mortgage I Renounce and Disown of Right the full and Just Sum of Pagodas 425 Four hundred and twenty four Pagodas Current Money of Madras which Sum I Promise to pay over before the 26th March with such Interest as may become Due thereon after the Rate of 12 P Cent P Annum in Case of Non Payment before the

to Dispose thereof as aforesaid Provided and Discharge Him from this Debt thereby Voluntarily Signed this Mortgage Bond to Pawadey Annagoppah Merchant of Madras Cochabah Seen of Nina Crooshnah and Vasandah Pursey Ramah Sawmy Cochabah Seen of Nina Crooshnah and Vasandah Pursey Ramah Sawmy Signed by their Knowledge and Consent by Cundasamy Annah Dasey Pedey

Witness to Signed
Soobahaney and
Vasandah Pursey Ramah Sawmy

A true Translation of the within Contract from the Original Malabar Language by Soobahaney the Interpreter

Hy Du Pre
Attorney for the Company

Know all Men by these Presents that I Mutthiah Pursey of Madras Inhabitant and by Caste a Weaver and Merchant am held and firmly bound unto Pawadey Annagoppah of Madras Merchant in the full and just Sum of four hundred and twenty five Pagodas Current Money of Madras to be paid to the said Pawadey Annagoppah his Executors Administrators or Assigns to which Payment well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and Dated this 26th Day of March in the Year of our Lord One Thousand Seven Hundred and Seventy five and in the Fifteenth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. &c. &c.

The Condition of this Obligation is such that whereas the above bounden Mutthiah Pursey Weaver and Merchant hath this Day borrowed and received of the above named Pawadey Annagoppah Merchant the full and just Sum of four hundred and twenty five Pagodas Current Money of Madras aforesaid to be paid to the said Pawadey Annagoppah his Executors Administrators or Assigns on or before the 26th Day of March Instant with Interest thereon at the Rate of twelve Pagodas per Cent per Annum as by the said Mortgage Bond and Condition thereof may appear and whereas there is now Interest upon the said Bond. Now Know ye that the said Pawadey Annagoppah for and in Consideration of the Sum of four hundred and twenty five Pagodas Current Money of Madras aforesaid to him in hand Paid by Edward Miller of Madras Merchant at or before the Sealing and

Mayor's Court

Madraspatnam

Tuesday the 7th Day of April
Anno Domini 1778

Present

James Hall Esquire Mayor
Edm. Lohn Holland and Colton Bonnerbank
Dent Aldermen

Between Personally Appeared by his Attorney Edward Miller of Madras Merchant Complainant and Valgrake of the same place Inhabitant Defendant

The Defendant being no Court and Motion made during the Sitting of the Court Demand Writ Said during the Sitting of the Court & the Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the Sum of Four Hundred and Twenty

Signed Sealed and Delivered
Whereof Stamp & Payment to be had
in the presence of

(276)

and delivery of these presents make this Power of Attorney whereby the said Edward Miller Merchant appointed his lawful Attorney for him and in his Name to ask demand sue for recover and receive of and from the Estate of the said Deceased all Sum and Sums of Money Debts Goods and Effects whatsoever which now are or hereafter shall become due owing or belonging unto the said Edward Miller by Virtue of any Bond Bill Bargain Contract Agreement Account Reckoning or Demand whatsoever and upon Receipt thereof or any part thereof for him and in his Name or in the Name of his Executors or Administrators to give sufficient Acquittances or other sufficient Discharges for the same and on Non-payment thereof to commence and prosecute any Action or Actions Suit or Suits at Law or in Equity against the Executors or Administrators of the said Deceased for the Recovery thereof and on Recovery thereof or any part thereof to make and give unto the Executors or Administrators of the said Deceased sufficient Releases and Discharges therefore and generally to do perform and execute all and every other Act Deed Matter and Thing whatsoever which shall be requisite and necessary to be done in and about the Premises as fully to all Intents and Purposes as the said Edward Miller could do if personally present and acting therein hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do or cause to be done in the Premises by Virtue of these Presents And I the said Personally Appeared do hereby covenant with the said Edward Miller that he the said Personally Appeared shall and will allow and pay unto the said Attorney all such Sum and Sums of Money as he shall pay or cause to be paid by Virtue of the Power hereby given and shall and will save harmless and indemnify the said Attorney of and from all Costs Charges and Damages which he shall sustain or be put unto by reason or on account of his acting in the Premises in pursuance of these Presents In Witness whereof I the said Personally Appeared have hereunto set my Hand and Seal this Twenty fifth Day of March in the Year of our Lord One Thousand Seven hundred and Seventy Eight

(L.S.)

Twenty three Pagodas Twenty four Fanams and Twelve
32 ½ Chalys Together with the Allowance Interest and Damages
hereafter becoming Due thereon and the full Payment and
Costs of this Suit

E Call

Dated the 25th Octr 1776

To the Worshipful
Court of Mayors

Humble Complaining Showeth
Unto Your Worships Your Worships Humble Orator
Anthony De Rozario of Madras Inhabitant that
of this same place Inhabitant stands Indebted unto
in the full and just Sum of One hundred and Twenty
Current Money of Madras Making in Star
Pagodas the Sum of Fifty Pounders or Bracelets and
Sum at Large Appears by Virtue of the Bond taken of
Obligation bearing Date as Above Written
Ramah Naick on the Security of the Above
Lord One Thousand Seven Hundred and Seventy
for the Recovery of this Honble Court which Your
May be Pleased to Grant Order for Subpoena
Whereon Notice Be taken both Separately and Distinctly
Manner to Oppose the Payment of the said Sum of
and Twenty four Pagodas Twelve Fanams
Pollmon Oath Mayor Pleased this Hon
Court Order Ramah Naick Obstinately and willfully
Your Worships to Grant Your Orator any manner of Relief
touching the Premises Your Orator therefore Prays Your
Relief

Relief such as to this Honble Court shall Appear Agreeable to Equity
and Good Conscience To the End therefore that the said Ramah
Naick may upon his Corporal Oath & full true direct and perfect
Answer make to all and Singular the Matters and things hereinbefore
Set forth and Alledged as fully truely and Effectually to all Intents
and Purposes as if the same were here again Repeated and particularly
Interrogated and that he may be Decreed to pay unto Your Orator the
aforesaid Sum of One hundred and Twenty four Pagodas together with
all such Interest Damages as shall thereafter become Due thereon
also all Costs of this Suit

May it Please this Honble Court to Cause the
Ramah Naick to be Summoned and Required by the Sheriff of Fort Saint
George Peons of Madras Pattah and the Districts thereof personally to
be and Appear before this Honble Court at a Certain Hour 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

Henry Dil Pico
Attorney for the Complainant

25th Octr 1776

This Petition was Shewn to me between
the Hours of Government Let a Summons
Issue and Returnable the next Court Day

James Call
Mayor

Dated 25th October 1776

Ramah Naick Son of Pallamutta Mayallamah Naick of
Madras Do Give this Obligation Bond to Nattee Nainah Chitty there
Day year and Place Occasion Above Borrowed and Received of him the
full

full and just Sum of Two hundred and Twenty four Rupees (224)
Money of Madras which I am promised to pay and discharge
(upon Gift) with Interest at the Rate of 12 ½ (12½) Percent
of Payment. Engage and Bind me my Heirs Executors
this same with the Interest at the Rate of 12½ (12½) Percent
Given under my hand at Madrapatnam this Seventh
and Twenty fourth Day of August (Chitty) in the Year
by Covenant

Witnesses Signed (Signed) Ramah Saick

Narrainsawmy
Cundy Pannichawn Lingam

A true Translation of the Malabar Language Bond or Obligation
Malabar Language Bond or Obligation

Know all Men by these presents that I
Cuttan Ramah Saick of Madras
and by this Bond or Obligation bearing Date of this Seventh
October which was in the Year of our Lord One Thousand
hundred and Twenty Six became bound to Nallah Sinah Chitty
the same place Merchant in the full and just Sum of Two
and Twenty four Pagodas (Condition hereunder to be paid down before
day of April in the Year One Thousand Seven hundred and
Interest at the Rate of Twelve & Half Per Cent
the said Bond and Condition thereof in any appear. Now know
Ye that I the said Nallah Sinah Chitty for a Valuable
to him in hand paid by by Anthony De Rozario
Same at or before the Sealing and Delivery of these presents
whereof is hereby Acknowledged the said Nallah Sinah Chitty
hath released and Discharged and by these presents doth release

Discharge unto the said Anthony De Rozario the said Bond or Obligation
and the Money or Amount thereof principal and Interest thereupon Due
and Owing and which may become due thereupon and all his Right
and Interest of in and to the same and every part thereof And the said
Nallah Sinah Chitty for the Consideration aforesaid hath made
Constituted and Appointed and by these presents doth Make Constitute
and Appoint the said Anthony De Rozario his Executors and
Administrators his true and Lawfull Attorney and Attornies Irrevocable
for him and in his name and in the name and Names of his
Executors and Administrators but for the sole and proper use and
benefit of the said Anthony De Rozario his Executors Administrators
and Assigns to ask Require Demand and Receive of the said Ramah
Saick his Heirs Executors and Administrators the same Debt
and to become Debtor the said Bond or Obligation and Premises
Payment thereof the said Anthony De Rozario his Heirs Execu-
tors and Administrators to Sue for and Recover the same and on Pay-
ment thereof the said Bond or Obligation and all
and thereof to Deliver up the said Bond or Obligation and all
other Deeds Relative to the same and Give Sufficient Release
and Discharge therefor and one or more Attorney or Attornies
under him to Constitute and whatsoever the said Anthony De Rozario
or his Attorney or Attornies under him shall lawfully do in the
Premises the said Nallah Sinah Chitty doth hereby Allow and ratify
and the said Nallah Sinah Chitty doth Covenant with the
said Anthony De Rozario his Heirs Executors and Administrators
said Money Due to become Due on the said Bond or Obligation
or any part thereof but will Allow of all lawfull Proceedings
for Recovery thereof the said Anthony De Rozario saving the said
Nallah Sinah Chitty harmless of and from any Cost that May
happen to him thereby In Witness whereof the said Nallah
Sinah Chitty hath hereunto Set his hand and Seal in Madras
this Seventh day of February in the Year of our Lord One Thousand
Seven

Seen Hundred and Seventy Eight

Signed Sealed and Delivered
where no Stamp is appointed to be used
in the Presence of

Mayors Court
Madraspatnam

Tuesday the 3rd Day
of June
Anno Domini

Present

James Call Esquire Mayor
Edwd. John Holland and Colton Bowen
Dent Aldermen

Between Sally Chetty
by her Attorney Authorized
Madras Inhabitant Complainant
Romaly Naick of the same place
Merchant Defendant

It Appearing by the Records of this Court that
a Rule hereof issued for the Defendant to Answer the Complt
& Mr. Archdeacon has Neglected to Comply with the Rule
think fit the Order and Decree and doth accordingly Order
Decree that the Defendant shall pay unto the Complainant
full and Just Sum of Five Hundred and Twenty four Pagodas
Rupees 125 ——— Together with the Interest
as shall hereafter become due thereon and the Costs
Moderation & Costs of this Suit

Plus

Filed the 6th Decr 1776

To the Honble the Mayor &
Court at Madraspatnam

Humble Complaining Sheweth unto this
Honble Court Your Orator Henry Dupuis One of the Attorneys of this
Honble Court that Mungum Petty Chitty and Joyshivane Comaupah
of Madras Merchants stand Indebted unto Your Orator in the Sum
and just Sum of Five Hundred and forty Pagodas and Twenty four
Fanams Current Money of Madras Making in Sterling Money of
Great Britain Six Pounds Eight Shillings for every Pagoda
the Sum of Ninety Six Pounds and four Shillings or thereabouts as
doth more Particularly and at large Appear by an Account Current
herewith Annexed for the Inspection of this Honble Court which
Your Orator prays may be Admitted as part of this his Bill of
Complaint for Form and Court Charges Your Orator duly and punctually
to Law and which the said Mungum Petty Chitty and Joyshivane
Comaupahs have frequently promised and undertaken to pay and
discharge and whereas Your Orator hath frequently and in and
Amicable Manner requested Payment of the said Sum of Five
Hundred and forty Pagodas and Twenty four Fanams from the said
Mungum Petty Chitty and Joyshivane Comaupahs

But now so it is May it Please this Honble
Court the said Mungum Petty Chitty and Joyshivane Comaupahs
Obstinately and wilfully refuse to pay the Same or to Give Your
Orator any Manner of Satisfaction Touching the Premises Your
Orator therefore prays a Genl Rule of this Honble Court
Orator then & there & Genl Answer upon Oath to the Truth
shall Appear Agreeable to Equity and Good Conscience
End thereof that the said Mungum Petty Chitty and Joyshivane
Comaupahs

[illegible] Complainant in the Cause against William Dillon & Others Defendants
Answer Motion & Order to Compel Answer to Bill & Exhibits
Subpoena & Affidavit of Service
Interrogatories & Depositions
Exhibits
Decree
Report
Exceptions
Order Confirming Report
Order of Sale
Report of Sale
Order Confirming Sale
Deed
Petition
Order
Receipt
Bond
Writ
Return
Subpoena
Affidavit
Summons
Bill
Exhibits
Answer
Replication
Depositions

Mayor's Court
Madraspatnam } Tuesday 2nd Day of
} Anno Domini

Present

James Call Esquire Mayor
Edm John Holland } Cotton Boards
Mayor's Court } Aldermen

Between the Honble
the Attorney of the Honble
Company and the Mayor
Cutler and Inspector Generl
of Madras Merchant Plt

M. Yyavanna Pandit of the Town
of Madraspatnam Merchant Defendt

Upon reading the Bill of Complaint of the Plaintiff and the Defendant's Oath and that the Defendant have not appeared in this Court to Answer the Complainant's Bill nor hath the Defendant's Attorney Appeared for him in this Court to Answer the Complainant's Bill Therefore this Court doth think fit the Order and Decree and doth accordingly Order and Decree that the Defendant shall pay the Complainant the full and just Sum of Two Hundred Forty Pagodas and Twenty four Fanams (Pag. 240 24) but with all Costs to be taxed and Interest as now is on all Monies after the Decree until full Payment and Satisfaction be made to the Plaintiff

By Court

(1)

(301)

Filed the 6th June 1777

To the Honble the Mayor's
Court Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orator Sonnah Venkanah Chitty by his Attorney Cohen Maddon of Madras Inhabitant that Sonnah Venkanah Chitty of the same place Merchant stands justly and truly indebted unto Your Orator in the full and just Sum of Forty Seven Pagodas Thirty Seven Fanams and Twenty Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Nineteen Pounds three Shillings and upwards as will more fully and at large Appear by the Ballance of an Account Current entering upon a Mortgage Bond or Writing Obligatory bearing Date the Twenty fifth Day of November in the Year of Our Lord One Thousand Seven Hundred and Seventy four Translate of which said Account Current and Assignment for Same for Thereof with a Power of Attorney hereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be deemed as part of this Your Orator's Bill of Complaint And Whereas Your Orator hath frequently and in a manner requested Payment from the said Sonnah Venkanah Chitty of the said Sum of Forty Seven Pagodas Thirty Seven Fanams and Twenty Cash

But now so it is And May it Please this Honble Court the said Sonnah Venkanah Chitty 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 Speedy Relief Such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Sonnah Venkanah Chitty may upon his Corporal Oath full true Direct and perfect

Answer

(303)

become due the Interest after the rate of 8 ℔ Cent ℔ Annum and in default of payment thereof I promise to Sell the Pawns Agreeable to the Custom of Pridy and Discharge the Debt & Interest thereby now Contracted Witness my Seal at Vepery Sankeerlam Nanjanah Chitty and Barbee Veeranah by their known Ledger Drawn by Soonaguadah Rudrenaiyadoo

Witnesses (Signed)
Nynaiyah
Barbee Veeranah

(Signed)
Soorah Veeranah

A True Translation as nearly as can be from the Original Gentoo Language by Davy Saigne Sworn Interpreter

Sworn before me
Wm. Brereton
Attorney for the Complt

Dr. Soorah Veeranah Chitty in Account Current with Sainloo Soobayah Cr.

1777				1777		
May 16	To Cash lent on Pawns as Mortgage Bond as this Date 8 ℔ Cent	Pp. 10.60		May 16	By Ballance due	Pp. 37.20
	To Interest on Do from the 25th Nov. 1776 to the 16th May 1777 as 2.5.21 ℔ Cent	26.60				
		Pagodas	37.20			Pagodas 37.20

Madras 16th May 1777
Errors Excepted
Sgd

Know all Men by these Presents that We Thomas Maddox
Merchant and Samuel Townsend Gentleman both of Madras Merchants
are Bound unto the Worshipful the Mayor Commonalty and Inhabitants
of the Town of Madras aforesaid in the Sum of Pagodas Twenty Thousand
of Current Money of the Country aforesaid to be paid to the said Mayor
Commonalty and Inhabitants or their Successors for the Payment whereof
well and truly to be made We bind ourselves and each of us in the whole
and every part thereof our and each of our Heirs Executors and Administrators
firmly by these Presents Sealed with our Seals and dated this Twenty Fifth
Day of March in the Year of our Lord One Thousand Seven Hundred and Seventy Seven

The Condition of the above Obligation is such that if the above bounden
Thomas Maddox his Heirs Executors or Administrators do and shall well and truly
pay or cause to be paid unto the above named Mayor Commonalty and Inhabitants
of the Town of Madras aforesaid their Successors or Assigns the full and just
Sum of Pagodas Twenty Thousand of Current Money of the Country aforesaid
on the Twenty Fifth Day of March which will be in the Year of our Lord
One Thousand Seven Hundred and Seventy Eight without Fraud Coven or
further Delay for the Payment thereof then the above Obligation to be void
and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered in the Presence of
Jno. Hyde
Jno. Hyndman

Thomas Maddox
Samuel Townsend

Know all Men by these Presents that I Thomas Maddox of Madras Merchant
and Samuel Townsend Gentleman of Madras aforesaid have made Ordained
Constituted and Appointed and by these Presents do make Ordain Constitute
and Appoint the said Thomas Maddox his Executors and Administrators
my and our true and Lawfull Attorney and Attorneys Irrevocable for him
and in his Name and on his Behalf and to his use but for their Sole and proper
use and Benefit to Ask Require Demand and Receive of the said Mayor
Commonalty and Inhabitants of the Town of Madras aforesaid their Successors
or Assigns all and every the Sum and Sums of Money Debts Goods and Effects
whatsoever which now are or hereafter shall become due owing or belonging
unto the said Thomas Maddox his Executors or Administrators by Virtue
of a Bond or Obligation bearing even Date herewith and made between the
said Mayor Commonalty and Inhabitants of the Town of Madras aforesaid
of the one Part and the said Thomas Maddox of the other Part and upon
Receipt thereof or any part thereof to Give and Grant unto the said Thomas
Maddox his Executors or Administrators Acquittances or other sufficient
Discharges for the same and in Default of Payment thereof to Sue for
Recover and Attach the same by all Lawfull Ways and Means whatsoever
and to Compound and Agree for the same as fully and amply to all Intents
and Purposes as he the said Samuel Townsend might or could do if he
were personally present and to Appear for him and in his Name before
the Mayor Recorder and Aldermen of the Town of Madras aforesaid
and before any other Court Judge or Judges Justice or Justices Officer
or Officers whatsoever there or elsewhere and to Acknowledge Satisfaction
and Discharge for the same and Generally to do perform and Execute all
and every other Act Thing and Things whatsoever which shall or may be
requisite or necessary to be done in and about the Premises as fully and
amply to all Intents and Purposes as he the said Samuel Townsend might
or could do if he were personally present and to Appear for him and in his
Name before the Mayor Recorder and Aldermen of the Town of Madras
aforesaid and before any other Court Judge or Judges Justice or Justices
Officer or Officers whatsoever there or elsewhere and to Acknowledge
Satisfaction and Discharge for the same and Generally to do perform and
Execute all and every other Act Thing and Things whatsoever which shall
or may be requisite or necessary to be done in and about the Premises as
fully and amply to all Intents and Purposes as he the said Samuel Townsend
might or could do if he were personally present and to Appear for him and
in his

(305)

Mayor's Court Madraspatnam } { Tuesday the 1st Day of Anno Domini 1778

Present

James Call Esquire Mayor
Edm: John Holland and Cotton Bonnevaux Esqrs Aldermen

Mayor's Court

Between Sadeckon Lobby by his Attorney John Mather of Madras Inhabitant Complainant and Sarah Hannah Chitty of Sawyerpetta Merchant Defendant

It appearing by the Records of this Court that the Honble Court have found for the Defendant the Answer to the Complainants Bill which he has objected thereto and the Court therefore think fit the Order and Decree and doth Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Forty Seven Pagodas Fifty Fanams and Twenty Cash of Pags. 47. 20. together with Such Interest as may arise or shall hereafter become Due thereon until full Payment be made also all Costs of this Suit.

Per Cur.

156

(307)

Fit. 2d Thursday 3d Sept. 1778

To the Honble the Mayor's Court at Madraspatnam

Humble Complaint of Sheweth unto the Honble Court Your Orator Tuggapah Chitty by his Attorney Agustinho De Cruz of Madras Inhabitant that Sadeckon Lobby of Madras Merchant and Mahommed Shaw as Executor to the Estate of Moses Lobby Late of the Same Place Merchant Deceased stand Indebted unto Your Orator in the full and Just Sum of Two hundred and Nineteen Pagodas and Twenty 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 Eighty Seven Pounds and Sixteen Shillings or thereabouts as will more fully and at Large Appear by an Account Current and Assignment or Transfer with the Answer of Attorney hereunto Annexed for the Inspection of this Honble Court and to which Your Orator Prays may be Admitted as part of this his Bill of Complaint and Your Orator further Shews unto this Honble Court that he hath frequently and in a most Amicable Manner Required payment from the said Sadeckon Lobby and Mahommed Shaw of the said Sum of Two hundred and Nineteen Pagodas and Twenty fanams

But now so it is May it please this Honble Court the said Sadeckon Lobby and Mahommed Shaw Unlawfully and Unjustly Refuse to pay the same or to Grant Your Orator any Manner of Satisfaction for the same Premises Your Orator therefore Prays a Subpoena Issue out of this Honble Court to shew Cause to this Honble Court to shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Sadeckon Lobby and Mahommed Shaw may upon

Oath

[illegible] Complainant Doth fully Show Unto and Prove Unto
[illegible] Defendant Doth Refuse and Neglect to Pay the
Same Contrary to Equity and Good Conscience
Wherefore Your Complainant Prays Process of
Subpoena Issue Against the Said Defendant
Commanding Him to Be and Appear Before
Your Honour Court on a Certain Day and
Under Such Pains and Penalties as Your
Honour Court Shall Think Fit to Direct
And Your Complainant Shall Ever Pray &c

Wm Ellis Solr

Dist of Columbia } Sct
City of Washington }

Be it Remembered That on this 4th day of October
1811 William Ellis Solicitor for the Complainant
Named in the Foregoing Bill Personally Appeared
before me and Made Oath that the Said Bill is
not Brought for Vexation or Delay but that
Justice May be Done

Jno Law

Sworn to and Subscribed the Day and Year
Aforesaid before me

Thos Swann Clk

Issued 4th Oct 1811

Thos Swann Clk

Dist of Columbia } Sct
City of Washington }

Be it Remembered That on this 4th day of October
1811 William Ellis Solicitor for the Complainant
Named in the Foregoing Bill Personally Appeared
before me and Made Oath that the Said Bill is
not Brought for Vexation or Delay but that
Justice May be Done

Jno Law

Sworn to and Subscribed the Day and Year
Aforesaid before me

Thos Swann Clk

Issued 4th Oct 1811

Thos Swann Clk

Amount of Costs

Writ	4	50	
Copy & Service	1	25	
Bill	32	00	
Copy	12	50	
Motion		25	
Subpoena	2	00	
Copy & Service	1	25

Know all Men by these Presents that I Agostinho de Cruz of Madras Merchant and Attorney of Lodwick Littlehales of Madras Merchant and Attorney of Thomas Saddleton Littlehales of Madras Merchant and Attorney of Edward Littlehales of Madras Merchant and Attorney of Thomas Littlehales of Madras Merchant and Attorney of Richard Littlehales of Madras Merchant and Attorney of Thomas Littlehales the younger of Madras Merchant and Attorney of Edward Littlehales the younger of Madras Merchant and Attorney of Richard Littlehales the younger of Madras Merchant and Attorney of Lodwick Littlehales the younger of Madras Merchant and Attorney of Thomas Saddleton

(312)

Mayor's Court at Madraspatnam } Tuesday the 21st June Anno [illegible]

Present

James Call Esquire Mayor.

George Proctor and Benj.a Robinson

Aldermen

Robinson Lingard Esq.r

Inhabitant Complainant Lodged

Edward Hodges Merchant Lodged

Mayor's Court

L.S

Mayor's Court

Appearing by the Records of this Court the usual Rules have passed for the Defendants to answer the Complainants Bill which they have neglected to do Court doth therefore think fit the Order and Decree accordingly Order and Decree that the Defendant shall pay the Complainant the full and just Sum of Two Hundred and Fourteen Pagodas and twenty two Fanams Pags 214.22 together with the allowed Interest according to Bond thereon until full Payment is made also all Costs of Suit

Pd Cost

(313)

Filed the 13th March 1778

To the Noble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Chendragoda Chitty Pallai Arunachellum by his Attorney Thomas Newton of Madras Inhabitant That Chadragoda Chitty of Madras Inhabitant stands indebted unto Your Orator in the just and full Sum of One Hundred and two Pagodas Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings the Pagoda the Sum of forty four pounds being the principal of a Mortgage Bond bearing date the fourteenth Day of March in the Year of Our Lord One thousand seven hundred and Seventy One with Interest at the rate of Nine Cent per annum under the hand and Seal of the said Chadragoda Chitty granted unto Your Orator a Copy of which said Bond and the Assignment thereof hereunto annexed and Prayed by Your Orator to be received as part of this Your Orators Bill of Complaint And whereas Your Orator hath frequently and in a reasonable Manner requested payment from the said Chadragoda Chitty of the said Sum of One Hundred and Two Pagodas and the Interest due thereon

But now so it is may it please this Honble Court the said Chadragoda Chitty 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 process of Subpoena may issue out of this Honble Court directed to the said Chadragoda Chitty commanding him by the Oath and Body Corporal Oaths of all Mighty God to appear before this Honble Court and then and there true direct and perfect Answer make to all and singular the Premises and things herein before set forth and Alledged as fully truly and perfectly and effectually

Effectually to all Intents and Purposes as if the same
had been Signed Sealed and Executed by the said
Obligor at the Time of the Execution hereof
Witness our Hands and Seals at Madras
this 26th Day of March 1771

Signed Sealed and Delivered
in the Presence of us

Witness

Witness

Know all Men by these Presents that I Chundaloy Pulla Mannachellum
of Madras Inhabitant am held and firmly bound unto Chadrapah Chitty
of Madras Merchant in the Sum of Two Hundred and Forty
Pagodas of Current Money of Madras to be paid to the said
Chadrapah Chitty his Executors Administrators or Assigns
for which Payment well and truly to be made I bind myself
my Heirs Executors and Administrators firmly by these
Presents Sealed with my Seal Dated this 26th Day of March
in the Year of our Lord One Thousand Seven Hundred and
Seventy One

The Condition of this Obligation is such that if the above
bounden Chundaloy Pulla Mannachellum his Heirs Executors
Administrators or any of them do and shall well and truly
pay or cause to be paid unto the above named Chadrapah
Chitty his Executors Administrators or Assigns the full
Sum of One Hundred and Twenty Pagodas of Current
Money of Madras with Interest for the same after the
Rate of Three per Cent per Month on or before the
26th Day of March Instant without Fraud Coven or
Delay Then this Obligation to be void and of none
Effect or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of us

Witness

Witness

Know all Men by these Presents that I Chundaloy Pulla
Mannachellum of Madras Inhabitant am held and firmly bound unto
Chadrapah Chitty of Madras Merchant in the Sum of Two
Hundred and Forty Pagodas Current Money of Madras to be
paid to the said Chadrapah Chitty his Executors Administrators
or Assigns for which Payment well and truly to be made I bind
myself my Heirs Executors and Administrators firmly by these
Presents Sealed with my Seal Dated this 26th Day of March
in the Year of our Lord One Thousand Seven Hundred and
Seventy One

The Condition of this Obligation is such that if the above
bounden Chundaloy Pulla Mannachellum his Heirs Executors
Administrators or any of them do and shall well and truly
pay or cause to be paid unto the above named Chadrapah
Chitty his Executors Administrators or Assigns the full
Sum of One Hundred and Twenty Pagodas of Current
Money of Madras with Interest for the same after the
Rate of Three per Cent per Month on or before the
26th Day of March Instant without Fraud Coven or
Delay Then this Obligation to be void and of none
Effect or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of us

Witness

Witness

Know all Men by these Presents that I Chundaloy Pulla
Mannachellum of Madras Inhabitant am held and firmly bound unto
Chadrapah Chitty of Madras Merchant in the Sum of Two
Hundred and Forty Pagodas Current Money of Madras to be
paid to the said Chadrapah Chitty his Executors Administrators
or Assigns for which Payment well and truly to be made I bind
myself my Heirs Executors and Administrators firmly by these
Presents Sealed with my Seal Dated this 26th Day of March
in the Year of our Lord One Thousand Seven Hundred and
Seventy One

The Condition of this Obligation is such that if the above
bounden Chundaloy Pulla Mannachellum his Heirs Executors
Administrators or any of them do and shall well and truly
pay or cause to be paid unto the above named Chadrapah
Chitty his Executors Administrators or Assigns the full
Sum of One Hundred and Twenty Pagodas of Current
Money of Madras with Interest for the same after the
Rate of Three per Cent per Month on or before the
26th Day of March Instant without Fraud Coven or
Delay Then this Obligation to be void and of none
Effect or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of us

Witness

Witness

Effectually to all Intents and Purposes as if the same
had been Signed Sealed and Executed by the said
Obligor at the Time of the Execution hereof
Witness our Hands and Seals at Madras
this 26th Day of March 1771

Signed Sealed and Delivered
in the Presence of us

Witness

Witness

Know all Men by these Presents that I Chundaloy Pulla Mannachellum
of Madras Inhabitant am held and firmly bound unto Chadrapah Chitty
of Madras Merchant in the Sum of Two Hundred and Forty
Pagodas of Current Money of Madras to be paid to the said
Chadrapah Chitty his Executors Administrators or Assigns
for which Payment well and truly to be made I bind myself
my Heirs Executors and Administrators firmly by these
Presents Sealed with my Seal Dated this 26th Day of March
in the Year of our Lord One Thousand Seven Hundred and
Seventy One

The Condition of this Obligation is such that if the above
bounden Chundaloy Pulla Mannachellum his Heirs Executors
Administrators or any of them do and shall well and truly
pay or cause to be paid unto the above named Chadrapah
Chitty his Executors Administrators or Assigns the full
Sum of One Hundred and Twenty Pagodas of Current
Money of Madras with Interest for the same after the
Rate of Three per Cent per Month on or before the
26th Day of March Instant without Fraud Coven or
Delay Then this Obligation to be void and of none
Effect or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of us

Witness

Witness

Thomas Chellam for a Valuable Consideration hereto him moved by the said
Thomas Newton of Madras Inhabitant Merchant hath granted bargained sold
assigned & set over & by these presents doth grant bargain sell assign & set over
unto the said Thomas Newton the said Mortgaged Bond and the Money
thereby secured to be paid & all Interest thereupon due and owing
May become due thereon and all the right title & Interest of him the
said Thomas Chellam of in & to the same & every part thereof & the said Chundatoy Pulla
Chellam for the Consideration aforesaid hath made ordained constituted & appointed
and by these presents doth make ordain constitute and appoint the said
Thomas Newton his Executors and Administrators his true and lawful
and Attorney irrevocable for him and in his Name and stead
and Name of his Executors and Administrators but for the proper
Use and benefit of the said Thomas Newton his Executors Administrators
and Assigns to ask demand and Recover of the said Chundatoy
Pulla Chellam his Executors and Administrators the Money due and to
become due on the said Mortgage Bond and on the Payment thereof
said Thomas Newton his Executors and Administrators to Sue
and receive the same and on payment thereof to deliver up the
said Bond and give sufficient Release and discharge thereof
Hereby allowing & allowing unto his said Attorney or Attorneys under him to Constitute and
the said Thomas Newton or his Attorney or Attorneys under him
lawfully do in the premises the said Chundatoy Pulla Chellam
doth hereby allow and affirm. And the said Chundatoy Pulla Chellam
covenants with the said Thomas Newton that the said
Chundatoy Pulla Chellam has now hath and shall remain notwithstanding
said Money due to become due upon the said Mortgage Bond
Any part thereof Neither shall or will Release or discharge the
Any part thereof But will Pay and allow of all Lawful Costs

for Recovery thereof that then and thereupon Newton covenants the said Chundatoy
Pulla Chellam hereto his said Executors and Administrators that every happening
to him thereby Indemnified touching the said Chundatoy Pulla Chellam
shall and will from time to time and at the Costs and Charges of the said
Thomas Newton his Executors and Administrators but not otherwise
Seventh Day of March in the Year of Our Lord One thousand Seven
hundred and Seventy Eight

Signed Sealed and Delivered
in the Presence of
John Hicken
Joseph Brown

A true and Exact Copy
H. Popham
Attorney for the Complainant

Mayor Court
Madraspatnam

Tuesday the 18th Day of April
Anno Domini 1778

Present
James Call Esquire Mayor
John Turing — and — George Jaxon
Aldermen

Between Chundatoy Pulla
Chellam by his Attorney Thomas
Newton of Madras Inhabitant Complainant
and said Chundatoy Pulla Chellam of Madras
Inhabitant Defendant

The Defendant being in Court and Acknowledging
the Justness of the Complainants Demand The Court doth therefore
think

(312)

That such Order and Decree may be made Accordingly that it may be Decreed that the Defendant shall pay unto the Complainant the said Sum of Four Hundred and Ten Pagodas Sicca together with all such Interest as aforesaid as shall become due thereon and also all Costs of Suit

Filed 2nd March 1773

To the Right Hon.ble

Court &c. &c. &c.

Humbly complaining Sheweth unto this Honble Court Your Orator Mootiah Chetty by his Attorney Robert Mark of Madras Inhabitant and Head Merchant Doth Aver that he is a Native of Madras Inhabitant and Head Merchant and that Your Orator and Thevanah Ramah Kistnah Naick were Partners Trading together in Copartnership for many Years and Whereas the said Ramah Kistnah Naick departed this Life Intestate and without Issue of his Body lawfully begotten leaving his Wife by Name Sinnamah and three Children by Name Thevanah Sinnamah by the Custom of the Malabars who by Law or Custom became Entitled to Succeed to all the Estate Effects and Credits whatsoever of the said Ramah Kistnah Naick and whereas he the said Thevanah Sinnamah by the Custom of the Malabars became Entitled to all the Estate Effects and Credits of the said Ramah Kistnah Naick and whereas the said Thevanah Sinnamah by such Custom of the Malabars became Responsible for the Debts of the said Ramah Kistnah Naick and whereas there is due to Your Orator from the said Estate of the said Ramah Kistnah Naick the Sum of Ninety Seven Pagodas Current Money of the Coast of Coromandel or thereabouts in Sterling Money of Great Britain about Eighty Pounds which Sum Your Orator hath frequently demanded of the said Thevanah Sinnamah but he refuses to pay the same to Your Orator

(313)

Will Most Justly and Graciously Appear by a Sufficient Account Current and Vouchers thereof or Transfer thereof with a Power of Attorney hereunto Annexed for that purpose Before this Honble Court to which Your Orator prays same may be Referred as part of this Your Orators Bill of Complaint and Whereas Your Orator hath frequently and in a most Humble Manner Requested Payment from the said Thevanah Sinnamah of the said Sum of Ninety Seven Pagodas

To the End therefore that the said Thevanah Sinnamah may upon her Corporal Oath & full & true Discovery and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged fully truly perfectly and Effectually to all Intents and purposes as if the same were herein again Repeated and Particularly Interrogated and that she may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety Seven Pagodas together with all such Interest as aforesaid as shall become due thereon and also all Costs of this Suit

May it please this Honble Court the Cause thereof being duly Commenced and Prosecuted by the Sheriff of Fort St George being of Madraspatnam in the District of Madras aforesaid 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

2nd March 1773

This Bill was sworn between the Days of Argument Term and the Summons upon the First Day

James Cobb
Mayor

Robt Dromgoole
Attorney for the Complainant

To all People to whom these Presents shall Come or Greeting

Whereas Nowamah the Widow and Relict of Ramah Kistnah Mark

Deceased stands Indebted to Mathew Mark the Ballance of an Account Current

bearing Date the Thirty first Day of January one thousand Seven Hundred and Seventy Eight and to Moodukisna

Tonah Pillah of Madras Inhabitant there Sum of Ninety Seven Pagodas

Now Know Ye that the said Moodukisna Tonah Pillay for a Valuable

Consideration to him in Hand paid by Mathew Mark of the same

Place Inhabitant at or before the Sealing and Delivery hereof the

Receipt whereof he the said Moodukisna Tonah Pillah doth hereby Acknow

ledge hath Assigned Transferred and Set over and by these Presents

Doth Assign Transfer and Set over unto the said Mathew Mark the

said Account Current and the Money or Amount Principal of the

said Account Current and the Interest thereupon Due and Growing or

which may at any time hereafter become Due thereon and all Right

Title and Interest of him the said Moodukisna Tonah Pillah for the Consideration aforesaid hath

Hath Constituted and Appointed and by these Presents Doth

Make Constitute and Appoint the said Mathew Mark his

Executors Administrators and Lawful Attorneys Jointly

Attorney Severally for him and in his Name or in the Name

Name of his Executors or Administrators but for the Sole and proper

Use and benefit of the said Mathew Mark his Executors Administrators

and Assigns to Ask Require Demand and Receive of the said

Nowamah the Elder Executors or Administrators the Money now

Due to become Due on the said Account Current and due Note

Payment thereof to the said Mathew Mark his Elder Executors or

Administrators to Sue for and Recover the same and on Payment

thereof to Deliver up and Cancel the said Account Current and give

Assignment

Sufficient Sureties and Duly to Stand to abide by and perform such Order as this Court shall make Concerning the Premises and not to depart this Court without Leave and Lastly that the said Defendant shall pay unto the said Complainant such Costs as this Court shall think fit to Award. And the said Defendant Petitioner doth hereby Promise and Oblige himself his Heirs Executors and Administrators to Pay unto the said Complainant or his Attorney the Money or Securities for the same as shall be Ordered by this Court to be paid Witness his Hand and Seal this Twenty fifth Day of February in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight.

Signed Sealed and Delivered
in the Presence of
Thomas Dow
Jno Hughes

Mayor's Court Madras

Tuesday the 26th Day of June Anno Domini 1781

Present

James Call Esquire Mayor
Isaac Manning — and — George Jackson
Aldermen

Between Rustumah Naick Relict of Mudoo by her Attorney Mathew Mark Esquire Complainant and Rustumah Naick Relict of Mudoo 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 she has Neglected doing This Court doth therefore think fit the Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant out of the Estate and Effects of Ramah Rustumah Naick the Sum and Last Sum of Seventy Seven Pagodas Pagodas 77 - Together with a Month's Interest as aforesaid or shall hereafter become Due thereon and till full Payment is made also all Costs of this Suit

By the Court

Rustumah Naick Relict of Mudoo
Inhabitant Defendant

Known all Men by these Presents that I Ayyapeeny Shaddoo Calendar of Madras Merchant am held and firmly Bound unto Jeawoo Jeun Calendar also of Madras aforesaid Merchant in the Penal Sum of Four Hundred Pagodas Current Money of Madras for the Payment whereof I do hereby Bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal Dated in Madras this Tenth Day of April in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight

The Condition of this Obligation is such that if the above Bounden Ayyapeeny Shaddoo Calendar his Heirs Executors and Administrators and every of them do and shall for his and their Parts and behalf stand and by all things well and truly Stand to Obey Abide Observe Perform fulfill and Keep the Award and the Arbitrament final and Mutual Determination of Mr Neally Sahib, Sanguis Sahib, Jeawoo Pedey Sood and Seamoo Mootoo Arbitrators

Indifferently

of Parliament for these Purposes Provided

Signed Sealed and Delivered
in the presence of Agapeny Thaddeus Callender
by the Deponent

Danl. Shaw

Manoel Manoel

A true Copy — The Original Delivered up by Order of Court

James Taylor
Regr.

Known all Men by these Presents that I Joanno Joan Callan of Madras Merchant am held and firmly Bound unto Agapeny Thaddeus Callender also of Madras aforesaid Merchant in the Penal Sum of Four hundred Pagodas Current Money of Madras for Payment whereof I do hereby Bind Myself my Heirs Executors & Administrators firmly by these Presents Sealed with my Seal Dated at Madras this Twelfth Day of September in the Year of Our Lord One thousand Seven hundred and Seventy Eight

The Condition of this Obligation is such that if the above Bounden Joanno Joan Callan his Heirs Executors and Administrators and every of them do and shall for his and their Parts and behalf stand to Obey abide & perform fulfill and keep the award Order Arbitrament final End and Determination of Agapeny Thaddeus Callender Joanno Paday Jacob and Joanno Marcarus Arbitrators Indifferently chosen Elected and Named as well by and on the part and behalf of the above bounden Joanno Joan Callan as by and on the part and behalf of the above named Agapeny Thaddeus Callender to Arbitrate Award order Judge Determine and Agree for

upon Entering and Commencing all and all manner of Actions and Suits Causes and Causes of Actions Suits Bills Bonds Specialties Covenants Contracts Promises Accounts Reckonings Sum & Sums of Money Judgments Executions Extents Quarrels Controversies Trespasses Damages and Demands whatsoever both in Law and Equity at any time hath or have brought Commenced or Sued Prosecuted or Depending by or between the said Parties as Herein Awards Submissions Bonds and Obligations mentioned and Ready to be Delivered to the said Parties respectively on the Tenth Day of May next Ensuing the above date Hereof And if the said Arbitrators shall not make and Execute their Award of and Concerning the Premises within the Time limited as aforesaid Then if the said Parties or either their Heirs Executors and Administrators and every of them do and shall well and truly Stand to Abide perform fulfill and keep the Award Determination Sum and Sums of Money Judgment being a Decree to be Signed Sealed and Delivered by the said Arbitrators or Umpire and Umpirage and Determination and Judgment to be Given by the said Arbitrators or Umpire Concerning the Premises for or Touching the said Matters Submitted to their Award and Umpirage in writing Ready to be Delivered to the said Parties respectively on the Day of the Month of Second next Ensuing the Date hereof Then this Obligation to be Void & otherwise to Remain in full force and Virtue and the Arbitrators to be Nominated to Award Umpire in all Causes and Suits that the Honourable Francis Joan Calder Esqr Mayor and Court of Hon'ble the Mayor's Court at Madraspatnam Pursuant to the Statute of Parliament for that Purpose Provided

Signed Sealed and Delivered
in the Presence of
Danl Shaw
Manoel Mannoy

Signed in the Armenian Language

(327)

166

A true Copy — The Original Delivered by Order of Court

James Taylor
Regr

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

Humbly Complaining Sheweth unto this Hon'ble Court Your Orator Lucia Chivalet Restaurateur Citizen of Madras Merchant that Francis Dumas of the same place Inhabitant stands Indebted to Your Orator in the full and just Sum of Ninety four Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty seven Pounds and Twelve Shillings or thereabouts as will more fully and at Large Appear by Copy of a Note of Hand hereunto Annexed for the Inspection of this Hon'ble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and often Required the Payment of the said Sum of Ninety four Pagodas from the said Francis Dumas

But now so it is May it please this Hon'ble Court the said Francis Dumas Obstinately and Willfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a Writ of Subpoena to this Hon'ble Court to the End he the said Francis Dumas may appear Personally and Answer the Premises upon his Corporal Oath and Conscience and Pursuant to the Statute of Parliament for that Purpose Provided and more particularly 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 and hereby Severally Interrogated and that he may be Decreed to pay Your Orator the said Sum of Ninety four Pagodas with Interest and Costs of Suit

To pray unto Your Worships that the aforesaid Summons & Order may be put in Force & Execution & that your Petitioner may have Such Relief in the Premises as to Your Worships shall seem meet

And Your Petitioner as in Duty bound shall ever pray &c

Thomas Dallas

Borrowed and Received from Messrs Ellis & Co Inhabitants of Madras the Sum of Twenty four Star Pagodas Current in the Settlement & Sum Specified in the Annexed Petition which I promise to pay unto the said Messrs Ellis & Co or their Attorney on demand this 29th Day of November 1748

Witness

Thomas Dallas

Thomas Dallas

Borrowed and Received from Messrs Ellis & Co Inhabitants of Madras the Sum of Twenty four Star Pagodas Current in the Settlement & Sum Specified in the Annexed Petition which I promise to pay unto the said Messrs Ellis & Co or their Attorney on demand this 29th Day of November 1748

Witness

Thomas Dallas

Thomas Dallas

Mayor's Court
Madrasapatnam

Tuesday the 29th Day of April
Anno Domini 1748.

L.S.

Present

James Hall Esquire Mayor
George Proctor —and— Benj.n Roebuck
Aldermen

Between Swira Chinnaka
Pistanamaka Chitty of Madras
Merchant Complainant and
Francis Dawson of the same Place
Inhabitant Defendant

It appearing by the Records of this Court that the usual Rules have been for the Defendant to Answer the Complainants Bill which he has neglected doing This Court doth therefore Order and Think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Complainant the full Sum of Two Hundred and Eighty Pagodas Current Together with Costs of Suit as appears by the Bill of Costs Amounting to Pags 280 — 0 — 0

Thereon and till full Payment be made to the Complainant

By Court

Know all Men by these Presents that I John Tabley
Longueden Merchant have made Constituted and Appointed Mr
Lot Bennett Esq.r Merchant of the same place to be my Lawful Attor-
ney Factor & Attorney for me and in my Name to Ask Demand Sue for
and Receive for all and every my Lawful wages and means whatsoever
and from all Persons whatsoever and Sum or Sums of Money that
is or may become Due & Owing and to Give Good and Sufficient Acquit-
tance Release or Discharges for me and in my Name to have use
or make Use of any Law or Laws and to Impower one or more
Substitute and Substitutes under him in case of Neglect and
Generally to do Transact Act Pass Sign and Execute all and Every
and Singular whatsoever and I do hereby Ratify and Confirm
My Attorney or his Substitute or Substitutes shall Lawfully
Execute by Virtue hereof In Witness whereof I have
hereunto set my Hand and Seal this Twenty first Day of Febry
in the Year of Our Lord One Thousand Seven Hundred and Seven
Eight

John Tabley [L.S.]

Signed Sealed and Delivered
in the Presence of us the Subscribers

Lot Bennett

John Cleaves

Frederick Evans

Thos Cox — Clerk
Orphans Court

Thos Taylor
Regr

David Pople of the one part and Antonio de Souza
of the other part Merchants Send Greeting

Whereas there are several Accounts depending and Unsettled
Controversies and Disputes have lately arisen between Nicolas Boutte
late of Rangoon in the Kingdom of Pegu but at present of Madras
Mariner on the one part and Pegue Rajahs and Mines Marcar of
Rangoon as aforesaid Merchants of the said Pegue Rajahs being at
present of Madras aforesaid on the other part touching and concerning their Ships
Lading Diligence and hire Cargo and Whereas for putting an End to the said
Differences and Disputes they the said Nicolas Boutte and Pegue Rajahs
by their several Bonds or Obligations bearing date the Second Day of
March last past are respectively bound each to the other in the Penal
Sum of Thirty thousand Pagodas to stand to abide by perform and keep the
Laws Orders and final Determinations for the said Controversies between
Howard and Antonio de Souza Arbitrators indifferently chosen between
the said Parties to Arbitrate the Differences Submitted to them by their Bonds
as above recited Now this said Award bearing date these Writings under Our Hands and
Seals and Ready to be delivered to the parties and Differences before the
Sessions of these Presents to be the said Recited Bonds or Obligations with
the Conditions thereunder written Now Know ye that we the
Arbitrators aforesaid having taken upon us the Burden of the said Parties
Examined the proofs and Allegations of both the said Parties and published their
Sittings mutually and finally determine Award and Order as following
Viz. Imprimis We the said Arbitrators Award Order and Direct that all Actions Suits Quarrels
Controversies Wrongs Claims and Demands whatsoever depending between the
said Parties or either of them touching or concerning the

Thereof Mr. Manifest, to this day of the date hereof shall have and keep
Proceeds and that each of the said parties shall bear and pay
Cost and Charges in any Wise relating to the Same Cargo
ver. And Whereas. Award and order, that the Cargo of said Ship
La Diligence being Mortgaged to Capt.n Rose Bell and Jackson
Forbes Salas, Capt.n Andrew Rose, Capt.n Richard Jones for
Eleven and Eighteen Sixteenth Part and Ephraim Joseph Cardoso Nego
Jacob Lopez and Company Portuguese and Lopez Raphael Belilios
Amount of Thirty thousand Seals Money of Pegu as in
Particulars given for in the Mortgaged Bills of Lading for the
Said Ship Endorsed on the by Minas. Manas of Rangoon and
by the Commanders of that Ship Rose Bell with the Consent
Approbations of the aforesaid Persons herein Named as Interested
the said Cargo Mr.d hereby award and decree the Most part of
said Cargo Imported by the said Rose Bell who Appears on the Said
Bill of Lading to be the Amount of all Consignees in the Cargo
said Persons in proportion to their respective Claims as Specified
Bill of Lading for the Cargo, and Mr.d further award, that the
made of the Sums for which the Cargo is Mortgaged as above
Exceptions of any he shall Depend made to Shamier all Demands
discharge of the Bills and Claims on the Ship La Diligence
of Sale being on his Name

We do further Award, that the Ship La Diligence be
shall Appertain and belong to the Sundry Creditors of the said
Built Which he hereby Claims on the said Ship towards their
Demands as Specified in the Bills of Sale executed by Jacob
at Rangoon on the 21st December 1776 excepting the Demands
Minas. Manas for 14000 Seals of which being the Amount
Minas. Manas for the Sum of Twenty four Thousand Two Hundred
forty three and a half 24243/2 Seals with Interest thereon

this Sum of three thousand two hundred and thirty four Seals Advanced by
which Cargo and Amount of Exception thereto Mortgaged both Sums bearing Interest
of 3% Cent per Annum from the Months of July 1776 until the day of the
Departure of the said Ships La Diligence from Pegu to this port of Madras
and from that day the Commission and usual Respondentia Premium from
Pegu to Madras on the aforesaid 25243/2 and 3635 and the Interest
thereon, and this in equal proportions as the other Claimants on said
Ships Adjusting hereby from the Claims on the said Ships La Diligence
the aforesaid Sums of Twenty four Thousand and Ninety Seven Seals, exchange of
Respondentia Premium, and profit, made by the above Minas
Marcar on the aforesaid Sum of 25243/2 Seals, this Sum appearing
has been so Interest

And lastly We do Award, and Order, that
the said Nicolas Boulli, Pegue Raphael, and Minas. Marcar on the
Delivery, or Sale of the Ships La Diligence, and her Cargo to the persons
of them or to their Heirs and General Release sufficient in the Law for
that Releasing by each, to the other of them, his Heirs, Executors and
Administrators of all Actions, Suits, Accounts, Dues and Demands whatsoever
Said Demands whatsoever touching, or concerning the premises aforesaid
or any Matter or Thing thereunto Relating, from the beginning of
the World to the day of the Date of these Presents In Witness whereof We
Seven of March last past Don Alfonso Earl de Keenoe Have set
Set our Hands and Seals Dated Fort St. George this fourteenth day
of April in the Year of Our Lord One Thousand Seven hundred and
Seventy Eight 1778

George Smith (L.S.)
G. Jaxon (L.S.)
Antonio de Souza (L.S.)

Filed the 29th Feby 1716

To the Honble the Master
Commissary Mackenzie

Humbly Complaining Shew unto Your
Your Oratrix and Orator Lucy Parker Relict & Executrix of Mathew Parker
Deced Phillippus Clavering of Madras aforesaid Merchant and
Executor Named in the Last Will and Testament of the
Said Lucy Clavering late of the same place Merchant Deced and
Mosley Vincatachellum of Madras aforesaid Pattadar and
Justly Indebted and Stock Commissary of the same place Merchant
Part or Moiety Alleging in the Sum of Four Thousand Pagodas
Current Money of Madras bearing Date the Eleventh day of March
in the Year of Our Lord One Thousand Seven hundred and Seven
and payable Two Years after Date with Interest thereon at
Seven Rodeas and Seventy Cash for one Pagoda as by the
Said Phillippus Aga Perry Clavering Relation Being
or Paper Writing under the Seventh day of January in the Year of
Lord One Thousand Seven Hundred and Seventeen Relation
Being Ready Money to Pay and Satisfy unto Your Orator
Aga Perry Clavering Eleven Thousand Pagodas Current
Seven and Three Money thereupon due and Owing and all Cost
and Interest from and to become and Not Further in Part
Whereas Complainant and Against the said Phillippus Aga
Clavering her Attorney Answerable, whereby the said Debt
the Money thereupon due and Owing becomes the property of
Said Phillippus Aga Perry Clavering and Your Orator and
Complainant this Honble Court that on or about the first day of
the said Year One Thousand Seven Hundred and Seventeen

Phillippus

Phillippus Aga Perry Clavering did in his own Right and as Attorney for the
Said Sheik Donoalphy Exhibit his Original Bill of Complaint in this
Honble Court Against the said Mosley Vencatachellum and thereunto
annexed the said Writing or Deed for and thereon prayed for a Summons
to Issue Against him the said Mosley Vencatachellum and thereunto
Annexed the said Writing or Deed for and thereon prayed for a Summons to
Issue Against him the said Mosley Vencatachellum Requiring him to
Appear before this Honble Court and Answer all and Singular the matters
Set forth and Alledged in the said Bill of Complaint which said Summons
did Issue and on the Fifteenth day of the said Month of February the same
Was Returned Endorsed not to be found and Your Oratrix and Orator
further Shew unto this Honble Court that on the Seventh day of
March in the said Year One Thousand Seven Hundred and Seventy four
the said Phillippus Aga Perry Clavering did make Oath in Court to the
Justness of his Demand and that he had Reason to believe that the
Defendant was about to Abscond whereupon another Summons Returnable immediately and a Warrant
of Arrest Issued which said Summons and Warrant of Arrest were also
on the Fourteenth day of April following Endorsed not to be found
Whereupon this Honble Court and Your Oratrix and Orator
that before any other Proceedings were had on the said Cause the said
Phillippus Aga Perry Clavering did by means whereof the said Cause
and Proceedings as to him became and was Abated and Your Oratrix
and Orator further Shew unto this Honble Court that the said Phillippus
Aga Perry Clavering did on his Deathbed make his Last Will and
Testament and Nominate and Appoint Executors to be in force since
Your Oratrix and Orator his Executrix and Executor to be in force since
his the said Phillippus Aga Perry Clavering Death duly Proved
the said Will in this Honble Court and taken upon them to the
Burthen and Execution thereof by which means and Your Oratrix and
Orator are Authorized to Prosecute the said Suit Against the said

Mosley

Monday Decr 2d 1678 and to the End that the said Proceedings may be Read and Considered by the said Mayor Council & Aldermen and be in Readiness for Publication as the same is required at the time of the Abdicated Thing

It is Ordered that this Court do Grant their Warrant to be Issued and Signed by the Sheriff of this Court to Summon and Require the Defendant Thomas Pearse to be and Appear before this Worll Court to Answer the said Plaint to be by this Worll Court Prosecuted and Appointed for them to Answer all and Singular the said Premises and to Shew Cause if he can why the said Bill and Proceedings thereon had should not Stand and be Ratified Against him and given thereupon Such and Condemnation as they were at the time of the Death of Thomas Pearse Against Mary Coleander and further to Stand to and Abide by such Order and Decree in the Premises as to this Worll Court shall

Daniel Shaw
Attorney for the Complainant

Mayor Council
Madraspatnam
Tuesday the 22d Day of Jan
Anno Domini 78

Present

James Hall Esquire Mayor
George Smith and Edward Carnon
Aldermen

Between Luza Barker Chief
of Madras Weavers and Davy Phillipps
Coleader of Madras Weavers Merchant
and the Executrix and Executor Named
in the Last Will and Testament of Phillipps

Phillippus Alias Perry Coleander Late of
the same place Merchant Deceased
Complainants Mordey Vencatachel
Complainants Mordey Vencatachel
Town of Madras aforesaid Inhabitant
Defendant

It Appearing by the Records of this Court that the Defendant Thomas Pearse Contained in Elapsed Space of Six Months the Subscribers Majesties Courts in this Presidency Issued their Warrant of Separate Attachment against the Defendants Effects and that the Defendant hath not made any Appearance Court to Answer the Complainants Bill this Court doth therefore think fit to Order and Decree and do this Accordingly Order and Decree that the Defendant do shall pay unto the Complainant the full and Just Sum of Five Thousand Pagodas 5000 Star Pagodas and that the Defendant do shall Answer the Complainants Bill in Full Payment in Specie or Money at the Rate of Eight Shillings for Every Pagoda of Great Britain Value

Dft Cur

Filed the 21st March 1778

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shewn Unto Your Honble Worships Mordey Vencatachel Late of Madras Inhabitant but now of the Town of Madras aforesaid Inhabitant that Whereas Phillippus Alias Perry Coleander Late of the same place Inhabitant but Now Deceased Merchant in his Life Time and at the time of his Death was Indebted unto Your Orator in the full and Just Sum of Five Hundred and Seven Pagodas Current Money of Madras Making in Sterling Money of Great Britain Value the Sum of Eight Shillings for Every Pagoda and Just Sum of Eighty Seven Pounds as well Manifestly and at large Appear by the Same Translated

Transcribe of Bond in Marking Obligatory and Copy of Power
of Attorney hereunto Annexed for the Complainant
Humble Court and subject to Some Order Decree or
this Suit Bill of Complaint the Original Writ
Attorney being for Many Orders Decrees and
for the Conformation of this Humble Court of Equity And Many Orders
further Shewn to make this Humble Court that the said Defendant
and Answer the Matters Contained in Complainant Bill
of the Sum of Two hundred and Fifty Pounds

Witness Edward Lloyd Esquire Chief Justice of this
Court the Second Day of November in the Year of our Lord
One Thousand Seven Hundred and Seventy Eight

By the Court

Mayor

(339)

further to Stand to and abide by such Order and Decree as this
this Humble Court shall Seem Meet

John Sykes
Attorney for the Complt

March 1778

this Bill was shewn to and sworn to before the Day of
Commissioner and the Complainant made Affidavit
being made out of the Jurisdiction of this Court
that the Defendant
Defendant from the Jurisdiction of this Court
Summons was to be served on him at his Summons
Humble Court immediately and Warrant of Arrest issue thereon

James Calk
Mayor

Copy of Bond

I Moses Annis Hall acknowledge to owe Abraham
Barnard and Jeremiah of Anne Arundel County the Sum of 210 Pounds
Pounds the half of which is 105 Pounds Lawful Money this Bond bearing
Interest

Dated the 5th of September 1777

Moses Annis Hall

Seal

Witness
Camden Allegaun
Zydenamachadee

The foregoing recognizance was taken and Acknowledged
came before me the Subscriber one of his Lordships
Justices of the Peace for Anne Arundel County

John Sykes
Attorney for the Complt

Know all Men by these Presents that I Adolphus Smith of Madras
aforesaid and We Paul Pond of Ditto Esquire and Thomas Parry of
September which was in the Year of Our Lord One Thousand Seven
hundred and Seventy Seven Lands Subscribed with the Name
Seal of the Company Inhabitant in the Town of Madras aforesaid
and Two Pagodas Current Money of Madras aforesaid to the
Paid or Obligation may Appear Now Know Ye that the
said Mirza Mogul Said for a Valuable Consideration to him
hereupon by the Said Adolphus Smith also of Madras Inhabitant
or before the Sealing and Delivery of these Presents the Receipt
whereof he hereby Acknowledges and thereof and therefrom
hath Released and Discharged the said Adolphus Smith his
Said Bond or Obligation and the Money Thereby Payable and
Right and Interest from and to the same and Every Part thereof
and thereof the said Mirza Mogul Said for Him his Executors
hath made Constituted and Appointed and by these Presents
Make Constitute and Appoint the said Adolphus Smith his
Executors and Administrators his True and Lawful Attorney
and Attorneys Irrevocable for him and in his name and
Name and Names of him Executors and Administrators but
the Sole and Proper use and benefit of the said Adolphus Smith
his Executors Administrators and Assigns to Ask Require
Demand and Receive of the said Mirza Mogul Said his Executors
and Administrators the Money Due and to become Due on the
Said Bond or Obligation and on Non Payment thereof to

Adolphus Smith his Executors and Administrators to Sue for
and Recover the same and on Payment thereof to Deliver up the said
Bond or Obligation and to give Sufficient Release and Discharges
for the same and Every Part thereof and Attorney or Attorneys under him to Constitute
and Appoint and Again at Pleasure to Revoke and the said
Attorney or Attorneys under him shall Lawfully do in the Premises the said
Mirza Mogul Said Doth hereby Allow and Affirm and the said
Mirza Mogul Said Doth Covenant with the said Adolphus Smith
that he the said Mirza Mogul Said hath not Received any Money
Bond or Obligation or any part thereof neither shall or will Release or
Discharge the same or any part thereof but will Own and Allow of
all Lawful Proceedings for the Recovery thereof by the said Adolphus
Smith his Executors and Administrators and for Performance
of the Premises the said Mirza Mogul Said hereby Binds his Heirs and
Executors and Administrators to the said Adolphus Smith his
Executors and Administrators in the Penal Sum of Pagodas
Two Hundred and Fifty Current Money of Madras aforesaid
Witness our Hands and Seals at Madras aforesaid this Twelfth Day of March in the Year of Our
Lord One Thousand Seven hundred and Seventy Eight

Pa 250 (PS)

Signed Sealed and Delivered
in the Presence of

(342)

Mayor's Court Madrasapatnam } Tuesday the 25th Augt Anno Domini

Present

James Call Esqre. Mayor
George Smith and Edward Garrow
Aldermen

Mayor's Court

1:1

Dubon. Abel Mood Sadeb. Madras Inhabitant late Attorney Adelphus Smith of that Inhabitant Complainant and Ramanadha Mudeliar 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 Court doth therefore think fit to Order and Decree as it is accordingly Ordered and Decreed that the Defendant do pay unto the Complainant the full and just Sum of Five Hundred and Two Pagodas Pagodas 502 Star with all such Interest as accrues or shall accrue thereon and all Costs of Suit

Decreed

(343)

174

To the Hon'ble the Mayor & Court at Madrasapatnam

Tuesday the 30th March 1773

Humble Complaining Sheweth unto this Hon'ble Court Your Orator Nemmaney Ramen Merchant by his Attorney Antonio De Rozario of Madras Inhabitant that Sadasiwa of the same place Inhabitant stands Indebted unto Your Orator in the full and just Sum of One hundred Pagodas Current Money of Madras & Sterling Money of Great Britain at the rate of Eight Shillings for Every Pagoda the Sum of Forty Pounds or thereabouts as will more fully and at large Appear by Copy of the Annotation of a Mortgage Bond Given and Granted unto Your Orator by the said Sadasiwa bearing Date the fifteenth day of June which was in the Year of Our Lord one thousand Seven hundred and Seventy five hereunto Annexed for the Inspection of this Hon'ble Court which Your Orator Prays may be Admitted as part of this her Bill of Complaint and whereas Your Orator hath frequently and even at this present requested payment of the said Sum of One hundred Pagodas from the said Sadasiwa

Defendant well knowing the premises but Obstinately and wilfully Intending to pray the Court thereof to Order Your Orator any manner of Satisfaction touching the same unto Your Orator therefore pray a General Writ of Subpoena to issue Out of this Hon'ble Court to be directed to the said Sadasiwa commanding him personally to be and Appear before this Hon'ble Court at a certain Day and under a certain Pain therein to be limited to Answer the premises and to Stand to and Abide such Order and Decree therein as to Equity and Good Conscience shall appertain And Your Orator shall ever Pray &c

Pubon

Mood

Sadasiwa

Ramanadha Mudeliar

Alledged

(344)

Alledged as fully & effectually to all Intents & purposes
as if the same were herein again repeated & particularly
set down & that he may be decreed to pay unto Your Orator
aforesaid Sum of One hundred Pagodas together with all such
Interest as aforesaid shall become due thereon since the
Exhibiting of this Bill

May it please this Honble Court the Defendant
said Sadasiva Swamy to be Summoned and required by the Writ
of Subpœna issued out of this Honble Court to be and
personally to be and Appear before this Honble Court to be
true and perfect Answer make to all & singular the premises
And thereto and thereby 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

Henry Dundas
Attorney for the Complt

Dated 15th June 1775

I Sadasiva Swamy Son of Mallaka County Arcottian of the
Village Called Madras do Give this Mortgage Bond to Ramo
Ramo Naick Son of Sirtala Ramappa Naick Agent to the
Madras this Day enter into Agreement Ramo Naick do
hereby Grant Mortgage & Bell of Sale Absolute
Padre this Garden on the East Side to the House of Lazarus
Aaron on the West Side to the House of Pandaram Mudaly
South Side to the Street upon which the Premises Stand
from the first and last Sum of Five hundred Pagodas Current
Money of Madras which Sum he promises to pay on

(345)

former Bond Dated three months Interest on my Account
after the Rate of 12 p Cent & Ramo Naick default of payment
after the Date of these Presents do hereby Grant Mortgage and
Engage Your Security the aforesaid premises Mortgaged Bond
Sale of Your Debt these I Voluntarily Give this Mortgage Bond
Sale of Your Debt these I Voluntarily Give this Mortgage Bond
Witness Anganah Naick and Jonathan Ayah Lemby Moodelly
by their Knowledge Drawn by Sadasiva Swamy

Signed Sadasiva Swamy

Witness
Signed
Anganah Naick &
Ayah Lemby

A true Translation as Near as Can be from the
Original Malabar Language by Us Interpreters Sworn Subscribed

W. Petrie

Attorney for the Compt

Know all Men by these Presents I Sadasiva Swamy Native Inhabitant in
Cretton Madras do hereby Acknowledge to owe and be indebted unto
and by this Bond bearing date the fifteenth day of
June which was in the Year of our Lord one thousand Seven hundred
and Seventy four bound to Ramo Naick
of the same place Inhabitant in the full and just Sum of One
hundred Pagodas Current to be paid unto the said Ramo Naick the former
— this to Him or his certain Attorney Executors Administrators or
to be their Bond with Condition thereof. May Appear Now
Forever Void that if the said Sadasiva Swamy Ramo Naick for Valuable
Consideration to him in hand paid by Anthony de Rozario of
Madras

Madras Inhabitant who before the taking out Debentures of this
Court for the Receipt whereof the aforesaid Summary Power Writ
Debt hereby Mentioned to be thereby Summary Power hereby
Assigned and Sworn and by these presents Doth Assign and
unto the said Anthony de Rozario the Mortgage Bond the Mo-
ney thereby Secured Principal and Interest thereupon due and owing
which may become due thereon and all his Right and Interest
in and to the same and every part thereof and the said Summa-
ry Power Writ for the Execution aforesaid hath made Consti-
and Appointed the said Anthony de Rozario his Executors
Administrators his true and Lawfull Attorney and Attorneys
Irrevocable for him and in his Name and in the Name and
of his Executors and Administrators but for the Sole and proper
and benefit of the said Anthony de Rozario his Executors
Administrators and Assigns to Ask Require Demand and Receive of
Sarah Swann her Heirs Executors and Administrators the Money
due and to become due on the said Bond and on Non payment
to Discharge the said Bond and Give Sufficient Release and
ges thereof and Power one or more Attorney or Attorneys under him
Constitute and what soever the said Anthony de Rozario by him
or Attorneys under him shall Lawfully do in the premises the
Said Summary Power Writ doth hereby Allow and Ratify
and the said Summary Power Writ doth Command the
Said Anthony de Rozario that the aforesaid Summary Power
hath not Power nor will Power aforesaid Money Power to become due
on the said Bond or any part thereof nor that he will Release
Discharge the same or any part thereof but will Recover and Receive all
Lawfull Proceedings for Recovery thereof the aforesaid Anthony de Rozario

Saving the said Summary Power Writ hereby Assigned and
Costs that may happen to become thereby And Witness whereof the
Summary Power Writ hereunto Set his hands and Seals
Madras this Nineteenth day of March in the Year of Our Lord One
Thousand Seven hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Mayors Court
Madras

Tuesday the 3d Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
John Evans and George Stanwell
Aldermen

Between Summary Power
Sarah by her Attorney Anthony De
Rozario of Madras Inhabitant Compla
and Sarah Swann of the Same
place Inhabitant Defendant

The Defendant having in Court Acknowledged
Signing the Instrument Bearing this Court
Date

(342)

Dated the 27th April 1772

To the Honble the Mayor Court at Madrasapatam

Humble Complaining

Humble Court Your Orator Ramanoo Servant to the Honble Company Inhabitant that Cavaga Pillahi and Nagala Pillahi of Ponnapatta Village Inhabitant Stand Indebted unto Your Orator in the full and just Sum of Fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Value of Eight Shillings per Pagoda of Lawful Money of Great Britain as will more fully and at Large Appear by Copy of the Translation of an Obligation Bond given and Executed unto Your Orator by the said Cavaga Pillahi Ramanoo Pillahi and Nagala Pillahi on the first Day of September in the Year of Our Lord One thousand Seven hundred and Seventy two hereunto Annexed for the Inspection of this Honble Court Your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in a Manner Requested Payment of the said Sum of Fifty Pagodas from the said Cavaga Pillahi Ramanoo

(343)

Pillahi and Nagala Pillahi the Defendants which they have Refused and Neglected to Comply with but Contrary thereto Pretend that they Never Borrowed any Money of Your Orator whereas the Truth is that they Borrowed the Money as aforesaid and Your Orator hath Demanded the same of them but they Refuse to pay the same or any Part thereof to Your Orator to his Damage of Two Hundred Pagodas and Upwards for which he Humbly Craves Relief in this Honble Court and to have the Defendants Discovery of the Premises and Answer upon Oath to the Interrogatories hereunto Annexed but not upon Oath the Answer upon Oath of the Defendants being Waived by Your Orator and that they may Come to a Fair and Just Account with Your Orator for the Premises and that they may be Decreed to pay unto Your Orator the said Sum of Fifty Pagodas together with Interest and Costs of Suit and Your Orator as in Duty Bound will ever Pray &c.

Henry DuPont
Attorney for the Complainant

(344)

Bill in Chancery

To the Right Honble Lord Pigot Governor and President and the Honble Council of Fort Saint George and Agent for the Affairs of the Honble United Company of Merchants of England Trading to the East Indies and the Honble Court of Mayor and Aldermen of the Said Fort and Town of Madrasapatam

Humbly Complaining Sheweth unto Your Honble Court Your Orator Ramanoo Servant to the Honble Company Inhabitant of Madrasapatam that Cavaga Pillahi Ramanoo Pillahi and Nagala Pillahi Inhabitants of Ponnapatta Village Stand Indebted unto Your Orator in the full and just Sum of Fifty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Value of Eight Shillings per Pagoda of Lawful Money of Great Britain as will more fully and at Large Appear by Copy of the Translation of an Obligation Bond given and Executed unto Your Orator by the said Cavaga Pillahi Ramanoo Pillahi and Nagala Pillahi on the first Day of September in the Year of Our Lord One thousand Seven hundred and Seventy two hereunto Annexed for the Inspection of this Honble Court Your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in a Manner Requested Payment of the said Sum of Fifty Pagodas from the said Cavaga Pillahi Ramanoo Pillahi and Nagala Pillahi the Defendants which they have Refused and Neglected to Comply with but Contrary thereto Pretend that they Never Borrowed any Money of Your Orator whereas the Truth is that they Borrowed the Money as aforesaid and Your Orator hath Demanded the same of them but they Refuse to pay the same or any Part thereof to Your Orator to his Damage of Two Hundred Pagodas and Upwards for which he Humbly Craves Relief in this Honble Court and to have the Defendants Discovery of the Premises and Answer upon Oath to the Interrogatories hereunto Annexed but not upon Oath the Answer upon Oath of the Defendants being Waived by Your Orator and that they may Come to a Fair and Just Account with Your Orator for the Premises and that they may be Decreed to pay unto Your Orator the said Sum of Fifty Pagodas together with Interest and Costs of Suit and Whereas Your Orator hath Occasion to Travel to Bengal and Stand in Need of Your Honble Court Writ of Subpoena to Compel the Appearance of the said Cavaga Pillahi Ramanoo Pillahi and Nagala Pillahi to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatam and their Deputy there for that Purpose to be and Appear before Your Honble Court at the Criteria Town and Place to be by Your Honble Court Prefixed and Appointed there and there to Answer Your Orator's Bill of Complaint and further to Stand bound and bide by such Order and Decree therein as to Your Honble Court shall Seem Meet

Henry DuPont
Attorney for the Complainant

This Bill was Sworn to and Delivered this Day of August 1772 before me

James Call
Mayor

(351)

Dated 4th September 91

We Cunnaya Pillahi Veerasammy Pillahi and Nagai Pillahi of Veeravanallur

(352)

178

Cruz his Heirs Executors and Administrators to Lay found Issue and on Payment thereof to deliver up the said Mortgage and Release Assignment Release and Discharge thereof and Warrant or Warrants under Hand to Cancel the same and also Lands Tenements and Hereditaments to the said Apothecho De Cruz or his Attorney or Attorneys under him to Convey and Assure Lawfully from the Premises the said Ramanoo Sangaven Pillah Attorney and Attorneys and the said Ramanoo Sangaven Pillah with the said Apothecho De Cruz that he the said Ramanoo hath not Received nor will Receive the said Money due upon the said Mortgage or any part thereof and will Release and Discharge the same or any part thereof and also Save him Harmless and Indemnified for Ever against the said Apothecho De Cruz having the said Ramanoo Sangaven his Heirs Executors and Administrators and Lands Tenements and Hereditaments from all Action Suit Cost and Charges Trouble and Demands whatsoever that may happen to be Commenced against him for or by Reason or Means of the said Mortgage and Release and Assignment thereof Witness my Hand and Seal at Madras this Eighteenth Day of April One thousand seven hundred and Seventy Eight

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

Recorded

179

(353)

Mayor's Court
Madrazpatnam

Tuesday the 5th Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
John Turing and George Taswell
Aldermen

Between Ramanoo Sangaven by his Attorney Apothecho De Cruz of Madras Inhabitant Covenantant and Camaga Pillah Ramanoo Pillah and Ramanoo Nagoo Pillah Ramanoo Pillah and Nagoo Pillah Ramanoo Pillah Village Inhabitant Defendants

The Defendants Camaga Pillah and Ramanoo Sangaven Pillah 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 Camaga Pillah and Ramanoo Sangaven Pillah shall pay unto the Complainant the full and just Sum of Thirty three Pagodas and Fourteen Fanams (Pag. 33 - 14 -) Together with Interest as usual or shall hereafter become Due thereon until full Payment be made also all Costs of this Suit

(35A)

Filed this 16th March 17[illegible]

To the Honble the Mayr Court at Madrasapatam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mordecai Gillo of Madrasapatam Inhabitant his Attorney at Law Joseph Smith of the same place Inhabitant Swaraclanda Aloo of the same place Inhabitant Humbly unto Your Orator in the Sum and Just Sum of Sixty Nine Current Money of Madras Making in Sterling Money Great Britain after the Rate of Eight Shillings for every Pagoda of Twenty Seven Pounds and Twelve Shillings as will and at large Appear by the Account Current and Copy thereof with the Power of Attorney hereunto Annexed for the Sum of this Honble Court, and which Your Orator prays may be repaid of this this Bill of Complaint the Original Bill Signed Power of Attorney being in Your Orator's Attorneys Custody to be produced for the Inspection of this Honble Court That Your Orator further Sheweth unto this Honble Court That frequently and in an Amicable Manner Try from the said Swaraclanda of the said Sum of Sixty Nine

But now so it is, May it Please this Honble Court the said Swaraclanda Obstinately and Willfully Refuse to Pay the Same or to Give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays Process of this Honble Court may Issue out of this Honble Court to Cause the said Swaraclanda to be Summoned and Attached by the Sheriff of Fort St George Town of Madrasapatam 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 as this Honble Court shall Seem Meet

To the End therefore that the said Swaraclanda May upon her Corporal Oath full true Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged to full Intent Effectually to all Intents and Purposes as if the same were here Again Repeated and Particularly Interrogated and that he may by Decree to pay unto Your Orator the aforesaid Sum of Sixty Nine Pagodas with all Such Interest As now is or shall Hereafter become Due thereon Also all Costs of this Suit

May it Please this Honble Court to Cause the said Swaraclanda to be Summoned And Required by the Sheriff of Fort St George Town of Madrasapatam 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 as this Honble Court shall Seem Meet

John Sykes
Lieutenant
Attorney for the Complt

To all People to whom these Presents shall Come
Greeting Whereas Swaccalanda of Madras Inhabitant Our
the Ballance of said Account Current bearing Date the Ninth day
of February in the Present Year of Our Lord One thousand Seven
Hundred and Seventy Eight Rising upon said Note of hand to the
Indebted unto Mootyah Pillah of the same place Inhabitant
in the Sum of Sixty Nine Pagodas Current Money of Madras as
in and by the said Account Current May Appear Now Know
Ye that the said Mootyah Pillah for a Valuable Consideration
to him in hand paid by Adolphus Smith of Madras Inhabitant
at or before the Sealing and Delivery of these Presents the Receipt
whereof he the said Mootyah Pillah doth hereby Acknowledge
and of and from the same and every Part thereof doth
hereby Release and Discharge the said Adolphus Smith his
Executors Administrators and Assigns and every of them
by these Presents Hath Assigned and Set Over unto the said Adol
phus Smith the said Account Current and the Sum thereupon now Due and Owing
Principal and Interest thereupon And all his Right Title
and Interest Claim and Demand whatsoever of in to and out of the same and every Part thereof And
the said Mootyah Pillah for the Consideration aforesaid hath
Made Constituted and Appointed And by these Presents Doth
Make Constitute and Appoint the said Adolphus Smith his
Executors and Administrators his true and Lawfull
Attorney and Attornies Irrevocable for him and in his name
and in the Name and Names of his Executors and Administra-
tors but for the Sole and proper Use and benefit of the said
Adolphus Smith his Executors Administrators and Assigns
to Ask Require Demand and Recover of the said Swaccalanda
his heirs Executors and Administrators the Money Due and to

To become due on the said Account Current And in case
thereof the the said Adolphus Smith his Heirs Executors or
Assigns do pay or cause to be paid unto the said Mordecai Pollack
Or Attorney under his Hand Executors and Administrators
Adolphus Smith or his Attorney or Attornies under her
Lawfully doing the Premises the said Mordecai Pollack
hereby Allow and Assume And the said Mordecai Pollack
Covenant with the the said Adolphus Smith that the the said
Pollack hath not Received nor will Receive the said
Debt And what May become due on the said Account
Any Part thereof Neither shall or will Release or Discharge
Same or any Part thereof but will Sue and Prosecute
Proceedings for the Recovery thereof the said Adolphus Smith
Saving the said Mordecai Pollack harmless and indemnified
Cost that may happen to Come thereby And the
the said Mordecai Pollack hath hereunto Set his hand
Seal this Sixteenth Day of January in the Year
in the Year of Our Lord One Thousand Seven hundred
Seventy Eight

Signed Sealed and Delivered
Whereas Stamps Appear to be had
on the Premises

Mayor's Court
Madraspatnam

Tuesday the 5th Day of May
Anno Domini 1778

Present

Jeremiah Call Esquire Mayor
John Turing —and— George Taswell
Aldermen

Between Mordecai Pollack
of Madras Inhabitant Broker
Attorney Adolphus Smith of the
same place Inhabitant Complain
and Swaccalanda Aleo
same place Inhabitant Defen
dant

Appearing by the Records of this Court that
the Usual Rules have passed for the Defendant to Answer the Complt
in and to 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 Sum and
Sum of Sixty Nine Pagodas of Rug. Off Together with
all such Interest as now is or shall hereafter become due thereon
until full Payment or Satisfaction all Cost of this Suit

183

(361)

Filed this 5th Decr 1772.

To the Honble The Mayor &
Court at Madraspatam

Humble Complaining Sheweth unto this
Honble Court Your Orator John Phillips Fabricius One of the
English Missionary at Vepery that Mothiah of Pauneykonne
Inhabitant stands Indebted unto Your Orator in the Sum and Last
Sum of Fifty Seven Pagodas Thirty four fanams and Fifty five Cash
Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the
Sum of Twenty Three Pounds and Two Shillings or thereabouts as
will more fully and at Large Appear by an Account Current and
also by Copy of the Translation of a Mortgage Bond Given and
Granted unto Your Orator by the said Mothiah and Thirty Twenty
Third Day of January which was in the Year of Our Lord One
Thousand Seven Hundred and Seventy Three whereunto Reference
for the Inspection of this Honble Court be had when and Your Orator
Prays the same may be Admitted as part of this his Bill of Complaint
and whereas Your Orator hath frequently and Even Amicable
Manner Requested Payment from the said Mothiah of the said
Sum of Fifty Seven Pagodas Thirty four fanams and Fifty five
Cash

But now so it is May it Please this Honble
Court the said Mothiah Obstinately and Contemptuously Refuse to pay the
Same or to Give Your Orator any Manner of Satisfaction Touching
the Premises Your Orator therefore prays a Genl all Relief such as
to this Honble Court shall Appear Agreeable to Equity and Good
Conscience To the End therefore that the said Mothiah May upon
his

the Corporal Oath as full Power Direct and the said Thomas Medlicott and Jurgutan the Mallaver and Thomas hereby Specially and Severally Jointly and Severally to Call Sue and Prosecute any of the same were hereby again Expressly and positively Charged and that they may be Decreed to pay unto the Plaintiff the Sum of Fifty Seven Pagodas Thirty four Fanams and Fifty five Cash with all Costs Interest and Damages from the Date of this Suit

Wherefore the Humble Complainant Prays that the Defendant Mattiah may be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Territories thereunto Belonging to Personal Appear before this Honble Court to Answer the Premises and further to Stand to and Abide by such Order and Decree therein as this Honble Court shall Deem Meet

Henry Dundas
Attorney for the Complainant

Dr. Mootiah in Account Current with John Phillips & Co.
Fabricius

1773 May	23	To the Amount Principal of your Mortgage Bond Dated this Day	50			1775 Sept.	23	By Interest Received thereon	12	
						May		Do	2	
1771 Nov.	28	To Pertizaul and Disbursements the 28th January 1773 Exclusive To this Day is Pa. 10.5.				1776 Feb.	11	By Do	14	
								By Ballance	57	34.55
		@ 9 P Ct Annum	21	34.55						
		Pagodas	71	34.55				Pagodas	71	34.55

Fort Saint George
28th November 1771

Errors Excepted Per Fabricius

Dated the 23d January 1773

Know all Men by these Presents that I Mootiah Dubash of Purrapaukum Cumpah Madelley Do Gentoo Do Mortgage Bound to the English Missionary John Phillips Do Fabricius at Vepary on an Urgent Occasion Have Mortgaged Bargained and Sold and by these Presents Do Mortgage Bargain and Sell unto the said John Phillips All that my House and Ground Situated at Purrapaukum Between the House of Viswanada Modelliar and Chelapah Modelliar and Have Borrowed and Received of him the Sum of Fifty Pagodas Current Money of Madras which Sum I promise to pay or cause to be paid unto the said John Phillips or his Order on or before the 30th Day of January Next with Such Interest as may become Due thereon after the Rate of 9 per Cent P Annum And default of Payment I promise for myself my Heirs Executors and Administrators to Pay unto the said John Phillips the aforesaid Principal and Interest that become Due thereon And do Give this by my Own and Witnesses Chattiah

(Collate. Sixteen and Sixty pagodas Sixteen by three Rundigs
by Counterpaidum

Witness
Chabaud
This Mark 2x of Rudiapeen

A Tamil Translation was made from the Original
Malabar Language by Cobanagaden Lawrence Interpreter

H2 Dalton
Attorney for the

Mayor Court at
Madraspatnam

Tuesday the 12th Day of May
Anno Dominum

Present

James Call Esquire Mayor
George Proctor and Edw. John Holl
Aldermen

Between Isaac Pinto
Fabricius Son of the Eighteen
many at Vepery Complainant
Merchants of Pennsylvania
and Defendant

The Defendant being now Called and
Acknowledging the Justness of the Complainants Demand
This Court doth therefore think fit the Order and Decree
doth accordingly Order and Decree that the Defendant shall
Pay unto the Complainant the full and Just Sum of Fifteen

Pagodas Thirty four Fanams and fifty five Cashes Pags 57.34.55
together with all Interest as now is or shall hereafter become due
thereon until full Payment be made also all Costs of this Suit

Mayr

Mon 23d March 1778

To The Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Vepery of Madras Inhabitant by his Attorney
Isaac de Deos of the same Place Inhabitant that Saravana Chitty Rare
Isaac de Deos of the same Place Inhabitant stands Indebted unto Your
Orator in the full and Just Sum of Eighty five Pagodas Twenty Four
Fanams and Forty Cashes Current Money of Madras Making and
Stating Money of Great Britain at the Rate of Eight Shillings
for Every Pagoda the Sum of Thirty four Pounds Four Shillings and two
Pence or thereabouts as will More fully and at Large Appear by an Account
Current and Copy of an Assignment with Power of Attorney hereunto
Annexed for the Inspection of this Honble Court and which Your
Orator Prays May be Admitted as part of this his Bill of Complaint
the Original Assignment with Power of Attorney being in Your Orators
Attorneys Custody and Ready to be Produced for the Inspection of this
Honble Court if Required And Your Orator further Sheweth unto this
Honble Court that he hath frequently Applied in an Amicable Manner
Requested Payment from the said Saravanah and Ramchistnah of the
said Sum of Eighty four Pagodas Twenty two Fanams and Forty Cashes
But now it is May it Please this Honble Court
the said Saravanah and Ramchistnah Obstinately and Wilfully
refuse to pay the same or to Give Your Orator any Manner of Satisfaction
Touching

Inwhereas the Plaintiff Upon Oath Before this Court Hath Exhibited his Bill of Complaint against the Defendant Setting forth that the Plaintiff and Defendant have had Dealings and Transactions together in the Way of Trade and Commerce and that the Defendant is Indebted to the Plaintiff in the Sum of Eighty Pagodas Current Money of Madras as by the Plaintiffs Account Current Exhibited with his Bill of Complaint Appears Which Sum the Defendant Refuses to Pay Although Often Thereunto Requested Wherefore the Plaintiff Prays Process of Attachment Against the Estate Effects and Credits of the Defendant in the Hands of Sundry Persons Inhabitants of Madras to Attach and Secure the Said Sum of Eighty Pagodas Current Money of Madras and Costs of Suit Which Process Hath been Issued Accordingly and Returned by the Sheriff That he Hath Attached Effects in the Hands of Sundry Persons to the Value of the Said Sum of Eighty Pagodas Current Money of Madras and Costs of Suit and Whereas the Plaintiff Hath Prayed that the Defendant may Appear and Answer the Premises and Abide the Order and Decree of this Court Thereupon and Whereas the Defendant Hath Appeared to the Said Bill of Complaint and Hath Put in his Answer Thereto and the Plaintiff Hath Replied to the Said Answer and Issue is Joined between the Parties Now it is Ordered Adjudged and Decreed that the Said Cause be Referred to the Master of this Court to Take an Account of what is Due to the Plaintiff for the Principal and Interest of the Said Sum of Eighty Pagodas Current Money of Madras and Costs of Suit and to Report the Same to this Court with his Opinion Thereupon and that the Defendant Do Pay to the Plaintiff what Shall Appear to be Due to him for Principal Interest and Costs on the Said Account Current Upon the Master's Report Thereof Unless Cause to the Contrary be Shewn to this Court on or before the Return of the Writ of Subpœna to be Issued Pursuant to the Prayer of the Plaintiffs Bill of Complaint

And it is Further Ordered that the Said Writ of Subpœna be Returnable Immediately and that in Default of the Defendant's Appearance Thereto Within Eight Days after Service Thereof Upon him the Plaintiff's Bill of Complaint be Taken Pro Confesso and Decreed Accordingly

Receipt whereof is hereby Acknowledged he the said Mayor of the
Assigned and Set over and by these Presents doth Assign and
unto the said Joao de Deos the said Account and the Money
Principal and Interest thereupon now due and Owing and to
become due thereon and all his Right and Interest of and in the
and Every part thereof and the said Mayor doth for the Consideration
aforesaid hath made Constituted and Appointed and by these
doth make Constitute and Appoint the said Joao De Deos
Executors and Administrators his true and Lawfull Attorney
Attorneys Irrevocable for him and in his name and on the Mayor
Names of his Executors and Administrators but for the sole and
Use and benefit of the said Joao de Deos his Executors Administrators
and Assigns to Ask Require Demand and Receive of the said
and Each of them his Heirs Executors and Administrators
Payment thereof He the said Joao de Deos his Heirs Executors
Administrators to Sue for and Recover the same and on Payment
thereof to Deliver up the said Account and Give sufficient Release
Discharges therefore and Further one or more Attorney or Attorneys
him to Constitute and substitute the said Joao De Deos his
Attorneys under him shall Lawfully do in the Premises by
Virtue of these presents hereby Allow and Ratify and the said Mayor
Covenants with the said Joao De Deos that He the said Mayor
and Receive more will Release the said Money due or to become due
said Account Interest or any part thereof Neither shall or will
or Discharge the same or any part thereof But will warrant and
all Lawfull Proceedings for the Recovery thereof He the said
De Deos Leaving the said Mayor Harmless of and from all
that may Happen to him thereby In Witness whereof the said

(369)

(187)

Mayor hath hereunto Set his Hand and Seal in Madras aforesaid this
Seventeenth Day of March in the Year of Our Lord One thousand Seven
Hundred and Twenty Eight

Signed Sealed and Delivered
in the Presence of

Sammaj

Mayors Court
Madraspatnam

Tuesday the 12th Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edwd John Holland
Aldermen

Between Thevagrahs of Madras
Inhabitant by his Attorney Joao De
Deos of the same Place Inhabitant
Complainant and Saravana Chund
Kankistnah Alias of the same Place
Inhabitant Defendant

It Appearing by the Records of this Court that
the usual Rules have issued for the Defendant Saravana 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 Saravana shall pay unto the
Complainant

Receipt whereof is hereby acknowledged

Interest to answers or shall thereon become Due thereunto

Payment be made also all Costs of this Suit

Plea

Filed this 9th June 1777

To the Honble the Mayor Court at Madraspatam

Humble Complaining Sheweth

Unto this Honble Court Your Orator Pichamah of Madras Dubash that Abraham Angel of Madras aforesaid Inhabitant Standeth Indebted unto Your Orator in the Sum of Four Hundred and Seventy Pagodas and Four Fanams Current Money of Madras making Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four Hundred and Six Pounds Eight Shillings and Two Pence as by the Books of Accounts fully and plainly Appear by an Account Current thereunto Annexed for the Inspection of this Hon.ble Court to which Your Orator most humbly Refers Prays that the same may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and in a Mild Manner Requested the Payment of the said Sum of Four Hundred and Seventy Pagodas and Four Fanams

But Now so it is and Combining it pretended that the said Abraham Angel Obstinately and Wilfully Refuseth and Neglects to Give Your Orator any manner of Satisfaction for the Premises Your Orator prays a General Rule of this Hon.ble Court that he may Appear Agreeable to Equity and Good Conscience

To the End therefore that the said Abraham Angel may upon his Corporal Oath fully True Direct and Perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully, truely, and Effectually to all Intents and Purposes Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and Seventy Pagodas and Four Fanams With all such Interest as now is or shall thereafter become Due thereon also all Costs of this Suit

May it Please this Hon.ble Court the Cause thereof said Abraham Angel to be Summoned and Appeared by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof Personally to be and Appear before this Hon.ble Court at a Certain time and Place to be by this Hon.ble Court Assigned and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide such Order and Decree thereon, as to this Hon.ble Court shall Seem Meet

Daniel Shaw
Attorney for this Complainant

(373)

Mr. Abraham Angel's Account Current

Pagodas 620.5.

Mayors Court at Madraspatnam

1787

Tuesday the 12th Day of May Anno Domini 1778

Present

James Call Esqr. Mayor

George Proctor and Edwd. John Holland

Aldermen

Between Abraham of Madras Merchant Complainant and Abraham Dubash Defendant

The Defendant having in Court Tendered the Complainants Demand This Court Settling the Quantum of the Complainants Demand Do Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Four Hundred and Seventeen Pagodas and four fanams Pagodas 417.4. together with all Costs and Charges Defrayed and to be Defrayed in Prosecuting this Suit and Execution of these Presents Full Payment to be made also all Costs of this Suit

Dft Cur.

Filed 27th March 1778

To the Honble the Mayors Court at Madraspatnam

The Humble Complaint of Abraham Angel of Madras Merchant Sheweth unto this Honble Court Your Orator Abraham Dubash of Fort Saint George Merchant and that your Orator Abraham Angel of Madras Merchant stands justly and truly

(37 A)

truly indebted unto Your Orator in the full and just Sum of
Thousand and One Hundred Pagodas twenty three fanams and
four Cash Current Money of Madras making in Sterling Money
Great Britain after the Rate of Eight Shillings per Pagoda
the Sum of four Hundred and forty Pounds four Shillings and
Seven Pence fully and at large Appear by the Bill and
Current thereunto Annexed for the inspection of this Hon'ble Court
and which Your Orator prays may be taken as part of
Your Orator's Bill of Complaint and Whereas Your Orator
hath frequently and instantly demanded the Monies Vizt the
from the said Abraham Angel of the said Sum of One Thousand
and One Hundred Pagodas Twenty three fanams and four
Cash

Pulmonsoibi and May it please Your
Hon'ble Court the said Abraham Angel to Stand and
Answer the premises and to Answer unto Your Orator Full
of Satisfaction touching the Premises Your Orator hereby
Against All Rules such as this Hon'ble Court shall Appoint
able to Equity and Good Conscience To the End that
the said Abraham Angel May upon his Corporal Oath full
direct and perfect Answer Make to all and Singular the
and things herein before Set forth and Alleged as fully to
Effectually to all Intents and purposes as if the same were
Again Repeated and Particularly Interrogated and that
his Direct Reply unto Your Orator the aforesaid Sum of
Thousand and One Hundred Pagodas Twenty three fanams
forty four Cash Together with all such Interest as aforesaid
since the become due thereon also all Costs of this Suit

May it please this Hon'ble Court the Commissioners
Abraham Angel to be Summoned and Required to
Fort Saint George Town of Madras aforesaid and the District

Personally to be and Appear before this Hon'ble Court at a certain time and
Place to be by this Hon'ble Court prescribed and Appointed to 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

Chas. Brownlow
Attorney for the Complainant

Pagoda

Rupees

Pagoda

Rupees

(376)

Mayors Court at Madrasapatnam } { Tuesday the 12th Day of June Anno Domini

Present

James Call Esquire Mayor
George Proctor and Edwd. John Hollo
Aldermen

Mayors Court

Between Humble Complainant
Jonathan Georges Merchant
and Abraham Angell
Merchant Defendant

The Defendant being
called in Court and not Appearing
nor Pleading the Particulars of the Complainants Demand
to him delivered Ordered that the Complainant
do Recover against the Defendant the Sum of
Two Thousand Two Hundred and Twenty
Three Pagodas and Forty five Cash Pago 2245
together with the Allowance Interest and Costs of Suit
to be Computed and Taxed by the Master

Filed 4th Dec 1711

To the Honble the Mayor
Court at Madrasapatnam

Humbly Complaining Shewn unto Your
Honble Court Your Orator Jonathan Georges of Madrasapatnam

Abraam Angell of the same Place Merchant Stands justly and truly
indebted unto Your Orator in the full and just Sum of Forty Six Star
Pagodas Current Money of Madras Making and Sterling Money of Great
Britain after the Rate of Eight Shillings for every Pagoda the Sum of
Eight Hundred Pounds and Eight Shillings being the Principal Amount of
a Promissary Note of Hand given from the said Abraam Angell to
Captain Robert Kennedy and by him endorsed over to Mr Franck and
by him endorsed over to Your Orator as will more fully and at large
Appear by the Copy of the said Note of Hand with the Endorsement
thereon hereunto Annexed for the inspection of this Honble Court and
which Your Orator prays May be Admitted as part of this Your
Orators Bill of Complaint AND Whereas Your Orator hath
frequently and in an Amicable Manner Required payment from
the said Abraam Angell of the said Sum of Forty Six Star Pagodas
Yet the said Abraam Angell Combining and Confederating
to Defraud Your Orator of the same hath not only refused to
Pay the same or to give Your Orator any Manner of Satisfaction
touching the Premises Your Orator therefore prays a Generall Relief
Suchas to this Honble Court shall Appear Agreeable to Equity and
Good Conscience To the End therefore that the said Abraam
Angell May appear in this Court to all Appearances Directed and perfect
Answer Make to all and Singular the Matters and things herein
before set forth and Alledged as fully Truely and Effectually to all
Intents and Purposes as if the same were here Again Repeated
and Particularly Interrogated and that he may be Decreed to
Pay unto Your Orator the aforesaid Sum of Forty Six Star Pagodas
with the Allowance Interest and Costs of Suit
thereon also all Costs of this Suit

May it Please this Honble Court the cause aforesaid Abraam
Angell to be Summoned and Appeared by the Sheriff of Fort Saint
George

George Town ss. Madraspatnam and the Districts thereof }
Edward Oppie before this Worthy Court at present sworn and
this Worthy Court proceed and Appointed time and thereby
Your Orator's Bill of Complaint and further to stand there
Such Order and Decree therein as to this Worthy Court shall
Meet

Sam.l Bourne
Attorney for the Complt.

I Promise to pay to Captain Isaac Kennedy the Sum of
Forty Six Star Pagodas Current Money of Madras which I
promise to discharge in One Month from the Date hereof
for Value Received this 24th July 1777

(Signed) Abram Sa

Endorsed

Please to pay the Contents to Mr. Franck
(Signed) Isc.c Kennedy

Please to Pay the Contents to Lingapah Dubash &
John Kennedy

(Signed) A. F. Franck

Mess.rs Coyz — Chas.s Bromley
Attys for the Compt.s

Mayor's Court at
Madraspatnam.

Tuesday the 12th Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edw.d John Holland
Aldermen

Between Lingapah of
Madras Dubash Complainant and
Abram Saqui Rose of the same place
Merchant Defendant

The Defendant being in Court and Acknow-
ledging the Justness of the Complainants Demand It is Con-
sidered Order and Decreed accordingly
And therefore think fit to Order and Decree that the Defendant shall pay unto the Complainant
Order and Decree that the Defendant shall pay unto the Complainant Pags. 46 - -
the full and just Sum of Forty Six Star Pagodas
together with the Usuch Interest as now is on the Same after become
Due thereon until full Payment be made to the Complainant all Costs of this Suit

Plus

Filed this 1st Dec.r 1777

To the Worshipful the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Worthy Court Your Orator Thomas Bourne of Madras Merchant
that

that Abraham Angell of the same place Merchant Indebted unto Your Orator in the full and just Sum of Thirteen pounds and Ninety three Pagodas Twenty four Fanams and four Cash Money of Madras Making one Sterling Money of Great Brittain at the Rate of Eight Shillings for every Pagoda the same Sum Hundred and Ninety seven Pounds Eight Shillings Sterling by his Bond or Obligation bearing Date the Principal of same Interest Bond or Obligation given and Granted unto Your Orator by the said Abraham Angell under his Hand Dated the Nineteenth Day of September in the Present Year of Our Lord One Thousand Seven Hundred and Seventy Seven Payable after the Expiration of Nine Months from the said Date

AND whereas Your Orator Shews that at the time the said Abraham Angell did Grant the said Bond unto Your Orator, Your Orator did think and believe that the said Abraham Angell was of Sufficient Credit and Substance to Answer and pay him the said Demand upon the said Bond But Your Orator Shews that since the Date thereof Your Orator has discovered that the said Abraham Angell is Run away and Lurks in Places unknown to Your Orator so that the said Creditors have proceeded Against him the said Abraham Angell in this Honble Court for the Recovery of their said Debts wherein the said Persons have Obtained and procured to issue Summons of this Honble Court but the said Abraham Angell having Absconded and Separated from his Lawful Habitation so that the said Summons could not be Served upon the said Abraham Angell and they were therefore Ordered by this Honble Court to be Served upon which Circumstances Your Orator Shews that the said persons on whose behalf the said Summons had issued having the Bills prepared for their

(381)

Warrants of Sequestration Against the said Abraham Angell's Effects and Your Orator shews that the said Warrants of Sequestration have been Issued and the Sheriff hath by Virtue thereof Seized Sundry Effects belonging to the said Abraham Angell but Your Orator Shews that Notwithstanding the said Abraham Angell hath not Appeared to Answer the said Several Demands of Debt made upon him by the said Persons

From which said Matters and the Insolvent State of the said Abraham Angell's Affairs Your Orator Shews that the Recovery of said Demand due upon the said Bond is rendered Very uncertain and Precarious And that it would be Very Prejudicial to Your Orator's Interest if Your Orator not Secured in his said Property as he humbly insists from the foregoing Premises but Ought to be that Your Orator should have immediate payment made to him of his said just Demand as the said Abraham Angell Must and was fully informed at the time of his Insolvent State of his Affairs at the time he executed the aforesaid Bond Your Orator therefore Dealing in the said Abraham Angell and Your Orator and Deceit Ought not to Suffer thereby

And Whereas Your Orator hath frequently and in an amicable Manner Requested that the said Abraham Angell would pay Your Orator the aforesaid Sum of Two Thousand four Hundred and Ninety three Pagodas Twenty four Fanams and four Cash or that he the said Abraham Angell Would give Your Orator Security to pay the same when the said Bond should become Due

But now so it is May it please this Honble Court that the said Abraham Angell Obstinately and Wilfully Refuses to pay the said Demand or to give Your Orator any Manner of Satisfaction Touching the same To the End Your Orator therefore prays a Genl Writ of Subpoena to this Honble Court to be Directed to the said Abraham Angell Commanding him at a Certain Day and under a Certain Penalty therein to be limited personally to be and Appear before this Honble Court and then and there to Answer the Premises and to Stand to and Abide such Order Decree and Direction therein as to this Honble Court shall Appear Agreeable to Equity and Good Conscience And to the End therefore that the said Abraham Angell may upon his Corporal Oath fully true

Mayor's Court at Madraspatnam

Tuesday the 12th Day of May Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edwd John Holland
Aldermen

Between Thomas Barrett of Madras Merchant Complainant and Abraham Angel of the same place Merchant Defendant

Upon reading this Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore Order and Decree that the Defendant shall pay unto the Complainant the full Sum of Two Thousand four Hundred and Ninety three and a half Sum of Two Thousand four Hundred and Ninety three Pagodas Twenty four fanams and four Cash (Pags 2493. 24. 4.) together with all Such Interest as now is or shall hereafter become Due thereon unto full Payment to be also all Costs of this Suit

Fiat

James Call

Mayor's Court

Fiat 12th May A.D. 1778

To the Worshipful the Mayor's Court Madraspatnam

Humbly Complaining Sheweth unto this Worshipful Court Your Orator Thomas Barrett of Madras Merchant that

Abram

(382)

true Just and perfect Account Made out and Signed by the said Abraham Angel the Defendant and Things herein before Set forth and Alledged are Fully Justly and Truly True all Matters and Things are Premises are Well known to the said Abraham Angel the Defendant by his own Confession and Particularly he Confesseth and Owns that there is Due and Owing unto your Orator the Sum of Two Thousand four Hundred and Ninety three Pagodas Twenty four fanams and four Cash together with such Interest as now is or shall become Due thereon unto your Worships Judgment to pay the same together with Interest thereupon and also all Costs of this Suit

May it Please this Worshipful Court to Cause the said Abraham Angel the Defendant to be Summoned and Enjoined by the Writt of Injunction of this Worshipful Court to Appear before this Worshipful Court and Plead Answer or Demur to your Orator Bill of Complaint or else that he may be Decreed to pay unto your Orator the aforesaid Sum of Two Thousand four Hundred and Ninety three Pagodas Twenty four fanams and four Cash together with such Interest as now is or shall become Due thereon unto your Worships Judgment to pay the same together with Interest thereupon and also all Costs of this Suit

And your Orator shall ever Pray &c

Henry Dickinson
Attorney for the Comp.

1st December 1777

This Bill was drawn since
Between the days of Assignment
1st Summons of this Court Vacation
Next Court Day

Abraam Angell of the same place Merchant stands Indebted unto Your Orator in the full and Just Sum of Two Hundred and Eighty Current Money of Madras making in Sterling Money Four Pounds Fifteen and Eight Shillings for money Lent and Advanced Paid and Expended by Your Orator to and for the use of the said Abraam Angell at his Request and Upon his Promise and Undertaking to Repay the same on Demand as by his Bond or Writing Obligatory to Your Orator bearing Date the Eighth day of August in the Present Year of Our Lord One Thousand Seven Hundred and Seventy Seven for the said Sum of Two Hundred and Eighty Pagodas with Interest Payable and Demandable Six Months from the Date thereof as by the said Bond or Writing Obligatory now in Your Orator's Custody and Ready to be produced for the Inspection of this Honble Court when Required and Your Orator further Shews unto this Honble Court that he hath frequently and Since and Repeatedly Demanded Payment of the said Sum of Two Hundred and Eighty Pagodas with Interest from the said Abraam Angell but the said Abraam Angell Obstinately and Wilfully Refuses to pay the same to Your Orator the aforesaid Sum of Two Hundred and Eighty Pagodas with Interest or any Part thereof to Your Orator's Great Damage and Prejudice for Remedy whereof and for that Your Orator Cannot have any Manner of Satisfaction for the said Debt from the said Abraam Angell Otherwise than by the Discovery of his Pretended Pretences and Combinations and by the Oath of the said Abraam Angell his Answer to the Premises Your Orator Hereto Annexing a General Interrogatory Pursuant to Your Orator's Instructions Praying a Subpoena may Issue Directed to the said Abraam Angell Commanding him at a Certain Time and under a Certain Penalty to be and Appear before this Honble Court and Answer the Premises and Stand to Perform and Abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

John Sykes
Attorney for the Complt.

18th Oct. 1777

This Bill was Shewn to me in the Days of Adjournment and the Complainant Swore to the Contents of the Damand and that he hath Reason to believe the Defendant Would Depart from the Jurisdiction of this Court before the Summons was to be Served and Returned Let a Summons Returnable Immediately and Warrant of Arrest Issue thereon

Andrew Majendie
Mayor

18th Oct. 1777

This is to Certify that the Complainant having Made Oath to the Contents of his Demand and that the Defendant has been within the Jurisdiction of this Court Since the Cause of Action Arose

Andrew Majendie
Mayor

Abraam Angell to be Summoned and Required by the Sheriff of Fort St. George Peons of Madras patam and the District Attorney 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

Buttonniere Mayor Observe this Rule

To the End therefore that the said Abraam Angell may upon his Corporal Oath (full Answer Direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Charged as fully and Effectually to all Intents and Purposes as if the same were Severally Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Eighty Pagodas with Interest or such other Relief in the Premises as to this Honble Court the Cause shall

Mayor Peons of the Honble Court the Complainant

Mayors Court at Madras paxtman } Tuesday the 12th Day of June Anno Domini

Present

James Call Esquire Mayor
George Proctor and Edm. Lobb Holle
Aldermen

Between Joseph Mathews of Madras Merchant Complainant and Abraham Angel of the same place Merchant Defendant

Lis Mens Call

The Defendant having in Court Entered his Appearance to the Complainants Bill of Complaint and having this day put in his Answer thereto and the Complainant having this day moved the Court that the Defendant may be Ordered and Decreed to pay unto the Complainant the Sum of Two Thousand Pagodas Principal and Interest together with all Costs of Suit as the same is or shall hereafter become Due and Payable and the Defendant having also moved the Court that the Complainant may be Ordered and Decreed to pay unto the Defendant all Costs by him Expended in defending this Suit

It is Ordered and Decreed that the Defendant do pay unto the Complainant the Sum of Two Thousand Pagodas Principal and Interest together with all Costs of Suit as the same is or shall hereafter become Due and Payable and that the Complainant do pay unto the Defendant all Costs by him Expended in defending this Suit

Filed the 1st Dec. 1771

To the Honble the Mayor Court at Madras paxtman

Humbly Complaining Sheweth unto this Honble Court Your Orators Joseph Mathews and Anthony Frederick Francis and Lobb Holle of Madras Merchants that Abraham Angel of the same place

Merchant Lyable and Obliged unto Your Orators in the Sum of Two Thousand Four Hundred and Seventy Seven Pagodas Forty Fanams and Forty Nine Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings per every Pagoda the Sum of Five Hundred and Thirty Pounds and Twenty Four Shillings or thereabouts, As will more fully and at large Appear by Copy of a Bond or Obligation Sued and Granted unto Your Orators by the said Abraham Angel Bearing Date the Twenty Sixth Day of May in the present Year of Our Lord One Thousand Seven Hundred and Seventy Seven as hereunto Annexed for the Inspection of this Honble Court which Your Orators pray the same may be Admitted as part of this their Bill of Complaint And Whereas Your Orators hath frequently and in a Friendly Manner Requested payment from the said Abraham Angel of the said Sum of Two Thousand Four Hundred and Seventy Seven Pagodas Forty Fanams and Forty Nine Cash

But now so it is May it Please this Honble Court the said Abraham Angel Obstinately and Contemptuously refuse to pay the same or to Grant Your Orators any Manner of Satisfaction Touching the same Your Orators therefore pray a Genl Relief and to that End and Purpose May it Please this Honble Court to Grant unto Your Orators the Writ of Subpœna to be directed to the said Abraham Angel Commanding him by the Name and Stile of Abraham Angel of Madras Merchant to be and Appear before this Honble Court the Cause aforesaid and to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Honble Court shall seem Meet and Your Orators shall ever Pray &c

Joseph Mathews
Anthony Frederick Francis
Lobb Holle

Let a Writ of Subpœna Issue as Prayed for

Mayor Call

Let a Writ of Subpœna Issue as Prayed for

Mayor Call

To the End the said Abraham Angel may appear to the Genl Oath of this Honble Court and Answer the Premises and Stand to and Abide such Order and Decree therein as to this Honble Court shall seem Meet and Your Orators shall ever Pray &c

Joseph Mathews
Anthony Frederick Francis
Lobb Holle

Let a Writ of Subpœna Issue as Prayed for

Mayor Call

Let a Writ of Subpœna Issue as Prayed for

Mayor Call

Let a Writ of Subpœna Issue as Prayed for

Mayor Call

Prepared by the Sheriff of Fort Saint George Summons of Madrasapatam
the Defendt thereof personally to be and Appear before this Hon.ble
at a certain time and place to be by this Hon.ble Court prefixed
Appointed there and there to Answer this Plea Debt & Damages
suit and further to stand to and abide by such Orders and Decree
as to this Hon.ble Court shall seem Meet

1. December 1771

Plea Bill was drawn to
Between the Days of Appearance
1st Summons Plea returned the Next
Court Day

Henry Du Pre
Attorney for the Complt

Known all Men by these Presents that We Abraham Angel are held and firmly Bound unto Anthony Fenwick Lesnick and John Willoughby in the Penal Sum of Four Thousand Pagodas Thirty Nine Fanams and Eight Cowries of Madras to the payment whereof we Bind Our Selves Our Heirs Executors Administrators or Assigns Jointly by these Presents In Witness whereof we have hereunto set our hands and Seals Dated in Fort Saint George this Twenty Sixth day of May in the Year of Our Lord One Thousand Seven hundred and Seventy Seven

Whereas the above bounden Abraham Angel has this day Executed unto the above named Anthony Fenwick Lesnick and John Willoughby his Bond for the Payment of Two Thousand Pagodas Thirty Nine Fanams and Eight Cowries of Madras on or before the Day of Payment whereof is Mentioned in the Condition thereof Now the Condition of this Obligation is such that if the above bounden Abraham Angel his heirs executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the above named Anthony Fenwick Lesnick and John Willoughby their heirs executors Administrators or Assigns the full and just Sum of One Thousand Five hundred and Seventy Seven Star Pagodas forty Fanams and forty Seven Cash 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
in the Presence of
Tho.s Barnett
Tom.s Barnello

Abraham Angel L.S

Abstract Copy
Henry Du Pre
Attorney for the Complt

Mayor's Court at Madraspatnam

Tuesday the 12th Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edw.d John Holland
Aldermen

Between Anthony Fenwick Lesnick and John Willoughby of Madras Merchants Complainants and Abraham Angel of the same place

Places Merchants &c

The Defendant Thomas Court and Others
the Lastings of the Complainants Demand This Court taken
Notice thereof & the Order and Decree made Thereupon
Doth Declare that the Defendant is Obliged to pay unto the Complainants
the said Sum of Four Thousand Seven Hundred and Seventy
Pagodas Forty Fanams and Forty Nine Cash Current Money
Together with all such Interest as may Grow due thereon
Due thereon until full Payment is made also all Costs of
Suit

Dd Cur

Filed the 6th Nov. 1777

To the Honble the
Court of Madras

Humble Complainants Thomas Court
Humble Court Your Orator Henry De Castro of Fort St George
that Thomas Angell of Madras Inhabitant Stands Indebted
Your Orator in the full and Just Sum of Four Hundred and
Pagodas Ninety three Fanams and Twenty Cash Current Money
Madras making in Sterling Money of Great Britain
Eight Shillings for every Pagoda the Sum of Four Hundred
and Seven Pounds Eleven Shillings and One Penny which
Owing unto the said Thomas Angell Bond or Writing
to Your Orator bearing Date the Seventh Day of May
Year of Our Lord One Thousand Seven Hundred and Seventy
for the said Sum of Four Hundred and Thirteen Pagodas

(391.)

Fanams and Twenty Cash with Interest at the rate of Twenty Cent per
Annum Payable Once Year from the Date thereof which Bond or
Writing Obligatory is in Your Orator's Custody and Ready to be produced
for the Inspection of this Honble Court when Required And Your Orator
further Shews that he hath frequently and
Thomas Angell of the said Sum of Four Hundred and Thirteen Pagodas Ninety
Three Fanams and Twenty Cash and Interest

But now so it is May it please this Honble Court
the said Thomas Angell 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 Special Writ of Subpoena to this Honble Court
to the End
shall Appear & Answer Upon Oath to Each and Every Article of this
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 Four Hundred
and Thirteen Pagodas Ninety three Fanams and Twenty Cash with the
all such Interest as now is or shall hereafter become due thereon
also all Costs of this Suit

May it please this Honble Court to Cause
the said Thomas Angell to be Summoned and Required by
the Sheriff of Fort Saint George Justice of Madras upon Issue and
their Districts thereof personally to be and Appear before this
Honble Court to a certain Time and Place to be by this Honble Court
Honble Court to a certain Time and Place to be by this Honble Court
Appointed and Appointed there to Answer this Your Orator's

Bill

pl[illegible] Merchants

To the Right Honble the Lords Commissioners for Trade & Plantations

Humbly Complaining Sheweth unto your Lordships Your Orator Moses Levy of the Island of Jamaica Merchant That Abram Angell late of Jamaica aforesaid Merchant was in his Lifetime and at the time of his Death Indebted unto Your Orator in the Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain for Goods Wares and Merchandizes Sold and Delivered by Your Orator to the said Abram Angell at his Request and for Money Lent and Advanced by Your Orator to the said Abram Angell at his Request and for Money Paid by Your Orator for the said Abram Angell at his Request and for Money had and Received by the said Abram Angell to the Use of Your Orator and being so Indebted he the said Abram Angell in his Lifetime and at the time of his Death Promised and Undertook to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain when he the said Abram Angell should be thereunto afterwards Requested by Your Orator

Your Orator further Shewing unto your Lordships That the said Abram Angell departed this Life on or about the Month of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Intestate and Administration of all and Singular the Goods Chattels and Credits of the said Abram Angell was granted by the Prerogative Court of Jamaica to Rebecca Angell Widow of the said Abram Angell and Relict of Moses Levy late of Jamaica aforesaid Deceased

Your Orator further Shewing unto your Lordships That the said Rebecca Angell hath Possessed herself of all and Singular the Goods Chattels and Credits of the said Abram Angell and hath Refused and Neglected and still Refuses and Neglects to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain or any Part thereof although Your Orator hath frequently Demanded the same of her

To the End therefore that the said Rebecca Angell may upon her Corporal Oath full true Direct and Perfect Answer make to all and Singular the Premises and that Your Orator may be Relieved in the Premises According to Equity and Good Conscience

May it please your Lordships to Grant unto Your Orator His Majesty's Most Gracious Writ of Subpoena to be Directed to the said Rebecca Angell Commanding her at a certain Day and under a certain Pain therein to be limited personally to be and Appear before your Lordships in this Honble Court and then and there to Answer the Premises and to Stand to and Abide such Order and Decree therein as to your Lordships shall seem meet and your Orator shall ever Pray &c

Moses Levy

Filed the 2d June 1777

(391)

To the Honble the Lords Commissioners for Trade & Plantations

Humbly Complaining Sheweth unto your Lordships Your Orator Moses De Castro of Port Royal in the Island of Jamaica Merchant That Abram Angell late of Jamaica aforesaid Merchant was in his Lifetime and at the time of his Death Indebted unto Your Orator in the Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain for Goods Wares and Merchandizes Sold and Delivered by Your Orator to the said Abram Angell at his Request and for Money Lent and Advanced by Your Orator to the said Abram Angell at his Request and for Money Paid by Your Orator for the said Abram Angell at his Request and for Money had and Received by the said Abram Angell to the Use of Your Orator and being so Indebted he the said Abram Angell in his Lifetime and at the time of his Death Promised and Undertook to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain when he the said Abram Angell should be thereunto afterwards Requested by Your Orator

Your Orator further Shewing unto your Lordships That the said Abram Angell departed this Life on or about the Month of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Intestate and Administration of all and Singular the Goods Chattels and Credits of the said Abram Angell was granted by the Prerogative Court of Jamaica to Rebecca Angell Widow of the said Abram Angell and Relict of Moses Levy late of Jamaica aforesaid Deceased

Your Orator further Shewing unto your Lordships That the said Rebecca Angell hath Possessed herself of all and Singular the Goods Chattels and Credits of the said Abram Angell and hath Refused and Neglected and still Refuses and Neglects to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain or any Part thereof although Your Orator hath frequently Demanded the same of her

To the End therefore that the said Rebecca Angell may upon her Corporal Oath full true Direct and Perfect Answer make to all and Singular the Premises and that Your Orator may be Relieved in the Premises According to Equity and Good Conscience

May it please your Lordships to Grant unto Your Orator His Majesty's Most Gracious Writ of Subpoena to be Directed to the said Rebecca Angell Commanding her at a certain Day and under a certain Pain therein to be limited personally to be and Appear before your Lordships in this Honble Court and then and there to Answer the Premises and to Stand to and Abide such Order and Decree therein as to your Lordships shall seem meet and your Orator shall ever Pray &c

Moses De Castro

Filed the 2d June 1777

(392)

To the Right Honble the Lords Commissioners for Trade & Plantations

Humbly Complaining Sheweth unto your Lordships Your Orator Moses De Castro of Port Royal in the Island of Jamaica Merchant That Abram Angell late of Jamaica aforesaid Merchant was in his Lifetime and at the time of his Death Indebted unto Your Orator in the Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain for Goods Wares and Merchandizes Sold and Delivered by Your Orator to the said Abram Angell at his Request and for Money Lent and Advanced by Your Orator to the said Abram Angell at his Request and for Money Paid by Your Orator for the said Abram Angell at his Request and for Money had and Received by the said Abram Angell to the Use of Your Orator and being so Indebted he the said Abram Angell in his Lifetime and at the time of his Death Promised and Undertook to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain when he the said Abram Angell should be thereunto afterwards Requested by Your Orator

Your Orator further Shewing unto your Lordships That the said Abram Angell departed this Life on or about the Month of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Intestate and Administration of all and Singular the Goods Chattels and Credits of the said Abram Angell was granted by the Prerogative Court of Jamaica to Rebecca Angell Widow of the said Abram Angell and Relict of Moses Levy late of Jamaica aforesaid Deceased

Your Orator further Shewing unto your Lordships That the said Rebecca Angell hath Possessed herself of all and Singular the Goods Chattels and Credits of the said Abram Angell and hath Refused and Neglected and still Refuses and Neglects to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain or any Part thereof although Your Orator hath frequently and lately Demanded the same of her

To the End therefore that the said Rebecca Angell may upon her Corporal Oath full true Direct and Perfect Answer make to all and Singular the Premises and that Your Orator may be Relieved in the Premises According to Equity and Good Conscience

May it please your Lordships to Grant unto Your Orator His Majesty's Most Gracious Writ of Subpoena to be Directed to the said Rebecca Angell Commanding her at a certain Day and under a certain Pain therein to be limited personally to be and Appear before your Lordships in this Honble Court and then and there to Answer the Premises and to Stand to and Abide such Order and Decree therein as to your Lordships shall seem meet and your Orator shall ever Pray &c

Moses De Castro

Filed the 2d June 1777

(393)

To the Right Honble the Lords Commissioners for Trade & Plantations

Humbly Complaining Sheweth unto your Lordships Your Orator Moses De Castro of Port Royal in the Island of Jamaica Merchant That Abram Angell late of Jamaica aforesaid Merchant was in his Lifetime and at the time of his Death Indebted unto Your Orator in the Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain for Goods Wares and Merchandizes Sold and Delivered by Your Orator to the said Abram Angell at his Request and for Money Lent and Advanced by Your Orator to the said Abram Angell at his Request and for Money Paid by Your Orator for the said Abram Angell at his Request and for Money had and Received by the said Abram Angell to the Use of Your Orator and being so Indebted he the said Abram Angell in his Lifetime and at the time of his Death Promised and Undertook to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain when he the said Abram Angell should be thereunto afterwards Requested by Your Orator

Your Orator further Shewing unto your Lordships That the said Abram Angell departed this Life on or about the Month of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Intestate and Administration of all and Singular the Goods Chattels and Credits of the said Abram Angell was granted by the Prerogative Court of Jamaica to Rebecca Angell Widow of the said Abram Angell and Relict of Moses Levy late of Jamaica aforesaid Deceased

Your Orator further Shewing unto your Lordships That the said Rebecca Angell hath Possessed herself of all and Singular the Goods Chattels and Credits of the said Abram Angell and hath Refused and Neglected and still Refuses and Neglects to Pay unto Your Orator the said Sum of Two Hundred and Thirty Pounds Sterling Money of Great Britain or any Part thereof although Your Orator hath frequently and lately Demanded the same of her

To the End therefore that the said Rebecca Angell may upon her Corporal Oath full true Direct and Perfect Answer make to all and Singular the Premises and that Your Orator may be Relieved in the Premises According to Equity and Good Conscience

May it please your Lordships to Grant unto Your Orator His Majesty's Most Gracious Writ of Subpoena to be Directed to the said Rebecca Angell Commanding her at a certain Day and under a certain Pain therein to be limited personally to be and Appear before your Lordships in this Honble Court and then and there to Answer the Premises and to Stand to and Abide such Order and Decree therein as to your Lordships shall seem meet and your Orator shall ever Pray &c

Moses De Castro

Filed the 2d June 1777

(394)

Jamaica ss. Twenty Casks were the Subject at this Action of Trover & Court of Common Pleas held in and for the Body of the said Island at Spanish Town within and for the County of Middlesex on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court

Between Moses De Castro Plaintiff and Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

Be it remembered that on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court came the said Moses De Castro by Thomas Hibbert his Attorney and Complained against the said Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

And thereupon the said Moses De Castro by his said Attorney Complains that whereas the said Rebecca Angell Widow Defendant on the Fourth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven at Port Royal in the Parish of Saint Andrew in the County of Middlesex aforesaid found Twenty Casks of the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain of the Goods and Chattels of the said Moses De Castro then and there being found and the same Twenty Casks of the Value aforesaid then and there Converted and Disposed of to her own Use and Benefit and the said Moses De Castro Saith that he hath been and is Damnified and hath Sustained Damages to the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain and therefore he brings his Suit &c

Thomas Hibbert Attorney for Plaintiff

(395)

Jamaica ss. Twenty Casks were the Subject at this Action of Trover & Court of Common Pleas held in and for the Body of the said Island at Spanish Town within and for the County of Middlesex on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court

Between Moses De Castro Plaintiff and Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

Be it remembered that on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court came the said Moses De Castro by Thomas Hibbert his Attorney and Complained against the said Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

And thereupon the said Moses De Castro by his said Attorney Complains that whereas the said Rebecca Angell Widow Defendant on the Fourth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven at Port Royal in the Parish of Saint Andrew in the County of Middlesex aforesaid found Twenty Casks of the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain of the Goods and Chattels of the said Moses De Castro then and there being found and the same Twenty Casks of the Value aforesaid then and there Converted and Disposed of to her own Use and Benefit and the said Moses De Castro Saith that he hath been and is Damnified and hath Sustained Damages to the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain and therefore he brings his Suit &c

Thomas Hibbert Attorney for Plaintiff

(396)

Jamaica ss. Twenty Casks were the Subject at this Action of Trover & Court of Common Pleas held in and for the Body of the said Island at Spanish Town within and for the County of Middlesex on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court

Between Moses De Castro Plaintiff and Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

Be it remembered that on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court came the said Moses De Castro by Thomas Hibbert his Attorney and Complained against the said Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

And thereupon the said Moses De Castro by his said Attorney Complains that whereas the said Rebecca Angell Widow Defendant on the Fourth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven at Port Royal in the Parish of Saint Andrew in the County of Middlesex aforesaid found Twenty Casks of the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain of the Goods and Chattels of the said Moses De Castro then and there being found and the same Twenty Casks of the Value aforesaid then and there Converted and Disposed of to her own Use and Benefit and the said Moses De Castro Saith that he hath been and is Damnified and hath Sustained Damages to the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain and therefore he brings his Suit &c

Thomas Hibbert Attorney for Plaintiff

(397)

Jamaica ss. Twenty Casks were the Subject at this Action of Trover & Court of Common Pleas held in and for the Body of the said Island at Spanish Town within and for the County of Middlesex on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court

Between Moses De Castro Plaintiff and Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

Be it remembered that on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court came the said Moses De Castro by Thomas Hibbert his Attorney and Complained against the said Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

And thereupon the said Moses De Castro by his said Attorney Complains that whereas the said Rebecca Angell Widow Defendant on the Fourth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven at Port Royal in the Parish of Saint Andrew in the County of Middlesex aforesaid found Twenty Casks of the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain of the Goods and Chattels of the said Moses De Castro then and there being found and the same Twenty Casks of the Value aforesaid then and there Converted and Disposed of to her own Use and Benefit and the said Moses De Castro Saith that he hath been and is Damnified and hath Sustained Damages to the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain and therefore he brings his Suit &c

Thomas Hibbert Attorney for Plaintiff

(398)

Jamaica ss. Twenty Casks were the Subject at this Action of Trover & Court of Common Pleas held in and for the Body of the said Island at Spanish Town within and for the County of Middlesex on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court

Between Moses De Castro Plaintiff and Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

Be it remembered that on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court came the said Moses De Castro by Thomas Hibbert his Attorney and Complained against the said Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

And thereupon the said Moses De Castro by his said Attorney Complains that whereas the said Rebecca Angell Widow Defendant on the Fourth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven at Port Royal in the Parish of Saint Andrew in the County of Middlesex aforesaid found Twenty Casks of the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain of the Goods and Chattels of the said Moses De Castro then and there being found and the same Twenty Casks of the Value aforesaid then and there Converted and Disposed of to her own Use and Benefit and the said Moses De Castro Saith that he hath been and is Damnified and hath Sustained Damages to the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain and therefore he brings his Suit &c

Thomas Hibbert Attorney for Plaintiff

(399)

Jamaica ss. Twenty Casks were the Subject at this Action of Trover & Court of Common Pleas held in and for the Body of the said Island at Spanish Town within and for the County of Middlesex on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court

Between Moses De Castro Plaintiff and Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

Be it remembered that on the Fourth Tuesday in the Month of November in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven before the Honble Peter Martin Esqr Chief Justice and his Associate Justices of the said Court came the said Moses De Castro by Thomas Hibbert his Attorney and Complained against the said Rebecca Angell Widow Defendant in a Plea of Trover & Conversion

And thereupon the said Moses De Castro by his said Attorney Complains that whereas the said Rebecca Angell Widow Defendant on the Fourth Day of March in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven at Port Royal in the Parish of Saint Andrew in the County of Middlesex aforesaid found Twenty Casks of the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain of the Goods and Chattels of the said Moses De Castro then and there being found and the same Twenty Casks of the Value aforesaid then and there Converted and Disposed of to her own Use and Benefit and the said Moses De Castro Saith that he hath been and is Damnified and hath Sustained Damages to the Value of Two Hundred and Thirty Pounds Sterling Money of Great Britain and therefore he brings his Suit &c

Thomas Hibbert Attorney for Plaintiff

Bill of Complaint and Subpoena to Stand Abided by and Costs
Decreed thereon and the Hon'ble Court shall Assess Same

2d November 1771

The Bill was shewn to Court on the Day
of Adjournment & the Summons issue
returnable the Next Court Day

Sandoron Majendie
Mayor

1st December 1771

There is to Certify that the Complainant
having made Oath to the Contents of this Demand
and that the Defendant therein within the
Jurisdiction of this Court & since the Cause of Action Arose

Mayor's Court at Madraspatnam } Tuesday the 12th Dec.r 1771 Anno Domini

Present

James Call Esquire Mayor
George Proctor } Edmd Saltonstall
Aldermen

Benmen Mayor's Clerk
for Plaintiff George Stanhope Agent
and for Thomas Hyde Agent
Substituted Defendant

The Defendant being in Court and Acknowledges

the Justness of the Complainants Demand, this Court do therefore
Confirm & set the Order and Decree and do Accordingly Order and
Decree that the Defendant shall pay unto the Complainant the full
and Just Sum of Two Hundred and Nineteen Pagodas Thirty three
Fanams and Twenty Cash Pags. 219.33.20 together with all
Such Interest as necessary or shall Hereafter become Due thereon until the
full Payment be made also all Costs of this Suit

By Court

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Pragapatchetty of Madras Merchant That Thomas
Angell of the same Place Merchant Stands Indebted unto Your
Orator in the full and Just Sum of Two Hundred and Twenty two
Pagodas Current Money of Madras making in Sterling Money of
Great Britain at the Rate of Eight Shillings for every Pagoda
the Sum of One Hundred and Eight Pounds and Sixteen Shillings
Having on his Thereof Angell Bond or writing Obligatory
to Your Orator bearing date the Thirteenth Day of August in the
Present Year of Our Lord One Thousand Seven Hundred and Seventy
Seven for the said Sum of Two Hundred and Twenty two Pagodas with
Interest Payable on Demand which said Bond or Writing Obligatory
is in Your Orators Custody and Ready to be Produced for the Inspection
of this Honble Court whose Assistance and Your Orator further
Shews unto this Honble Court that he hath frequently Applied &
Am

Mayors Court
Madrespatnam

Tuesday the 12th Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edwd. John Holland
Aldermen

Between Jaggapah
Chetty of Madras Merchant
Complainant and Abraham
Angell of the same Place
Merchant Defendant

The Defendant having been Call'd and Solemnly
Called to hear the Petition of the Complainant & Demand this Court
doth Accordingly
Order and Decree that the Defendant shall pay unto the Complt
the full and Just Sum of Two Hundred and Seventy two
Pagodas ₹ Pag. 272 - Together with all such Interest
as accrueth shall hereafter become Due thereon until full
Payment be made also all Costs of this Suit

Jas Call

(395)

on Behalf of the Complainant Praying Payment from the Defendant of the
Sum of Two Hundred and Seventy two Pagodas

But now Doth Samuel Pleas the Attorney of the said Abraham Angell Voluntarily and willfully Refuse to put
in his Answer to the Complaint or in any manner of Satisfaction touching the
Premises Whereupon Praying a Writ of Subpœna to be Issued out of this Court
to Compel the said Abraham Angell personally and Appear before
this Court to Answer the Premises and to Abide such Order and Decree
therein as to this Court shall seem Meet

Upon Reading the Petition of the said Jaggapah Exhibited in this Court
on the 5th Day of October 1777 Praying that a Writ of Subpœna may Issue
out of this Court directed to the said Abraham Angell Commanding him
personally to be and Appear before this Court on the First Court Day
after the Service thereof to Answer the Premises and to Abide such Order
and Decree therein as this Court shall think fit to Make And it appearing
to this Court by the Affidavit of Andrew Maxander Gent. Sheriff of Fort St George
and Madraspatnam aforesaid that the said Abraham Angell is not to be found
within the Limits of the Jurisdiction of this Court but that he is gone to
Europe It is therefore Ordered that the said Abraham Angell do Appear
before this Court on the First Court Day after the Expiration of Six Months
from the Date hereof to Answer the Premises and to Abide such Order and
Decree therein as this Court shall think fit to Make And it is further
Ordered that a Copy of this Order be Affixed on the Court House Door
for the Space of Six Months from the Date hereof

By Order of Court
Jno Hollond
Mayor

Fort St George
Madraspatnam
6th October 1777

I have Affixed a Copy of the
Order of Appearance &c.
Summons thereon to the
Court House Door

Andrew Maxander
Sheriff

Filed the 20th Oct. 1777

To the Hon^ble the Mayor Court at Madraspatnam

Humbly Complaining

Sheweth unto this Hon^ble Court Your Orator Thomas Rodgers of Madras Merchant that Abraam Angell of the same place Merchant stands indebted unto Your Orator in the full and just Sum of One Hundred and Thirty two Pagodas and Thirty five Fanams Current Money of Madras Making in Sterling Money of Great Britain the Value of Eight Shillings forming Pagoda the Sum of Fifty three Pounds and three Shillings as Appeareth by the said Abraam Angells Bond or Writing Obligatory to Your Orator Dated the Twenty Sixth Day of July in the Year of Our Lord One Thousand Seven Hundred and Seventy four for the Sum of One Hundred and Thirty two Pagodas and Thirty five Fanams with the Interest Pagoda thereon Two Months from the Date thereof Which said Bond or Writing Obligatory is in Your Orator's Custody and Ready to be produced for the Inspection of this Court when Required And Your Orator further Sheweth that this Hon^ble Court That he hath frequently and instantly Demanded Payment from the said Abraam Angell of the said Sum of One Hundred and Thirty two Pagodas and Thirty five Fanams

But now so it is [illegible] the said Abraam Angell to Shew this Hon^ble Court the said Abraam Angell Obstinately and Unjustly Refuses to Pay the same or to Secure Your Orator any manner of Satisfaction

Satisfaction touching the Premises Your Orator therefore Prays a Writ of Relief in the Premises to this Hon^ble Court shall Appear Agreeable to Equity and Your Orator as in Duty bound will ever Pray

To the End therefore that the said Abraam Angell may upon this Copy of Bill Duly Served upon him Personally or left at his Usual Place of Abode Come into this Hon^ble Court and Answer the Premises and Abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

12th Oct. 1777

This Bill was Shewn to me the Day of Subscribed and Sworn to before me

Let a Summons issue returnable Next Court Day

Andrew Maindie Mayor

You are Hereby Commanded to Summon the above Named Abraam Angell to be and Appear before the Mayor and Court of Judicature of Madraspatnam and the Districts thereof Personally to be and Appear before this Hon^ble Court at a Certain Time and Place to be by this Hon^ble Court Prefixed and Appointed Then and There to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet

John Lyke
Attorney for the Complainant

(392)

Mayors Court at Madraspatnam } Tuesday the 12th Day of June Anno Domini 1781

Present

James Call Esqre Mayor
George Proctor and Edm. Johnston
Aldermen

Mayors Court

Between Thomas of Madras Merchant Complt and Abram Angelli of the same Place Merchant Defendt

The Defendant being in Court Ordered to give the Costs of the Complaint and Demurr this Court doth therefore think fit to Order and Decree and doth hereby Order and Decree that the Defendant shall pay unto the Complt the Sum of One Hundred and Eighty Pagodas and thirty four Fanams (Pags. 180.34.) with a Month Interest as money shall become due thereon until full Payment is made to all Costs of this Suit

L S Call

(393)

Filed the 27th Oct. 1781

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Candapah and Narrain Chittee of Madras Merchants that Abram Angelli of the same Place Merchant Stands Indebted unto Your Orator in the Sum of Two Hundred and Eighty Seven Pagodas Current Just Sum of Two Hundred and Eighty 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 hundred and Fourteen Pounds and Sixteen Shillings Sterling on his the said Abram Angelli's Bond or Writing Obligatory to Your Orator bearing Date the Fourteenth Day of August in the Year of Our Lord One Thousand Seven hundred and Seventy Seven for the said Sum of Two hundred and Eighty Seven Pagodas payable Three Months after the Date thereof which Sum of Two hundred and Eighty Seven Pagodas with Interest for the same from the Date thereof he the said Abram Angelli hath refused and Still doth refuse to pay unto Your Orator Contrary to Equity and Good Conscience and to the Manifest Injury of Your Orator in the Premises and for that the said Bond or writing Obligatory is now in the Custody or Power of Your Orator ready to be produced for the Inspection of this Honble Court when required and Your Orator further Sheweth unto this Honble Court that they have frequently and in a Reasonable Manner Requested Payment from the said Abram Angelli of the said Sum of Two Hundred and Eighty Seven Pagodas and Interest for the same but he the said Abram Angelli to Combine and Confederate with divers Persons to your Orator unknown hath hitherto Obstinately and unjustly Refused to pay the same or to give Your Orator any Answer or Satisfaction touching the Premises Your Orator therefore prays a Genral Relief may be decreed to this Honble Court shall Appear Agreeable to Equity and

and Costs Comm[enc]ed To the End therefore that the said Defend[an]t
May upon the Coppies of Bills full Answer and pay[men]t thereof
to be had and taken Notice of may plead Answer or Demur to the
Bill and do all Such other Matters and things touching the Premises
as he shall be Advised and Effectually to Compleat and perfect
his Answer to the same as fully and Absolutely as if he had
put in a Full Answer and Demurred to the Bill and Such Answer
to be Deemed to Stand for a Plea Answer or Demurrer
Sum of Two Hundred and Eighty Seven Pagodas with all
Interest Cumm[on] Costs of this Suit

Mayor's Court at Madrasapatnam

Present James Call Esquire Mayor
George Proctor and Edw[d] John Holland
Aldermen

Between Candapah and Nonnaroo Chitty of Madras Merchants
Complainants and Abraham Angelo of the Same Place Merchant
Defendant

The Defendant having in Court Acknowledg-
ing 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 Complainants
the full and Just Sum of Two Hundred and Eighty Seven Pagodas
Pag[s] 287 - - Together with all Such Interest Cumm[on] Costs
shall hereafter become Due thereon until full Payment be made
of all the Costs of this Suit

Pd Clerk

28th Oct[r] 771

Then Delivered unto the Defendant a Copy
of the within Order and Decree

Edward Westcott Court Day

Andrew Majendie
Sub Major

28th Oct[r] 771

Then I do Certify that the Compl[t] Nonnaroo Chitty
having made Oath to the Justness of his and the Compl[t] Candapah Chitty
of this Court Demand that the Defendant has been Served with Process
of this Court Issued in the Cause of Action Above

Andrew Majendie
Sub Major

Filed this 16th Oct. 1777

To the Honble the Court at Madrass

Humble Complaining Sheweth

That Humble Your Orator Alexander Callbeck of Madrass Gent that Abraham Auget of the same place Merchant Jointly Indebted to Your Orator in the Sum of Eight Hundred and Thirty three Pagodas and Thirty four Fanams Current Coin of Madrass Making and Reckoning Money of Great Britain at Three Pagodas Eight Shillings for every Pagoda the Sum of Two Hundred and Fifty three Pounds four Shillings and Eleven Pence as Your Orator can well Manifestly Prove by an Account thereof Annexed for the Inspection of This Honble Court to which Your Orator most Humbly Refers and prays the same may be taken as part of This Your Orator's Bill of Complaint and Your Orator further Shews that the said Abraham Auget hath not as yet Paid the Said Sum of Eight Hundred and Thirty three Pagodas and Thirty four Fanams or any part thereof to Your Orator although Payment thereof has been often Requested By Reason whereof and for that the said Abraham Auget is Gone or Intends to go out of the Limits of the Jurisdiction of This Honble Court Your Orator is Remediless Save in This Honble Court and Humbly Hopes that the said Abraham Auget will Fully and Truly Answer the Premises and Shew what he knows concerning the same to Your Orator's Damage and Loss and that he may Upon his Corporal Oath Discover whether he has not Effects in the Hands of Some Person or Persons for him or to his Use and that he may Come to a Fair and Just Account with Your Orator for the Premises and Pay the Ballance that shall appear Justly Due to Your Orator and that Your Orator may have such Further and other Relief in the Premises as to This Honble Court shall Appear Agreeable to Equity and Good Conscience And to the End that the said Abraham Auget may upon his Corporal Oath as aforesaid 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 that he may be Decreed to pay unto Your Orator the aforesaid Sum of Two Hundred and Thirty three Pagodas and Thirty four Fanams together with all Such Interest as now is or shall hereafter become Due thereon and also all Costs of this Suit

May it please this Honble Court to Cause the said Abraham Auget to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrapatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed there and then 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

A. Cockburn
Attorney for the Complainant

10th Oct. 1777

This Bill was shewn to me between the Days of Appearance Not a Summons for Same Term Next Court Day

Andrew Majendie
Mayor

31st Oct. 1777

This is to Certify that the Sheriff having made Oath to the Justness of this Demand and that the Defendant has been within the Jurisdiction of this Court Since the Cause of Action Arose

Abraham Angell

1777
June 30 To 2 Pipes of Madeira Wine @ 55 Pags 110.
Sept. 2 D. D. for
1/2 Chest Loaf Sugar Bottles Nails & Paper 30.
10 Sheets D. @ 32 Pags 20.
300.
July 10 Cash Sent home 300.
October 25 To Interest on the above sums to this day @ 12 p Cent
p Assurance
on Pags 316 for 6 mos 10. 16. 00.
300. 2 1/2 1. 19. 00.
Pagodas 630.

Fort St George
6th October 1777 E. E. & Excepted

Mayor's Court at Madraspatanam
Tuesday the 12th Day of Augt Anno Domini 1777

Present

James Call Esqre Mayor
George Proctor and Edwd Saltwell Esqrs
Aldermen

Between Abraham Angell Merchant of Madraspatanam Complainant and Abraham Angell of the same Place Merchant Defendant

The Defendant Appears in Court

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Six Hundred and Thirty three Pagodas and Thirty four fanams & Pags. 633.34. Together with all such Interest as now is or shall hereafter become Due thereon until full Payment be made after the Rate of this Suit

By the Court

Exd this 1st Dec 1777

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Shewn unto this Honble Court Your Orator Nicapatty of Madras Dubash to that Abram Angell of the same Place Merchant Stands justly and truly indebted unto Your Orator the full and just Sum of Twenty Pagodas and Twenty Fanams Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings being the Principal Amount of Promissory Note under the Hand of the said Abram Angell a Copy whereof is hereunto Annexed for the inspection of this Honble Court and Your Orator prays that may

may be Attended as per of this Hon.ble Court Bill of Complaint
Whereas Hon.ble Court hath Sequestrated and Inhibited
Sequestrated payment from the said Abram. Angell of the
Sum of Six Pagodas and Twenty Fanams

But now Oath is made in Open Court this Day by
Court aforesaid. Abram. Angell Obstinately and wilfully refuse
Pay the same to Your Hon.ble Court any Manner of Satisfaction
touching the Premises Hon.ble Court therefore prays a Speedy
Relief as shall to this Hon.ble Court shall Appear Agreeable to
Equity and Good Conscience To the End Therefore that the
Abram. Angell may appear this Court & Answer the Premises
and Interrogatories as Hon.ble Court shall direct & Order
Effectually to all Intents and purposes as if the same
Abram. Angell Sequestrated and prohibited as aforesaid
Payment Debts Owing & Accounts Hon.ble Court
of Six Pagodas and Twenty Fanams in Hollands
Interrogatories as shall thereafter be Framed
Order of this Court

May it please this Hon.ble Court
aforesaid Abram. Angell to be Summoned and Appear
Sheriff of Fort St. George Town of Madraspatnam and the
District thereof Personally to Stand & Appear before this Hon.ble
Court to Such Interrogatories as shall be duly Exhibited
Prosecuted and Appointed thereunto & Answer the Hon.ble
Dubois Bill of Complaint and further to Stand to and Abide
by such Order and Decree therein as to this Hon.ble Court

(407)

Shall Seem Meet

Cha.s Bromley
Attorney for the Compl.t

I Promise to pay to Nicapah of Madras Dubois the Sum of Ninety
Six Star Pagodas and Twenty Fanams Current Money which said
Sum I promise to Discharge in three Months time from the date
hereof for Value Rec.d Witness my Hand this 26th July 1771

Witness
J. D. A.

(Signed) Abram. Angell

A true Copy

Cha.s Bromley
Attorney for Compl.t

Mayor Court of Madraspatnam

Tuesday the 12th Day of May Anno Domini 1772

Present

James Call Esquire Mayor
George Proctor Edm.d John Holland
Aldermen

Between Nicapah of Madras Dubois Complainant and
Abram. Angell of Madras Merchant
Defendant

(A15)

The Defendant Abraham Angell

The Defendant

Acknowledging the Receipt of the Complainants Bill and
Praying that the Defendant may Answer the Matters
Complained of therein and that the Defendant may be
Ordered to Pay the Costs of this Suit

Filed the 20th April 1778

Humble Complainant

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Thomas Stillings of Madraspatnam Merchant That Abraham Angell of the same place Merchant Standeth Indebted to Your Orator in the full and just Sum of Sixty Six Pagodas and Twenty Eight Fanams Current Money of Madraspatnam Making in Sterling Money of Great Britain the Sum of Eight Hundred Pounds for money Lent and Advanced and Interest Shillings on Account Sales and Monies Paid by Your Orator to and for the use of the said Abraham Angell at his Request which he hath Refused and Neglected and still Refuses to Pay to Your Orator Contrary to Equity and Good Conscience In Consideration Whereof and for that Your Orator is Remediless in the Premises at the Common Law and hath no Discovery but by the Answer of the said Abraham Angell to the Interrogatories in this Honble Court Your Orator Humbly Prays that the said Abraham Angell may be Decreed to Pay unto Your Orator the Sum of Sixty Six Pagodas and Twenty Eight Fanams Current Money of Madraspatnam Making in Sterling Money of Great Britain the Sum of Eight Hundred Pounds with Interest for the same from the Time of Demand thereof and Costs of Suit And that Your Orator may have such other and further Relief in the Premises as the Nature of his Case shall require and this Honble Court shall think fit to Decree

(A16)

of the said Sum of Sixty Six Pagodas and Twenty Eight Fanams from the said Abraham Angell

Pursuit

Pursuit of His Majesty's Writ of Subpoena to this Honble Court the said Abraham Angell 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 the Nature of his Case and Equity and Good Conscience this Honble Court shall Appear Agreeable

To the End therefore that the said Abraham Angell may upon his Corporal Oath Full True Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Sixty Six Pagodas and Twenty Eight Fanams together with the Interest due thereon and all Such further Sum and Sums of Money as shall hereafter become Due thereon and also all Costs of this Suit

May it Please

May it Please this Honble Court the Said Abraham Angell to be Summoned and Attached by the Sheriff of Fort Saint George Peons of Madraspatnam and the Deputies of Peons all by Name and Appear before this Honble Court at a certain Time and place to be by this Honble Court Prefixed and Assigned then and there to Answer the Premises and Abide by such Order and Decree therein as to this Honble Court shall Meet

W.m Dill

Attorney for the Complt

Abraham Angell

Ats

April 12th Ex Ordinary Rect from the 2d August 1773 to the 2d August 1774 This Days 2 Months and 10 Days

2 Months

Madras 12th April 1774

Dr The Rollins

Mayor's Court Madraspatnam } Tuesday the 12th April Anno Domini

Present

James Call Esqre Mayor

George Proctor Edwd Holton

Aldermen

Rubinon Gentoo Merchant Complainant

& Abraham Angell of the same Merchant Defendant

The Defendant being in Court & Abraham Angell aforesaid Merchant

upon the Subpoena of the Complainant Dated the 31st March last

Therefore Ordered that the Order and Decree made the 29th March last

and Dated that the Defendant shall pay unto the Complainant

the full and just Sum of Sixty Six Pagodas and Twenty Fanams

Fanams & Rog.s 66. 28. Together with all such Interest as may

or shall thereafter become Due thereon until full Payment be made

also all Costs of this Suit

Dr Cur

Ex.d this 27th April 1774

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this

Hon.ble Court Your Orator Rubinon Sawmypillah of Madras Gentoo

Stat. Abram. Angell of the same place Inhabitant Standeth Indebted

Your Orator in the full and just Sum of Two Hundred Pagodas

Current Money of Madras Making in Sterling Money of Great

Britain at the Rate of Eight Shillings for each Pagoda the Sum of

Eighty Pounds arising upon the Note of the said Abram. Angell Bearing

Writing Obligatory to Your Orator bearing Date the fifth Day of Sept.

-ember which was in the Year of Our Lord One Thousand Seven

Hundred and Seventy Seven for the said Sum of Two Hundred Pagodas

with the Interest Payable Annually Month from the Date thereof which

said Bond or Obligation is in Your Orator's Custody and Ready to

be produced for the Inspection of this Hon.ble Court when required

and Your Orator further Sheweth unto this Hon.ble Court that the

hath frequently and in an Amicable Manner Requested Payment

from the said Abram. Angell of the said Sum of Two Hundred Pagodas

and Interest

But now so it is May it please this Hon.ble

Court

Court Edward Abraham Angell Clerk to the said Court and on the Part of the Complainant Thomas Peter Carter may answer the Bill of Complaint of the Complainant Thomas Peter Carter Gentleman Plaintiff in this Cause and the Court doth Order that the said Defendant shall Appear Quia Timet to the said Bill on the Second Court Day of the next Sessions of this Court and that in the Mean time the Complainant cause a Copy of this Order to be Served on the said Defendant or his Attorney in this Cause

Major's Court Madrasapatnam

Present

James Call Esquire Mayor

George Proctor and Edw.d John Holland

Aldermen

Benjamin Vandaloor Swamy Pillay of Madras Conjeeply Captain and Abraham Angell of Madrasapatnam Inhabitant Defendant

The Defendant having Come and Answered this Court Judging the Justness of the Complainants Demand and Deeming it Reasonable Do Therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant Do pay unto the Complainant the full and Just Sum of Two Hundred Pagodas Pag.s 200 Together with all such Interest as may Become Due thereon until full Payment is Made to all Costs of this Suit

By Court

(413)

Major's Court Madrasapatnam

Tuesday the 12th Day of May Anno Domini 1778

Present

James Call Esquire Mayor

George Proctor and Edw.d John Holland

Aldermen

Benjamin Vandaloor Swamy Pillay of Madrasapatnam Conjeeply Captain and Abraham Angell of Madrasapatnam Inhabitant Defendant

The Defendant having Come and Answered this Court Judging the Justness of the Complainants Demand this Court Do Therefore think fit to Order and Decree and it is Accordingly Ordered and Decreed that the Defendant Do pay unto the Complainant the full and Just Sum of Two Hundred Pagodas Pag.s 200 Together with all such Interest as may Become Due thereon until full Payment is Made to all Costs of this Suit

By Court

Major's Court

(L.S)

Major's Court Madrasapatnam

Thomas Peter Carter Gentleman Plaintiff

Benjamin Vandaloor Swamy Pillay of Madrasapatnam Conjeeply Captain and Abraham Angell of Madrasapatnam Inhabitant Defendant

Filed the 16th Oct. 1779

To the Honble. the Court at Madras

Humble Complaining

Shewith and

Humbly Complaining Shewith and Humbly Complaining Shewith and Humbly Complaining Shewith and

Mayor's Court at Madraspatnam } Tuesday the 12th Day } Anno Domini

(L.S)

Present

James Hall Esquire Mayor

Mayor's Court

George Proctor and Edwd Saben Hollond

Aldermen

Benjn Adams Esqr

Gentlemen of the Allowance

Humble Court Complainants

Abraham Angell of Madraspatnam

Defendant

The Defendant being in Court and hearing the Contents of the Complaint made Demand Who Confesses the Justness of the Complaint and Demand Wherefore doth therefore thereupon desire the Order and Decree of this Court and Decree that the Defendant shall pay unto the Complainants the Sum of One Hundred and Three Pagodas Two Fanams and Sixty four Cash Pags 103. 2. 64 together with all such Interest as aforesaid or shall thereon become Due thereupon until full payment is made and Costs of this Suit

Decreed

Dated the 11th Nov.r 1719

To the Honble the Mayor &c.

Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court Your Orator Abram De Castro and John De Castro of the Honble Court Your Orator Abram De Castro and John De Castro of Fort Saint George Merchants Executors of the last Will and Testament of Michael Lambe late of Madras Merchant Deceased Probate of the said Will having been Granted to Your Orators by this Honble Court that Abraham Angell of Madras Merchant stands Indebted unto Your Orators as Executors as aforesaid in the Sum of Pags 103. 2. 64 Fifty two Pagodas Two Fanams and Forty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Twenty Pounds and Sixteen Shillings or thereabouts as will more fully and at large appear by the Bill of Complaint hereunto Annexed for the Suppression of which Your Orator prays leave to refer himself as part of this their Bill of Complaint and Your Orators further Sheweth unto this Honble Court that they have frequently and duly applied unto the said Abraham Angell for Payment from the said Abraham Angell of the said Sum of Fifty two Pagodas Two Fanams and Forty Cash in a reasonable Manner Notwithstanding which the said Abraham Angell of the said Sum of Fifty two Pagodas Two Fanams and Forty Cash Contemptuously and Obstinately and wilfully Refuses to Pay the same to Your Orators to their great Damage and Detriment Touching the Premises Your Orators therefore Pray a Genl Relief and Subpoena to this Honble Court to be Directed to the said Abraham Angell Commanding him to be and Appear Personally before this Honble Court at a Good Convenient Time To the End therefore that the said Abraham Angell may upon his Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and things hereinbefore and Effectually to all Intents and Set forth and Alledged as fully and truly

Pags 103. 2. 64

and purpose as if the same were here again Repeated and
to Interrogate and that thereafter Dawson Lancaster
Coates as Executor as aforesaid the aforesaid Lewis Ashe
Pagadaw Lewis Jenamma and Isaac Coates do all and
every such Act shall thereafter become due thereon to the
Suit

Mayors Court Madraspatanam

Tuesday the 12th Day of May
Anno Domini 1778

418

Present

James Call Esquire Mayor.
George Proctor and Edwd. John Holland
Aldermen

Between Messrs De Castro
and Isaac De Lima of Fort Saint
George Merchants Executors of the
Last Will and Testament of Michael
Jacob late of Madras Merchant
Deceased Complainants and Abraham
Angell of the same Place Merchant
Defendant

The Defendant being in Court and Acknow-
ledging the Justness of the Complainants Demand this
Court do therefore think fit to Order and Decree and it is
accordingly Order and Decreed that the Defendant shall pay
unto the Complainants the full and just Sum of Fifty two Pags
and Two Fanams and forty Cash (Pag.s 52. 2. 40.) Together with
all such further Interest as now is or shall hereafter become Due thereon
and till full Payment be made of the Cost of this Suit

Dft Cur

Mr Abram Angell

Sam.l	2½	2	Lambert Packett Books
July	1	31	Plane Hall
			Jas. Jones Esqr
			Jas. Rogers
			Jas. Call Esqr
			Jas. Mapes Esqr
			Jas. Proctor Esqr
			Mr Jas. Campbell Shroff

To Merchant Book 1/8 Rs 10

Madras
1st December 1778 E. E.

Pr Cash Pagodas 32 2 40

Pagodas 32 2 40

Abrm De Castro
Isaac De Lima
John De Friis

Fort St. George 20th April 1713

To the Worshipfull the
Court at Madraspatam

Humble Complainant

Humbly Complaining Sheweth unto this Worshipfull Court Your Orator Johannes of Fort Saint George Gentleman Inhabitant of Madras Inhabitant aforesaid Orator in the full and Just Sum of Ninety three Pagodas and Seventeen Current Money of Madras Making one Hundred Great Britain at the Rate of Eight Shillings Sterling The Sum of Ninety seven Pounds and One Shilling Sterling will More fully and at Large Appear by an Account Annexed for the Cognizance of this Worshipfull Court and Exhibited Orator Prays may be Admitted as part of this his Bill of Complaint hereof he Craves Oyer and Demands Answer and Whereas the Defendant Mr. Thomas Pitt Governour of Fort Saint George and Agent for the Honble United English East India Company Combining and Confederating with Others Persons to Your Orator unknown to Defraud him of the Said Sum of Ninety three Pagodas and Seventeen Fanams

Humbly Complaining Sheweth unto this Worshipfull Court Your Orator Johannes of Fort Saint George Gentleman Inhabitant of Madras Inhabitant aforesaid Orator in the full and Just Sum of Ninety three Pagodas and Seventeen Current Money of Madras Making one Hundred Great Britain at the Rate of Eight Shillings Sterling The Sum of Ninety seven Pounds and One Shilling Sterling will More fully and at Large Appear by an Account Annexed for the Cognizance of this Worshipfull Court and Exhibited Orator Prays may be Admitted as part of this his Bill of Complaint hereof he Craves Oyer and Demands Answer and Whereas the Defendant Mr. Thomas Pitt Governour of Fort Saint George and Agent for the Honble United English East India Company Combining and Confederating with Others Persons to Your Orator unknown to Defraud him of the Said Sum of Ninety three Pagodas and Seventeen Fanams

Three Pagodas and Eighteen Fanams with all Such Interest as now is Or shall become due thereon Also all Costs of this Suit

May it Please this Honble Court to Cause the said Verabadra to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatam 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 Honble Court Shall Seem Meet

John Sykes
Attorney for the Compt.

Pagodas 93.17.
Fort St. George 20th April 1713
Errors Excepted
John Sykes

Mayor's Court at Madraspatnam

Tuesday 19th June Anno Domini

Present

James Call Esqre Mayor

Benjn Roebuck and Edwd Carnac

Aldermen

Between [illegible] Plaintiff

[illegible] Defendant

The Defendant having not put in his Answer to this Court and the Court having this day heard the Counsel of the Complainant to Demurr and this Court doth therefore think fit to Order and Decree and this Court doth hereby Order and Decree that the Defendant shall pay unto the Complainant the Sum of Seventy Three Pagodas Eighteen Fanams and Eight Cash and in Default thereof shall be Committed to the Prison of this Court there to remain until he shall pay the Money and full Payment is made to the Complainant of his Costs of this Suit

Entd

Fort St. George 4th May 1778

To the Worshipful the Mayor's Court at Madraspatnam

Humble Complaining Sheweth unto this Worshipful Court Your Orator Lobo Philipe Fabricius one of the English Missionary at Vepery that Venkata Sawmy and Venkatagiry of Madras Inhabitants stand Indebted unto Your Orator in the Sum and Sum of One Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain as the Rate of Eight Shillings for Every Pagoda the Sum of Forty Pounds as will more fully and at Large Appear by Copy of the Translation of an Mortgage Bond Given and Executed unto Your Orator by the said Venkata Sawmy and Venkatagiry Bearing Date the Twenty Second Day of October which Bond is in the Year of Our Lord One Thousand Seven Hundred and Seventy five Ready to be Produced for the Inspection of this Worshipful Court when Your Orator prays may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and Duly and Humble and more as Your Orator hath frequently and Duly and Humble Manner Requested Payment of the said Sum of One Hundred Pagodas from the said Venkata Sawmy and Venkatagiry

Butnow so it is Against Right that this Worshipful Court the said Venkata Sawmy and Venkatagiry Obstinately and Wilfully Refuse to pay the same to Your Orator any manner of Pretence Tho' Sufficient they sometimes Your Orator they Frequently Demand Your Orator Prays Subpoena the Defendants to Appear Personally before this Worshipful Court to Answer the Premises and Abide the Order and Decree of this Worshipful Court Relief Such as to this Worshipful Court shall Appear Agreeable to Equity and Good Conscience And to the End that the said Venkata Sawmy and Venkatagiry may upon their Corporal Oath Set forth a True Direct and perfect Answer made to all and Singular the Matters and Things herein before Set forth and Alledged as fully Clearly and

and Effectually to all Intents and purposes as if the same were Signed and Sealed and Delivered by the said Thomas Lushington Esqr and that the Said Thomas Lushington Esqr Should be Obliged to pay unto Them Under the aforesaid Penalty of Twelve hundred Pagodas Current Money of Madras all Such Interest as may become Due thereon all Costs of this Suit

Wherefore Thomas Lushington Esqr Plaintiff in the Said Venata Swamy and Venatagiry to be Summoned and by the Sheriff of Fort Saint George Summoned Whereupon Dirkish Thereof personally to be and Appear before this Honble Court at a Certain time now prefixed to be by this Honble Court and Appointed then and there to Answer this Your Orator Complaint and further to Stand to and abide by such Order Decree thereon as to this Honble Court Shall Seem Meet

Mayor Court at Madraspatnam

Dated 20th October

Witness

Cruachelam
Comjadam

Mayor's Court at Madraspatnam

Tuesday the 19th Day of May
Anno Domini 1778

Present

James Call Esquire Mayor
Benj. Roebuck and Edw. Carrow
Aldermen

Between John Philips
Late Commander of the English
Settlement at Negapatam Complainant
and Venatasawmy and Venatagiry
Defendants

The Defendants Venata Swamy and Venatagiry Sworn Interpreters to the Mayors Court Sheweth that they Received from the Said Thomas Lushington Esqr a Mortgage Bond bearing Date the 20th January 1776 whereby the Said Thomas Lushington Esqr Became Bound unto the Said Defendants in the full and Just Sum of Pagodas One hundred Pagodas Current Money of Madras for which Said Mortgage was to have been executed Ground with the Said Bill of Sale Situated at Madras Viz the Ground Lying on the North Side to the House of Sankaranarain and on the East Side to the House of Sankaranarain and on the South Side to the House of Mootoo Naick which aforesaid Sum

Pay unto Them on or before the 20th January 1776 with Such Interest as may become Due thereon after the Rate of 12 pr Cent pr Annum Default of Payment and Engageth You to Discharge the aforesaid premisses and Satisfy Your Debt We do Give this by any Consent Witness Arunachelapillah and Conjadah Moodaliar by their Knowledge Drawn by Vyapary Chinnaiah

Signed Dewy Cundapah Venatasawmy
Dewy Cundah Venatagiry

Witness
Cruachelam
Conjadam

A True Translation as Near as can be from the Original Malabar Language by Sorbroyloo Sawmy Interpreter

Henry Dil Pry
Attorney for the Complainant

of Madras Substituted Copy

The Defendant Ramanadhan Chetty
Acknowledging the Receipt of the Complainants Demand
Court Doth therefore think fit to Order and Decree and
Hereby Order and Decree that the Defendant shall pay unto
Complainant the full and Just Sum of Fifty Pagodas Rec.
together with the Interest as now is or shall hereafter be
Due thereon with all Costs of Suit

Decr

Filed the 11th May 1775

To the Honble the Mayor Court of Madras sitting

The Complaint of

Your Orator William Brumley of Fort Saint George Merchant
Humbly Complaining Sheweth unto Your Worships that
Ramanadhan Chetty of Madras Merchant the Brother and Partner
of Sabanagada Chetty late of the Fort Merchant deceased
Deceased stands indebted unto Your Orator in the Sum of
Two Hundred and fifty Eight Pagodas Current Money of the
Malabar Coast Value of Great Britain The Rate of
Thirteen Shillings Sterling Money of Great Britain Value
Shillings sterling Pagoda the Sum of One Hundred and Three
and four Shillings sterling upon a Mortgage Bond sealed with
the Hand and Seal of the said Ramanadhan Chetty bearing Date
Twenty fifth day of October in the Year of Our Lord One thousand
Hundred and Seventy three a true Copy whereof is hereunto
for the Inspection of this Honble Court and which Your Orator
prays be Admitted as Part of this Your Orators Bill of Complaint
And Whereas Your Orator hath frequently and in the
Manner required Payment from the said Ramanadhan Chetty

The said Sum of Two Hundred and fifty Eight Pagodas

But now so it is and may it please this Honble Court
the said Ramanadhan Chetty wilfully and Obstinately refuses to pay the
Same or to Give Your Orator any manner of Satisfaction touching the
Premises Your Orator therefore Prays a Writ of Subpoena
Humble Court shall Appear Agreeable to Equity and Good Conscience
To the End therefore that the said Ramanadhan Chetty may upon his
Corporal Oath & full True direct and perfect Answer make to all and
Singular the Matters and things hereinbefore set forth and Alledged
as fully truely perfectly and effectually to all Intents and purposes
as if the same were here again repeated and particularly interrogated
at and that he may be Decreed to pay unto Your Orator the aforesaid
Sum of Two Hundred and fifty Eight Pagodas 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 Ramanadhan Chetty to be summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and the Districts
thereof generally to be and Appear before this Honble Court at a
certain Time and place to be by this Honble Court prefixed and Appoint
for that end and there to Answer this Your Orator Bill of Complaint and
further to Stand to and abide by such Order and Decree therein as to
this Honble Court shall seem Meet

Chas Brumley
Attorney for the Complainant

Copy of the Mortgage Bond to which the within Bill of Sale

Known all Men

by these Presents that I Summanah Chitty of Madras Merchant Broker and First Lascar belonging to the Ship of Madras Merchant Alexander now bill and firmly bound unto William Hamilton Esqr of Fort St George Merchant in the Sum of Three Hundred and Sixteen Pagodas Current Money of Madras Payment whereof well and truly to be made unto the said William Hamilton Esqr his Heirs Executors Administrators or Assigns I do bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated at Madras aforesaid this Twenty fifth day of October in the Year of Our Lord One thousand Seven Hundred and Seventy Seven

Whereas the above bound Summanah Chitty hath borrowed and received of the said William Hamilton Esqr the full and just Sum of Two hundred and fifty eight Pagodas Current Money of Madras to be repaid to the said William Hamilton Esqr his Heirs Executors Administrators or Assigns at the End of Six Months from the Date hereof Together with Interest for the same after the Rate of Twelve Pagodas per Hundred per Annum payable Monthly from the Date hereof to the said William Hamilton Esqr or his Order And for securing the Payment unto the said William Hamilton Esqr his Heirs Executors Administrators or Assigns of the said Two Hundred and fifty Eight Pagodas and Interest in manner before mentioned the said Summanah Chitty Hath Granted Bargained Sold Assigned Transferred and by these Presents Doth Grant Bargain Sell Assign Transfer and make over unto the said William Hamilton Esqr his Heirs Executors Administrators and Assigns a House and Ground containing in length from South to North at the East side thereof Sixty feet and a half and at the West side thereof Sixty feet and Breadth from East to West Forty feet which the premises were situated at Pallaveram Elephant Cordon Road between the Ground of Summanah and the Marine Mount together with all and singular the premises and Appurtenances whatsoever thereunto belonging or Appertaining and all the said Summanah Right Title Interest Claim and Demand whatsoever of and to the said premises and every part and parcel thereof To have and to hold the said

Ground and premises and every part and parcel thereof with all and singular the Premises and Appurtenances thereunto belonging unto the said William Hamilton Esqr his Heirs Executors Administrators and Assigns to and for his and their own proper Use and behoof for ever

Now the Condition of this Obligation is such that if the above bound Summanah Chitty his Heirs Executors or Administrators shall and do well and truly pay or cause to be paid unto the above named William Hamilton Esqr his Heirs Executors Administrators or Assigns the full and just Sum of Two Hundred and fifty Eight Pagodas Current Money of Madras at the Expiration of One Month from the Date hereof together with the said Interest as shall or may become due thereon then this Obligation to be Void and of no Effect otherwise to be and remain in full force and Virtue

Signed Sealed and Delivered
in the Presence of
Thomas Dixon
Thomas Hamilton Dixon

Mark ✕ of Summanah Chitty (L.S.)

Shaw Cay & Bromley
Attorneys for the Complt.

Mayor's Court at Madraspatnam } { Tuesday the 2d Day of June Anno Dommi 1778

Present

James Call Esquire Mayor
George Proctor and Edwd Saunders
Aldermen

Mayor's Court

Between William Hamilton of Lochlin Esqr Merchant Complainant and Thos Boddam Esqr late Chief of Madraspatnam at Fort St George Deceased the last surviving Executor of the last Will & Testament of Thomas Pitt Esqr late Governor of Madraspatnam aforesaid Defendant

The Defendant being in Court and Objecting the Jurisdiction of this Court to the Complainants Demand of the Sum of Pags 2528 - - - Sheweth therefore that he ought not to be Ordered and Decreed to pay unto the Complainant the said Sum of Pags 2528 - - - Sheweth with the Interest thereon shall hereafter become due thereon and full Payment and also all Costs of this Suit

Dyall Cott

Filed the 22d April 1778

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court Your Orator Nanuaraz Condeyparle Chetty of Madras Merchant by his Attorney Agreeable to Deed Copy of Madras aforesaid Inhabitant that Manuwar Defendant of the same place Merchant stands Indebted unto Your Orator in the full and just Sum of Twenty One Pagodas Thirty Two Fanams and Twenty four Cash Current Money of Madras Making one Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda, the Sum of Twenty Eight Pounds Fourteen Shillings and three Pence, or thereabouts, as will Manuwar fully and at large Appear by an Account Current and an Assignment or Transfer hereunto Annexed for that Purpose and of this Hon^ble Court to which Your Orator Most humbly Refers and prays that the same may be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in a friendly Manner requested the Payment of the said Sum of Twenty One Pagodas Thirty Two Fanams and Twenty four Cash But now so it is and may it Please this Hon^ble Court the said Manuwar Defendant 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 Rule of this Hon^ble Court to Appear Agreeable to Equity and good Conscience To the End Therefore that the said Manuwar Defendant 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 Severally Repeated and Particularly Interrogated

Interrogated and that he may be Decreed to pay unto the Plaintiff a Sum not exceeding One Hundred Pounds Current Money and for such further Relief as the nature of the Case shall require

Due Witness to be had of all Costs of this Suit

Daniel Dixon

Attorney for the Complt

22d April 1778

Personally came before the Judge of the Superior Court the Complainants Attorney having made Oath to the Contents of this Demand and that he has Reason to Believe that the Defendant will not withdraw himself from the Jurisdiction of this Honble Court on hearing that a Bill is filed against him to be answered Returnable immediately and a Warrant of Arrest issue

Sworn before me

George Smith

Just. Peace

State of Connecticut } ss. New London April 22d 1778

Daniel Dixon Attorney for the Complainant in the within Demand personally appeared and made Oath that the Contents of the same are true to the best of his Knowledge and Belief

Before me

George Smith

Just. Peace

Recognizance

Daniel Dixon of New London in the County of New London Merchant and Thomas Mumford of the same Place Gentleman personally appeared and acknowledged themselves to be bound unto Samuel Reed of Norwich in the County of New London Esqr in the Sum of Two Hundred Pounds Current Money to be levied on their Goods and Chattels Lands and Tenements to the use of the said Samuel Reed his Heirs Executors Administrators or Assigns if default be made in the Condition following

The Condition of this Recognizance is such that if the above bounden Daniel Dixon shall prosecute his Action against George Smith Esqr now depending before the Superior Court to be holden at New London within and for the County of New London on the last Tuesday of April Instant with Effect and without Delay and shall abide the Order and Decree of said Court in the Premises and pay all such Costs and Damages as shall be awarded against him by said Court then this Recognizance to be void else to remain in full Force and Virtue in Law

Taken and Acknowledged before me

George Smith

Just. Peace

Memorandum

Daniel Dixon Attorney for the Complainant in the within Action against George Smith Esqr hereby Enters his Appearance for the Complainant in said Action

Daniel Dixon

Attorney for the Complt

Know all Men by these Presents that I Namacar Cundapah Chitty of Madras Merchant am
Indebted unto Agustinho de Cruz of Madras Merchant in the
Sum of Seventy One Pagodas Thirty Two Fanams and
Twenty Four Cash being the Balance due on the said Account
Now Know ye that I the said Namacar Cundapah Chitty
in Consideration of the said Sum of Seventy One Pagodas Thirty
Fanams and Twenty Four Cash do hereby promise and
Oblige my self my Heirs Executors and Administrators to and with the
said Agustinho de Cruz his Executors Administrators and Assigns
that I the said Namacar Cundapah Chitty will well and truly
pay or cause to be paid unto the said Agustinho de Cruz his Executors
Administrators or Assigns the said Sum of Seventy One Pagodas Thirty Two Fanams and
Twenty Four Cash on or before the Expiration of Six Months next after the Date
hereof without Fraud or Delay And for the more Effectual Securing the Payment
of the said Sum of Seventy One Pagodas Thirty Two Fanams and Twenty Four Cash
unto the said Agustinho de Cruz his Executors Administrators or Assigns I the said
Namacar Cundapah Chitty do hereby Mortgage and Assign unto the said Agustinho
de Cruz his Executors Administrators and Assigns all that my Messuage or Tenement
Situate Lying and being in the Black Town of Madras Aforesaid Inhabited by
the said Namacar Cundapah Chitty Bounded on the East by the Street Leading
to the Fort on the West by the Sea on the North by the Messuage or Tenement
belonging to the Heirs of Mr. Thomas Pearse Deceased and on the South by the
Messuage or Tenement belonging to Mr. Thomas Hastings Together with all
Houses Buildings Yards Gardens Ways Waters Watercourses Profits Commodities
Emoluments Hereditaments and Appurtenances whatsoever to the same belonging
or in any wise appertaining And the Reversion and Reversions Remainder and
Remainders Rents Issues and Profits thereof And all the Estate Right Title Interest
Property Claim and Demand whatsoever of me the said Namacar Cundapah Chitty
of in and to the same And I the said Namacar Cundapah Chitty have by these
Presents made Ordained Constituted and Appointed and by these Presents do make
Ordain Constitute and Appoint the said Agustinho de Cruz his Executors
Administrators and Assigns my true and Lawful Attorney and Attorneys
for me and in my Name and on my Behalf but for the Sole and Proper
Benefit of the said Agustinho de Cruz his Executors Administrators
and Assigns to Ask Require Demand and Receive of and from
Namacar Deceased his Heirs Executors and Administrators
the said Sum of Seventy One Pagodas Thirty Two Fanams and Twenty Four
Cash and Upon non Payment thereof by the said Namacar
his Heirs Executors and Administrators to Sue for and Recover
the same and non Payment thereof to Give sufficient Release and
Discharge therefore and Also to Make Constitute and Appoint any
Person or Persons Attorney or Attorneys under him to Constitute and what soever the said
Agustinho de Cruz or his Attorney or Attorneys under him shall Lawfully
do in the Premises the said Namacar Cundapah Chitty doth hereby
Allow and Affirm and the said Namacar Cundapah Chitty doth
Covenant with the said Agustinho de Cruz that he the said Namacar
Cundapah Chitty hath not Received nor will Receive the said Money
or any part thereof neither shall he will Release or Discharge the same
or any part thereof but will own and Allow of all Lawfull Proceedings
for Recovery thereof by the said Agustinho de Cruz Saving the said
Namacar Cundapah Chitty harmless of or from any Costs that
May happen thereby In Witness whereof the said Namacar
Cundapah Chitty hath hereunto Set his Hand and Seal in Madras
this Eighth Day of April in the Year One Thousand Seven Hundred
and Seventy Eight

Signed Sealed & Delivered
in the Presence of

Namacar Cundapah Chitty (L.S.)

Received the Day and Year above Written of the within named Agustinho de Cruz the Sum of Seventy One Pagodas Thirty Two Fanams and Twenty Four Cash being the Balance due on the within Bond

Namacar Cundapah Chitty

Mayor's Court
Madraspatanam

Tuesday the 2d Day of June
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edm. Saunders
Aldermen

Between

Belmon. Samuel
Castle of Madras Merchant by
Apothecaries Company of Madras
Inhabitant Complainant and
Debadas of the same place Native
Defendant

H. Ingnaimah by the Records of this Court
Court Order have issued for the Defendant to Answer the Complts
Bill which he has Neglected doing This Court doth therefore
think fit to Order and Decree and doth accordingly Order
Decree that the Defendant shall pay unto the Complainant
full and Just Sum of Seventy Two Pagodas Thirty Two Fanams
and Twenty four Cash (Pags 72. 32. 24.) together with the
Interest
Payment to be made also all Costs of this Suit
Dfd Cost

Libelled the 5th May 1773

To the Honble the Mayor
Court at Madras Inadmon

Humbly Complaining Shewith unto this
Court Your Orator Shankanna Sung by his Attorney Samuel
Belmon of Madras Inhabitant that Meerchunna Dulla also of
Madras Inhabitant stands indebted unto Your Orator in the
full and Just Sum of Two thousand One Hundred and Forty
four Star Pagodas Current Money of Madras Making in
Sterling Money of Great Britain at the Rate of Eight Shillings
per Star Pagoda the Sum of Eight Hundred and Fifty

(437)

Pounds being the principal of a Certain Agreement bearing date the twenty
first day of June One Thousand Seven Hundred and Seventy Seven Whereby
the said Meerchunna Dulla Agreed to procure for Your Orator for the Sum
of Two thousand Pagodas the Bill of Sale of a Certain piece of Land
Situated at Meersahabs Pettah under the hand and Seal of the said
Meerchunna Dulla Granted unto Your Orator a true Translation of
which Agreement and the Assignment thereof unto the said Isaac
Dasilva Orchermento Annexed and prayed by the said Complainant
to be taken as part of this his Bill of Complaint And Whereas
Your Orator hath frequently and in an amicable Manner requested
payment from the said Meerchunna Dulla of the said Sum of Two
Thousand One Hundred and Seventy four Pagodas and the Interest due
thereon the Delivery of the said Bill of Sale pursuant to the said
Agreement But now so it is may it please this Honble Court the
said Meerchunna Dulla Obstinately and Wilfully refuses to pay the
Said Money or to procure the said Bill of Sale Your Orator therefore
is without any Relief save what is to this Honble Court may appear agreable
to Equity and Good Conscience To the end therefore that the said
Meerchunna Dulla may upon his corporal Oath as 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 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 thousand One
Hundred and Seventy four Pagodas together with all such interest as
now is or shall hereafter become due thereon or to procure the said Bill
of Sale of the said Premises and to pay such Balance to the said
Shankanna Sung as may then appear due thereon also all Costs
of this Suit May it Please this Honble Court the same said

Said Merchants Duffa to be Summoned and Appear before
Fort Saint George Court of Madrass and the Defendants
Persons Ally to be and Appear before the Worlds Court aforesaid
and place to be by the Worlds Court prefixed and Appointed
there to Answer the Plaintiffs Bill of Complaint and further
stand to and Abide by and to Order and Decree as to this
Court shall Seem Meet

May 5th 1778

Mr. Popham
Attorney for the Compt.

Upon Reading the Bill of Complaint this Day Exhibited
by Shaik Bullaw Shaik Ally Merchant Inhabitant of Madrass
against Shaik Ally Merchant Inhabitant of Madrass
Shaik Bullaw

Proper Use and benefit of the said Isaac De Silva his Executors Administrators and Assigns and against Damon and Mary said Moor known Dutchess Heirs Executors and Administrators Money due and to become due by the said Agreement to be made Bill of Sale of the Premises or on the said Agreement to assign Ballance then due on the said Agreement and on Payment thereof the said Isaac De Silva his Heirs Executors Administrators to sue for and recover the same and on Payment as aforesaid the said Bill of Sale or assign and all things to be done on the premises have Money of the said Premises and Interest Two Thousand One hundred and twenty four Pagodas to Witness said Agreement for Writing and Costs of Suit and Mary and One or more Attorney or Attorneys under him Executors and Administrators the said Isaac De Silva or his Attorney or Attorneys under him shall be lawfully seized of the premises the said Shanbanna do the Covenant with the said Isaac De Silva that the said Shanbanna Long have not received nor will receive the said Money due or to become due in consequence of the said Agreement or any part thereof shall or will discharge the same or any part thereof but will and allow of all lawful proceedings for Money thereof said Isaac De Silva owing the said Shanbanna Long harmless for from any Costs that may happen to him thereby

In Witness whereof the said Shanbanna Long hath hereunto set his Hand and Seal at Madras this Twenty Seventh Day of April in the Year of our Lord One Thousand Seven hundred and Seventy Eight

Signed Sealed and Delivered
Where no Stamped Paper is used in the
Presence of

(441)

Mayor's Court
Madraspatnam

Tuesday the 2d Day of June
Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edm. Saunders
Aldermen

Between Shanbanna Long by his Attorney Isaac De Silva
Plaintiff Inhabitant Complainant
& Madras Inhabitant and Mary Moor known Dutchess of the same
place Inhabitant

The Defendant being in Court and Acknowledging
the Justness of the Complainants Demand This Court doth therefore
think fit to Order and Decree and doth Accordingly Order and Decree
that the Defendant shall Pay unto the Complainant the full and
first Sum of Two Thousand One Hundred and Twenty four Pagodas
Pagodas 2125 - - Together with all such further Interest as now
is or shall hereafter become Due thereon with all Payment to be made
also all Costs of this Suit

D. Call

(442)

Filed the 3rd Nov.r 1771

To the Worshipfull the Mayor
Court at Madraspatam

Humble Complaining Shewn unto this Worshipfull Court Your Orator Chundaloy Pulla Mungapah Merchant of Madras Inhabitant by his Attorney Adolphus Scrafton of the same place That Ramala Cygatiar alias of the same place Inhabitant did on or about the 19th day of March 1771 Indebted unto Your Orator in the Sum of Seven Pagodas and Thirty fanams Current Money of Madras Reckoning Sterling Money of Great Britain at the Rate of Eight Shillings for Pagoda the Sum of Three Pounds Seven Shillings and Six Pence and refuseth wrongfully and at Large Appears by an Account or Assignment or Bond of Attorney hereunto Annexed for the Payment of which Your Orator prays may be Decreed from the Time of filing this his Bill of Complaint and Your Orator further Shews to this Worshipfull Court that he hath frequently and on or about the 20th Day of October 1771 Requested Payment from the said Ramala Cygatiar of the aforesaid Sum of Seven Pagodas and Thirty fanams

Defendant Yet Now Combining Confederating and Contriving how to Defraud Your Orator of the Premises Ramala Cygatiar Obstinately and Wilfully Refuseth to Pay the Same Unless Your Orator may be Relieved touching the Premises in this Worshipfull Court Your Orator therefore prays a Subpoena may Issue Directed to the said Ramala Cygatiar Commanding him to be and Appear at a Certain Time and shall Appear Agreeable to Equity and Good Conscience the Premises Thereof that the said Ramala Cygatiar may upon his Corporal Oath and Strict and Perfect Answer make to all and Singular the Matters and Things hereinbefore Set forth and Alledged as fully truly and Particularly to all Intents and Purposes as if the Same were Here again Particularly Interrogated and that he may be Decreed to

(443)

Order the aforesaid Sum of Seventy four Pagodas and Thirty fanams to gether with all such the Interest as now is or shall hereafter become Due thereon also all Costs of this Suit

May it Please this Honble Court the Cause thereof Ramala Cygatiar to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Therein and Appointed then and there to Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

John Sykes
Attorney for the Complainant

Know all Men by these Presents that I Bamala Coopalien of Madras Inhabitant in the Pallaveram
Division of the Chingleput Pollah. Mooregapah. Mondellaar
do hereby Acknowledge to have Received from Adolphus Smith Esqr. Executor to the Estate
and Effects of the late Mr. Peter Dumont deceased the Sum of Pagodas Two Hundred and
Fifty Two 252 being in full for the Rent of the Ground Rent Land Situated at Pallaveram
Division of the Chingleput Pollah. Mooregapah. Mondellaar Containing in Length 22 Cubits
and in Breadth 16 Cubits for the Year 1773 Fasly. Witness my Hand this 2d day of May 1774

Pagodas 252.

Bamala Coopalien

Witness Present
Ed. Monckton
Jno. Cook

Received the Contents

Bamala Coopalien

Errors Excepted
Adolphus Smith

Know all Men to whom these Presents shall come Greeting Whereas I Bamala Coopalien of Madras Inhabitant on the Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar do hereby Acknowledge to have Received from Adolphus Smith Esqr. Executor to the Estate and Effects of the late Mr. Peter Dumont deceased the Sum of Pagodas Two Hundred and Fifty Two 252 being in full for the Rent of the Ground Rent Land Situated at Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar Containing in Length 22 Cubits and in Breadth 16 Cubits for the Year 1773 Fasly. Witness my Hand this 2d day of May 1774

Pagodas 252.

Bamala Coopalien

Witness Present
Ed. Monckton
Jno. Cook

Received the Contents

Bamala Coopalien

Errors Excepted
Adolphus Smith

Know all Men by these Presents that I Bamala Coopalien of Madras Inhabitant on the Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar do hereby Acknowledge to have Received from Adolphus Smith Esqr. Executor to the Estate and Effects of the late Mr. Peter Dumont deceased the Sum of Pagodas Two Hundred and Fifty Two 252 being in full for the Rent of the Ground Rent Land Situated at Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar Containing in Length 22 Cubits and in Breadth 16 Cubits for the Year 1773 Fasly. Witness my Hand this 2d day of May 1774

Pagodas 252.

Bamala Coopalien

Witness Present
Ed. Monckton
Jno. Cook

Received the Contents

Bamala Coopalien

Errors Excepted
Adolphus Smith

Know all Men by these Presents that I Bamala Coopalien of Madras Inhabitant on the Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar do hereby Acknowledge to have Received from Adolphus Smith Esqr. Executor to the Estate and Effects of the late Mr. Peter Dumont deceased the Sum of Pagodas Two Hundred and Fifty Two 252 being in full for the Rent of the Ground Rent Land Situated at Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar Containing in Length 22 Cubits and in Breadth 16 Cubits for the Year 1773 Fasly. Witness my Hand this 2d day of May 1774

Pagodas 252.

Bamala Coopalien

Witness Present
Ed. Monckton
Jno. Cook

Received the Contents

Bamala Coopalien

Errors Excepted
Adolphus Smith

Know all Men to whom these Presents shall come Greeting Whereas I Bamala Coopalien of Madras Inhabitant on the Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar do hereby Acknowledge to have Received from Adolphus Smith Esqr. Executor to the Estate and Effects of the late Mr. Peter Dumont deceased the Sum of Pagodas Two Hundred and Fifty Two 252 being in full for the Rent of the Ground Rent Land Situated at Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar Containing in Length 22 Cubits and in Breadth 16 Cubits for the Year 1773 Fasly. Witness my Hand this 2d day of May 1774

Pagodas 252.

Bamala Coopalien

Witness Present
Ed. Monckton
Jno. Cook

Received the Contents

Bamala Coopalien

Errors Excepted
Adolphus Smith

Know all Men to whom these Presents shall come Greeting Whereas I Bamala Coopalien of Madras Inhabitant on the Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar do hereby Acknowledge to have Received from Adolphus Smith Esqr. Executor to the Estate and Effects of the late Mr. Peter Dumont deceased the Sum of Pagodas Two Hundred and Fifty Two 252 being in full for the Rent of the Ground Rent Land Situated at Pallaveram Division of the Chingleput Pollah. Mooregapah. Mondellaar Containing in Length 22 Cubits and in Breadth 16 Cubits for the Year 1773 Fasly. Witness my Hand this 2d day of May 1774

Pagodas 252.

Bamala Coopalien

Witness Present
Ed. Monckton
Jno. Cook

Received the Contents

Bamala Coopalien

Errors Excepted
Adolphus Smith

Know all Men by these Presents that

Mayor's Court Madraspatanam

Tuesday the 2d Day of June Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edm. Saunders
Aldermen

Between Chundatoy Pattabi Moorgapah Moodelliar of Madras Merchant by his Attorney Adolphus Greenhaw Gentleman and late Inhabitant Complainant and Plaintiff

and

Lingia Chetty and Ramah Chetty Inhabitants of this same Place Defendants

The Defendant being (each and) each Solemnly Called Came into Court and the Complainant Demanding this Court Judgment for the Sum of Sicca Rupees Two Thousand Pagodas and Thirty Fanams as by the Complainants Bill of Complaint Exhibited against the Defendants in this Court on the 26th Day of May last Past Appears to be due and owing unto him from the Defendants and Praying Process of this Court to Issue against the Defendants to Compel them to Pay the same with Interest and Costs of Suit The Defendants Appearing in Court and Confessing the Complainants Demand to be Just and Acknowledging Judgment to be Entered against them for the same Sum with Interest and Costs of Suit It is Therefore Ordered Adjudged and Decreed that the Defendants do pay unto the Complainant the Sum of Sicca Rupees Two Thousand Pagodas and Thirty Fanams with Interest at the Rate of Twelve per Cent per Annum from the Date hereof until Payment and also all Costs of this Suit

By Court

(227)

(226)

Mayor's Court Madraspatanam

Tuesday the 2d Day of June Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edm. Saunders
Aldermen

Between Chundatoy Pattabi Moorgapah Moodelliar of Madras Merchant by his Attorney Adolphus Greenhaw Gentleman and late Inhabitant Complainant and Plaintiff

and

Lingia Chetty and Ramah Chetty Inhabitants of this same Place Defendants

The Defendant being (each and) each Solemnly Called Came into Court and the Complainant Demanding this Court Judgment for the Sum of Sicca Rupees Two Thousand Pagodas and Thirty Fanams as by the Complainants Bill of Complaint Exhibited against the Defendants in this Court on the 26th Day of May last Past Appears to be due and owing unto him from the Defendants and Praying Process of this Court to Issue against the Defendants to Compel them to Pay the same with Interest and Costs of Suit The Defendants Appearing in Court and Confessing the Complainants Demand to be Just and Acknowledging Judgment to be Entered against them for the same Sum with Interest and Costs of Suit It is Therefore Ordered Adjudged and Decreed that the Defendants do pay unto the Complainant the Sum of Sicca Rupees Two Thousand Pagodas and Thirty Fanams with Interest at the Rate of Twelve per Cent per Annum from the Date hereof until Payment and also all Costs of this Suit

By Court

(227)

(226)

Mayor's Court Madraspatanam

Tuesday the 2d Day of June Anno Domini 1778

Present

James Call Esquire Mayor
George Proctor and Edm. Saunders
Aldermen

Between Chundatoy Pattabi Moorgapah Moodelliar of Madras Merchant by his Attorney Adolphus Greenhaw Gentleman and late Inhabitant Complainant and Plaintiff

and

Lingia Chetty and Ramah Chetty Inhabitants of this same Place Defendants

The Defendant being (each and) each Solemnly Called Came into Court and the Complainant Demanding this Court Judgment for the Sum of Sicca Rupees Two Thousand Pagodas and Thirty Fanams as by the Complainants Bill of Complaint Exhibited against the Defendants in this Court on the 26th Day of May last Past Appears to be due and owing unto him from the Defendants and Praying Process of this Court to Issue against the Defendants to Compel them to Pay the same with Interest and Costs of Suit The Defendants Appearing in Court and Confessing the Complainants Demand to be Just and Acknowledging Judgment to be Entered against them for the same Sum with Interest and Costs of Suit It is Therefore Ordered Adjudged and Decreed that the Defendants do pay unto the Complainant the Sum of Sicca Rupees Two Thousand Pagodas and Thirty Fanams with Interest at the Rate of Twelve per Cent per Annum from the Date hereof until Payment and also all Costs of this Suit

By Court

Filed the 2nd June 1777

To the Honble the Mayor Court at Madrasapatan

Humble Complaining Shewith unto this Honble Court Your Orator John Philip Fabricius of Vepery that Arunasella Mapulley of the same place stands Indebted unto Your Orator in the Sum of One hundred and Ninety Two Pagodas and Twenty Fanams for Cash of Madrass Making on the Balance Account of Current Rate of Eight Shillings for Every Pagoda the Sum of Forty Nine Pagodas Eight Shillings and Seven Pence or thereabouts as appears and at large Appears by an Account Current and Sundry Items taken for Mortgage Bond given and Counted with the said Arunasella Mapulley Bearing Date the Fifteenth Day of June in the Year of Our Lord One thousand Seven Hundred and Seventy Seven hereunto Annexed for the Inspection of this Court to which this Your Orator prays may be Admitted as part of this Complaint And Whereas Your Orator hath frequently Applied unto the Defendant Requesting Payment of the said Sum of One Hundred and Ninety Two Pagodas and Twenty Fanams from the said Arunasella Mapulley

But now so it is May it please this Honble Court the said Arunasella Mapulley Obstinately and wilfully Refuses to Pay the Same to Your Orator any manner of Satisfaction Pretences Your Orator therefore prays a Summons may Issue out of this Honble Court to Cause the said Arunasella Mapulley to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator Bill of Complaint and Further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

And Therefore that the said Arunasella Mapulley may upon Oath fully Clear and Discover all and Singular the Premises and Matters and Things herein before mentioned and Effectually to all Intents and Purposes as

Henry Du Pre
Attorney for the Complt

(449)

Vt

Shewn and Reputed and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Ninety Two Pagodas and Twenty Fanams together with a Month Interest as now is or shall hereafter become due thereon also all Costs of this Suit

Mayit Please this Honble Court to Cause the said Arunasella Mapulley to be Summoned and Required by the Sheriff of Fort Saint George Town of Madrasapatan and the District thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your 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

Henry Du Pre
Attorney for the Complt

Dr Arunasella Mapulley in Account Current with John Philip Fabricius Cr

1776 June	15	To the Amount Principal pay'd of Your Mortgage Bond bearing this Date	132.-	By Interest Received	18.-
1777 October	15	To Interest Due from 15th June 1776 to this Day at 12 p Cent p Annum	76.20	By Balance	192.20
			Pagodas 210.20		Pagodas 210.20

Fort Saint George
10. Oct. 1777

Errors Excepted
J. Ph. Fabricius

15th of June 1771

Arunachella Stalley Son of Mootoocrapilla Conjeeveram Vepery do Give this Mortgage Bond to English Missionaries Fabricius of the same place on my Proper Creation Know Ye that I the following Premises — 15 Cannies of Land situated in Vepery which in my Profession I am able to Sell and Convey in favour of Conjeeveram Candapatti Mudaliy and others Trustees Deputies settled for the Black Land which is delivered and Possession to the Church Wardens of my above Mortgage Bond Premises Received of them the Sum of 150 One Hundred and Fifty Star Pagodas Current Money of Madras which Sum I promise to pay at a Year with the said Interest as may become Due thereon after the Rate of 9 p Cent p Annum Out of the produce or any other Effects I am Entitled of my above Mortgage Premises Bond Dues Rights and Demands Hereby Mortgaged Sold and Delivered to the said Conjeeveram Candapatti Mudaliy and others Trustees Deputies Settled for the Black Land and Possession Given by me Executed this Deed of Mortgage Sale and Delivery in Presence of Witnesses

Arunachella Stalley Son of Mootoocrapilla Conjeeveram Vepery

Witness Signed

Paramanat

Sadasiva

Signed Arunachella

I Arunachella Stalley Son of Mootoocrapilla Conjeeveram Vepery do Declare in the Malabar Language by Sadasiva the Interpreter

Signed Arunachella

Before me

Wm Dallas

Mayor for the Corpn

(457)

Mayor's Court at Madras pattanam

Tuesday the 2d Day of June Anno Domini 1778

Present

James Call Esquire Mayor

George Proctor and Edw. Saunders

Aldermen

Between Arthur Philips Fabricius Son of the English Missionary at Vepery Complainant and Arunachella Stalley of the Same Place Inhabitant Defendant

Upon 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 thereupon Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Ninety Two Pagodas and Twenty Fanams Rds 192.20 Together with all such Interest as now is or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

By the Court

Filed the 4th Nov. 1811

To the Honble the Mayor Court at Madraspatam

Humble Complaining

Shewn unto Your Honble Court Your Orator Venkatachellum Mudeliar of Madras Merchant by his Attorney William Edwards of the same Place aforesaid Writer That Wenkatachel Balakadoo alias of the same Place Inhabitant Indebted unto Your Orator in the Sum of Two Thousand Pagodas Current Money of Madras Making in the Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Eight Hundred Pounds as well More fully and Clearly Appears by Some Letters & a Mortgage Bond or Obligation with Assignment and Power of Attorney hereunto Annexed Reference being had thereto Your Orator Craves Leave to Produce at the Hearing of this Suit Your Orator's Bill of Complaint the Original Mortgage Bond Assignment and Power of Attorney being in Court Ready to be produced for the Inspection of the Honble Court if Required And Your Orator further Shews unto the Honble Court that he hath frequently and Since Demanded the Said Wenkatachel Balakadoo the Sum of Two Thousand Pagodas

But Now so it is May it please this Honble Court the said Wenkatachel Balakadoo Obstinately and Wilfully Refuses the same to be given Your Orator Any Manner of Satisfaction for the Premises Your Orator therefore Prays a Writ of Subpoena to Issue out of this Honble Court Directed to the said Wenkatachel Balakadoo Commanding him thereby Personally to be and Appear before this Honble Court at a Certain Time and Place therein to be Limited then and there to Answer the Premises and to Stand to Perform and Abide by such Order Direction and Decree therein as to this Honble Court shall Seem Meet Equity and Good Conscience To the End therefore that the said Wenkatachel Balakadoo May Appear to this Honble Court to the Premises and Stand to Perform and Abide by such Order Direction and Decree therein as to this Honble Court shall Seem Meet and pay Costs 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 Thousand Pagodas with all such Interest as now is or shall Hereafter become due thereupon & to all Costs of this Suit

May it please this Honble Court to Cause the said Wenkatachel Balakadoo to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatam and the Districts thereof Personally to be and Appear before this Honble Court at Such Time and Place as by this Honble Court shall be Appointed & there and then to Answer to the Premises and to Stand to Perform and Abide by such Order Direction and Decree therein as to this Honble Court shall Seem Meet

John Sykes
Attorney for the Complainant

Translation of a Cazeat Written Instrument

This in the Year 1802 and on the Months of February and the 25th Day of the said Months Answering to the 16th Year of the Cyclic Year 4776 in the Months of February and on the 3rd Day of the said Months Wenkatachel Ballakaddoo of Madras do hereby Grant this Instrument to Cannan Cannuda Modelly of the same Place that Today Today My House Situate in Vannian Street to the Eastward of Gangadeel Rangnadas House and to the westward of Mungaloor Gangadeel Rangnadas House and to the Southward of Mungaloor Gangadeel Rangnadas House I do hereby Mortgage to Him with the two written Englishe Title Deeds Money and Bonds Received of Him that I

Sum of 2000 Star Pagodas Current Money of Madras to be paid
after the Rate of 12 ⅌ Cent ⅌ Annum, and Together with Madras
Date bearing the Interest and Interest thereon hereby
Redemption and Terms, and Little Dues Thereof Clauses
Condition Void else to Remain

Witnesses
George Lord Pennycuick
Thomas Venugopaul

Signed & Executed by Venkatachel Ballabdoss

Drawn and Signed by Venugopaul Servant to Executor
behalf of the said Venkatachel Ballabdoss

The foregoing recited Bond Obligation Condition or Writing
the Original and the Original Language

John Parker
Attorney for the Crown

Know all Men by these Presents that I Venkatachel Ballabdoss of Madras Inhabitant Native Merchant
bearing Date the Fifth of February in the Year of our Lord One
Seven Hundred and Seventy Six for the Principal Sum of Six
Thousand Pagodas Current Money of Madras and Interest
and Penalties Common Mondellies of Madras Mentioned
Whereas the said Penalties Common Mondellies
Condition to be void on Payment by the said William Lowrick
aforesaid Executors Administrators or Assigns to the Obligee
the Receipt whereof the said Penalties Common Mondellies
hereby Acknowledged Said Penalties Common Mondellies

hath Assigned Transferred and Delivered unto the said William Lowrick
the said Bond and the Money or Amount Principal of the said Bond and
Interest thereon now Due and owing or which May at any time hereafter
after become Due thereon and all the Right Title and Interest of the said
to the same and every part thereof And the said Penalties Common Mondel
hath for the Consideration aforesaid hath Made Constituted and Appointed
who and by these Presents doth make Constitute and Appoint the
said William Lowrick his Executors or Administrators his true and
Lawfull Attorney and Attorneys Irrevocable for him and in his Name
for the Sole and proper Use and benefit of the said William Lowrick
his Executors Administrators or Assigns to Ask Require Demand
and Receive of the said Venkatachel Ballabdoss his Heirs Executors or
on their Payment thereof the said William Lowrick and Payment thereof
Administrators to Give full and Sufficient Release and
to Discharge the said Bond and Every Sufficient Release and
Discharges thereof or Attorneys or Attorneys under him to make
Condition Void and Appointed And on behalf the said William Lowrick his
Attorney or Attorneys under him shall Lawfully do in the Premises
the said Penalties Common Mondellies Hereby Ratifying allowing and
confirming And the said Penalties Common Mondellies Hereby
Covenant with the said William Lowrick that the said Penalties
Common Mondellies hath not Received or will Receive the Money due or hereafter
to become Due on the said Bond or any part thereof Neither shall or will
Release or Discharge the same or any part thereof but will Remain and Allow of
all Lawfull Proceedings for the Recovery thereof to the said William Lowrick
saving the said Penalties Common Mondellies harmless of and from any
Costs

(256)

Court that the said Defendant has not Made any Appearance in this Court
to Answer the Complainants Bill This Court doth therefore think fit
to Order and Decree and doth Accordingly Order and Decree that the
Defendant do pay unto the Complainant the full and Just Sum of
Two Thousand Pagodas of Pag.s 2000 - - Together with all Costs
Interest as now is or shall Accrue thereon Due thereon and till full
Payment be made Also all Costs of this Suit

Ent.

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful
Court Your Orator Pramdass Comarro Merchant of Madras Merchant
but now Attorney William Lewis of the same place a Foreign Inhabitant
That Pandurangroy and Comarry also Foreigners Inhabiting and Residing
Indebted unto Your Orator in the full and Just Sum of Three hundred
and fifty Pagodas Current Money of Madras making in Sterling Money
of Great Britain at the rate of Eight Shillings for every Pagoda the
Sum of One hundred and forty Pounds as in Manner fully and at large
Appears by Translate of a Mortgage Bond or Obligation and Deed
an Assignment with a Power of Attorney hereunto Annexed for the
Inspection of this Worshipful Court and which Your Orator Prays may be
Admitted as part of this his Bill of Complaint The Original Mortgage
Bond or Obligation and new Assignment with Power of Attorney being
in Your Orator's Attorneys Custody and Ready to be produced for the
Inspection of this Worshipful Court If Required and Your Orator further
Shews unto this Worshipful Court that he hath frequently and Instant
Demands Payment from the said Pandurangroy and Comarry
Which is Refused Payment

Learning

(256)

Court that every Inquiry be made into the Losses
Pounbroo Company sustained by the Rebellion
Madras is forced in this Year and the Year
One Thousand Seven Hundred and Seventy Four

Lionel Stanford and
Partners on the Pounbroo
Estate

Comp.ts

Mayor's Court at
Madraspatnam

Tuesday the
2nd June

Present

James Call Esquire Mayor
Edwd Saxton Holland
Aldermen

Appeared in Court the Sons of Sir
Lionel Stanford Deceased and
Partners in the Pounbroo Estate
and Exhibited their Bill of Complaint
against Pannamsawmy Chingelapy
Defendant and Prayed Process
of Subpoena to issue against him
returnable Instanter which is
granted

(257)

Effects and that the Defendant has not Made Any Appearance in this Court to Answer the Complainants Bill This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant Do Pay unto the Complainant the Sum of and Just Sum of Two Thousand Pagodas of Pag.s 2000 - Together with the Interest as now is or shall Become due thereon Due Thereunto and the Costs of Suit to be made Also all Costs of this Suit

And

To the Worshipful the Mayors
Court at Madraspatnam

Humble Complaining Sheweth unto this Worshipful Court Your Orator Pounbroo Company of Madras Merchant by his Attorney William Lewick of the same place a Free Inhabitant and Freeman of the same place Inhabitant and Freeman of the same place Inhabitants and Freemen of the said Company as they are Joynt Partners in the Pounbroo Estate Lately Deceased Humbly Complaining Sheweth unto this Worshipful Court that Whereas the late Sir Lionel Stanford Baronet Deceased in his Lifetime and at the time of his Death was Justly and Truly Indebted unto Your Orator in the Sum of Sicca Rupees Current Money of Madras making in Sterling Money Two Thousand Pagodas Current Money of Madras making in Sterling Money Seventy Pagodas of Gold Current at the rate of Eight Shillings Sterling Money Per Pagoda for Value Received at the rate of Eight Shillings Sterling Money Per Pagoda the Sum of One Hundred and Sixty Pounds as per Mercantile Account Current Duly and Truly Stated and Adjusted by and between the said Sir Lionel Stanford Deceased in his Lifetime and Your Orator and Signed by the said Sir Lionel Stanford Deceased in his Lifetime and Delivered unto Your Orator as Part of the Joint Effects of the said Sir Lionel Stanford Deceased and Your Orator and Partners in the Pounbroo Estate and Your Orator Also Lent and Advanced unto the said Sir Lionel Stanford Deceased in his Lifetime and at the time of his Death Sundry Sums of Money Amounting in the Whole to the Sum of Sicca Rupees Current Money of Madras making in Sterling Money Two Thousand

Common of the said Sum of three hundred and fifty Pounds

Bulmer Esqr Mayor Thereof the Hustle Court

Leet and Sandavorgan Common Obstruably and carefully to

Enquire into and to Present in Your Court according to the Custom and Manner of the Jurisdiction thereby

the Common Law Custom thereof Power & Control of the Jurisdiction

Such as to this Hustle Court Belongeth All Negligences Omissions & Defaults

and Common Nuisances To the End that upon that the said Sandavorgan

Common may upon their Corporal Oaths faithfully Present and Inquire

of all such Matters and Things as concern the Office and Duty of

the said Sandavorgan Common and the Ways how and

in what manner the same Offences Misdemeanors and Nuisances

and Purposes aforesaid have been Acted Done and Committed

Sandavorgan Deed that they may be Duly and Legally Sworn Each

of them for the Jurisdiction of Thirty Pounds and fifty Pounds and that

Inhabitant Common or Sandavorgan of the Said

City of Glasgow

Daniel Dunn the Hustle Court Keeper

Sandavorgan Common to be Summoned and Impannelled

Sheriff of Lord Saint George Lord of Hodsgatetown and

Town of Common Hall to appear before the Hustle Court of

Leet and Law to be by the Hustle Court Sworn and Impannelled

Truth and there to Answer their Own Custom Oath of Complaints

for their Inhabitants and Others to be Sandavorgan Common

to their Hustle Court Shall Come Wait

John Lyle

Mayor for the Complainant

1st September 1775

Sandavorgan Common the Jury Underspecified hereby

Acknowledge to have Given their Mortgage Bond to Common Commonalty

Bearing Date the Twenty Eight Day of August Current having Recommended

Payment of Now the Sum of £50. Sterling for Securing the Payment

thereof by Mortgage and Assignation Containing Power and Consent

to Record the Same in the Books of Council and Session or Other Proper Books

Competent that Title Deeds thereof which are Stated in the Said Bond

and that the Same may be Recorded in Due Form of Law as by the Said

Bond Reference being had thereto will more fully Appear which Bond

is Dated the 29th day of August Last and Granted in Favour of the

Common and the Said Bond is to be Delivered up to the Said Sandavorgan

to be Recorded the 30th September Instant Dated at Glasgow

the Day and Year Above Mentioned

(Signed) Sandavorgan

Hodsgate Common

This Jury was Sworn and Impannelled by the Underspecified

Original in the Hustle Court Book

John Lyle

Mayor for the Complainant

Sandavorgan Common

Hodsgate Common

Daniel Dunn Esqr Provost of the Royal Burgh of Glasgow Coroner

Hodsgate Common and Justice of the Peace for the Same

Our Sovereign Lord the King's Coroner Within the Said Royal Burgh

of Glasgow and Liberties Thereof Lawfully Elected Sworn and Admitted

and Duly Commissionated Conform to Commission Under the Great Seal

of Great Britain Bearing Date the Twenty Fifth Day of March One Thousand

Seven Hundred and Seventy Four Years and Now Duly Commissionated

Inhabitant

Singleton

Mayors Court
Madrasapatnam

Tuesday the 5th Day of June
Anno Domini 1798

Present

James Call Esquire Mayor
Edw. John Holland and George Jasmett
Aldermen

Between Pourbaw Comaro
Mudliar by his Attorney William
Lewis Jr. Native Inhabitant Merchan-
and Sundromien Gramony of
the Jaghire Inhabitant Defendant
And the Records of this Court that the Space of

Appearing by the

Filed this 4th June 1771

To the Honble the Judges of
Court of Exchequer

Humbly Complaining Sheweth unto
Your Honor Orator Thomas Cramer Harbottle of
Lyon Inn in the Parish of St Clement Danes in the
County of Middlesex Gentleman Plaintiff
That Peter Simpson late of the same Place aforesaid
and Your Orator in the Life time of the said
Peter Simpson Deceased Duly made his Promissory
Note in Writing bearing Date the Twenty Fifth
Day of March 1768 whereby he the said Peter
Simpson Deceased Promised to pay unto Your
Orator or his Order the Sum of Three Hundred
and Thirty three Pounds Six Shillings and Eight
Pence for Value Received And Your Orator
further Sheweth that the said Peter Simpson
Deceased Departed this Life on or about the
Day of in the Year of our Lord
One Thousand Seven Hundred and Seventy
leaving the said Promissory Note unsatisfied
and unpaid And Your Orator further Sheweth
that he hath frequently applied to and requested
the Executors of the said Peter Simpson Deceased
to pay him the said Sum of Three Hundred and
Thirty three Pounds Six Shillings and Eight
Pence but they have refused and still refuse so
to do To the End therefore that the said
Executors may be compelled to pay Your Orator
the said Sum of Three Hundred and Thirty three
Pounds Six Shillings and Eight Pence with
Interest for the same from the Time of the
Death of the said Peter Simpson Deceased
and may also pay Your Orator his Costs in
this behalf expended May it please Your
Honors to grant unto Your Orator His Majesty's
most gracious Writ of Subpoena to be directed
to the said Executors thereby commanding them
and every of them at a certain Day and under
a certain Pain therein to be limited personally
to appear before Your Honors in this Court
and then and there to answer all and singular
the Premises and to stand to perform and abide
such Order and Decree therein as to Your
Honors shall seem meet And Your Orator
shall ever pray &c

Thos Harbottle

(463)

the said Peter Simpson Deceased of the said Sum of One Thousand Five Hundred and Thirty three Pounds Six Shillings and Eight Pence and Interest for the same

Bill Nov. 1771. And that the said Executors may be compelled to pay the same unto Your Orator and may answer the Premises and abide such Order therein as Your Honors shall think fit And that Your Orator may have such further and other Relief in the Premises as the Nature of his Case may require And as in Duty bound will ever pray &c

To the End that the said Peter Simpson Deceased may upon his Corporal Oath fully true and perfect Answer make to all and singular the Matters and things herein before set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the same were herein Severally and Particularly Interrogated and that the said Peter Simpson Deceased may be decreed by this Honble Court to pay unto Your Orator the aforesaid Sum of One Thousand Five Hundred and Thirty three Pounds Six Shillings and Eight Pence with Interest for the same from the Time of the Death of the said Peter Simpson Deceased and may also pay unto Your Orator his Costs in this behalf expended And that Your Orator may have such further and other Relief in the Premises as the Nature of his Case may require and as to this Honble Court shall seem meet

John Sykes
Attorney for the Complainant

Pray. Simpson } Subpoena to be Issued and Signed by the Sheriff of Post
Saint George } Surrey of the Complainant and the Defendants thereof severally to appear before this Honble Court at Certain Times and Days therein to be limited to answer the Premises and to stand to and abide such Order and Decree therein as to this Honble Court shall seem Meet

Court Exchequer Chamber 4th June 1771

John Sykes
Attorney for the Complainant

(465)

July 13th 1776

Pegue Senagopa to hereby Acknowledge to owe and stand Indebted unto Pomba Comaro Comadoo Merchant the Sum of Two Hundred Pagodas Current Money of Madrass for Value Received which I promise to pay unto the said Pomba Comaro Comadoo his Executors Administrators or Assigns on Demand, this Bond being Executed by

James Adam Legonadam

Witnesses

Pegue Senagopa

Sevenasamy Comarachetty Modelliar

Adam Lloyd Veerapadam

July 13th 1776

I Pegue Senagopa do hereby Acknowledge to owe and stand Indebted unto Pomba Comaro Comadoo Merchant of Madrass Merchant the Sum of Two Hundred and Sixty Pagodas for Securing the Payment of which Sum I have Mortgaged and Assigned to Pomba Comaro Comadoo aforesaid my Garden situate at Vepery Madrass aforesaid bounded to the East by the Garden of Pomba Comaro Comadoo aforesaid to the West by the Garden of Pomba Comaro Comadoo aforesaid to the North by the Garden of Pomba Comaro Comadoo aforesaid and to the South by the Garden of Pomba Comaro Comadoo aforesaid and also my Garden situate at Vepery

(1664)

Mayor's Court
Madraspatnam

Tuesday the 9th Day of June
Anno Domini 1778

Present

James Call Esquire Mayor
Edwd. & John Holland and George Isaac Nell
Aldermen

Between Lambton Cannon
Merchant of Madras Merchant by his
Attorney William Limrick of the same
Place Inhabitant Complainant and
Pyne Annaguny Thomas Pyne
Merchant Defendant

It Appearing by the Records of this Court that
the Space of Six Months the time Limitted by the Charter of
Elizabeth since the Issue of the Warrant of Separation issued Against
the Defendants Effects and that the Defendant had not made any
Appearance in Court to Answer the Complainants Bill of this Court
Ordered therefore that the Defendant shall
pay unto the Complainant the full and Just Sum of Three Thousand
Five Hundred and Sixty three Pagodas Two Fanams and Fifty
Cash / Pags. 3563. 32. 50 / together with all such Interest as now
is or shall hereafter become Due thereon with the full Expences made
in or shall Costs of this Suit

Allowed

(1665)

Memorandum that Lambton Cannon Merchant by his Attorney William Limrick of the same Place Inhabitant Complainant and Pyne Annaguny Thomas Pyne Merchant Defendant Appeared Attorney or Attorneys under his hand Seal or Seals Constituted Appointed and Authorized the said William Limrick his Attorney or Attorneys under him for him and in his Name to Sue for Recover and Receive of and from all and every Person and Persons Bodies Politick and Corporate whatsoever all and every Sum and Sums of Money Debts Goods Wares Merchandizes Effects Estate Claim and Demand whatsoever which now are or hereafter shall become Due Owing Payable Belonging or Appertaining unto the said Lambton Cannon Merchant by Bill Bond Book Account Note of Hand Bill of Exchange Letter of Attorney Judgment Execution Decree or any other Lawful Ways or Means whatsoever and upon Payment or Satisfaction thereof or any part thereof for the said Lambton Cannon Merchant to Acquit Release and Discharge the Person and Persons Bodies Politick and Corporate so Paying or Satisfying the same and in Default of such Payment or Satisfaction for the said Lambton Cannon Merchant to Commence and Prosecute any Action or Actions Suit or Suits Bill or Bills Plaint or Plaints in the Court of Choultry of Madraspatnam or any other Court or Courts of Judicature whatsoever and there to Implead Sue and Prosecute to Judgment and Execution and Generally for the said Lambton Cannon Merchant and in his Name to do perform and Execute all and every such Act and Acts Thing and Things Deed and Deeds Matter and Business whatsoever touching or concerning the Premises as fully and Effectually to all Intents and Purposes as the said Lambton Cannon Merchant could do if he was personally present and Acting the same and Ratifying and Confirming whatsoever the said William Limrick his Attorney or Attorneys shall Lawfully do or cause to be done in the Premises by Virtue of these Presents Witness my Hand and Seal this Twenty fifth Day of January in the Year of our Lord One Thousand Seven Hundred and Seventy Eight

Signed Sealed and
Delivered in the Presence of
Pynaman Swamy
Thompson

Lambton Cannon

(162)

1st June 1773

To the Honble The Mayor
Court at Madrapatam

Humble Complaining Sheweth to this Honble Court Your Orator Commodore Thomas of Madras Inhabitant there & Attorney at Law Humphrey Cooke of the same Place Inhabitant that by Virtue of a Power of Attorney to him Executed by Joseph Pagodas Thirty Nine Fanams and Fifty Cash Inhabitant of Conjeveram Dated the Eighth Day of May last Past Your Orator did on the Behalf of the said Joseph Pagodas Thirty Nine Fanams and Fifty Cash Commence a Suit at Law against Peter Bertrand of Madras Merchant for the Sum of Twenty Three Pounds Three Shillings and Two Pence Three Bankers Rupees Money lent and Advanced and on Assignment thereof and Credit and Power delivered to the said Attorney Servant Employed for the Complainant by the said Court which said Power and Assignment Your Orator is ready to produce in this Honble Court as this Honble Court shall Direct and Require Nevertheless the said Peter Bertrand Combining & Confederating with Divers Persons to Your Orator unknown hath Suppressed the said Power and Assignment and Refuses to Answer the same

But now so it is that the said Peter Bertrand Pretending Ignorance of the Premises and Refusing to Answer the same to Your Orator and Intending Craftily and Deceitfully to Defraud Your Orator in the Premises Combining & Confederating with Divers Persons to Your Orator unknown Refuses to Pay the said Sum of Twenty Three Pounds Three Shillings and Two Pence Three Bankers Rupees and Interest thereon although Frequently Requested so to do

To the End therefore that the said Peter Bertrand may be Compelled to Answer the Premises upon his Corporal Oath and to Pay the said Sum of Twenty Three Pounds Three Shillings and Two Pence Three Bankers Rupees with Interest thereon and Costs of Suit

May it Please this Honble Court to Grant Your Orator the Writ of Subpoena to be Directed to the said Peter Bertrand Commanding him thereby to be and Appear before this Honble Court at a Certain Time and Day to be Limited by this Honble Court Personally and Oppressed thereunto to be by this Honble Court Personally and Oppressed thereunto to be 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

Daniel Shaw
Attorney for the Complainant

(163)

1st June 1773

Personally Came before me the Subscriber one of the Mayor's Peons of Madras Thomas Humphrey Cooke Attorney at Law and Complainant's Attorney in the Suit of this Demand and Did Make Oath to the Truth of this Demand and that the Sum Therein Demanded is Justly Due and Owing by the Defendant and that the Defendant is not Resident within the Jurisdiction of this Honble Court to the Knowledge of the Deponent and that a Bill of Complaint is Filed against him in the Honble Court and Prays a Writ of Subpoena to Issue Returnable Immediately and Warrant of Arrest Forthwith

James Call
Peon

Hannapah

1770

August 10th To Cash Paid Mr. Thos. Lee ... 12 6 2

To Subsistance Pay for 28 days from 10th August 1770 to 6th May 1771 at 1/ per Day for 9 Months and 6 days at 12/ Cent. per Annum ... 12 2 6

To Pillage Pay for 28 days from 10th August 1770 to 6th May 1771 at 1/ per Diem for 9 Months ... 9 15 0

Pounds 37 3 6

Hudson 12th May 1771

Errors Excepted

Josiah Bayley

Whereas Hannah Bayley of Hunterdon County and Province of New Jersey Widow and Relict of Josiah Bayley late of the County and Province aforesaid Yeoman deceased Intestate and Administratrix of the Goods and Chattels Rights and Credits which were of the said Josiah Bayley deceased at the time of his Death hath exhibited into the Court of Chancery of New Jersey aforesaid sitting in Equity her Petition setting forth that the said Josiah Bayley in his Lifetime and at the time of his Death was seized and possessed of a Tract or Parcel of Land and Premises situate lying and being in the County of Hunterdon aforesaid containing about Two Hundred and Fifty Acres be the same more or less bounded as follows Beginning at a Corner of Land late of Thomas Lee deceased and now in the Occupation of Thomas Lee Junior thence by Land late of the said Thomas Lee deceased and now in the Occupation of the said Thomas Lee Junior North Forty Degrees West Two Hundred and Forty Perches to a Corner of Land late of Thomas Lee deceased and now in the Occupation of Thomas Lee Junior aforesaid thence by Land late of the said Thomas Lee deceased and now in the Occupation of the said Thomas Lee Junior South Fifty Degrees West Two Hundred and Forty Perches to a Corner of Land late of the said Thomas Lee deceased and now in the Occupation of the said Thomas Lee Junior thence by Land late of the said Thomas Lee deceased and now in the Occupation of the said Thomas Lee Junior South Forty Degrees East Two Hundred and Forty Perches to a Corner of Land late of the said Thomas Lee deceased and now in the Occupation of the said Thomas Lee Junior thence by Land late of the said Thomas Lee deceased and now in the Occupation of the said Thomas Lee Junior North Fifty Degrees East Two Hundred and Forty Perches to the Beginning Corner aforesaid containing about Two Hundred and Fifty Acres be the same more or less Together with all Houses Buildings Orchards Gardens Fences Ways Waters Water Courses Profits Commodities Hereditaments and Appurtenances to the same belonging or appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and all the Estate Right Title Interest Property Claim and Demand whatsoever of him the said Josiah Bayley deceased of in and to the same and every Part and Parcel thereof with the Appurtenances And whereas the said Josiah Bayley deceased

Mayor's Court at Madraspatnam

Present

James Call Esqre Mayor
Edwd John Holland & George Jarrett
Aldermen

Between [illegible] by Power of Attorney, Inhabitant of Madras Inhabitant Complainant and [illegible] Inhabitant Defendant

The Defendant having been Cited and Attached by the Bailiff of the Court to Answer the Complainants Demand this Court doth therefore Award & Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Fifty Seven Pagodas Eight Fanams and Fifty Cash being £ 23. 5. 50 Sterling with all such Interest as may be due thereon during the Time such Sum and Interest remains unpaid and all Costs of this Suit

Fiat Curt

Fiat 11th Jan 1787

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

Humbly Complaining Sheweth unto this Honble Court Your Orator Jarganaden Salve of Madras Merchant that Abraham Cuis Lemany Chetty of the Kingdom of Arakan but late of Madras Merchant Did some time in the Months of January in the Year of Our Lord One Thousand Seven Hundred and Seventy Seven Pagodas by Three Bonds or Obligations Dated at Arakan the Sum of Forty Eight Seven Pagodas and Fanams of Coja

Kingdom of Pegu was order to be transported to Madras Your Orator further Shewth that the said Cathcart Brainard & Broom after Consigned the said Bales of Rubys as aforesaid they deposited Obligations with the Ships Elect Lobon & Blyth Commanders thereof from Rangoon to Madras the said Robert Blyth the Signers Bills of Lading for the same Your Orator Shewth that on Receipt of the Aforesaid from Rangoon he did Apply to the said Robert Blyth who Arrived at Madras in the Month of March last for the said Bales of Rubys pursuant to the said Bills of Lading & by them Legal advice to Entitle Your Orator Shew that he was going to demand the said Bills of Lading and Your Orator paying the Freight thereof Further Sheweth that soon after the Receipt of the said Bales of Rubys he Applied as Consignee and Holder of the said Obligations to the said Jonnary Chitty to pay the said Sum of Silver as also the Charges of Freight making together the Sum of One Thousand One Hundred and Thirty two Star Pagodas which at the Rate of Eight Shillings for every Pagoda Makes the Sum of Five Hundred and fifty two Pounds and Sixteen Shillings of Lawfull Money of Great Britain, as will more fully Appear by and Recourse thereunto Reference being had to the said Obligations and take away the said Rubys and to Contain Rubies which the said Jonnary Chitty pretended he did and frequently brought Merchants to enquire what Rubys he had Jonnary to Exchange the Amount of the said Obligations the said Gentlemans Order, Your Orator further Sheweth that he frequently and in particular on the 9th Instant Requested of the said Jonnary Chitty to take up the said Bales as also to Exchange the said Obligations pursuant to the Tenor thereof But so it is True it is the said Jonnary Chitty Obstinately and Wilfully & your Orator

9th January 1834
Thos Watson Chamberlain
Jno Saltmarshe
Andrew Marindin
Regr

Your Orator any manner of Satisfaction for the said Rubys or the Value thereof although often thereunto Requested but the said Jonnary Chitty Combining and Confederating with Persons unknown to your Orator to Defraud him of the said Rubys or the Value thereof Pretends that the said Obligations are Lost or Mislaid and refuses to deliver up the same to your Orator although he the said Jonnary Chitty has not any Claim or Demand upon your Orator for the said Rubys or any Part thereof but the same are wholly due and owing to your Orator as aforesaid and he the said Jonnary Chitty well knows the same but Contriving how to Defraud your Orator of the same or Exchange the same for Money or Goods for his own Use and Benefit he the said Jonnary Chitty refuses to deliver up the said Obligations or to Exchange the same for your Orator although he the said Jonnary Chitty has been often thereunto Requested by your Orator and Your Orator Charges and Avers that the said Jonnary Chitty has the said Obligations in his Custody or Power and refuses to deliver up the same to your Orator

Mayor's Court
Madras Fort Saint George

Tuesday the 24th Day of March
Anno Domini 1778

Present

L.S.

James Call Esquire Mayor
John Turing George Proctor
George Taswell and Edward Carwon
Aldermen

Between Sargent Salter of
Madras Merchant Complainant and
Seaman Chitty of the Kingdom of
Great Britain Mariner Merchant
Defendant

Upon reading the Records of this Court
wherein was Entered by the Worshipful
Charles Joy Esquire the Return of the Warrant of Attachment
issued against the Defendant Effects and that the Defendant
hath not made any appearance nor Put in Answer thereto
Pursuant to the Order and Decree
of this Court of the Thirteenth Instant
and the Proclamation Order and Decree that the Defendant
Shd Appear unto the Complainants Bill and Last Day of this
Mayors Court by Two of the Clock in the Afternoon
Now and One Hundred and Sixty Two Pagodas 162 of
together with all such Interest as shall thereupon
Due thereunto and Costs of Suit
Do Decree

Seaman Chitty Dr

1777
June 5th To Cash Paid for Attachment by Cyr Lemaire ... 100
To Ditto Paid Peter Rutherford ... 12
To Ditto Paid Sargent Salter ... 162
Errors Excepted ... 274

Fort St George
June 24th 1778

Sargent Salter

gaited and that the may be Decreed to pay unto Your Orator the
aforesaid Sum of Eight Hundred and Eighty four Pagodas
Twenty seven Fanams and forty Cash together with all such
Interest as now is or shall hereafter become due thereon also all
Costs of this Suit

Wherefore May it Please this Honble Court to Cause
the said Vencatapatty Pillah to be Summoned and Required by
the Sheriff of Fort Saint George Town of Madraspatnam and
the Districts thereof Personally to be and Appear before this
Honble Court at a Certain time and place to be by this Honble
Court for that purpose Limited and Appointed then and there to Answer this
Your Orators Bill of Complaint and further to stand to and
Abide by such Order and Decree therein as to this Honble
Court shall Seem Meet

H. Dillon
Atty for the Compt.

9th February 1778

This is to Certify that this Bill was sworn to
and the Case of Abscondment and the Complainant
taking Oath to the Truth of his Demand and that he has
reason to believe that the Defendant Will depart from
the Limits of this Court pending this Bill
this Court is desirous of this Court to prosecute any Writ Summons and Warrants of
is filed against them, let Summons and Warrants of
Arrest issue returnable Immediately

James Call
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 6th Day of April Anno Domini 1773

Present

L.S. James Call Esquire Mayor
John Irving and George Taswell
Aldermen

Between William Carlile of Madras Merchant Complainant and Vecatapatty Pillah of Triviconee Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been given for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court do Therefore first Think fit the Order and Decree and do this Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Eight Hundred and Eighty four Pagodas Twenty four Fanams and forty Cash (Pag. 884.24.40) Together with all Costs Interest as now is or shall Hereafter become due thereon until full Payment is made also all Costs of this Suit

By Court

Manscapach

1770

August 10. To Cash Lent Your Honour Esq. ... 20.
10.

To Interest on Pounds 20 from 10th August 1770 to 16th May 1772 ... 1 2 6 40
1 Year 9 Months and 6 Days at 12 p Cent p Annum

To Diet ... from 10th August 1770 to 16th May 1772 ... 9. 13. 10
1 Year 9 Months at ...

2. 3. 0

Pounds 2. 3. 0

Errors Excepted

Know all Men by these Presents that We
Thomas Manscapach Esquire Lieutenant
in the Honourable Company's Service on the Bengal Establishment
Edward Wallis Esquire Commander of the Ship
called the Prince of Wales now lying in the River of Hugly
Captain Wallis Commander of the Ship called the Duke of Grafton
now lying in the River of Hugly aforesaid
Captain Wallis Commander of the Ship called the Duke of Grafton
now lying in the River of Hugly aforesaid
and Adolphus Dalrymple Esquire Commander of the Ship called the
Lord Camden now lying in the River of Hugly aforesaid
are held and firmly bound unto the Honourable United Company of
Merchants of England trading to the East Indies in the Sum of
Pounds Sterling of lawful Money of Great Britain to be paid to the
said United Company their Successors or Assigns for which Payment
well and truly to be made We bind ourselves and each of us in the
whole our and each of our Heirs Executors and Administrators
jointly and severally firmly by these Presents Sealed with our Seals
and dated this Day of in the Year of our Lord One
Thousand Seven Hundred and Seventy

The Condition of this Obligation is such That if the above bounden
Thomas Manscapach his Executors Administrators or Assigns
do and shall well and truly pay or cause to be paid unto the above
named United Company their Successors or Assigns the full and just
Sum of Pounds Sterling of lawful Money of Great Britain
with Interest for the same at the Rate of Twelve Pounds per Centum
per Annum on or before the Day of which will be in the Year
of our Lord One Thousand Seven Hundred and Seventy Three
without Fraud Delay or further Coverture then this Obligation to be
void and of none Effect or else to remain in full Force and Virtue

Sealed and Delivered
in the Presence of

Manscapach and his Heirs Executors and Administrators Lieutenant Edward Wallis Commander of the Ship called the Prince of Wales now lying in the River of Hugly aforesaid Captain Wallis Commander of the Ship called the Duke of Grafton now lying in the River of Hugly aforesaid and Adolphus Dalrymple Esquire Commander of the Ship called the Lord Camden now lying in the River of Hugly aforesaid and their Executors Administrators and Assigns and every of them shall and will from time to time and at all times hereafter well and sufficiently save defend keep harmless and indemnified the said Thomas Manscapach his Executors and Administrators and all and every his Goods and Chattels Lands and Tenements for from and against all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which now are or hereafter shall or may be had commenced sued or prosecuted against him the said Thomas Manscapach his Executors Administrators or Assigns or any of them for or by reason or on account of the Premises or any part thereof and also shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said Thomas Manscapach his Executors Administrators or Assigns all such Sum and Sums of Money as he the said Thomas Manscapach his Executors Administrators or Assigns shall or may pay or be put unto for or by reason or on account of the Premises or any part thereof over and above the Sum of Pounds Sterling of lawful Money of Great Britain hereby secured to be paid by the said Thomas Manscapach his Executors Administrators or Assigns to the said United Company their Successors or Assigns and also shall and will from time to time and at all times hereafter well and truly save defend keep harmless and indemnified the said Edward Wallis Commander of the Ship called the Prince of Wales now lying in the River of Hugly aforesaid and his Executors Administrators and Assigns and every of them of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which now are or hereafter shall or may be had commenced sued or prosecuted against him the said Edward Wallis Commander of the Ship called the Prince of Wales now lying in the River of Hugly aforesaid his Executors Administrators or Assigns or any of them for or by reason or on account of the Premises or any part thereof and also shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said Edward Wallis Commander of the Ship called the Prince of Wales now lying in the River of Hugly aforesaid his Executors Administrators or Assigns all such Sum and Sums of Money as he the said Edward Wallis Commander of the Ship called the Prince of Wales now lying in the River of Hugly aforesaid his Executors Administrators or Assigns shall or may pay or be put unto for or by reason or on account of the Premises or any part thereof over and above the Sum of Pounds Sterling of lawful Money of Great Britain hereby secured to be paid by the said Thomas Manscapach his Executors Administrators or Assigns to the said United Company their Successors or Assigns and also shall and will from time to time and at all times hereafter well and truly save defend keep harmless and indemnified the said Adolphus Dalrymple Commander of the Ship called the Lord Camden now lying in the River of Hugly aforesaid his Executors Administrators and Assigns and every of them of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which now are or hereafter shall or may be had commenced sued or prosecuted against him the said Adolphus Dalrymple Commander of the Ship called the Lord Camden now lying in the River of Hugly aforesaid his Executors Administrators or Assigns or any of them for or by reason or on account of the Premises or any part thereof and also shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said Adolphus Dalrymple Commander of the Ship called the Lord Camden now lying in the River of Hugly aforesaid his Executors Administrators or Assigns all such Sum and Sums of Money as he the said Adolphus Dalrymple Commander of the Ship called the Lord Camden now lying in the River of Hugly aforesaid his Executors Administrators or Assigns shall or may pay or be put unto for or by reason or on account of the Premises or any part thereof over and above the Sum of Pounds Sterling of lawful Money of Great Britain hereby secured to be paid by the said Thomas Manscapach his Executors Administrators or Assigns to the said United Company their Successors or Assigns and also shall and will from time to time and at all times hereafter well and truly save defend keep harmless and indemnified the said Thomas Manscapach his Executors Administrators and Assigns and every of them of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which now are or hereafter shall or may be had commenced sued or prosecuted against him the said Thomas Manscapach his Executors Administrators or Assigns or any of them for or by reason or on account of the Premises or any part thereof and also shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said Thomas Manscapach his Executors Administrators or Assigns all such Sum and Sums of Money as he the said Thomas Manscapach his Executors Administrators or Assigns shall or may pay or be put unto for or by reason or on account of the Premises or any part thereof over and above the Sum of Pounds Sterling of lawful Money of Great Britain hereby secured to be paid by the said Thomas Manscapach his Executors Administrators or Assigns to the said United Company their Successors or Assigns and also shall and will from time to time and at all times hereafter well and truly save defend keep harmless and indemnified the said United Company their Successors and Assigns and every of them of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which now are or hereafter shall or may be had commenced sued or prosecuted against them the said United Company their Successors or Assigns or any of them for or by reason or on account of the Premises or any part thereof and also shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said United Company their Successors or Assigns all such Sum and Sums of Money as they the said United Company their Successors or Assigns shall or may pay or be put unto for or by reason or on account of the Premises or any part thereof over and above the Sum of Pounds Sterling of lawful Money of Great Britain hereby secured to be paid by the said Thomas Manscapach his Executors Administrators or Assigns to the said United Company their Successors or Assigns and also shall and will from time to time and at all times hereafter well and truly save defend keep harmless and indemnified the said Thomas Manscapach his Executors Administrators and Assigns and every of them of and from all and all manner of Action and Actions Suits Bills Bonds Specialties Judgments Executions Extents Claims and Demands whatsoever which now are or hereafter shall or may be had commenced sued or prosecuted against him the said Thomas Manscapach his Executors Administrators or Assigns or any of them for or by reason or on account of the Premises or any part thereof and also shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said Thomas Manscapach his Executors Administrators or Assigns all such Sum and Sums of Money as he the said Thomas Manscapach his Executors Administrators

(670)