

1055

62

Between *Gandalore Sapeah* of
Moodeliar of Madras Substant
 Complainant and *Latchamey*
Administration of the Estate
 and Effects of *Annas* Decedent
 Defendant

On the Part of the Defendant

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

Cauropanah, *Moodeliar* Sonisply Substant of Madras aged
 twenty four years being produced as a Witness in this cause on the Part of the
 Defendant was on the tenth day of December One Thousand Seven Hundred
 and Ninety Six signified at the office of *W. John White* who is Attorney
 for the Complainant by *Caravah* my servant who also left him a note of
 the Name Title and place of abode of the said Defendant and afterwards on the
 same day being sworn and Examined deponeth as followeth. —

1st To the first Interrogatory this Deponent saith that he doth know
 the Complainant *Gandalore Sapeah* *Moodeliar* in this
 cause and that he hath so known him two years and that
 he doth know the Defendant *Latchamey* in this cause and
 that he hath so known her three years — and more he saith
 not to this first Interrogatory. —

3rd To the third Interrogatory this Deponent saith that the
 Intestate of the Defendant was some time about a Week
 previous to her disease invade and deranged in her intellects
 and continued so to the hour of her death that during the
 period of her being so deranged certain Persons but whom by

name this Deponent does not know - draw a paper writing
and whispered to the Defendants Intestate which this
Deponent supposed was to prevail in her to affix her Mark
to the same - and more he saith not to this or to the last
Interrogatory. -

George Lys
Esq.

Examiner

Between *Yondalove Suptah*
Modelliar of Madras Inhabitant
Complainant and *Letchumey Aminis-*
tratrix of the Estate and Effects of
Annoos Deceased Defendant.

Mayor Court at Madras at the

On the part of the Defendant

Depositions of Witnesses taken in this cause by and before
the Examiner in this Court as followeth. -

Ramanador, Modelliar Bullock Madras Inhabitant of Madras aged
Twenty five years or thereabouts being produced as a Witness in this cause on the
Part of the Defendant - was on the twelfth day of December one Thousand
Seven Hundred and Ninety Six. Signified at the office of *W. John White*
who is Attorney for the complainant by Casavary my servant who also left
him a Note of the Name title and place of abode of the said Deponent and
afterwards on the same day being sworn and Examined deposed as followeth. -

To the first Interrogatory this Deponent saith that he doth know
the Complainant *Yondalove Suptah Modelliar* in this cause and that
he hath so known him ten years and that he doth know

the

Filed 22. October 1795

To the Honourable the Mayor's
Court at Madraspatnam

Humbly complaining Sheweth unto this
Honble Court your Orator yendalori Sanyah Moduliar of
Madras Inhabitant that Lateherney of the same Place
Administratrix of all and singular the goods Chattels and
Credits of Annam late of Madras aforesaid Deceased stands
justly and truly indebted unto your Orator in the full and
just Sum of two Hundred and fifty Star Pagodas and
thirty four farans Current Money of Madras making
in Sterling Money of Great Britain at the Exchange
of Eight Shillings for every Pagoda the Sum of One Hundred
Pounds Six Shillings and Eleven pence or thereabouts, as
will more fully and at large appear by a Mortgage Bond
or writing Obligatory executed to your Orator by the said
Annam in her life time and bearing date the thirteenth day
of Margaly of Pramanducha Year answering to the
the twenty third day of December One Thousand Seven
Hundred and Ninety three in the principal Sum of
Two Hundred and five Star Pagodas and three quarters
of a Pagoda to be paid on or before the thirteenth day of
Vyangy of Annanda Year or tenth day of June One
Thousand Seven Hundred and Ninety four together
with Interest for the same in the mean time at and
after the rate of Twelve per cent per annum, and for
the better and more effectually securing to your Orator
the payment of the said Sum of two Hundred and five
Star Pagodas and three quarters of a Pagoda with
Interest thereof at the time aforesaid the said Annam
did by her said Bond or writing Obligatory Mortgage
unto

unto your Orator two Bills of Sale of a House and Ground
 in the said writing Obligatory particularly described and
 mentioned and in default of payment thereof the said Annam
 did thereby Authorise your Orator to sue her for recovery thereof
 in this Honorable Court and to cause the said Premises to be sold
 as by the said Writing Obligatory ready to be produced and
 proved whenever this Honorable Court shall require the
 same and as by a true and faithful copy of the Translation
 thereof and of an Account Current to this your Orator's Bill
 of Complaint annexed to which he humbly craves leave to
 refer and which he prays may be taken and received as part
 of this his Bill of Complaint and to which he humbly craves
 leave to refer the Originals thereof being ready to be produced
 when required will more fully appear and your Orator
 sheweth unto this Honorable Court that he hath frequently
 in a friendly manner applied to the said Latchumey as
 Administratrix as aforesaid to pay off and discharge the
 said Sum of two Hundred and Fifty Star Pagodas and
 thirty four fanams so due and owing to your Orator in
 manner aforesaid. But now so it is may it please this
 Honorable Court that the said Latchumey as Administratrix
 aforesaid to injure and defraud Your Orator refuses to pay
 your Orator the said Sum of two Hundred and Fifty Star
 Pagodas and thirty four fanams, or to give your Orator
 Satisfaction touching the Premises To the End therefore
 that the said Latchumey may upon her Corporal oath
 true direct and perfect Answer make to all and singular
 the premises, as fully and particularly as if the same
 were here again repeated and interrogated and that she
 the said Latchumey may as Administratrix aforesaid
 be Dured to pay unto your Orator the aforesaid Sum of
 Two Hundred and fifty Star Pagodas and thirty four fanams
 together

10
together with all such Interest as now is or shall hereafter
become due thereon untill full payment shall be made
and also all Costs and Expenses which your Orator shall
Sustain and be put to in Recovery thereof and that your Orator
may be further and otherwise relieved in the premises as
according to Equity and good Conscience and as the Nature
of his Case shall require.

May it Please this Honble Court to
cause the said Lathumey as Administratrix aforesaid
to be Summoned and Required by the Sheriff of Port 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

Port Saint George the 22^d day of October 1775
This Bill was shewn to me in the days of
Adjournment let a Summons issue
returnable next Court Day

John White atty for
the Compt

Benjⁿ Roebuck
Mayor

Langlathion

2
4
Translation of a Mortgage Bond Dated 12th Margasi
of Samundachari or 23rd December 1793.

I Amma of Madras do give this Mortgage
Bond to Yendalove Sanyal Modalliar of the same place
that is to say:-

In consequence of my urgent occasion I have
this day mortgaged to you the Choultry Bill of Sale of my
House, Situated in Bulluck Peoples Street South to the House
of Venkatachella Modalliar and North to the House of a Kama-
swaya Modalliar together with the Bill of Sale of the back
Yard Ground thereof and borrowed and received of you the
Sum of 205 $\frac{3}{4}$ Two Hundred and five $\frac{3}{4}$ Pagodas and
three Quarter current Money of Madras which Sum I
do hereby engage to repay you on or before the 30th Mangan
of Samunda or 10th June 1794 with all such Interest as
shall or may become due thereon at the rate of 12 per cent
per annum in default of which you are hereby empowered
to prosecute in the Honble the Mayor's Court and recover it
by disposing the premises that I have given this Mortgage
Bond to Sanyal Modalliar with my free will and consent
Witnesses Comore Rangaviar and Suravalla Modalliar
by their Knowledge this Mortgage Bond was drawn by
Serungan the Secretary of Cumnapaulcon:-

Witnesses signed
Co. Ranga Chauloo
Suravally

Marked Account
Above Translation as near as can be
from the Malabar Language

Rangasundara
Secretary
at a copy
John White for the English

Dr Lathumy

Administrative to the Estate and Effects of James Duncan in Account Current with
Gundalore, Jaypore, Moorliar

250.34

1793
December 23

To the amount principal of Mortgage
Bonds given and granted by the Durand
in his lifetime to one of the estate

250.34

1793

To of the interest on d. from 23rd Dec. 1793 to the
day is 1.9.27. at 10% per annum

45.2.44

250.34

250.34

250.34

250.34

250.34

5

Filed 8th December 1775

The General Replication of
Yundatore Tappah the Indian of Mass as
Inhabitant complainant to the General
Answer of Satchem of the same Mass
Administration of all and singular the
Goods chattels and credits of Satchem
Deceased Defendant.

This Replicant now and at all times here
after saving and reserving unto himself all and all manner
of benefit and advantage of Exception to the many Errors
untruths uncertainties Insufficiencies and Imperfections
in the said Answer contained for Replication thereto
Sith that his Bill of Complaint and all and singular
the matters and things therein contained are good true
certain and sufficient in the Law to be answered unto in
such manner and form as the same are therein used
thereby Set forth and alleged and that the Answer of the
said Defendant is very untrue evasive and insufficient
in the Law to be by this Replicant replied unto for divers
manifest imperfections and uncertainties therein contained

Which matters and things this Replicant
is ready and willing to over maintain and prove as this
Honourable Court shall direct and most humbly prays as
in and by his Bill of Complaint he hath already prayed

John White
att^y for the Plaintiff

Filed 21st February 1796

9

The General Repinder of
Lathamus Administratrix of Amos
Deceased Defendant to the General
Replication of Goodwin Tappan
Modestly Complainant

This Defendant now and at all times hereafter
Saving and Reserving to herself all and all manner of benefit
and advantage of Exception to the many Errors untruths and
incertainties insufficiencies and imperfections in the Com-
plainant's said General Replication contained for Repinder
thereunto with that her General Answer and the matters and
things therein contained are good true certain and sufficient
to be Replied unto in manner and form as the same are set
therein and thereby charged and Set forth and that the Replicant's
said General Replication is very Evasive and untrue for
this Defendant to make any further or other answer there-
unto, Except what she has before in her answer Set forth.

All which matters and things this Defend^t
is ready and willing to aver maintain and prove as this
Honble Court shall be pleased to direct and prays as in and
by her General Answer he hath already prayed

J. Stuart Hall
Atty for Defend^t

Translation of a Mortgage Bond dated 12th Margaly of Pannamunda
Year or 23rd December 1793.

Arumoo of Madras do give this Mortgage
Bond to Yendalore Sappah Modelliar of the same Place
that is to say --

In consequence of my urgent business
I have this day Mortgaged to you the beautiful Bill of Sale
of my House situated in Bullcock Popley Street South to
the House of Menatuchella Modelliar and North to the House
of Narraewoya Modelliar together with the Bill of
Sale of the Back Yard Ground thereof and Borrowed
and received of you the sum of 205³/₄ Two Hundred and five
Mudagodas and a three quarter current Money of Madras
which sum I do hereby Engage to repay you on or before
the 30th Mynamy of Annanda or 10th June 1794 with all such
Interest as shall or may become due thereon at the rate of
12 per cent per annum in default of which you are hereby
Empowered to prosecute in the Honourable Mayor's Court
and recover it by disposing the premises Thus I have
given this Mortgage Bond to Sappah Modelliar with
my free will and consent Witnesses hereunto Rangavara
and Terrovaula Modelliar by their Knowledge this Mortgage
Bond was drawn by Serungani the Composey of
Cannapaulion --

Witnesses Signed
to Rangava Chauloo
Terrovally

Marked Arumoo

Attest Translation as near as can be
from the Malabar Language

Rangaravudom
Intepret

Interrogatories to be Administered
to said Mitragas as shall be produced soon
and Examined in a certain Court now depending
and at Issue in the Honble the Mayor's Court
at Madras before and between Yendaloo
Pappab Moosliar of Madras Inhabitant
is Complainant and Latchingy of the
Same place Administrator of all and
Singular the Goods Chattels and Credits
of Annamalai of Madras Deceased is
Defendant.

First Interrogatory
To all the Mitragas } *Do you know the parties Complainant and*
Defendant, and did you or not know Annamalai Deceased
the Defendants Intestate in the Title of these Interrogatories
named, If yes how long have you so known them or
either and which of them respectively, and are.

Second Interrogatory
To Rangava Chauloo } *Look at the Paper Writing now produced and shown*
to you at this the time of your Examination marked with
the Letter A bearing date the twelfth day of Margashirsha
1804 and answering to the twenty third day of December
One Thousand Seven Hundred and Ninety three, and for
porting to be a Mortgage Bond from the said Annamalai
in the foregoing Interrogatory named to the Complainant.
Did or did not the said Annamalai put her Mark to the said
Bond in your presence and was or was not the said
Mark explained to her previous to her signing the same
thereto by any Person and whom were you a subscribing
Witness to the Execution of the said proposed Bond and if you

Cautions of the said produced Bond living or dead, if dead when did he depart this life, and at whose instance did you Subscribe your name as one of the Witnesses to the Cautions of the said produced Bond Sufferth and the truth declare. -

Third Interrogatory } Look at the paper writing now produced and shew
Scurugan. } to you at this the time of your Examination marked A
bearing date the Twelfth day of Margaly of Pannandecha
Year Answering to the Twentieth third day of December One
Thousand Seven Hundred and Ninety three and purporting
to be a Mortgage Bond from Ammos deceased in the
first Interrogatory married to the said Complainant who drew
the said Bond and by whose desire was it so drawn did
the said Ammos Deceased in her life time receive any and
what Consideration for the Principal Sum of Two Hundred
and five Star Pagodas and three quarter in the said produced
Bond mentioned or not Sufferth and the truth declare with
the Causes and Reasons of your Knowledge herein. -

Last Interrogatory }
To all the Witnesses } Do you know of any other matter cause or thing
or have you heard or can you Sufferth any thing touching
the matters in question in this Cause that may lead to
the benefit or advantage of the Complainant, If Yea
Sufferth the same as you know have heard or so believe
together with the Reasons for such your belief. -

John White
Atty for the Compt

Between Gondalore Paupah
Moodliar of Madras. Inhabitant
is Corrigalmarant and Latetierney
of the same Place. Administration
of all and singular the goods chattels
and credits of Annona lake of
Madras Deceased is Defendant.

On the Part of the Complainant,

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

Ragava Chauloo Malabar School Master Inhabitant of Coimbatore
aged Twenty Seven years - or thereabouts being produced as a Witness in this
cause on the Part of the Complainant was on the fourteenth day of
November One Thousand Seven Hundred and Ninety six and afterwards
on the same day being Sworn and Examined Deposeth as follows the

5th To the first Interrogatory this Defendant saith that he doth know the Complainant & Mediators. Deposition 206

Modular in this cause and that he hath so known him
four or five Years - and that he doth know the Defunct
Letchumey in this cause and that he hath so known
her four or five Years - and that he did know Annmoor
the Defendants Intestate in this cause four Years:
and more he saith not to this first Interrogatory.

Qnd
2nd

To the second Interrogatory this Deponent hath
looked at the Paper Writing now produced and shews
to him at this the time of his Examination marked
A bearing date the twelfth day of Margaly of Harrow-
ducha Year Answering to the twenty third day of
December One thousand seven Hundred and Ninety
three and purporting to be a Mortgage Bond from the
said Annmoor Deceased in the aforesaid Interrogatory
named to the Complainant - this Deponent saith
that the said Annmoor did put her mark to the said
Bond in the Presence of this Deponent and that the
contents thereof were Explained to her previous to
her affixing her mark thereto by the Concofly and
Surungapillay who made out the said Bond - this
Deponent saith he was a Subscribing Witness to the
Caution of the said produced Bond and that his
Name set as a Witness thereto is of his proper hand
writing - this Deponent saith that formerly the other
Subscribing Witness to the said Bond is dead - and that
he died about two Years ago - this Deponent saith that
he subscribed his Name as a Witness to the said Bond
at the Instance of the said Annmoor - and more he saith
not to this or to the last Interrogatory.

30. 7. 21

George Lys
Esq

Mayor's Court, Madraspatnam

Between Yendalore Sanyal
Moodelliar of Madras Substant
is Complainant and Latchumey of
the same Place Administrator
of all and Singular the Goods
Chattels and Credits of Annamoo
late of Madras Deceased is Defendant
On the Part of the Complainant

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

Serangan Comisply Substant of Madras aged thirty
Eight Years being produced as a Witness in this Cause on the Part of
the Complainant was on the fourteenth day of November One Thousand
Seven Hundred and Ninety Six - and afterwards on the same day being
Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith that he
doth know the Complainant Yendalore Sanyal Moodelliar
in this Cause and that he hath so known him two or
twelve Years and that he doth know the Defendant
Latchumey in this Cause - and that he hath so known him
two or twelve Years and that he did know Annamoo deceased
the Defendant's Intestate in this Cause two or twelve
Years and more he saith not to the first Interrogatory.

2nd To the third Interrogatory this Deponent hath looked at the
Paper writing now produced and sheweth him at this the
time of his Examination marked A bearing date the
1st 11th

Twelfth day of Margally of Pannanduchra Year answering
to the twenty third day of December one Thousand
Seven Hundred and Ninety three and purporting to be
a Mortgage Bond from Annamoo Deceased in the first
Interrogatory named to the said Complainant - this
Defendant saith he drew the said Bond by desire of the
said Annamoo - this Defendant saith that the said Annamoo
Deceased did in her life time receive the sum of Two
Hundred and five Mar Pagodas and three quarters from
the Complainant in consideration for the said Bond
- and more he saith not to this or to the last Interrogatory

George Lys
Esq^r

FF 161610

Additional Interrogatories

to be Administered to Caulapah
Modelly a Witness to be produced
Sworn and Examined in a certain
cause now depending and at Issue
in the Honble the Mayor's Court at
Madraspatnam wherein Yendalove
Pappah Modellar of Madras In-
habitant is Complainant and
Satchemmy of the same Place
Administratrix of all and singular
the Goods Chattels and Credits of Annamoo
late of Madras deceased is Defendant

On the part and behalf of the Complainant

First Interrogatory. Do you know the Parties Complainant and
Defendant? and did you or not know Annamoo deceased the
Defendant?

Defendants. Intestate in the Title of these Interrogatories named? If yea, how long have you so known them or either and which of them respectively declare. -

Second Interrogatory

To Do.

Did or did not Annamalai of Madras deceased in her life time borrow from you any and what sum of Money and when and upon what Security and did you or did you not press her for payment of the same? if yea, did or did not the said Annamalai borrow any and what sum of Money and from whom in order to repay you and did she or did she not redeem the Mortgage then in your possession and place the same in the hands of the Complainant in the Title of these Interrogatories named or how otherwise and did she or did not execute a Mortgage Bond for the same? if yea, Look at the Cagjau writing now produced and shown to you at this the time of your Examination marked with the Letter A and purporting to be a Mortgage Bond from Annamalai to Gundalore Sanyal Moodliar and were you or were you not present when the said Annamalai put and affixed her Mark thereto and did or did not the subscribing Witnesses to the same set and subscribe their Names in your presence or how otherwise? -

Last Interrogatory

To Do.

Do you know of any other matter cause or thing or have you heard or can you set forth any thing touching the matters in question in this cause that may tend to the benefit or advantage of the Complainant? If yea set forth the same as you know have heard or so believe together with the Reasons for such your belief. -

G. B. Ricketts
Atty for Complainant

Mayor's Court at Madraspatnam

Between Vindalore Saipah
Moodliar of Madras. Inhabitant
is Complainant and Latchmeyer
of the same Place Administrator
of all and singular the Goods
Chattels and Credits of Annam
late of Madras deceased is Defendant

On the part of the Complainant

Depositions of Witnesses taken in this cause by and
before the Examiner in this Court as followeth. -

Caulapah, Moodliar, Baker Inhabitant of Madras Aged
fifty four years or thereabouts being produced as a Witness in this cause
on the part of the Complainant was on the Ninth day of October One
Thousand Seven Hundred and Ninety Seven Signified at the Office of
Mr. Emanuel who is Attorney for the Defendant by Durmanah my
Servant who also left him a Note of the Name Title and Place of above
of the said Dependent and afterwards on the same Day being sworn and
Examined Deposeth as followeth. -

1st To the first Interrogatory this Dependent saith that he doth know the
Complainant Vindalore Saipah Moodliar in this cause, and
that he hath so known him Seven or Eight years - and that he doth
know the Defendant Latchmeyer in this cause and that he hath
so known her fifteen years - and that he did know Annam
deceased the Defendant's Intestate in the Title of these
Interrogatories Named and so knew her twenty years before
her death - and more he saith not to the first Interrogatory. -

2.

To the second Interrogatory this Deponent saith, that Annamma of Madras Deceased in her lifetime did borrow from him a sum of Money amounting to one Hundred and five Pagodas and some pannaes in the year One Thousand seven Hundred and Ninety three upon Security of the Bill of Sale of her House - and this Deponent saith that he did press her for Payment of the aforesaid sum and that the said Annamma did borrow a sum of Money amounting to two Hundred and five Pagodas and some pannaes from Yendalora Saipah Modalliar the complainant in order to repay him this Deponent and that she did return the Mortgage then in his Possession & place the same in the hands of the complainant in the Title of these Interrogatories signed and that she did execute a Mortgage Bond for the same - this Deponent having looked at the Cogan writing now produced and shown to him at this the time of his Examination marked with the letter A and purporting to be a Mortgage Bond from Annamma to Yendalora Saipah Modalliar the complainant saith that he was not present when the said Annamma put and subscribed her Mark thereto and that he was not present when the subscribing Witnesses to the same set and subscribed their Names, but this Deponent saith that the said Annamma told him that she had put her Mark to the Mortgage Bond in question and that the Witnesses above stated to acknowledge on the same day that the said Mortgage Bond was granted to the aforesaid Yendalora Saipah Modalliar the complainant by the said Annamma and that they had subscribed their Names as Witnesses to the Execution thereof - and more he saith not to this or to the last Interrogatory.

George Lys
Exr.

Witness my hand
at Madras this 1st day of January 1794

21

i

Interrogatories to be Administered
to such Witnesses as shall be produced
Sworn and Examined in a certain
Cause now depending and at Issue
in the Honble the Mayor's Court at
Madraspatnam wherein Yendalene
Pappiah Moodelliar of Madras
Inhabitant Complainant and
Lathamey Administratrix of the
Estate and Effects of Annam Deceased
Defendant.

On the Part and behalf of the abovesaid Defendant.

To all the
Witnesses.

Do you or do you not know the Parties Complainant and Defendant in the Title of these Interrogatories named if you how long have you so known them or either and which of them Declare.

To Mangleroy, Moodelliar and
Sawney, Moodelliar.

Were you or were you not intimately &c acquainted with the Intestate of the Defendant in the Title of these Interrogatories named in her life time and did or did not the Intestate of the said Defendant sometime and where previous to her decease make a journey to some and what distant Countries and for any and what particular purpose Did she or did she not at the period she did so proceed on her Journey deposit all and every her Jewells and other and what property in the hands of some and what Person or Persons in Madras and any and what purpose as you know or believe Set forth and Declare and further declare whether on her return to Madras she did at any time and when obtain possession of her said property deposited in the hands of the Persons aforesaid

and

and whether she did not often make applications to that purpose or Effect.

Thauropanah.
Moodelliar.

Was or was not the Intestate of the Defendant in the Title of these Interrogatories named some time and when previous to her decease insane or otherwise deranged in her intellects and did she or did she not so continue up to the hour of her decease Did or did not certain persons or person and whom by Name during the time the Defendant's said Intestate did so continue insane and some and what time previous to her decease draw out any certain and what Casian Writing and affix the Mark of the Defendant's said Intestate, if yea in what manner and by what means did they so procure the Mark of the Defendant's said Intestate to be affixed to the said Casian Writing. -

Vincatachella, Moodelly
Gopully Ramoo Chetty
Ramanada Moodelly &
School. Narriapah
Naick

If the House, the Defendant's Intestate did die possessed of, had been at any time mortgaged would you or would you not for any and what reason have been privy thereto.

To all the Witnesses Do you know of any other matter cause or thing or have you heard or can you set forth any thing touching the matters in question in this Cause that may tend to the benefit and advantage of the Defendant in the Title of these Interrogatories named If yea declare the same as you know have heard or do believe together with the reason for such your belief as if yea had been hereto particularly Interrogated. -

Samuel
att. for Defendant

Magistrate at Madraspatnam

Between Yandalore Saipah
Modelliar of Madras Inhabitant
Complainant and Latchamey
Administratrix of the Estate and
Effects of Annas deceased Defendant.

On the part of the Defendant

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

Chingleroy Modelliar Dubash Inhabitant of Madras aged sixty
years or thereabouts being produced as a Witness in this Cause on the part of
the Defendant was on the Twelfth day of December One Thousand Seven
Hundred and Ninety six Signified at the Office of Mr John White who is
Attorney for the Complainant by Casavah my Servant who also left
him a Note of the Name Title and Place of abode of the said Defendant
and afterwards on the same day being sworn and Examined Depoeth as
followeth. -

1st To the first Interrogatory this Defendant saith that he
does not know the Complainant Yandalore Saipah
Modelliar in this Cause but that he doth know the
Defendant Latchamey in this Cause and that he hath
so known her fifteen years - and more he saith not
to this first Interrogatory. -

2^d To the second Interrogatory this Defendant saith that
he was intimately acquainted with the Intestate of the
Defendant in her life time - that she some time about
three or four Months previous to her death did make
a Journey

a journey to Tripaty to pay her devotions to the God
at that place - that he does not know whether she did
at the period she proceeded on her journey deposit all
and every her Jewells and other property - but knows that
on her return to Madras she sent the Defendant Latchumy
to one Cantapate Moodelly to obtain possession of her
property then in his hands who he has heard promised
that he would restore it in a short time - but whether
such applications were repeated they Defendant doth not
know - and more he saith not to this or to the last entry.

George Lys
Esq.

By the Court

Between and before the People
Moodelliar of Madras Inhabitant
Complainant and Latchumy
Remuneration of the Estate
and Effects of Anwar Durrani
Defendant

Mayor's Court at Madras at the

On the Part of the Defendant

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

Sarany Moodelliar Inhabitant of Madras Merchant aged about
Eight years or thereabouts being produced as a Witness in this cause on the
Part of the Defendant was on the tenth day of December one Thousand
Seven Hundred and Ninety Six signified at the office of Mr. John
White who is Attorney for the Complainant by Sarany Moodelliar
who also left him a Note of the Name, Rank and place of abode of the

25

Deponent and afterwards on the same day being Sworn and Examined as follows:-

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Yandalore Sappiah Moodelliar in this cause and that he hath so known her ten years and that he doth know the Defendant Latchamey in this cause and that he hath so known her ten years. and more he saith not to this first Interrogatory. -

2^d To the second Interrogatory this Deponent saith that he was intimately acquainted with the Intestate of the Defendant in her life time that she the Defendant's Intestate did about three Months previous to her decease make a Journey to Trepety for the purpose of Worshipping her God at that place. that at the Period she did proceed on her Journey she deposited all and every her Jewells and the bill of Sale of her House in the hands of the Complainant and one Cautapah Moodelly in Madras for the purpose of being in Security - but that on her Return to Madras she never did obtain possession of the said property deposited in the hands of the Persons aforesaid altho repeated applications were made to them for that purpose - and more he saith not to this or to the last Interrogatory

சாட்சியாக

George Lys
Esq.

Between *Gandalore Sappiah* of
 Moodelliar of Madras Inhabitant
 Complainant and *Latchamey*
 Administratrix of the Estate
 and Effects of *Ammae Deceased*
 Defendant

On the Part of the Defendant

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

Cauropanah, Moodelliar Sonigally Inhabitant of Madras aged
 twenty four years being produced as a Witness in this cause on the Part of the
 Defendant was on the tenth day of December One Thousand Seven Hundred
 and Ninety Six signified at the office of *M^r John White* who is Attorney
 for the Complainant by Casawah my servant who also left him a note of
 the Name Title and place of abode of the said Defendant and afterwards on the
 same day being sworn and Examined deponeth as followeth. —

1st To the first Interrogatory this Deponent saith that he doth know
 the Complainant *Gandalore Sappiah* Moodelliar in this
 cause and that he hath so known her two years and that
 he doth know the Defendant *Latchamey* in this cause and
 that he hath so known her three years — and more he saith
 not to this first Interrogatory. —

2nd To the third Interrogatory this Deponent saith that the
 Intestate of the Defendant was some time about a Week
 previous to her disease invade and deranged in her intellects
 and continued so to the hour of her death that during the
 period of her being so deranged certain Persons but whom by
 name

namely this Deponent does not know - draw a Cagjar writing and whispered to the Defendants Intestate which this Deponent supposed was to prevail in her to affix her Mark to the same - and more he saith not to this or to the last Interrogatory -

George Lys
Esq.

Examiner

Mayor Court at Madras Patnam

Between *Uyandalore Sapat*
Modelliar of Madras Inhabitant
Complainant and *Lathency* Adminis-
trator of the Estate and Effects of
Annoor Deceased Defendant.

On the part of the Defendant

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

Ramanador, Modelliar Bullock Madras Inhabitant of Madras aged
Twenty five years or thereabouts being produced as a Witness in this cause on the
Part of the Defendant - was on the twelfth day of December one Thousand
Seven Hundred and Ninety Six - Signified at the office of *M. John White*
who is Attorney for the Complainant by casual my servant who also left
him a Note of the Name title and place of abode of the said Deponent and
afterwards on the same day being sworn and Examined deponeth as followeth.

1st To the first Interrogatory this Deponent saith that he doth know
the Complainant *Uyandalore Sapat*, Modelliar in this cause and that
he hath so known him ten years and that he doth know

the

Exhibited on behalf of this Defendant, to Chingley & Modellar
 Sawney Modellar, Gaurorpanate Modellar and Ramnadar
 Modellar - and to the several Depositions of the said Chingley
 Modellar, Sawney Modellar, Gaurorpanate Modellar and
 and Ramnadar Modellar, made and taken thereto with.
 That the several Interrogatories, Exhibited to the said Modellar
 as well as the several Depositions, made and taken thereto
 on behalf of this Defendant, are to every legal intent and
 purpose admissible in Law, and ought as such to be received
 by this Honble Court.

And this Defendant, in answer thereto
 to the said Exceptions saith, that the several Exceptions of the
 said Complainant are uncertain and insufficient - inas-
 much as the said Complainant hath not set forth wherein
 the said Interrogatories and Depositions on the behalf of
 this Defendant - and Excepted to by the said Complainant
 are inadmissible in Law - and therefore hath not shown
 any cause why they should not be received - and read at
 the hearing.

This Defendant therefore
 humbly prays, that this Honble
 Court, will be pleased to disallow
 the said Exceptions with Costs
 to be paid by the said Complainant.

J. Samuel,
 atty for Defndt.
 H. D. Compton

Mayor's Court at
Madraspatnam

Tuesday the 10th day of April
Anno Domini 1798

Present

L.S.

William Abbott Esquire Mayor
James Call and James Daly
Aldermen

Mayor's Court

Between Gundalore Sufiah Moodelair
of Madras Inhabitant Complainant
and Latchingy of the same place Adminis-
tratrix of Ammolate of Madras
aforesaid Defendant.

This Cause coming on to be heard and Debated
this day in the Presence of the Attornies on both Sides on
Reading the Complainant's Bill, The Defendant's General
Answer The Replication, The Replyer The Interrogatories
and Depositions on the Part of the Complainant with one
Exhibit annexed, The Interrogatories and Depositions on
the Part of the Defendant, On Hearing the Readings
made use of by the Attornies and on due Consideration had
thereon This Court doth think fit to order and Decree,
and doth, Accordingly order and Decree that the Defendant
do pay unto the Complainant the full and true sum of Two
Hundred and fifty Pagodas and thirty four fanams / Pags.
250.. 34.. / together with all such Interest as now is or
shall hereafter become due thereon until full Payment
is made.

Wm. J. Taylor
Clerk

To the Honorable Lieutenant General George Harris
President-Council
Fort Saint George

In the Court of Appeals
at Madraspatnam

Between Mandalore Sripada Moollan
of Madras Substant Complainant and
Leathemey, / Administration of all and
Singular the Goods Chattels and Credits of
Annoor late of Madras aforesaid Defendant
of the same Place Defendant.

The Humble Petition and Appeal of the
above named Defendant

Sheweth

That the Complainant above named did sometime
on or about the twenty second day of October one Thousand seven
Hundred and Ninety five, Exhibit and file his Bill of Complaint
in the Honorable the Mayor's Court at Madraspatnam against
your Petitioner, and did therein and thereby set forth and allege
that your Petitioner as Administration of all and Singular the
Goods and Chattels and Credits of Annoor late of Madras aforesaid
Defendant, did stand justly and truly indebted unto the above named
Complainant in the full and just sum of two Hundred and
Fifty three Pagodas and thirty four purnas current Money of
Madras - which in Sterling Money of Great Britain at the
Exchange of Eight Shillings for every Pagoda the sum of one
Hundred pounds six Shillings and Eleven Pence, or thereabouts
as he did allege would more fully and at large appear by a
Mortgage Bond or writing obligatory executed by the said
Annoor in her life time and bearing date the first day
of January

Filed in my office
the 23rd April 1798.

Wm. Baker
clerk

day of December one Thousand Seven Hundred and Ninety three in the Principal Sum of two Hundred and Five Star Pagodas and three quarters of a Pagoda to be paid on or before the thirtieth day of Vyancey of Amurda year or tenth day of June One Thousand Seven Hundred and Ninety four together with Interest for the same, in the meantime, at and after the rate of Twelve per cent per annum and the abovesaid Complainant did further allege that for the better and more effectually securing to the abovesaid Complainant the Payment of the said Sum of two Hundred and five Star Pagodas and three quarters of a Pagoda with Interest thereon at the time aforesaid the said Amuroo did by her said Bond or writing obligatory Mortgage unto the above Complainant, two Bills of Sale of a House and Ground in the said Writing obligatory particularly described and mentioned, and in default of Payment thereof that the said Amuroo did thereby authorize the abovesaid Complainant to sue her for recovery thereof in the said Honble the Mayors Court and to cause the said Premises to be sold as by the said writing obligatory ready to be produced and proved whenever it should be required - and of which the abovesaid Complainant did make a perfect. And the abovesaid Complainant did also allege that he had made frequent Demands of the said Sum of two Hundred and fifty Pagodas - and that your Petitioner as Administratrix had refused to discharge the same or any part thereof: and did finally pray that your Petitioner might be Decreed to pay the said Sum with Interest and Costs, as by the said Bill of Complaint will more fully and at large appear. -

And your Petitioner further sheweth unto this Honble Court that to the said Bill of Complaint your Petitioner as Administratrix as aforesaid did on the first day of December

in

in the year of Christ One Thousand Seven Hundred and Ninety five
 did file and Exhibit a General answer, wherein your Petitioner did
 deny that she stood indebted as Administration as aforesaid
 unto the said complainant in the sum due for, or any other
 sum or sums of Money whatsoever - to which said General
 Answer of your Petitioner the said complainant did generally
 reply on the eighth day of December in the last mentioned
 year - And on the second day of February in the year of
 Christ One Thousand Seven Hundred and Ninety six, your
 Petitioner did file a General rejoinder, - whereupon your
 Honor did give in the said cause - and Rules did pass for the
 Examination of Witnesses; and Witnesses were Examined
 on both sides. -

And your Petitioner further sheweth
 unto this Honorable Court, that one Nagara Chauloo was examined
 as a Witness in the said cause, on behalf of the abovesaid
 complainant who did depose in substance as followeth -
 That he the Deponent did see the said Annamoo put two seals
 to the Mortgage Bond in Question; and that the contents
 thereof were Explained to him by one Surangapillay - That
 the Deponent was a Subscribing Witness to the bond
 and that his name is subscribed thereto - That the other
 Subscribing Witness to the same was dead. -

And your Petitioner further sheweth unto
 this Honorable Court that one Surunga was also Examined who
 deposed that he saw the bond in question by desire of the
 said Annamoo - and that the said Annamoo did receive as a
 consideration for Causing the same, the sum of Two
 Hundred and five Pagodas and three quarters of a Pagoda from
 the abovesaid complainant. -

And

And your Petitioner further sheweth unto this Honorable Court that one Caulapah Woodley was also Examined as a Witness in the said cause - who substantially deposed as follows - That the Deceased Ammos did borrow of him in her life time one Hundred and five Pagodas and some fanams; in the year one Thousand Seven Hundred and Ninety three, upon the Security of the bill of Sale of her House; and that in order to repay the Deponent, the Deceased did borrow Two Hundred and five Pagodas and some fanams from the abovesaid complainant. That she did redeem the Title Deeds and place them in the complainant's hands - and that she did Execute a Mortgage Bond for the same - That he was not present when she Executed the bond - but that the said Ammos told the Witness, that she had put her mark to the Mortgage Bond in question - and that the Witness acknowledged also the same. -

And your Petitioner further sheweth unto this Honorable Court, that of the Witnesses Examined on the Part of your Petitioner was one Chingleroy Modeliar - who amongst other things did depose as follows - That he was intimately acquainted with the Deceased - That a few Months before her demise she made a Journey for Religious purposes to Trepaty - that he the Witness did not know whether the deceased previous to such Journey did deposit her Jewels and other property with one Caulapah Woodley - but that he knew on her return, she sent your Petitioner to the said Caulapah Modeliar to obtain Delivery of her Property, then in his Hands; who, the Deponent had heard, promised to Restore it in a short time - And your Petitioner sheweth that one Sawney Modeliar was also Examined on the Part of your Petitioner, who deposed amongst other things as follows - That he did know the said Ammos intimately - and that she

did

did make a Journey to Trefat by Three Months previous to her decease. That she did deposit in the occasion all the Jewels and the Bill of Sale of her House in the Hands of the above named Complainant and one Caulapate Moodell for the purpose of being in Security - but did not obtain possession of them on her return; although repeated applications were made for that purpose. And your Petitioner further sheweth that one Cauropanate Moodell was also Examined on the Part of your Petitioner who deposed generally as follows - That the said Anance was insane about a Week previous to her decease, and continued so to the hour of her death - that during the time she was so insane or deranged some Person drew a Bond, and whispered to the said Anance, as the deponent supposed to prevail on her to set her mark to it - but more he could not depose to that fact.

And your Petitioner further sheweth unto this Honble Court that to the Interrogatories and Depositions exhibited and taken on the part and behalf of your Petitioner, the above named Complainant, did on the seventh day of November take certain written exceptions alleging that the evidence given by the said Chingleroy Moodell, Cauropanate Moodell, Cauropanate Moodell, Cauropanate Moodell on behalf of the said Defend was inadmissible in Law, and ought not to be received - and did therupon pray that the said Interrogatories and several Depositions taken thereto might be suppressed, and not received or given in Evidence in the said Cause. To which said Exceptions your Petitioner did answer, that the several Interrogatories exhibited to the said Witnesses, as well as the several Depositions, made and taken thereto on behalf of your Petitioner were to every intent and purpose admissible in Law, and ought as such to be received by the said Honble the Mayor's Court.

And your Petitioner further sheweth unto this Honble Court that on the tenth day of April one thousand seven hundred and ninety eight, the said Exceptions of the abovenamed complainant and your Petitioner's Answer thereto, came on to be argued before the said Honble the Mayor's Court, when the said Exceptions were over-ruled with costs, as will appear by the copy of an Extract from the Minutes of the said Mayor's Court herewith annexed for the Inspection of this Honble Court, the Original whereof being in the Possession of your Petitioner, and ready to be produced when required. And your Petitioner further sheweth that on the same day and year last mentioned, the said Mayor's Court were pleased to decree in the premises - that your Petitioner should pay unto the abovenamed complainant the full and just sum of two Hundred and fifty Pagodas and thirty four pannaes together with such Interest as should become due on the same until full payment should be made and also all costs of Suit.

By which said Decree of the said Mayor's Court your Petitioner doth think himself aggrieved and doth therefore appeal therefrom unto this Honble Court for the following amongst other reasons:-

First. Because your Petitioner and the abovenamed complainant are Natives of Madraspatnam - and therefore the said Honble the said Mayor's Court, under the Operation of the Charter of his late Majesty, had not any Jurisdiction over the said Cause; and ought not to have entertained the same. -

Secondly

Secondly Because the said Mayor's Court have decreed that the sum sued for should be paid by your Petitioner in her general character, and not in her particular capacity as Administratrix of the Estate and Effects of the said Annora Deceased, in which relation alone your Petitioner now sues. —

and Lastly Because your Petitioner doth humbly conceive that the said Decree is contrary to Evidence. —

For all which reasons and such others as may be offered at the hearing of this your Petitioner's Petition of Appeal, your Petitioner most humbly Prays that the said order and Decree of the said Mayor's Court may be Reversed and that this Honble Court will be pleased the Prerogative Court to grant unto your Petitioner such further and other Relief in the Prerogative as to this Honble Court shall seem meet. —

Samuel
Sol: for app^t

Extract from the Minutes of Court Held at the Town Hall
on Tuesday the 10th day of April, Anno Domini 1798.

Present
William. Abbott Esquire. Mayor
James Ball and James Daley
Aldermen

Yndalare Saupah, Moodelly

^{vers}
Lutcheny Administratrix of Ammos Deceased.

Exceptions to the Interrogatories and Depositions and the
Answers thereto Read. -
Exceptions over ruled.

Attest Extract

(Signed)

J. C. Spring
Clerk

Attest Copy Samuel
Sob. for affd.

Mayor Court at
Madraspatnam

Tuesday the 10th day of April
Anno Domini 1798

L.S.

Present
William Abbott Esquire Mayor
James Ball and James Daly

Adversus

Between Yemaloro Sanyaloo Mooladar
of Madras Plaintiff and Complainant and
Lachumy of the same Place Defendant:
Petitioner of Annamalai of Madras afore-
said Defendant.

This Cause having on to be heard and debated
this day in the presence of the Attornies on both sides on reading
the Complainant's Bill, The Defendant's General Answer
The Replication The Rejoinder, The Interrogatories and 1st
Depositions on the Part of the Complainant with an Exhibit
annexed, The Interrogatories and Depositions on the Part of
the Defendant On Hearing the Readings made use of
by the Attornies, and on due Consideration had thereon. This
Court doth 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 Hundred and fifty Pagodas and
thirty four fanarries / Pag. 250. 34. / together with all
such Interest as now is or shall hereafter become due
thereon, until full payment is made. —

Wm Taylor Esq

Attest
Carroll
Clerk

Mayor Court

To the Honble Lieut. General George Harris
President in Council
Fort St. George

In the Honble the Court of
Appeals at Madraspatnam

Between Vymdalore Sanyal, Plaintiff
of Madras Subaltern and Complainant
and Lachumey Administration of all
and Singular the Goods Chattles and
Credits of Annam late of Madras
aforesaid Deceased of the same Place
Defendant.

The Answer of the abovesaid Complainant to the
Petition and Appeal of the abovesaid Defendant

This Respondent does admit that

he did some time or about the Twenty Second day of October

Filed in my Office the
26th May 1798.
Chas^r Baker
clerk

One thousand Seven Hundred and Ninety five exhibit and
file his Bill of Complaint in the Honble the Mayor's Court
at Madraspatnam against the said Petitioner and did
therein and thereby set forth and allege that the said Petitioner
as Administration of all and Singular the Goods and
Chattles and Credits of Annam late of Madras aforesaid
Deceased did stand justly and truly indebted unto this
Respondent in the full and Just Sum of Two Hundred
and fifty three Pagodas and thirty four fanams current Money
of Madras making in Sterling Money of Great
Britain at the Exchange of Eight Shillings for Every
Pagoda the Sum of one Hundred Pounds Six Shillings
and Eleven Pence or thereabouts as he this Respondent did
allege would more fully and at large appear by a

Mortgage

Mortgage bond or writing obligatory executed by the said Annamma in her lifetime and bearing date the twelfth day of Pannandacha year answering to the twenty third day of December One thousand Seven Hundred and Ninety three in the Principal sum of two Hundred and five Star Pagodas and two quarters of a Pagoda to be paid over before the thirtieth day of Vaisak of Annanda year or twelfth day of June One thousand Seven Hundred and Ninety four together with Interest for the same in the meantime at and after the rate of twelve per cent per annum and this Respondent does also admit to have in his said Bill of Complaint set forth and stated the several matters and things, as the said Appellant in her said Petition and Appeal hath mentioned. —

And this Respondent doth also admit that to the said Bill of Complaint the said Petitioner as Administrator as aforesaid did on the first day of December in the year of Christ One thousand Seven Hundred and Ninety five file and Exhibit a General Answer and did therein and thereby also set forth and state the several matters and things in her said Petition and Appeal mentioned And this Respondent doth admit to have replied generally to the same, as by the said Petitioner set forth and stated And this Respondent also doth admit that the said appellant did generally repine thereto whereupon There did join in the said cause. — And Rules did pass for the Examination of Witnesses and Witnesses were Examined on both sides. —

And this Respondent doth admit that the several Witnesses as by the said appellant stated in her said Petition and Appeal / were Examined both on the Part and behalf of this Respondent and her the said appellant and this Respondent doth also admit that the said several Witnesses as aforesaid Examined

Examined, did in substance depose nearly as by the said appellant set forth and stated, but this Respondent sheweth, That in and addition to the several Witnesses, whose Testimony, has by the said Appellant in her said Petition and appeal, been introduced and set forth, one other Witness, by name Ramanada Moodley Examined on the part and behalf of the said Petitioner, did depose in substance, as follows. To the fourth Interrogatory Deponent said that had the appellants Intestate, at any time Mortgaged the House she did possessed of, that he would have known it because he was a Neighbour and intimately acquainted with her concerns. —

And this Respondent doth admit that to the Interrogatories and Depositions exhibited and taken on the part and behalf of the said Petitioner by this Deponent did on the seventh day of November last certain written Exceptions alleging that the Evidence given by the said Chingleroy Moodley, Savary Moodelliar Caropana Moodelliar Ramanadoo Moodley on behalf of the said Defendant were inadmissible in Law and ought not to be received — and did thereupon pray as by the said appellant in her said Petition and appeal — is mentioned. —

And this Respondent admits that on the ninth day of April One Thousand Seven Hundred and Ninety Eight the said Exceptions of this Respondent and the said appellants Answer thereto came on to be argued before the said Honble the Mayor's Court when the said Exceptions were over ruled, but not as by the said appellant stated with costs, as will appear by the copy of an Extract from the Minutes of the said Mayor's Court annexed for the Inspection of this Honble Court to the said appellants said Petition and appeal And this Respondent admits that on the same day and year last mentioned

mentioned the said Mayor's Court were pleased to decree in the premises that the said Petitioner should pay unto this Respondent the full and just sum of Two Hundred and Fifty Pagodas and thirty four pannaes together with such Interest as should become due on the same until full and payment should be made but not, as is erroneously stated by the said Petitioner, with costs of suit, she the said Pet. having been admitted to defend the said suit *In forma Pauperis*.

But this Respondent denies that the appellant is aggrieved by the Decree of the said Mayor's Court or that she has any just cause or reason to appeal therefrom.

And this Respondent in answer to the first cause, or Reason, assigned by the said appellant, as and for ground of appeal, saith, that he admits that the said Petitioner as also himself to be Natives of Madraspatnam; but this Respondent denies the inference thereby, and by reason thereof, by the said appellant, drawn, as it will, to this Honble Court appear on referring to the Bond, on which he this Respondent grounded his right of action against her the said appellant, that in the Body of the same, he this Respondent, as by the said Charter prescribed, reserved unto himself a power to prosecute the said appellants; In which, in the said Mayor's Court in the event of failure in the true and faithful discharge thereof, which Reservation in the said Bond, gave him this Respondent, a legal and just right of action against her the said appellant, as the lawful Representative of her said Inhabitants.

And this Respondent in answer to the Second cause or Reason by the said appellant assigned as and for ground of appeal, saith, that he is advised that the Decree

of the said Mayor's Court; is well and rightly grounded, as the said Mayor's Court, well knew the Capacity in which the said appellant, in the said Court appeared, consequently the wording of the said Decree, implies upon the face of the same, that the demand of more than Respondent, could alone be satisfied, from and out of the Estate ^{& Effects} of the said appellants and Intestate. -

And this Respondent in answer to the last Reason, by the said appellant assigned, as one for cause of appeal with that he is at a loss to discover, the assertion is therein set forth, for he this Respondent has been advised, that the said Mayor's Court, when and at the time of passing the said Decree, had before them, the most complete, satisfactory, and positive Evidence, that the nature of the Case demanded; every fact and circumstance, as charged by this Respondent, having been fully and duly proved, whereas the several Witnesses who have deposed on the Part and behalf of the said appellant, have merely given a negative Testimony, which in the Eye of the Law, amounts to nothing, when the Evidence brought forward on the other side, has been directly given in the affirmative touching the point at Issue between the parties. -

All which Reasons and such others as may be offered at the hearing this Respondent most humbly prays that this Honorable Court will be pleased to affirm the said Decree of the said Mayor's Court and disburse the appellants and Petition of appeal with Costs. -

J. Ricketts
Solicitor for Respondent

Extract from the Minutes of Court Held at the Town Hall
 on Tuesday the 10th Day of April, Anno Domini 1798.

Present
 William Abbott Esquire, Mayor
 James Call and James Daly
 Aldermen

Yondalon Saupha, Modelian

~~1798~~
 Lutchemy Administratrix of James Deceased

Exceptions to Interrogatories and Depositions and the Answer
 thereto Read.

Exceptions over ruled.

/ s/ Attest Extract,

J. C. Shing
 Dy. Rec.

Court of the Recorder
 at Fort St George Madras

Friday the 30th day of November
 Anno Domini 1798

Present
 Sir Thomas Strange Knight Recorder
 James Call William Webb and Benjamin
 Robuck Aldermen

Between Lathmey (Administration
 of all and Singular the Goods Chattels and
 Credits of Annamoo late of Madras
 Deceased) of Madras appellant and
 Yandalore Sanyiah Moodelliar of the
 same Place Inhabitant Respondent

This Cause coming on to be Heard and Debated
 this day in the presence of the Attornies on both sides upon
 hearing the Petition of Appeal and Answer and the Several
 Exhibits of the late Honble the Mayor's Court together with the
 Decree of the said Court given in this Cause on Tuesday the 10th
 day of April Anno Domini 1798 upon due consideration
 had of the matters therein severally contained and of the Readings
 and arguments used by the Attornies on both sides This Court
 doth think fit to order and Decree and doth accordingly order
 and Decree that the Decree of the Mayor's Court do stand affirmed
 and that the Defendant do pay unto the complainant out of
 the Estate and Effects of Annamoo Deceased the full and Just
 Sum of Two Hundred and fifty Pagodas and thirty four fan-
 /Pag. 250. 34. - together with all such Interest as now is
 or shall hereafter become due thereon until full payment is
 made - and that the appellants Petition be dismissed

John Taylor
 Esq.

Filed the 23rd
March 1798

To the Honble the Mayor's Court
at Madraspatnam

Humbly Explaining Sheweth unto
this Honble Court your Orator William Outters of Madras
Inhabitant that Paulsen Mookiah Chetty of the same place
Merchant stands Justly and truly indebted unto your Orator
in the full and Just Sum of Eight Hundred and Eighty
Nine M^{rs} Pagodas five 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 three Hundred and fifty five Pounds, and
thirteen Shillings or thereabouts as by copy of a Promissory
Note herunto annexed for the Inspection of this Honble
Court the Original being ready to be produced when
Required may appear and your Orator Sheweth unto this
Honble Court that he hath frequently and in vain
arricable on various Requests Payment from the said
Paulsen Mookiah Chetty of the said Sum of Eight
Hundred and Eighty Nine M^{rs} Pagodas five fanams
and forty Cash, and your Orator well hopes that such
his reasonable Request would have been complied with.

But now so it is, say it May the
Honble Court the said Paulsen Mookiah Chetty obstinately and willfully
refuses to pay the same or to give your Orator any manner of
Satisfaction touching the Promissory and your Orator therefore
prays a general Relief such as to this Honble Court shall appear
agreeable to Equity and good Conscience. To the said Honble Court
that the said Paulsen Mookiah Chetty may upon his personal
Oath

with full 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 Eight Hundred and Eighty Nine Attas Pagodas five parrams and forty Cash together with all such Interest as now is, or shall hereafter become due thereon also all costs of this Suit.

May it please this Honble Court to cause the said Paulam Muthiah Chetty 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 there 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

Fort Saint George this 22nd March 1798

This Bill was shown to be in the days of
agreement let a Summons issue to turn-
able next Court day

Hall & Compsons
Att for Complt

Wm. Hall & Compsons

Madras 20th 1797

Two Months after date I promise to Pay Mr William
Putter or order the Sum of Eight Hundred and Eighty Nine
Pagodas five parrams and forty Cash /889. 5. 40./ for value
Received of him this day.

Signed Paulam Muthiah

(true copy)

Hall & Compsons
Att for Complt

Extract from the Minutes of Court Held at the Town Hall
on Tuesday the 5th day of May, Anno Domini 1798.

Present
William Abbott Esquire, Mayor
William Webb and Richard Yeldam
Clerks

William Putter

Pauliam, Mark Chitty

The Attorney for the complainant produces to the Court a
certificate from the Register setting forth that the usual Rules
have issued for the Defendant to answer the complainant's Bill
which he has neglected doing - he therefore prays that a Decree
may now pass to which the opposite attorney objects and prays
that he may be allowed one Week to answer as he only received
Instructions yesterday and Money to take out Copy of the Bill -
Ordered that a Decree do pass - Bill read.

It Appearing by the Records of this Court
that the usual Rules have issued for the Defendant to answer the
complainant's 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 do pay unto the complainant
the full and Just Sum of Eight Hundred and Eighty Nine Pounds
Five shillings and forty Cents; Pagoda 889. 5. 40. / together
with all such Interest as now is or shall hereafter become due
thereon untill full Payment is made also all costs of this Suit

/ Attest Extract /

W. Abbott Esq. Mayor

In the Honble Lieutenant General George Harris
Governor in Council &c &c
In the Honble the Court of
Appeals at Madraspatnam
Fort St. George

Between William Rutter of Madras
Inhabitant Complainant and Paulson
Muttiah Pillay of the same Place
Merchant Defendant

The Humble Petition and Appeal of the above named Defendant
Sheweth,

That the complainant above named did on or
about the Twenty Second day of March now last past file and
Exhibit his Bill of Complaint in the Honble the Mayor's Court
at Madraspatnam against your Petitioner and did therein
and thereby set forth and charge that your Petitioner did stand
justly indebted unto the said Complainant in the full and just sum of
Eight Hundred and Eighty Nine Star Pagodas five fannams 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 three Hundred and fifty five Pounds and thirteen Shillings
or thereabouts as by copy of a Promissory Note thereunto annexed
for the Inspection of the said Mayor's Court, the original being
ready to be produced when required he did state would appear,
and the said Complainant did further state that he had fre-
quently and in an amicable manner requested payment from
your Petitioner of the said sum of Eight Hundred and fifty
Nine Star Pagodas five fannams and forty cash, but that your

Filed in my office
the 4th May 1798.

Chas. H. Baker
clerk

Sub.

Petitioner had obstinately and wilfully refused to pay the same or to give the said Complainant any manner of Satisfaction touching the same, and the said Complainant did in his said Bill pray a general Relief such as to the said Court should appear agreeable to Equity and good Conscience; and that your Petitioner might upon his corporal Oath full true direct and perfect answer make to all and singular the matters and things in the said Bill of Complaint set forth and alleged, and that your Petitioner might be denied to pay unto the said Complainant the aforesaid Sum of Eight Hundred and Eighty Nine shillings and pence and for by such together with all such Interest as there was, or should there after become due thereon, and also all Costs of Suit.

And your Petitioner further sheweth unto this Honorable Court that to the said Bill of the said Complainant Your Petitioner did on or about the twenty seventh day of January now last past appear by his Attorney in the said Mayor's Court and that the Ordinary Rules did thereupon pass requiring your Petitioner to answer the said Bill of the said Complainant and at the Expiration of the last of the said Rules the Attorney of the said Complainant did pray a Decree of the said Mayor's Court in his the said Complainant's Behalf as in default of an answer to which prayer of the said Attorney for the said Complainant Your Petitioner by his said Attorney did object, alleging that he only received Instructions and Money in the preceding way to take out the copy of the Bill as by Copy of an Extract from the Minutes of the said Mayor's Court herewith annexed for the Inspection of this Honorable Court will more fully and at large appear, the Original whereof being in possession of your Petitioner's Solicitor and ready to be produced when required. And your Petitioner

Humble Court that notwithstanding the said objections of your Petitioners said Attorney on the said last mentioned day, the said Mayor's Court was pleased to order and decree that your Petitioner should pay unto the said Complainant the full and just sum of Eight Hundred and Eighty Nine Star Pagodas five fanams and forty Casks with all such Interest as there was, or should hereafter become due thereon, with the Costs of Suit, as by the said Copy of the said Extract doth also appear.

From which order and Decree of the said Mayor's Court your Petitioner doth appeal to this Honble Court as he conceives himself materially injured and aggrieved thereby, for the following among other reasons. -

First. - Because your Petitioner having come to the said Mayor's Court, by furnishing Instructions and Money for taking out a Copy of the said Bill of Complaint from the Register, if the said Court that he had a serious Intention to answer the same, the said Mayor's Court from the Knowledge of such Circumstances should as your Petitioner humbly conceives have granted him a further Week to answer the said Bill; it being manifest your Petitioner did not seek to occasion a Causeless delay.

Secondly. - Because the said Mayor's Court has not as your Petitioner humbly conceives sufficient Evidence before them to decree as they have done in the Premises, In as much as they had no Proof of the Execution of the said pretended promissory Note by your Petitioner, and consequently had no manner of Satisfaction of the validity of the Grounds of action of the said Complainant arising out of the said pretended promissory Note.

Lastly

Petitioner had deliberately and wilfully refused to pay the same or to give the said Complainant any measure of Satisfaction touching the same, and the said Complainant did in the said Bill pray a general Relief such as to the said Court should appear agreeable to Equity and good Conscience; and that your Petitioner might upon his corporal Oath full true direct and perfect answer make to all and singular the matters and things in the said Bill of Complaint set forth and alleged, and that your Petitioner might be decreed to pay unto the said Complainant the aforesaid Sum of Eight Hundred and Eighty Nine Star Pagas for principal and for by such together with all such Interest as there was, or should there after become due thereon, and also all Costs of such.

And your Petitioner further sheweth unto this Honorable Court that to the said Bill of the said Complainant Your Petitioner did on or about the twenty seventh day of February now last past appear by his Attorney in the said Mayor's Court and that the Ordinary Rules did therefore pass requiring your Petitioner to answer the said Bill of the said Complainant and the Expiration of the last of the said Rules these Attornies of the said Complainant did pray a Decree of the said Mayor's Court in his the said Complainant's Behalf as independent of an answer to which prayers of the said Attornies for the said Complainant Your Petitioner by his said Attorney did object alleging that he only received Instructions and Money in the preceding week to take out the copy of the Bill as by Copy of an Entry for the Minutes of the said Mayor's Court herewith annexed for the Inspection of this Honorable Court will more fully and at large appear, the Original whereof being in possession of your Petitioner's Solicitor and ready to be produced when required. And

Humble Court that notwithstanding the said objections of your Petitioner's said Attorney on the said last-mentioned day, the said Mayor's Court was pleased to order and decree that your Petitioner should pay unto the said Complainant the full and just sum of Eight Hundred and Eighty Nine Star Pagodas five fanams and forty Casks with all such Interest as there was, or should hereafter become due thereon, with the costs of Suit, as by the said Copy of the said Contract doth also appear. From which order and Decree of the said Mayor's Court your Petitioner doth appeal to this Humble Court as he conceives himself materially injured and aggrieved thereby, for the following among other reasons. —

First. — Because your Petitioner having come to the said Mayor's Court, by furnishing Instructions and Money for taking out a Copy of the said Bill of Complaint from the Register, of the said Court that he had a serious Intention to answer the same, the said Mayor's Court from the Knowledge of such Circumstances should as your Petitioner humbly conceives have granted him a further Mark to answer the said Bill; it being manifest your Petitioner did not seek to occasion a Cause to delay.

Secondly. — Because the said Mayor's Court has not as your Petitioner humbly conceives sufficient Evidence before them to decree as they have done in the Premises, in as much as they had no Proof of the Execution of the said pretended promissory Note by your Petitioner, and consequently had no manner of Satisfaction of the validity of the Grounds of action of the said Complainant arising out of the said pretended promissory Note.

Lastly

Lastly - Because the said Mayors
 Court have awarded or Decreed to the said Complainant and not
 Interest on the sum supposed to be advanced in and upon the
 said pretended Promissory Note, and as such Interest could
 only be regarded in the Nature of Damages for a supposed
 forbearance of the Payment of the sum alleged to be pro-
 vided by your Petitioner in the said supposed writing -
 Your Petitioner humbly contends that the same could not
 be justly calculated and ascertained but by reference to and as
 proof of the said Promissory Note, and which your Petitioner
 hath herein before shown was not before the said Court

For all which Reasons
 and things and such others
 as may be offered at the hearing
 your Petitioner most humbly
 prays that this Honorable Court
 will be pleased to reverse the said
 Order and Decree of the said Mayors
 Court in the Premises and grant
 unto your Petitioner and that
 to file and Exhibit his answer to
 the Bill of Complaint of the said
 Complainant and grant unto
 your Petitioner such other relief
 in the premises as to this Honorable
 Court shall seem meet

Samuel
 Esq. &c.

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 1.st of May Anno Domini 1798

Present

William Abbott Esquire Mayor
William Webb and Richard Yeldam
Aldermen

William Rutter

~~William~~ William Norton Chittes

The Attorney for the complainant produces to the Court a
certificate from the Registrar setting forth that the usual Rules have
issued for the Defendant to answer the complainant's Bill which
he has neglected doing - he therefore prays that a Decree may now
pass, to which the opposite attorney object and prays that he
may be allowed one Week to answer as he only received Instruc-
tions yesterday and Money to take out copy of the Bill -
Ordered that a Decree do pass - Bill read

Appearing by the Records of this Court that
the usual Rules have issued for the Defendant to answer the
complainant's 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 do pay unto the Com-
plainant the full and Just Sum of Eight Hundred and
Eighty Nine Pagodas five fanams and forty cash / Pags.
889. 5. 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

/ Attest /

Attest Copy

Samuel
Tob for atty.

/ Signed / J. Webb
By Atty.

Lastly - Because the said Mayors
 Court have awarded or Decreed to the said Complainant an
 Interest on the sum supposed to be advanced in and upon the
 said pretended *Bromley's Note*, and as such Interest could
 only be regarded in the Nature of Damages for a supposed
 forbearance of the Payment of the sum alleged to be pro-
 vided by your Petitioner in the said supposed writing -
 Your Petitioner humbly contends that the same could not
 be justly calculated and ascertained but by reference to and the
 proof of the said *Bromley's Note*, and which your Petitioner
 hath herein before shown was not before the said Court

*For all which Reasons
 and things and such others
 as may be offered at the hearing
 your Petitioner most humbly
 prays that the Hon^{ble} Court
 will be pleased to reverse the said
 Order and Decree of the said Mayors
 Court in the Premises and grant
 unto your Petitioner an Order
 to file and Exhibit his answer to
 the Bill of Complaint of the said
 Complainant and grant unto
 your Petitioner such other relief
 in the premises as to the Hon^{ble}
 Court shall seem meet*

*Samuel
 L. J. Esq.*

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 1.st of May Anno Domini 1798

Present

William Abbott Esquire Mayor
William Webb and Richard Yeldam
Aldermen

William Putter

~~William~~ William Webb Esq. Chitty

The Attorney for the complainant produces to the Court a
certificate from the Register setting forth that the usual Rules have
issued for the Defendant to answer the complainant's Bill which
he has neglected doing - he therefore prays that a Decree may now
pass, to which the opposite attorney object and prays that he
may be allowed one Week to answer as he only received Instruc-
tions yesterday and a Money to take out copy of the Bill -
Ordered that a Decree do pass - Bill read

It appearing by the Records of this Court that
the usual Rules have issued for the Defendant to answer the
complainant's 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 do pay unto the Com-
plainant the full and Just Sum of Eight Hundred and
Eighty Nine Pounds five pence and forty pence / Pounds
889. 5. 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

/ Attest /

/ Signed / W. Abbott
By Regt.

Attest
Samuel
Tob for atty.

Lastly. - Because the said Mayors
 Court have awarded or Decreed to the said Complainant an
 Interest on the sum supposed to be advanced in and upon the
 said pretended Promissory Note, and as such Interest could
 only be regarded in the Nature of Damages for a supposed
 forbearance of the Payment of the sum alleged to be pro-
 mised by your Petitioner in the said supposed writing -
 Your Petitioner humbly contends that the same could not
 be justly calculated and assessed but by reference to and the
 proof of the said Promissory Note, and which your Petitioner
 hath herein before shewn was not before the said Court.

For all which Reasons
 and things and such others
 as may be offered at the hearing
 your Petitioner most humbly
 prays that this Honorable Court
 will be pleased to reverse the said
 Order and Decree of the said Mayors
 Court in the Premises and grant
 unto your Petitioner one that
 to file and Exhibit his answer to
 the Bill of Complaint of the said
 Complainant and grant unto
 your Petitioner such other relief
 in the premises as to this Honorable
 Court shall seem meet.

Samuel
 Sol for Pet.

Excerpt from the Minutes of a Court Held at the Town Hall
on Tuesday the 1.st of May Anno Domini 1798

Present

William Abbott Esquire Mayor
William Webb and Richard Yeldam
Aldermen

William Rutter

~~William~~ William Norton Chittes

The Attorney for the complainant produces to the Court a
certificate from the Registrar setting forth that the usual Rules have
issued for the Defendant to answer the complainant's Bill which
he has neglected doing - he therefore prays that a Decree may now
pass, to which the opposite attorney object and prays that he
may be allowed one Week to answer as he only received Instruc-
tions yesterday and a Money to take out copy of the Bill -
Ordered that a Decree do pass - Bill made

It appearing by the Records of this Court that
the usual Rules have issued for the Defendant to answer the
complainant's 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 do pay unto the Com-
plainant the full and Just Sum of Eight Hundred and
Eighty Nine Pagodas five pence and forty (note) / Pag.
889. 5. 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

/ Attest /

/ Signed / W. Abbott
By Regt.

Attest
Samuel
Clerk for the Court

To the Honble Lieutenant General George Harris
Governor in Council of the

In the Honble the Court of
Appeals at Madraspatnam

St. George

Between William Butler of Madras
Inhabitant Complainant and Paulson
Muttiah Chetty of the same Place
Merchant Defendant

The Answer of the above named Complainant
to the Petition and Appeal of the above named Defendant

Filed in my office
the 31st May 1798.

Chas^r Baker
clks

This Respondent knoweth and saith that he
doth admit to have exhibited and filed his Bill of Complaint in the
Honble the Mayor's Court at Madraspatnam against the said
appellant at the time in the manner and for the purpose stated by
the said appellant in his Petition and appeal - and this Respondent
doth also admit that the appellant did at the same time shew in
his said Petition, appear by his attorney in the said Mayor's Court
and that at the expiration of the last of the Rules requiring the said
appellant to answer this Respondent's Bill, the attorney of this
Respondent did pray at Duces of the said Mayor's Court in behalf
of this Respondent, as in default of an answer - and this Respondent
doth also admit that the said appellant did by his said Attorney
make the objection to the signing of the said Duces as stated by
the appellant, and that the said Mayor's Court ordered that
the same did order and Duces as in particularly set forth by
the appellant in and by his Petition and appeal.

But this Respondent doth deny that the appellant is
injured or aggrieved by the

Court or that he hath any just cause or reason of appeal therefrom and this Respondent in answer to the appellants first reason of appeal, doth deny that the appellant did wince to the said Mayor's Court in any manner, a serious intention of answering this Respondent's Bill of Complaint For this Respondent saith, the appellant by not complying with the Rules which had passed for that purpose had clearly winced to the Mayor's Court, that in praying further time his object was solely to procrastinate and therefore the Mayor's Court in granting their Decree in favor of this Respondent acted in conformity to strict Justice, and in Support of their own Rules of Practice with which the appellant had not complied - and in answer to the second and the last Causes or Reasons of appeal, this Respondent saith, that if the appellant had any just defence to set up to the action of this Respondent, he the appellant would have availed himself of the time granted by the said Court, and in as much as he did not do the same, the presumption was that he had no defence to offer, and that this Respondent's claim was just and Lawful, and therefore the Mayor's Court in taking this Respondent's Bill pro Confesso, without requiring proof of the promissory Note, on which this Respondent had brought his action, and by giving their Decree in the premises acted Consequent with Justice and Equity, as well as with the Practice of the Court of Chancery in similar cases.

Wherefore and for such reasons as may be offered at the hearing hereof this Respondent prays this Honble Court will be pleased to affirm the said order and Decree of the said Mayor's Court, and dismiss the Petition of the appellant with costs.

Hall and Corporation
Solicitors for Respondent

Filed 3rd August 1777

The Honble the Mayors Court
at Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court, your Oratrix, Pampamall of Madras,
Widow and Relict of George Tubbay Modilian late of Madras
aforesaid Inhabitant, deceased, that Colandy also of the same
place, Spinster, Dancing Girl / commonly so called and
denominated / living on or about the Thirtieth day of the Month
of January, and in the present year of Christ one Thousand
Seven Hundred and Ninety Four, indebted unto your Oratrix,
in the full and Just Sum of One Thousand eight Hundred
and thirty Six Star Pagodas of the current and lawful
Money of Madras, did on the day and year aforesaid duly
execute and grant unto your Oratrix a certain Bond or
Obligation in writing for the said Sum of one Thousand Eight
Hundred and thirty Six Pagodas, and whole said Sum, she the
said Colandy did in and by the said Bond or writing obligatory
promise and Engage to repay unto your Oratrix on or before
the thirtieth day of April then next following and ever long
since past, together with such Interest as should or might
become due thereon, at and after the rate of Nine per centum
per annum and your Oratrix sheweth unto this Honble Court
that for the better and more Effectually securing unto your
Oratrix the Repayment of the said Sum of one Thousand
Eight Hundred and thirty Six Pagodas, with such Interest
thereon as aforesaid, and at the time in the said Bond or
writing obligatory for that purpose limited and appointed
she the said Colandy did therein and thereby Mortgage, assign
and set over unto your Oratrix a certain Choultry Bill of
Sale (in the Name of her the said Colandy given and granted)
of

of a certain House bearing the Number 3556 Situated at Poot, Kachin's Peltah, in Acharaparis Street between the Houses of Samnara Chinnayya and Menjara Surawaty Peltah, the property of her the said Colony, and all her right, title and Interest therein and thereto; and your Oratrix further Sheweth unto this Honorable Court that the said Colony did in and by the said in part recited Bond or writing obligatory as aforesaid, Covenant, promise and agree to and with your Oratrix that in default of Payment being made by her the said Colony of the said Principal Sum of One Thousand Eight Hundred and thirty six Pagodas, together with all such Interest as might grow due thereon in manner and form as herein before recited and set forth, that then and in such case your Oratrix should be entitled, and did therein and thereby accordingly permit and fully authorize and empower your Oratrix to sue for and recover the same in this Honorable Court, as by a copy of the Translation of the said Bond or writing obligatory herewith annexed for the Inspection of this Honorable Court, and to which your Oratrix craves leave to refer, and prays that the same may be taken and admitted as part and parcel of this her Bill of Complaint, the Original of the said Bond or writing obligatory together with the Translation thereof being in the custody and possession of your Oratrix, and ready to be produced and proved when required, Relation being thereunto had, and which your Oratrix prays may be had, it hath and will more fully and at large appear. - And your Oratrix Sheweth that in a computation of the Interest arisen and grown due on the said principal sum of one Thousand Eight Hundred and thirty six Pagodas from the day of the date of the said Bond or writing obligatory, to wit, from the thirtieth day of January in the present year of Christ One Thousand Seven Hundred and Ninety Seven to the twenty fifth day of July now last past, at and after

the aforesaid rate of Nine per Centum per annum the same doth amount to the sum of Eighty Pagodas Thirteen fanams and fifty two Cash, and which said last mentioned Sum in addition to the said Principal Sum of one Thousand Eight Hundred and thirty Six Pagodas, doth make and compose the aggregate Sum of one Thousand Nine Hundred and sixteen Pagodas, six Thirteen fanams and fifty two Cash, Current Money of Madras aforesaid, as will more fully and at large appear in and by the Copy of a certain account Current herunto also annexed for the inspection of this Honble Court, and prayed by Your Oratrix to be taken and received as part of this her Bill of Complaint the original thereof being in the possession of Your Oratrix, and ready to be produced when required;— And your Oratrix sheweth that the said Colandy hath not at any time relation from and since the Execution of the said Bond or writing obligatory unto your Oratrix, paid off and discharged the amount Principal or Interest of the same or any part thereof: And your Oratrix therefore chargeth that the said Colandy is and doth stand justly and truly indebted unto your Oratrix in the said Sum of one Thousand Nine Hundred and sixteen Six Pagodas, Thirteen fanams and fifty two Cash Current and Lawful Money of Madras aforesaid making in sterling Money of Great Britain at and after the rate of Exchange of Eight Shillings for each and every Pagoda, the sum of Seven Hundred and sixty Six Pounds, Two Shillings and Six Pence or thereabouts.—

And your Oratrix sheweth unto this Honble Court that she hath frequently and in a fair and amicable manner applied to the said Colandy, and requested of her to pay off and discharge the amount Principal and Interest of the said Bond or writing obligatory; with which said friendly requisitions your Oratrix well hoped the said Colandy would have complied without suit,

as in Justice and Equity she ought to have done. —

But now so it is and may it please this Honble Court, the said Colandy obstinately and wilfully refuses to pay off and discharge the said Sum of one Thousand Eight Hundred and thirty six Pagodas, being the amount Principal of the said Bond or writing obligatory, together with the Interest accumulated and grown due thereon, or any part thereof, or to give your Oratrix any manner of Satisfaction in and touching the premises; Your Oratrix therefore prays a general relief, such as to this Honble Court shall appear agreeable to Equity and good Conscience. —

I shew therefore that the said Colandy may upon her Corporal Oath full, true, direct and perfect answer make to all and singular the matters and things herein before set forth and alleged, as fully, truly and effectually to all intents and purposes, as if the same were here again repeated, and she therunto particularly and especially Interrogated; and that she the said Colandy may be Duesd to pay unto your Oratrix the aforesaid Sum of one Thousand Nine Hundred and sixteen Star Pagodas, thirteen paces and fifty two Cash Current Money of Madras aforesaid, together with all such Interest as now or shall hereafter become due thereon as herein all sorts of this Suit. —

May it Please this Honble Court to cause the said Colandy to be Summoned and Equired by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at certain time and place to be by this Honble Court prefixed and appointed, there and there to answer this your Oratrix Bill of Complaint, and further to stand to abide by and perform

perform such order and Deceit herein as to this Court shall
seem meet.

St. George 3^d August 1797.

This Bill was shown to me in the days
of adjournment let a summons issue
returnable next court day.

R Williams
Att^y for Longitt

Wm Irving
Mayor

Translation of a Mortgage Bond of House dated 30th January 1797.

Isolandy daughter of Veneatadellam the dancing girl of
Sannamall is over Pagoda of Madras do give this Mortgage Bond
of House to Sannamall wife of Coore Soderay Moodelliar of the
same Place that is to say.

In consequence of my urgent occasion I have this day mort-
gaged to you a Choultry Bill of Sale in my Name of my House bearing
Number 3156 Situated at Seder Naichur Sittu in Muchaupans
Street between the Houses Sannara Chinnayya and Murgueras
Tosovaty Pillay and borrowed and received of you the sum of 1836
One thousand Eight Hundred and thirty six Mos Pagodas Current
Money of Madras which sum I do hereby engage to repay you on or
before the 30th April next with all such Interest as shall or may
become due thereon at the rate of 9% per annum and redeem
my Bill of Sale of my House In default of which you are hereby
Empowered to Proquest in the Honble the Mayors Court and recover
your Principal and Interest agreeable to the bond by disposing
my House Thus I have Voluntarily given you this Mortgage
Bond Witnessing Sannamall Paramusiva Moodelliar and
Mily Syah Moodelliar by their Knowledge this Mortgage Bond
of House was drawn by Aramangal Jagambaram. —

Signed Soderay

Witnesses Signed
Paramusiva
Syah

Now Translation as near as can be
from the Malabar Language

Paramusiva
Interpreter

atuecopy
R Williams

Extract from the Minutes of Court Held at the Town Hall on
Tuesday the 5th Day of May Anno Domini 1798.

Present
William Abbott Esquire Mayor
William Webb and Richard Tildesham
Aldermen

Taynamall
vs
Colandry

The Attorney for the complainant produces to the court a
certificate from the Registrar setting forth that the usual rules have
issued for the Defendant to answer the complainant's Bill which
she has neglected doing - He therefore prays that a Decree may now
pass - to which the opposite attorney objects and prays that he
may be allowed one Week to answer the rule only expiring this day.
Ordered that a Decree do pass - Bill Read. -

Appearing by the Records of this Court
that the usual Rules have issued for the Defendant to answer the
complainant's Bill which she 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 com-
plainant the full and Just sum of one Thousand Nine
Hundred and Sixteen Pagodas three hundred and fifty two
Cass / Pagodas 1916. 13. 32 / 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.

/ Attest Extract /

J. Webb
Clerk

To the Honble Lieut. Genl. George Harris
President in Council

Fort St. George

In the Court of Appeals at
Madraspatnam

Between, Rajammal of Madras
Mistress, complainant, and Colony of the
same Place, Spinster, Danung Girl
Commonly so called and Denominated/
Defendant.

The Humble Petition and Appeal of the
above named Defendant

Sheweth,

That on the third day of August in the Year of

Christ One Thousand Seven Hundred and Ninety Seven the
above named complainant did file a Bill of Complaint in the
Honble the Mayor's Court of Madraspatnam against Your
Petitioner for the recovery of the sum of one Thousand Nine Hundred
and Sixty Nine Paces and thirty four Annas and fifty two Cash and
charged to be due and owing unto her the said complainant on a
Mortgage Bond or Specialty alleged to be executed by your
Petitioner and on an Account Current Copy of which said
Mortgage Bond and account Current were annexed to the complaint.
said Bill of Complaint and your Petitioner further sheweth
that the said complainant having sworn to an Affidavit
verifying her pretended demand against your Petitioner on
the third day of October in the said year of Christ one Thousand
Seven Hundred and Ninety Seven the said Mayor's Court was
pleased to issue a Warrant of Sequestration directing the

Shriff

Filed in my Office
the 14th May 1798.

Chas. Baker
clerk

Sheriff of Port Saint George and Town of Madraspatnam
 aforesaid to seize and sequester the property of your Petitioner
 specified in the Mortgage Bond alleged to be executed by your
 Petitioner as aforesaid in order that the said Sheriff might
 satisfy the complainants said pretended demand — And
 your Petitioner sheweth that the said Sheriff did accordingly on
 return the said writ of Sequestration on the tenth day of the
 said Month of October and year aforesaid with an Indorsement
 on the Back of the said writ Specifying that he had by Virtue
 of the said Warrant of Sequestration be him directed as aforesaid
 Sequestered the property of your Petitioner — And your Pet.
 sheweth that she did on the third day of April in the present year
 of Christ one Thousand Nine Hundred and Ninety Eight, appear by
 her Attorney at Law, and the usual Rules having passed for your
 Petitioner to answer, And your Petitioner being absent from
 Madras, was thereby unable to prepare her answer in due
 time whereupon the said Mayor's Court on the first day of May
 made Instant at the Instance of the Attorney for the complainant
 did pass a Decree that your Petitioner should pay unto the
 complainant the full and Just sum one Thousand Nine
 Hundred and Sixty Pagodas three hundred and fifty two cash
 together with such Interest as there was or might thereafter
 become due thereon together with the costs of Suit, as will
 more fully appear by a copy of the Decree of the said Mayor's
 Court annexed together with a Minute entered by your Pet.
 Attorney at Law praying after this time might be allowed
 your Petitioner to file her answer to the said complainants
 said Bill of Complaint which prayer so made and entered
 as aforesaid the said Mayor's Court in Common Justice to
 your Petitioner ought to have allowed from the special
 circumstance of the case in order that she might have been
 benefited

benefited by her answer what it was the intent intention of your
 Petitioner previous to the expiration of the time specified by the said
 Minute so entered of Record as aforesaid in the said Mayor's Court
 by your Petitioner's said Attorney at Law to have filed - And your
 Petitioner prays the Decree so passed as aforesaid together with the
 Minute entered by your Petitioner's said Attorney at Law
 be annulled opposing such Decree may be taken and
 revived as part of this her Petition and appeal. -

From which said order and Decree of the said Mayor's
 Court your Petitioner doth appeal to this Honble Court as she conceives
 herself materially injured and aggrieved thereby for the following
 among other Reasons. -

First

Because it is not unusual with the said Mayor's
 Court to enlarge the Rules for answering on application from the
 Defendants attorney to that end on his alleging good and
 sufficient reasons for the same and although your Petitioner did
 prefer a prayer by her attorney praying of the said Mayor's Court
 to allow her a further time to answer to the Complainant's said
 Bill of Complaint your Petitioner did not obtain an enlargement
 of the said Rules although uniformly granted on similar application
 to other Sutors of the said Court for although it may and in fact
 does appear by the said Complainant's said Bill of Complaint
 that the gist of action arises on a Mortgage Bond alleged
 to have been given and executed by your Petitioner unto the
 said Complainant but altho such circumstances more fully appear
 your Petitioner heretofore at different periods had very considerable
 dealings and money transactions with the said Complainant
 from which circumstances it surely was a fair and equitable
 presumption to suppose your Petitioner had good grounds
 for defence to the said Bill of Complaint and it may also be

but fair to suppose that your Petitioner since the Execution of the said Mortgage Bond from the many and different dealings and transactions had together as aforesaid may have liquidated part of the said Mortgage Bonds now in suit against your Petitioner. Your Petitioner does humbly contend that had the said Mayor's Court complied with your Petitioner's Supplication it could not be deemed as a prejudicial circumstance as a similar indulgence is in most cases that come before the said Mayor's Court allowed and granted but admitting as forerunner of the kind could have been allowed still the equity of your Petitioner's case apparent in the circumstances hereby stated ought to have entitled her to an extension of time more particularly when a continuation of interest at the rate of Nine per cent per annum would have been allowed on such said Principal sum charged by the said Bill of Complaint to be due and owing by your Petitioner as aforesaid.

Secondly

Your Petitioner sheweth that the said Mayor's Court when and at the time of passing the said decree as aforesaid had only an Ex parte evidence whereon such Decree was founded for by having as aforesaid deprived your Petitioner of filing her answer to the Complainant's said Bill of Complaint there was no positive proof before the said Court of the Justice of the said Complainant's Demand against your Petitioner for neither was the due Execution of the said Mortgage Bond proved by either of the Subscribing Witnesses whose names appear affixed thereto as Witnesses to the same consequently there was not sufficient Evidence before the said Mayor's Court whereon to ground a Decree.

Your Petitioner therefore prays that the said Mayor's Court will be pleased to set aside the Decree of the said Mayor's Court and allow of further time of one Week for your Petitioner to file her answer to the said Bill of Complaint & grant such other relief as in their Wisdom may seem meet.

Wm. Ricketts
Solicitor for appellants

Extract from the Minutes of Court Held at the Town Hall
on Tuesday the 5th day of May, Anno Domini 1798.

Present

William Abbott Esquire Mayor
William Webb and Richard Gilden
Aldermen

Paupers
Colony

The Attorney for the complainant produces to the Court a
Certificate from the Registrar setting forth that the usual Rules have
issued for the Defendant to answer the Complainant's Bill which
she has neglected doing. He therefore prays that a Decree may
now pass to which the opposite Attorney objects and prays that
he may be allowed one Week to answer, the Rule only expiring this day.
Ordered that a Decree do pass. Bill made.

Appearing by the Records of this Court
that the usual Rules have issued for the Defendant to answer the
Complainant's Bill which she 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
Thousand Nine Hundred and Sixty Six Rupees and thirteen paise
and fifty two Casks / Rupees 1916. 13. 52 / 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
/ Thus Extract /

J. Abbott
Clerk

Attest Copy

G. B. Pickett's
Solicitor for appellants

To the Honble Lieutenant General George Harris
President in Council
Fort St. George

In the Court of Appeals,
at Madraspatnam

Between Supammall of Madras, Widow
Complainant and Colony of the same
place Spinster Dancing Girl (com-
monly so called and denominated)
Defendant

The Answer of the abovesaid Complainant to the
Petition and appeal of the abovesaid Defendant.

This Respondent admits that on the third
day of August in the Year of Christ One Thousand Seven Hundred and
Ninety Seven this Respondent did file a Bill of Complaint in the
Honble the Mayor's Court of Madraspatnam against the said Pet-
itioner for the recovery of the sum of one Thousand Nine Hundred and
Sixty Six Rupees and thirty two Cash charges
to be due and owing unto her (this Respondent) on a Mortgage
Bond or specialty alleged to be executed by the Petitioner, and on an
account current, copies of which said Mortgage Bond and account
current were annexed to this Respondent's said Bill of Complaint,
and this Respondent doth admit that having sworn to an Affidavit
Verifying her demand against the Petitioner, on the third day of
October in the said Year of Christ One Thousand Seven Hundred and
Ninety Seven, the said Mayor's Court was pleased to issue a Warrant
of Sequestration directing the Sheriff of Fort Saint George and
Town of Madraspatnam aforesaid to seize and sequester the property
of the Petitioner specified in the Mortgage Bond executed by the
Petitioner

Filed in my office
the 25th May 1798.

Wm. P. Baker
clerk

Petitioner as aforesaid, in order that the said Sheriff might satisfy
 this Respondent's said demand, and this Respondent doth admit
 that the said Sheriff did accordingly return the said writ of Sequestration
 on the tenth day of the said Month of October and year aforesaid with
 an instrument on the back of the said writ specifying that he had
 by virtue of the said Warrant of Sequestration to him directed as
 aforesaid Sequestered the Property of the Petitioner; and this
 Respondent doth admit that on the third day of April in the
 present year of Christ One Thousand Seven Hundred and Twenty
 Eight the Petitioner did appear by her attorney at Law and the
 Usual Rules having passed for the Petitioner to answer (but this
 Respondent doth by no means admit that the Petitioner was
 absent from Madras as is wrongly alleged by her in her said
 Petition of appeal; or that if she had been absent, she was thereby
 unable to prepare her answer in due time, or that thereupon, as is
 also alleged in the said Petition of appeal) the said Mayor's Court
 on the first day of May now last past at the instance of the
 Attorney for this Respondent did pass a Decree that the Petitioner
 should pay unto this Respondent the full and just sum of
 One Thousand Nine Hundred and Sixty Six Rupees the sum
 for arrears and Fifty two Cents together with such Interest as there
 was, or ought thereafter become due thereon together with the costs
 of the Suit as is pretended by the Petitioner will appear by a
 Copy of the Decree of the said Mayor's Court annexed to the
 Petitioner's Petition of appeal, nor doth this Respondent admit
 that any such Circumstance appears by any Minute of the said
 Petitioner's attorney at Law praying for the same might be
 allowed the Petitioner to file her answer to the said Complaint
 said Bill of Complaint, nor doth this Respondent admit that
 such prayer so made and entered as aforesaid ought in
 justice to the Petitioner to have induced the said Mayor's Court
 to have allowed her the special Circumstances of the case and

extension of time whatever to file her answer because there was nothing apparent before the Mayor's Court why she could not have filed her answer previous to the Expiration of the time and specified by the said Minute as entered of Record as aforesaid in the said Mayor's Court conformable to the earnest intention of the said Petitioner as signified in her said Petition. And this Respondent in further answer doth deny that the said Petitioner is in any way injured or aggrieved by the said order and Decree of the said Mayor's Court.

And in answer to the first pretended Reason or Cause of appeal, this Respondent doth admit, that it is not unusual with the said Mayor's Court to enlarge Rules for answering, or any other Rules beyond the limited and prescribed period, provided it shall appear to the said Court just and equitable so to do, or provided there shall be any good and sufficient Reason advanced by the party praying such extension of time; but this Respondent doth deny that any good or sufficient Reason, or any Reason at all, was advanced or urged by the said Petitioner to induce the said Mayor's Court to allow the Petitioner any further time to answer this Respondent's said Bill of Complaint.

And as to that part of the said first pretended Reason or Cause of appeal wherein the appellant states that "She did prefer a prayer by her attorney praying that the said Mayor's Court would allow her a further time to answer this Respondent's said Bill of Complaint and that she did not obtain an enlargement of the said Rules although uniformly granted on similar applications to other suitors of the said Mayor's Court" - this Respondent in answer thereto saith that the only prayer appearing by the Extract from the Proceedings of the said Mayor's Court as having been urged or advanced by the said appellant was that the Rules for answering only expired on the day on which the appellant made such prayer, without

was the smallest pretence that the time which had been allowed to the appellant to answer such Bill, had not been fully adequate and ample. and as to that particular part of the said first pretended reason or cause wherein she would seem to infer, and would wish to have it believed that the said Mayor's Court were accustomed to grant extension of time to other Sutors, and upon similar applications, and circumstances as those under which the appellant was situated, this Respondent cannot in any degree admit the same; but must on the contrary assert that the said Mayor's Court have uniformly denied the application of any Sutor under circumstances and situation similar to the appellants - and indeed this Respondent would submit that so much is admitted by the appellant in the very outset of her first pretended reason or cause of appeal, wherein she says that as an inducement for the Mayor's Court to extend their rules beyond the usual, limited or prescribed periods, there should at least be a good and sufficient reason stated.

And in answer to the further part of the Petitioner's said pretended first cause or reason of appeal, this Respondent saith, that there was no fair or equitable presumption that the Petitioner had any good grounds of defence, but on the contrary this Respondent submits that the presumption is, that if there had been even the shadow of ground of defence the Petitioner would have gladly caught at it rather than have allowed a Decree to pass under circumstances so unfavorable and conclusive against the Petitioner, she having had from the third day of August One Thousand Seven Hundred and Ninety Seven until the first day of May One Thousand Seven Hundred and Ninety Eight to have put in her defence, for though it is now set up, by above allegation in the Petition of appeal, that the Petitioner was absent from Massas at the time the Decree passed, yet such must appear to be merely evasive, and the reasonable construction

construction to be put upon the conduct of the Petitioner, this Respondent submits, is, that from the time the Bill was filed until the time the Decree was granted, every delay has been carried for the purpose of wading the ends of Justice, and that the present appeal is nothing more than a continuation of the same mode of conduct.

And this Respondent does further deny that it is any where apparent or presumable that the Petitioner has any dealings whatever with this Respondent that would have enabled her to have set off any thing against this Respondent's demand, in as much as there was ample time to have stated any such matters had they existed, and it is to be supposed she would, had she had it in her power, have availed herself of the opportunity so to do.

And in further answer to the Petitioner's said pretended cause or reason of appeal wherein she says "that it may also be but fair to suppose that she the Petitioner since the Execution of the mortgage Bond from the many and different dealings and transactions had together as aforesaid may have liquidated part of the said Mortgage Bond now in suit against her the Petitioner, she humbly contends that had the Mayor's Court complied with her Supplication it could not have been considered as a prejudicial circumstance as a similar indulgence is in most cases that come before the Mayor's Court allowed and granted." This Respondent saith that as the Execution of the Bond was evident to them not only from the fact of the Bond being in the possession of this Respondent, but from the additional circumstance of this Respondent having sworn to the entire of the debt on the said Bond being due, the said Court could not suppose that any transactions or dealings had occurred to annul the said debt, nor could they suppose that the Petitioner might have liquidated

any part thereof, but on the contrary they were bound from the
 several proceedings had in the said cause to consider every thing
 the course of what has been practically set up by the appellant
 as a pretence for keeping this Respondent so much longer out of
 that which is her just right.

And in answer to the several pretended causes
 or reason of appeal this Respondent saith there was good and
 sufficient ground for the said Mayor's Court to give their said
 Dues in favor of this Respondent, for independence of the Oath of
 this Respondent to the Justice of her demand and she submits that
 allegations not denied need not be proven, and that a Bill
 not answered is and ought to be taken as it has been done - *et*
pro confesso - notwithstanding the attorney for the Respondent
 prayed after their Clerk's answer, the rule only expiring on the
 day of such prayer, and which rules, and which prayers, the
 same circumstances only existing, might be continued with
 ease.

This Respondent therefore prays
 that the Honorable Court will be
 pleased to affirm the said Dues of
 the said Mayor's Court, and that the
 Petition and appeal of the said
 appellant may be dismissed with
 exemplary costs for her Obstinacy
 and Wanton conduct in the
 premises.

D. Williams
 Solicitor for Respondent

Court of the Recorder
Port Saint George, Madras }

Friday the 30th day of November
Anno Domini 1798.

Present
Sir Thomas Strange Knight Recorder
James Ball - William Webb and Benjamin
Roberts - Aldermen.

Between Salunda of Madras Spinster
Dancing Girl (commonly so called
and Denominated) appellants and
Loupaul of the same place Widow
Respondent.

This cause coming on to be Heard and Debated
this day in the presence of the Attornies on both Sides upon
hearing the Petition of appeal and Answer, and the Several
Exhibits of the late Honourable the Mayor's Court together
with the Decree of the said Court given in this cause on
Tuesday the 5th day of May Anno Domini 1798.
upon due consideration had of the matters therein severally
contained and of the Readings and arguments used by the
Attornies on both Sides This Court doth think fit to order
and Decree and doth accordingly Order and Decree that the
said Decree of the late Mayor's Court do stand affirmed
and that the appellants Petition be dismissed with costs.

A Cur

Filed 13th October 1796

To the Honble the Mayor's Court
at Madraspatnam

Humbly Complaining, Sheweth unto this
Honble Court your Orator Sully Mangapally Chetty of Madras
Inhabitant that Sorewar Chetty Sorewar Chetty of the same
place Inhabitant did on the tenth day of December which
was in the Year of our Lord One Thousand Seven Hundred
and Ninety five execute unto your Orator his certain Bond
or writing obligatory in the Penal sum of five Thousand five
Hundred and Eighty Star Pagodas conditioned for the repayment
unto your Orator of the sum of One Thousand two Hundred and
Ninety Star Pagodas in three Months from the day of the date
of the said Bond or Writing obligatory together with Interest
in the meantime at the rate of Twelve per Cent per Annum and
in the fault of Payment thereof the said Sorewar Chetty, Sorewar
Chetty did in and by a certain Warrant of Attorney for confession
Judgment upon the said Bond or writing obligatory and bearing
date the said tenth day of December One Thousand Seven Hundred
and Ninety five, authorize and Empower your Orator to sue him the
said Sorewar Chetty Sorewar Chetty for the recovery of the said sum
of One Thousand two Hundred and Ninety Star Pagodas with the
Interest thereof at the rate aforesaid in this Honble Court as by the
said Bond and Warrant of Attorney in your Orator's possession
and ready to be produced whenever this Honble Court shall require the
same it doth and will more fully appear, and your Orator sheweth
unto this Honble Court that the said Sorewar Chetty Sorewar Chetty
hath not yet paid unto your Orator the said sum of One Thousand
two Hundred and Ninety Star Pagodas or any part thereof nor
the Interest thereof or any part thereof whereupon your Orator

Chargeth that the said Swarn Chetty, Sarny Chetty now is and
 standeth justly and truly indebted to your orator for principal and
 Interest upon the foot of the said Bond or Writing obligatory in
 the sum of one Thousand four Hundred and Nineteen Star Pagodas
 making in Sterling Money of Great Britain at the
 Exchange of eight Shillings for every Pagoda the sum of five
 Hundred and Sixty Seven Pounds and twelve Shillings or thereabouts
 which will more particularly appear by the Copy of an account
 current herunto annexed, which your orator prays may be
 taken as part of this his Bill of Complaint and to which he
 humbly craves leave to refer the original thereof being ready to be
 produced when required. And your orator sheweth unto this
 Honble Court that he hath frequently in an amicable manner
 applied to the said Swarn Chetty, Sarny Chetty to pay off
 and discharge the said sum of one Thousand four Hundred and
 Nineteen Star Pagodas or due and owing to your orator in
 manner aforesaid But now so it is may it please this
 Honble Court that the said Swarn Chetty, Sarny Chetty to
 injure and defraud your orator in this behalf hath not paid
 your orator the said sum of one Thousand four Hundred and
 Nineteen Star Pagodas or any part thereof, but hath hitherto
 altogether refused and still doth refuse to pay the same or to
 make your orator Satisfaction touching the premises To
 the End therefore that the said Swarn Chetty, Sarny Chetty
 may upon his oath full true direct and perfect answer make to
 all and singular the matters and Charges aforesaid as fully truly
 and Effectually to all intents and purposes as if the same were
 here again repeated and he thereunto particularly Interrogated
 and that the said Swarn Chetty, Sarny Chetty may forth-
 with be decreed to pay unto your orator the aforesaid sum
 of one Thousand four Hundred and Nineteen Star Pagodas
 with all such Interest as shall hereafter become due thereon
 together

together with all costs and Expenses which your Honor shall
Sustain and be put to in this Suit, and that your Honor may be
further and otherwise relieved in the premises according to
Equity and good Conscience, and as the nature of his case requires.

May it Please the Honble Court to cause the
Sd. am. Chitty Sundry Chitty to be summoned and required by
the Sheriff of Fort Saint George Town of Madras to attend
and the District thereof personally to be and appear before the
Honble Court at a certain time and place to be by this Honble
Court prefixed and appointed there and there to answer the
your Honor Bill of Complaint and further to stand to and
abide by such Order and Decree thereon as the Honble
Court shall deem meet.

Fort Saint George 12th day
of October 1796.

John White Attorney for
the complainant

This Bill was shown to me in the days of my
absence at a summons issue returnable
next Court day.

J. Daly
Mayor

D. S.

Extract from the Minutes of Court Held at the Town Hall...
Tuesday the 5th June Anno Domini 1798.

Present
William Abbott Esquire, Mayor
William Webb Richard Chase
Admiral

Sully, Mangapatty Chetty
vers

Sweram Chetty Sawmy Chetty

The Attorney for the complainant produces to the Court
a certificate from the Registrar setting forth that the usual Rules have
issued for the Defendant to answer the complainant's Bill, which
he has neglected doing He therefore prays that a Decree may now
pass the opposite attorney objects to the passing of a Decree in the
above Cause and prays to be indulged with a further time of day
With the subject matter of this suit being under an amicable
adjustment.
Bill Reads.

Appearing by the Records of this
Court that the usual Rules have issued for the Defendant to answer
the complainant's Bill which he has neglected doing This
Court doth therefore think fit to order and Decree and doth now
ingly order and Decree that the Defendant do pay unto the
complainant the full and great sum of one Thousand four
Hundred and Ninety Pagodas / Pagodas 149/-
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.

Attest

G Taylor

To the Honble Lieutenant General George Harris
President in Council
Fort Saint George

In the Honble the Court of
Appeals at Madraspatnam
Between Putty Mungapatty Chetty of
Madras Inhabitant Complainant and
Sivaram Chetty Sawmy Chetty of the
same place Inhabitant Defendant.

The Humble Petition and Appeal of Sivaram
Chetty Sawmy Chetty the Defendant aforesaid.

Humbly Sheweth

That the abovesaid Complainant Putty
Mungapatty Chetty did on or about the thirtieth day of
October which was in the year of Christ One Thousand Seven
Hundred and Ninety Six file and Exhibit a certain Bill
of Complaint in the Honble the Mayor's Court at Madraspatnam
against your Petitioner wherein and whereby it was obliged that
your Petitioner did on the tenth day of December which was
in the year of our Lord One Thousand Seven Hundred and
Ninety five execute unto the said Complainant a certain Bond,
or writing obligatory, in the penal sum of two Thousand
five Hundred and Eighty Sbar Sagodas conditioned for the
payment of the sum of one Thousand two Hundred and
Ninety Sbar Sagodas, in three Months from the day of the
date of the said Bond together with Interest in the mean
time at the rate of twelve per cent per annum and in default of
payment thereof that your Petitioner did in and by a certain
warrant

Filed in my office
the 18. June 1798.

Chas. Baker
clerk

warrant of Attorney for confessing judgment upon the said Bond or writing Obligatory bearing date the said tenth day of December one thousand seven hundred and ninety five authorize and empower the said complainant to sue your Petitioner for recovery of the said sum of one thousand two hundred and ninety six Pagodas with the Interest thereof at the rate aforesaid in the said Mayor's Court and which the said complainant alleged would more fully appear by the said Bond or Warrant of Attorney which he charged to be in his possession and ready to be produced whenever the said Mayor's Court might require the same and the said complainant did in and by his said Bill of Complaint further allege that your Petitioner had not paid the said sum of one thousand two hundred and ninety six Pagodas or any part thereof or the Interest thereof or any part thereof, and therefore that your Petitioner stood indebted unto him the said Pully Mungaratty Chetty in the full and legal sum of one thousand four hundred and ninety six Pagodas Current Money of Madras making in Sterling Money of Great Britain at the rate of eight shillings for every Pagoda the sum of Two hundred and sixty seven pounds and twelve shillings; and it was in and by the said Bill prayed that your Petitioner should be decreed to pay unto the said Pully Mungaratty Chetty the said sum of one thousand four hundred and ninety six Pagodas together with the Interest there due or to grow due thereon and all costs of Suit; and your Petitioner further sheweth that a Warrant of arrest for Contempt having issued upon the said Bill of Complaint your Petitioner was on or about the twenty Ninth April arrested thereon and committed to Prison where he remained confined until Tuesday the first day of May last past where he did appear by his Attorney at Law unto the said Bill of

Complaint; and your Petitioner further sheweth that the usual Rules issued requiring your Petitioner to file and Exhibit his answer to the said Bill of Complaint, which your Petitioner for the reasons hereinafter mentioned having failed to do, and the usual Rules having expired the Attorney for the said Complainant thereupon prayed the said Mayor's Court to pass a Decree against your Petitioner for default in not filing his answer within the usual time for that purpose limited and appointed to which said prayer on the part of the said Complainant your Petitioner did by his Attorney at Law did object for the reasons specified in the Extract of the Proceedings thereon in the said Mayor's Court, hereto annexed and which your Petitioner prays may be taken and received in support of this his Petition and appeal but which said objection the said Mayor's Court was not pleased to overrule and order that a Decree should pass against your Petitioner as by reference to the said Extract will more fully and at large appear, from which said order and Decree of the said Mayor's Court your Petitioner doth appeal to this Honorable Court as he doth consider himself greatly aggrieved thereby for the following amongst other reasons. —

First. Because that the Complainant on hearing that your Petitioner had taken out a Copy of the Bill of Complaint for the purpose of preparing a Plea and answer thereto, did apply unto your Petitioner and did in the presence of divers Witnesses make offers to your Petitioner of coming to a friendly and amicable adjustment of the matter in dispute, and did promise to stop proceedings in the said cause on the Expiration of the Rules for answering, and that he would accordingly direct his Attorney not to press for a Decree thereupon; provided, your Petitioner would not file his said Plea and answer; on the faith of such offers and assurances of the said Complainant your Petitioner did neglect

is to do. The said complainant notwithstanding his promises as aforesaid did by his attorney at Law on the Expiration of the Rules for answering, press for and obtain a decree. —

Secondly. Because that the complainant having under
such his fallacious promises and assurances procured your
Petitioner from filing his answer in due time, and which he
otherwise would have done, proves, as your Petitioner
humbly presumes, a premeditated fraud on the part of him
the said complainant; and that he hath taken an unfair
and surreptitious advantage of your Petitioner, and ought not
as your Petitioner is advised, to have any advantage from his
own wrong; and consequently, that the said Mayor's Court
ought not to have granted a Decree in opposition to the
prayer of your Petitioner's Attorney for the indulgence
of one Week under the circumstances above mentioned.

Thirdly Because the Mayor's Court doth frequently & enlarge rules for answering, on a prayer from the Defendants attorney assigning sufficient cause; and that your Petitioner humbly conceives he did shew sufficient cause to entitle him to such indulgence, in alleging by his attorney, that the Subject matter of the said Suit was in a train of amicable adjustment the said Mayor's Court did nevertheless refuse the prayer of your Petitioner in direct contradiction to a similar indulgence granted in the Cause Conapilly v. & Paddy Aratoon Shanavoon.

Wherefore, and for such other reasons as may appear at the hearing
of this matter, your Pet^r humbly prays that the said order & Decree
of the said Mayor's Court of the fifth day of June next, be forthwith
set aside and annulled and that your Pet^r may be allowed such
reasonable time to file his Plea and answer to the said Bill of
Complaint as the Court shall think proper.

Extract from the Minutes of Court Held at the Town Hall on
Tuesday the 5th June, Anno Domini 1898.

Present
William Abbott Esquire. Mayor
William Webb and Richard Chase
Aldermen

Sully, Mungapatty Chitty

^{vers}
Sivaram Chitty Sawney Chitty

The Attorney for the complainant produces to the Court
a Certificate from the Registrar setting forth that the usual Rules have
issued for the Defendant to answer the complainant's Bill which
he has neglected doing. He therefore prays that a Decree may now
pass the opposite attorney objects to the passing of a Decree in the
above cause and prays to be indulged with a further time of one
week the subject matter of this suit being under an amicable and
adjustment.
Bill Read.

It appearing by the Records of this
Honble Court that the usual Rules have issued for the Defendant
to answer the complainant's 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 do
pay unto the complainant the full and just sum of one
Thousand four Hundred and Ninety Pounds (£1490)
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 / s/ Attest Extract /

J. Taylors
Clerk

at test by
George W. Mahon
Solicitor for appellant

To the Honble Lieut. General George Harris
President and Council

Fort St. George

In the Honble the Court of Appeals
at Madraspatnam.

Between Suttu Mangapally Chetty
of Madras Inhabitant Complainant
and Sivarre Chetty Sanny Chetty
of the same place Inhabitant Defendant.

We Answer of Suttu Mangapally Chetty the
abovesaid Respondent to the Petition and appeal of Sivarre
Chetty Sanny Chetty the abovesaid appellant.

This Respondent admits that he did
on or about the Thirtieth day of October which was in the year
of Christ One Thousand Seven Hundred and Ninety Six
file and Exhibit a certain Bill of Complaint in the Honble
the Mayor's Court at Madraspatnam against the said
Petitioner wherein and whereby it was alleged that the said
Petitioner did on the 10th day of December which was in the
Year of our Lord One Thousand Seven Hundred and Ninety
Five execute unto this Respondent a certain Bond or writing
Obligatory in the Penal sum of Two Thousand five Hundred
and Eighty Star Pagodas conditioned for the payment of the
Sum of one Thousand Two Hundred and Ninety Star
Pagodas in three Months from the day of the date of the
said Bond together with Interest in the mean time at the
rate of Twelve per cent per annum and in default of payment
thereof that the said Petitioner did in and by a certain
Warrant of attorney for confessing Judgement upon the said
Bond or writing obligatory and bearing date the said Tenth

Filed in my office
the 25th July 1798.

Chas. T. Baker
clerk

Tenth day of December one Thousand Seven Hundred and Ninety
 five authorized and Empower this Respondent to sue the said Petitioner
 for recovery of the said Sum of one Thousand Two Hundred and
 Ninety Star Pagodas with the Interest thereof at the rate aforesaid
 in the said Mayori Court and which this Respondent alleges
 would more fully appear by the said Bond and Warrant of
 Attorney which he charged to be in his possession and ready
 to be produced whenever the said Mayori Court might require
 the same and this Respondent admits that he did in and by
 his said Bill of Complaint further allege that the said Petitioner
 had not paid the said Sum of One Thousand Two Hundred
 and Ninety Star Pagodas or any part thereof or the Interest
 thereof or any part thereof and therefore that the said Petitioner
 stood indebted unto him this Respondent in the full and just
 Sum of one Thousand four Hundred and Ninety Star Pags
 current Money of Madras making in Sterling Money of
 Great Britain at the rate of Eight Shillings for every Pagoda
 the Sum of Five Hundred and Sixty Seven Pounds and twelve
 Shillings and this Respondent further admits that it was
 in and by the said Bill prayed that the said Petitioner should
 be decreed to pay unto this Respondent the said Sum of One
 Thousand four Hundred and Ninety Star Pagodas together
 with the Interest then due or to grow due thereon and all costs
 of Suit. and this Respondent admits that a Warrant of
 arrest for contempt having issued against the said Petitioner
 he the said Petitioner was on or about the twenty ninth April
 arrested thereon and committed to Prison where he remained
 confined until Tuesday the first day of May last past when
 he did appear by his Attorney at Law unto the said Bill of
 Complaint and this Respondent does also admit that the
 usual Rules issued requiring the said Petitioner to file and
 Exhibit

Exhibit his answer to the said Bill of Complaint which the said Petitioner for the pretended reasons mentioned in his said Petition and appeal having failed to do and the usual Rules having expired the attorney for this Respondent thereupon prayed the said Mayors Court to pass a Decree against the said Petitioner for default in not filing his answer within the usual time for that purpose limited and appointed to which said prayer on the part of this Respondent the said Petitioner did by his Attorney at Law object for the reasons specified in the Extract of the proceedings thereon in the said Mayors Court annexed to the said Petitioners said Petitioner and appeal and by him prayed to be taken and received in support of his Petition and appeal but which said Objection the said Mayors Court was pleased to overrule and ordered a Decree should pass against the said Petitioner as by reference to the said Extract will more fully and at large appear.

But this Respondent denies that the appellant is greatly aggrieved by the order and Decree of the said Mayors Court or that he has any just cause or reason to appeal therefrom.

In this Respondent in answer to the first cause or reason assigned, as and for cause of appeal, saith that the assertion thereby and therein contained touching this Respondent having been solicited to come to an amicable and friendly adjustment of the matters then in difference between him this Respondent and the said Petitioner, and thereby and by reason thereof having diverted the said Petitioner from filing and Exhibiting his Petition and answer to this Respondents Bill of Complaint, that so far from such circumstance being the fact, it is most palpable falsehood, for this Respondent doth most solemnly aver, that he never did make any overtures touching an adjustment of the then existing differences between

between him this Respondent, and the said Petitioner, either directly, indirectly, or in the presence of any Person or Persons whomsoever, although, be the said appellant, has been hardy enough, to assert such to be the fact, and this Respondent, most humbly submits, to this Honble Court, that such the assertion of the said appellant upon the very face of it, will not bear, the smallest shadow of belief, as this Respondent, has been advised, it is no very common occurrence for a fair honest and bonafide creditor, who may have instituted his action for the recovery of a just and legal demand, to adopt such measures as by the said appellant charged, but this Respondent has been advised, that the party Defendant, to such said suit, is by far the most likely Person of the two, to step forward and offer terms similar to those charged by the said appellant, to apply and attach to him this Respondent.

And this Respondent in answer to the second cause by the said appellant set forth and assigned, as one for reasons of appeal saith, that it bears so much similarity to the first reason by the said appellant assigned, as one for cause of appeal, that he this Respondent, is advised that the foregoing statement of facts, in answer to the said appellants first reason of appeal, are a full and complete reply to the said appellants said second reason of appeal.

And in answer to the Petitioner's last cause, or Reason of appeal this Respondent admits that it is not unusual with the said Mayor's Court to enlarge Rules for answering a Plaintiffs Bill when any good or sufficient cause is shewn to them, and this Respondent saith, that in the present case the appellant did receive the utmost possible indulgence which the said Mayor's Court could have granted him, but the said Petitioner did neglect to file his answer, and did not attempt by Affidavit or otherwise to prove the ^{allegation}

allegation by his said Attorney at Law advanced, the said Mayor's Court were therefore fully justified in concluding that the object of the appellants Attorney in praying a further time, could be no other than delay, and therefore, and in order that their Rules of Practice should not be innvated or trifled with, did decree as herein before set forth, and this Respondent saith that having fully shewn that the appellant did obtain every indulgence which the said Mayor's Court could in consistence with their Practice have granted him, this Respondent Submits that, that part of the appellants said Reason which would impute that he did not obtain an enlargement of the said Rules Granted in common to other Suitors of the said Court, is fallacious and incorrect.

For all which reasons and such others as may be offered at the hearing this Respondent most Humbly prays that this Honble Court will be pleased to affirm the said order and Decree of the said Mayor's Court and dismiss the appellants Petition and appeal with costs.

J. W. Ricketts
Solicitor for Respondent

Court of the Recorder
 at St. George, Madras

Friday the 30th day of November
 Anno Domini 1798.

Present
 Sir Thomas Strange Knight Recorder
 James Ball - William Webb and Benjamin
 Roebuck Aldermen

Between Suman Chetty Sundry
 of Madras Inhabitant Appellant and
 Chetty Murgapetty Chetty of the same
 place Inhabitant Respondent.

This cause coming on to be heard and Debated
 this day in the presence of the Attornies on both sides upon
 hearing the Petition of Appeal and answer and the several
 Exhibits of the late Honble the Mayor's Court together
 with the Decree of the said Court given in this cause on Tuesday
 the 5th day of June Anno Domini 1798 upon due
 consideration had of the matters therein severally contained
 and of the Readings and arguments used by the Attornies
 on both sides This Court doth think fit to order and Decree
 and doth accordingly order and Decree that the said Decree
 of the late Mayor's Court do stand affirmed and that
 the appellants Petition be dismissed with costs.

Mur

Filed 10th May 1798

To the Honble the Mayor's Court
at Madraspatnam

Humblly Complaining Sheweth
unto this Honble Court your orator Jayapah Modalliar of
Madras Inhabitant that Naluvambathum Sreenivasan Rungiah
also of Madras Barrister Administrator of the Estate of
Trevangadiak and Sreenivasan Barrister deceased being indebted
unto your orator in the sum of the full and just sum of
five Thousand three Hundred and Seventy five Pagodas did for
Securing the payment thereof duly Execute and deliver unto your
orator a Bond or obligation in writing bearing date the Twenty
first day of September which was in the year of Christ one
Thousand Seven Hundred and Ninety seven conditioned for
the payment of the said sum of five Thousand three Hundred
and Seventy five Pagodas with an Interest thereon at and
after the rate of Twelve per cent per annum and payable in Six
Months from the date thereof and your orator Sheweth unto this
Honble Court that for the better Securing unto your orator the
payment of the said sum of five Thousand three Hundred
and Seventy five Pagodas and the Interest to grow due thereon
the said Naluvambathum Sreenivasan Rungiah did in and by the said
Bond or obligation did Mortgage unto your orator a certain dwelling
House and Garden therein described to be situated in Choultry plain
formerly belonging to Soias Dubé Sorcher together with all
and every the appurtenances therunto belonging and your orator
Sheweth unto this Honble Court that it was in and by the said
Bond or obligation by the said Naluvambathum Sreenivasan
Rungiah covenanted and agreed that whatever your orator
should do or cause to be done in the premises he the said
Naluvambathum Sreenivasan Rungiah did promise and agree to
ratify

ratify and confirm and your orator sheweth unto this Honble Court that the said Valusambathum Senuwasa Pungiah hath not paid or cause to be paid to your orator the said sum of five thousand three hundred and twenty five Pagodas and the Interest due thereon nor any part thereof and your orator sheweth unto this Honble Court that by reason of the premises the said Valusambathum Senuwasa Pungiah is and stands justly and truly indebted unto your orator in the said principal sum of five thousand three hundred and twenty five Pagodas and the further sum of four hundred and eight Pagodas twenty two fanams and forty cash being the Interest due thereon calculated to the Ninth day of the present Month of May and year of Christ One thousand seven hundred and Ninety Eight and making together sum of Five thousand seven hundred and Eighty three Pagodas twenty two fanams and forty cash current Money of Madras or in Sterling Money of Great Britain at the Exchange of Eight Shillings for Every Pagoda the sum of two thousand three hundred and thirteen Pounds and Eight Shillings or thereabouts and your Orator sheweth unto this Honble Court that the said Valusambathum Senuwasa Pungiah being so indebted your orator did frequently and in friendly manner request of him to pay and satisfy unto your orator the said sum of Five thousand seven hundred and Eighty three Pagodas twenty two fanams and forty cash. And your orator well hoped that such his reasonable request would have been complied with.

But now so it is may it please this Honble Court the said Valusambathum Senuwasa Pungiah obstinately and wilfully refuses to pay the same or to give your orator any manner of Satisfaction touching the premises of our Orator therefore

therefore prays a General relief such as to this Honble Court
 shall appear agreeable to equity and good conscience. At the End
 therefore that the said Valsambakum Sreenivasu Rungiah
 may upon his Corporal Oath full true direct and perfect answer
 make to all and singular the matters and things hereinbefore
 set forth as fully truly and Effectually to all intents and purposes
 as if the same were here again repeated and Interrogated that he
 may be decreed to pay unto your Orator the aforesaid sum of
 Five Thousand Seven Hundred and Eighty three Pagodas Twenty
 two fanams and forty cash together with all such Interest
 as now is or shall hereafter become due thereon also all costs
 of this Suit.

May it Please this Honble Court to cause
 the said Valsambakum Sreenivasu Rungiah to be sum-
 moned and required by Sheriff of Fort Saint George Town of
 Madraspatnam and the Districts thereof personally to be
 and appear before this Honble Court at a certain time and
 place to be by this Honble Court prefixed and appointed
 then and there to answer this your Orator Bill of Complaint and
 further to stand to and abide by such order and decree therein
 as to this Honble Court shall seem meet.

Fort St. George this 10th day of May 1798

Hall & Hampton
 Att. for Comp.

This Bill was shown to me in the days of
 adjournment let a Summons issue
 returnable next Court day.

Wm. Holt
 Mayor

Exhact

99
Extract from the Minutes of a Court Held at the Town Hall
Tuesday the 19th of June Anno Domini 1798.

Present
William Wall Esquire Mayor
Benjamin Robuck and Alexander Lechbourn
Aldermen

Jayapah. Morollian

vers
Valusambhurn Srenuwalsa Rungiah Braming.

The Attornies for the complainant produces to the Court
a certificate from the Register setting forth that the usual
Rules have issued for the Defendant to answer the complainant's
Bill which he has neglected doing they therefore pray the
Court may now pass to which the Attorney for the
Defendant objects and prays a further time of one Week to
Answer Ordered that a Decree do Pass - Bill Read

Appearing to the Court that the usual Rules
have issued for the Defendant to answer the complainant's
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 do pay unto the complainant
the full and just sum of Five Thousand seven Hundred and
Eighty three Pagodas twenty four fanams and forty Cash
Pagodas 5783.22.40. 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.

1. Thus Extract 1

J. Wall
Dep. Secy.

To the Honorable Lieutenant General George Harris
President in Council
Fort St. George

In the Honorable the Court of Appeals at Madraspatnam } Between Tayaiah Moodelliar of
Madras Inhabitant Complainant
and Menevasia Rungia de Braming
of the same place Defendant.

The Humble Petition and Appeal of the
abovesaid Defendant.

Sheweth

That on the tenth day of May in the present
year of Christ one Thousand Seven Hundred and Ninety Eight
the abovesaid Complainant did file a Bill of Complaint in the
Honorable the Mayor's Court of Madraspatnam against your
Petitioner and did therein and thereby allege that your Petitioner
being indebted unto the said Complainant for the full and Just
Sum of five Thousand three Hundred and Seventy five Pagodas
did for the securing the Payment thereof duly execute and deliver
unto him the said Complainant a Bond or obligation in
writing bearing date the Twenty first day of September which
was in the year of Christ One Thousand Seven Hundred and
Ninety Seven conditioned for the payment of the said Sum of
five Thousand three Hundred and Seventy five Pagodas with an
Interest thereon at and after the rate of twelve per cent per ann
and payable in Six Months from the date thereof and did further
state that for the better security of the said Complainant in
the premises your Petitioner did in and by the said Bond or
obligation mortgage unto the said Complainant a Certain
dwelling House and Garden therein described to be situated in
Choultry

Filed in my Office
the 22^d July 1798.

Chas Baker
clerk

Choultry plain formerly belonging to Sircar Durr Durr together
 with all and every the appurtenances thereunto belonging and did
 also state unto the said Mayors Court that it was in and by the said
 Bond or obligation in writing by your Petitioner covenanted
 and agreed that whatever by the said Complainant should do
 or cause to be done in the premises your Petitioner did
 promise and agree to satisfy and confirm.

And your Petitioner further sheweth unto this Honble
 Court that the said Complainant did further pretend and say
 that your Petitioner had not paid nor had he caused to be paid
 unto the said Complainant the said sum of five Thousand
 three Hundred and Seventy five Pagodas and the Interest
 due thereon nor any part thereof and that by reason of the
 premises (as the said Complainant did say) your Petitioner
 was and stood justly and truly indebted unto him the said
 Complainant in the said principal sum of five Thousand
 three Hundred and Seventy three Pagodas and the further
 sum of four Hundred and Eight Pagodas twenty two fanams
 and forty cash being (as he did pretend) the Interest due
 thereon calculated to the Ninth day of the said Month of May
 in the present year of Christ one Thousand Seven Hundred and
 Ninety Eight and making together the sum of five Thousand
 Seven Hundred and Eighty three Pagodas twenty two fanams
 and forty cash Current Money of Mass as or in Sterling
 Money of Great Britain at the Exchange of Eight Shillings
 for every Pagoda the sum of Two Thousand three Hundred
 and thirteen Pounds and Eight Shillings or thereabouts
 And your Petitioner further sheweth unto this Honble
 Court that the said Complainant did further state
 unto the said Mayors Court that he had frequently
 and in a friendly manner requested your Petitioner to
 pay and satisfy unto the said Complainant the said
 sum

Sum of five thousand Seven Hundred and Eighty three Pagodas namely
 two fanams and forty Cash and that he had well hoped your Petitioner
 would have complied therewith. But that your Petitioner obstinately
 and wilfully had refused to pay the same or to give him (the said
 Complainant) any manner of Satisfaction in the premises
 and did therefore pray a General Relief and that your Petitioner
 Might be decreed to pay unto him the said Complainant the
 said Sum of five thousand Seven Hundred and Eighty three
 Pagodas twenty two fanams and forty Cash together with all
 such Interest as there was or should thereafter become due
 thereon and also all costs of the said Suit. And your Petitioner
 further sheweth that for the purpose of harassing and
 perplexing your Petitioner and to put him to extraordinary
 expences the said Complainant did on the fourteenth day
 of the said Month of May and only four days subsequent to the
 filing of his said Bill of Complaint in the said Mayor's Court file
 a second Bill of Complaint against your Petitioner for the same
 matter (vizt) the Bonded Debt of your Petitioner and which
 ought to have been conformable to the practice of the said
 Mayor's Court comprised in the said first Bill of the said
 Complaint thereby putting your Petitioner to the charge
 of Defending two Suits instead of one and thereby creating a
 Multiplicity of Suits which your Petitioner is advised
 the Law allows. And your Petitioner further sheweth that the
 usual Rules for answering having passed your Petitioner
 did on the Nineteenth day of the present Month of June
 by his Attorney in Court pray the further time of one Week
 to answer the said two several Bills of Complaint and which
 your Petitioner would in that time have been enabled to do
 Notwithstanding which the said Mayor's Court at the
 Instance of the Attorney for the said Complainant did on
 the said Nineteenth day of the present Month of June
 pass a Decree in favor of the said Complainant and do order
 and

and Decree that your Petitioner should pay unto the said Complainant the said Sum of Five Thousand Seven Hundred and Eighty three Sagobas twenty two fanams and forty Cashes together with such Interest as then was or might thereafter become due thereon with the Costs of Suit and do also pass a Decree according to the prayer of the said Complainant in the said other Suit against your Petitioner as by Copies of two Extracts from the Minutes of the said Mayori Court of the said Nineteenth day of June herewith annexed for the inspection of this Honble Court and prayed to be taken as part of this his Petition & Appeal may fully appear. —

By which said Order and Decree of the said Mayori Court your Petitioner doth conceive himself to be injured and aggrieved for the following among other Reasons. —

First That it hath been a general practice of the said Mayori Court to enlarge the time for receiving the Defendants Answer on good and sufficient Cause being shown for the same. —

Secondly That a good and sufficient Cause was shown to the said Mayori Court for the enlargement thereof by the Attorney in Court of your Petitioner and for that although your Petitioner doth admit it to be discretionary in the said Mayori Court to grant or refuse such enlargement of the usual time granted to Defendants for the purpose of putting in an answer yet as it was apparent on the face of the said Bill that the complainant held a Mortgage whereby he had a claim on the property of your Petitioner more than sufficient to cover what he pretended to be due unto him the allowance of one Week could have been of no Injury to the said Complainant and the refusal of the same was highly detrimental to your Petitioner. —

Thirley

Thirdly Because that the said Complainant not having produced the said Bond to the said Court or even in his said Bill offered to produce the same and not having proved the same or alleged the same to be in his possession the said Mayor's Court had nothing before them whereon to ground a Decree as against your Petitioner and therefore the said Decree was and is as your Petitioner Humbly submits irregular and premature. —

Fourthly That the said Complainant having split and divided the same cause of action namely the bonded debt of your Petitioner to him the said Complainant into two several Suits the same ought not to have been allowed by the said Mayor's Court as tending to the oppression of your Petitioner in obliging him to take out copies of two Bills instead of one and otherwise putting him to great and unnecessary expenses in defending the same. —

For all which Reasons and such others as may be offered at the hearing your Petitioner humbly prays that this Honorable Court will be pleased to order and Decree that the said Decree of the said Mayor's Court may be set aside and reversed and that the said Bill of the said Complainant filed the said tenth day of May as well as the said other Bill filed the said fourteenth day of May in the present year one Thousand Seven Hundred and Ninety Eight may abate with costs and the said Complainant be ordered if he has any real demands on your Petitioner on account of the said two Bonds or obligation in writing to comprise the same in one Bill of Complaint or otherwise that your Petitioner may

may be allowed after the time of one Week to
put in his answer to the said Bills of Complaint
and that the said Complainant may pay all
costs of this Appeal and that your Petitioner
may have such further and other relief in
the premises as to this Honorable Court in
its wisdom may seem meet. -

R Williams
Solicitor for appellants

Extract from the Minutes of Court Held at the Town Hall on
Tuesday the 19th day of June Anno Domini 1798.

Present
William. Abbott Esq^r Mayor
Benjamin Aubuck and Mess^{rs}. Cockburn
Aldermen

Sayapah. Moollian

¹⁷⁹⁸
Valusambokum, Irenwassa Rangiah & Braming

Off
The Attorney for the complainant produces to the Court a certificate
from the Register setting forth that the usual Rules have issued
for the Defendant to answer the Complainant's Bill which
he has neglected doing they therefore pray that a Decree may
now pass - to which the attorney for the Defendant objects
and prays after the time of one Week to answer, ordered that a
Decree do pass. Bill reads. -

It appearing to the Court that the usual Rules
have issued for the Defendant to answer the Complainant's Bill
which he has neglected doing this Court doth therefore think
fit to order and Decree and doth accordingly order and Decree
that

that the Defendant do pay unto the complainant the full and
Just Sum of Five Thousand Seven Hundred and Eighty three
Pagodas Twenty two pannaies and forty paise / Pag: 5783. 22. 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

(Attest Extract)

J. Abbott

Deputy

at true copy

D. Williams

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 19th day of June Anno Domini 1798.

Present
William. Abbott Esq^r. Mayor
Benjamin Tubuck & Alex^r. Cockburn
Adorners

Syannah Woodelliar

~~vers~~
Srenuwashiah Rungiah

The Attornies for the complainant produces to the court a
certificate from the Register setting forth that the usual
Rules have issued for the Defendant to answer the complainants
Bill which he has neglected doing they therefore pray that
a Decree may now pass - to which the Attorney for the
Defendant objects and prays a further time of one Week to
answer - Ordered that a Decree do pass. Bill Read. -

On appearing to the court that the usual
Rules have issued for the Defendant to answer the complainants
Bill which he has neglected doing this Court doth
therefore think fit to order and Decree and doth accordingly

order

Order and Decree that the Defendant do pay unto the complainant the full and just sum of Seven Thousand Six Hundred and Thirteen Pagodas and thirty six annas Pagodas 7613.30/ 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.

/ Attest Extract /

J. M. D. J. J. J.

/ Attest / R. Williams

To the Honble Lieutenant General Harris
President in Council

Fort St. George

In the Honble the Mayor's Court
at Madras at noon

Between Tyagab. Moodelliar of
Madras Inhabitant Complainant
and Vathasam to Murn. Sreenivasiah
Rangiah also of Madras Brooming
Administrator of the Estate of
Swaragiah and Sreenivasiah
Brooming Decree Defendant

The Answer of the complainant above named
to the Petition and Appeal of the Defendant as
Administrator as aforesaid

Humbly Sheweth

That this Respondent doth admit, to have Exhibited
and filed his Bill of Complaint, about the time mentioned
by the appellant in his Petition and appeal, against the
said

Filed in my Office
25th July 1878.

Chas. Baker
clerk

said appellant. But then this Respondent saith, that such Bill of Complaint was not filed against the said Appellant in his own right as would seem from the showing of the said appellant, but as Administrator of the Estate of Truogadiak and Thunewasiah Branning Deceased, as by reference to the said Bill of Complaint will appear. And this Respondent doth admit that he did in and by his said Bill of Complaint, set forth and allege the different matters and things mentioned and recited by the appellant in his Petition and appeal. And this Respondent further answering doth deny, that he did exhibit and file another Bill of Complaint on the fourteenth day of May for the purpose of occasioning to the appellant, any or extraordinary expense - or to harass and perplex the said appellant, as verily stated in and by the said Petition and Appeal, And this Respondent doth also deny, that such other Bill of Complaint was filed against the appellant for the same matter to wit the Bonded debt of the petitioner (provided the said appellant doth intend thereby, that this Respondent, did file two Bills of Complaint for one Specific Bonded Debt.) And this Respondent doth admit it to be conformable to the practice of the Mayor's Court to comprise two or more Bonds in one action provided Bonds are between the same Parties, and arising out of the same Interest. But this Respondent doth deny to have instituted two suits against the Appellant "instead of one" if the appellant means by the word "instead" to infer, that this Respondent had only a just right to institute one, this Respondent doth deny that he hath thereby created a multiplicity of suits, or any suit, to which the Law did not give him a clear and undisputed right - and this Respondent further answering saith, that the usual Rules for answering the said Bill of Complaint of this Respondent having

signed

passed, This Respondent, did on the day mentioned in the said Petition and appeal by his Attorney in the Honble the Mayor Court, produce a Certificate from the Register setting forth that the usual Rules had issued for the appellant to answer this Respondents Bill, which the appellant had neglected doing, and did therefore pray that a Decree might pass, whereupon this Respondent doth admit, that the appellant did by his Attorney in Court object to the passing of the said Decree, and pray a further time of one Week to answer this Respondents Bill - And this Respondent doth also admit that the said Mayor Court did order and Decree, as by the said Petition and appeal of the appellant is particularly recited and set forth. -

But this Respondent doth deny, that the said Appellant is either injured or aggrieved by the said order and Decree of the Honble the Mayor Court, or that the appellant hath any just cause or reason of appeal therefrom. -

And this Respondent in answer to the first Cause or reason of Appeal, assigned by the appellant, doth admit, that it hath been a general practice of the Honble the Mayor Court to enlarge the time for receiving a Defendants answer provided the party Defendant, praying such an Indulgence hath shown a good and sufficient cause for the same. -

And in answer to the second pretended reason of appeal, this Respondent doth positively deny, that any cause, was shown by the appellant or by his Attorney in Court, that could, or ought to have induced the Mayor Court to grant an extension of time for filing his answer - And this Respondent saith, that had the appellant by his Attorney in Court, shewed any reasonable cause for not having filed his answer - during the ordinary time allowed to him in common with all Defendants

Defendants for the purpose, or had the appellant made it
 appear to the Court, that he had any defence to offer against
 the Subjecs of this Respondents Claim; the Mayors Court
 conformable to their General practice, as mentioned in the
 appellants first Reason, would have doubtless, granted the
 Defendant the time he prayed;— and provided such time
 had not been granted, the Reason or Cause offered by the
 appellant would have appeared on the Record of the said
 Mayors Court by an Extract from which in case of an
 appeal this Honble Court would have been enabled to judge
 of the Sufficiency or insufficiency of such Cause or Reason,
 and affirmed or reversed the Decree of the Mayors Court
 accordingly. — And this Respondent saith that it doth not
 appear by the Extract from the Minutes of the said Mayors
 Court (a Copy of which is annexed to the appellants Petition
 and appeal) that any excuse whatever was offered to the
 Mayors Court by the appellant, for his negligence in not
 complying with the Rules, or that any Reason or Cause was
 Shown to entitle him to further time. — And this Respondent
 to that part of the appellants Second Reason of appeal, wherein
 he alleges, "that it was apparent on the face of the said Bill
 " that this Respondent held a Mortgage whereby he had a Claim
 " on the Property of the appellant more than sufficient to
 " cover what he pretended to be due unto him." Answering
 that it is apparent on the face of this Respondents Bill,
 that he lent the Sum therein mentioned to the appellant,
 and that he this Respondent held a Mortgage of certain
 premises, therein also mentioned; But this Respondent
 is at a loss to discover from what part of this Respondents
 Bill, it is a parent that the premises or property mortgaged
 was more than sufficient to cover the sum due to this
 Respondent. —

And

And in answer to the appellants third Cause or Reason assigned for appealing, This Respondent saith, that it was not incumbent on this Respondent to produce or prove the Bond, on which he had brought his action; For it was in the Power of the appellant, if he had any just defence to set up in the Mayor's Court, to pray that this Respondent might produce the Bond, when it would have been produced accordingly, And had the appellant denied the Execution of such Bond, This Respondent would then, and not till then, have been put to the proof thereof. But in as much as the said Defendant did not pray that the said Bond should be produced, and did not offer any defence to the Suit, the Mayor's Court were justifiable in conformity to the practice of the High Court of Chancery in taking this Respondent's Bill, pro confesso, and granting their order and Decree accordingly.

And this Respondent in answer to the appellants fourth or last pretended Reason of appeal doth deny to have "split and divided the same Cause of action namely the Bonded debt of the appellant to this Respondent into two several Suits" as unjustly and untruly stated by the appellant. For this Respondent saith, that the action of this Respondent, on the Decree in which the present appeal is founded, hath arisen out of a bond, executed by the appellant, as Administrator to the Estate of Trengadia and Strimevadia Deceased, on the Twenty first of September in the year of Christ one thousand seven hundred and ninety seven unto this Respondent for the Principal sum of Five thousand three hundred and seventy five Star Pagodas, with Interest at the rate of two percent per annum payable within six months from the

rate

Date thereof with a Mortgage unto this Respondent
 of a certain Garden and House situated in Chaultry
 Ham, and particularly mentioned in the Petition
 and Appeal of the appellant. Whereas the other
 action of this Respondent hath arisen out of a Bond
 Executed by the appellant in his own right on the
 tenth day of December in the year of Christ one
 Thousand Seven Hundred and Ninety six, unto
 this Respondent for the Principal Sum of Six Thousand
 and five Hundred Star Pagodas with Interest at
 the rate of Twelve per Cent per annum, and
 Payable within Twelve Months from the date thereof
 with a Mortgage unto this Respondent of certain
 Premises therein mentioned, - And this Respondent
 further saith, that the two Bonds on which he
 hath brought his respective actions being given
 in different rights and regarding different Interests,
 this Respondent is advised that if he had coupled
 or joined the same in one action, the appellant
 would have had just Cause of Demurrer to the
 same, and might with much reason have
 accused this Respondent of irregularity - And
 therefore this Respondent doth submit that the
 last reason assigned for appeal by the appellant
 is unfounded in principle fallacious and untrue. -

And

And this Respondent, notwithstanding he hath
 (he trusts) fully answered the different pretended
 reasons of the said appellant, Humbly Submits to
 this Honble Court, that such Part of the second and
 pretended reasons of appeal as relates to what was
 apparent on the face of this Respondents Bill, as to
 the sufficiency of the Property mortgaged to answer
 this Respondents demand; and the third and fourth
 pretended Reasons of appeal in Note, are altogether
 irrelevant and impertinent to the present appeal,
 in as much as the same contain objections, which
 were never stated or urged to the Honble the Mayors
 Court, and consequently could not have been in con-
 templation when the order and Decree, was given
 in the Premises - For this Respondent is advised that
 the object of the appellant being to reverse the order and
 Decree of the Mayors Court. He was bound to set forth
 such matters and Circumstances only as were
 Submitted to the Consideration of the Mayors Court;
 and on which their Judgment was formed, and their
 Order and Decree given accordingly, and that therefore
 the appellant should not be permitted (as he hath
 done) to bring forward objections, and introduce
 matter into the Readings in this Honble Court of
 which he either could not, or did not avail himself

in the Mayor's Court. And, it must be evident to this Honble Court from the Extract from the Minutes of the Mayor's Court, that the matters contained in the Reasons last mentioned, were not offered to the consideration of the Mayor's Court, when the order and Decree was given. This Respondent humbly prays this Honble Court, that such part of the Record with the third and fourth pretended Reasons of appeal in toto may be expunged from the Records of this Honble Court, with Costs to be paid by the said Appellant.

And this Respondent further humbly prays that for the Reasons aforesaid, and such others as may be offered at the hearing hereof, this Honble Court will be pleased to affirm the said order and Decree of the Mayor's Court in the Premises; grant unto this Respondent such other relief as this Honble Court shall deem meet, and do wrongs the Petition and appeal of the appellant with Exemplary Costs to be paid by the appellant for his litigious conduct.

Wm. Hampton
Solicitor for Respondent

Cont.

Court of the Recorder } Friday the 30th day of November
 St. George, Madras } Anno Domini 1798

Present
 Sir Thomas Strange Knight Recorder
 James Call — William Webb and
 Benjamin Brock — Aldermen

Between Munuvaiiah
 Rungiah Braming of Madras
 Appellant and Syapah Moodelliar
 of the same Place Inhabitant
 Respondent

This Cause coming on to be Heard and
 Debated this day in the Presence of the Attornies on
 both Sides upon hearing the Petition of appeal
 and Answer and the several Exhibits of the late Honble
 the Mayor's Court together with the Decree of the
 said Court given in this Cause on Tuesday the 29th
 day of June Anno Domini 1798 upon due Consi-
 deration had of the Matters therein severally con-
 tained and of the Readings and arguments used
 by the Attornies on both Sides This Court doth
 think fit to Order and Decree and doth accordingly
 Order and Decree that the said Decree of the late
 Mayor's Court do stand affirmed and that the
 appellants

Appellants Petition be dismissed with costs.

J. C. W. Taylor Esq.

Filed M^o May 1798

In the Honble the Mayor's Court of Madraspatnam

Humbly Complaining Sheweth
unto this Honble Court your Orator Jagade Moodelin
of Madras Inhabitant that Sreenivasiah Rangiah
of Madras aforesaid Braminy being indebted unto
your Orator in a considerable Sum of Money and
for securing the Payment thereof duly Execute and
deliver unto your Orator a Bond or obligation in
Writing bearing Date the tenth day of December
which was in the year of Christ one thousand
Seven Hundred and Ninety Six Conditioned for the
payment of the Sum of Six Thousand five Hundred
Pagodas and Payable in Twelve Months from the date
thereof together with an Interest thereon at and
after the rate of twelve per cent per annum and
your Orator Sheweth unto this Honble Court that
in and by the said Bond or obligation it was
covenanted that if the said Sreenivasiah Rangiah
should not perform the Condition thereof Your
Orator

Crator should be at liberty to sue the said Surenwastiah
 for the recovery of the said sum of Six thousand and
 five hundred Pagodas together with the Interest thereon
 in this Honble Court and your Crator sheweth unto this
 Honble Court that the said Surenwastiah Rungiah did
 by way of further securing unto your the said sum
 of Six thousand and five hundred Pagodas together
 with the said Interest of Twelve per Cent did in and
 by the said Bond or Obligation Mortgage unto your
 Crator a garden situated in Poya Pitta commonly
 called Meer-saib's Pitta formerly purchased of Henry
 Dufay late one of the Attornies of this Honble Court
 together with another Garden situated in Triplicane
 and sundry other pieces of Ground and sundry
 Messuages or dwelling Houses in the said Mortgage
 did particularly described reference being thereunto had
 will more fully and at large appear and your Crator
 sheweth unto this Honble Court that although the
 day of Payment of the said Bond or obligation is now
 long since passed the said Surenwastiah Rungiah
 hath not paid unto your Crator the said sum of Six
 thousand and five hundred Pagodas and the Interest
 due thereon nor any Part thereof, but that the same
 is now due and owing unto your Crator and your
 Crator sheweth unto this Honble Court that the said
 Surenwastiah

Sreenivasiah Rangiah is justly and truly indebted
 unto your Orator in the said Principal Sum of Six
 Thousand and five Hundred Pagodas also the Interest
 thereon amounting to the sum of one thousand one
 Hundred and thirteen Pagodas, and thirty fanams and
 which said two Sums make together the sum of
 Seven thousand Six Hundred and thirteen Pagodas
 and thirty fanams Current Money of Madras or in
 Sterling Money of Great Britain at the Exchange of
 Eight Shillings for every Pagoda the sum of three and
 thousand and forty five Pounds and Nineteen Shillings
 or thereabouts And your Orator sheweth unto this
 Honble Court that the said *Sreenivasiah Rangiah*
 being so indebted unto your Orator as aforesaid your
 Orator did frequently and in a friendly manner apply
 to him for payment of the same, and your Orator
 well hoped that the said *Sreenivasiah Rangiah*
 would have complied with such your Orators
 application as aforesaid

But now so it is may it please
 this Honble Court the said *Sreenivasiah Rangiah*
 doth absolutely refuse to pay and satisfy unto your
 Orator the said sum of Seven thousand Six Hundred
 and thirteen Pagodas and thirty fanams or to give
 your

your Orator any Satisfaction in the Premises &
 We End therefore that the said Senevashiah
 Rangiah may upon his Corporal oath full true
 direct and perfect answer make to all and Singular
 the matters and things hereinbefore set forth as
 fully and particularly as if the said Senevashiah
 was therunto particularly Interrogated and that
 he the said Senevashiah Rangiah may be Dured
 to pay unto your Orator the said sum of Seven
 Thousand Six Hundred and Thirteen Pagodas and
 thirty farans together with such Interest as now
 is or that may hereafter grow due thereon together
 with all costs of Suit -

May it Please this Honble Court to cause the
 said Senevashiah Rangiah to be summoned by the
 Sheriff of Fort St George Town of Madraspatnam and the
 Districts thereof personally to be and appear before this
 Honble Court at a certain time and Place to be by this Honble
 Court prefixed and appointed there and there to answer
 his 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 -

Fort St George 11th May 1798.

Wm. Simpson
 W^{ts} Attorney

This Bill was shown to me in the days
 of adjournment let a summons issue
 Returnable next Court Day W^m Wood
 Mayor

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 19th Day of June, Anno Domini 1798.

Present

William, Abbott Esquire. Mayor
Benjamin Robuck and Messrs Lockburn
Aldermen

Sydney Mooler

^{vs}
Irenecashiah Buringiah

The Attorney for the Complainant produces to the Court
a Certificate from the Register setting forth that the
usual Rules have issued for the Defendant to Answer
the Complainant's Bill which he has neglected doing
they therefore pray that a Decree may now pass - to
which the Attorney for the Defendant objects and prays
a further time of one Week to answer. - Ordered that a
Decree do pass - Bill made.

It Appearing to the Court that the
usual Rules have issued for the Defendant to answer
the Complainant's Bill which he has neglected doing
This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defndt
do pay unto the Complainant the full and Just
Sum of Seven Thousand Six Hundred and Thirteen
Pagoras

Pagodas and thirty fanams / Pagodas 7613. 30. - /
 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
 per Mra Extract

J. Abbott Esq^r

To the Honble Lieutenant General George Harris
 President in Council
 Fort Saint George

In the Honble the Court of
 Appeals at Madraspatnam } Between Tyappa Modallian
 of Madras Inhabitant Com-
 plainant and Arunvasiah
 Rungiah Braminy of the same
 place Defendant

The Humble Petition and Appeal of
 the abovesaid Defendant
 Sheweth

That on the fourteenth day of May in the
 present year of Christ One Thousand Seven Hundred
 and Ninety Eight the abovesaid complainant did
 file a Bill of Complaint in the Honble the Mayors
 Court

Filed in my office
the 2^d July 1798

Chas Baker
clk

Court at Madraspatnam against your Petitioner and
did therein and thereby allege that your Petitioner
being indebted unto the said Complainant in a considerable
Sum of Money did for securing the Payment thereof
duly Execute and deliver unto the said Complainant
a Bond or Obligation in writing bearing date the
tenth day of December which was in the year of
Christ One Thousand Seven Hundred and Ninety Six
conditioned for the Payment of the Sum of Six
Thousand five Hundred Pagodas and payable in
twelve Months from the date thereof together with
an Interest thereon at and after the rate of Twelve
Per Cent per annum And did further allege that
in and by the said Bond or Obligation it was covenanted
that if your Petitioner should not perform the
Condition thereof the said Complainant should be
at liberty to sue your Petitioner for the Recovery
of the said Sum of Six Thousand and five Hundred
Pagodas together with the Interest thereon in the
said Mayor's Court and that your Petitioner did by
way of further securing unto the said Complainant
the said Sum of Six Thousand and five Hundred
Pagodas together with the said Interest of Twelve
Per Cent in and by the said Bond or Obligation Mortgage
unto the said Complainant a Garden situated in

Boys

Raja Pettah commonly called Meer Sahib Pettah
 formerly Purchased of Henry Duray late one of the
 Attornies of the said Court together with another
 Gardens Situated in Triplicane and sundry other
 Pieces of Ground and Sundry Messuages or dwelling
 Houses in the said Mortgage deed particularly described
 and further that although the day of Payment of the
 said Bond or Obligation was then long since passed
 yet that your Petitioner had not paid unto the
 said Complainant the said Sum of Six Thousand
 and five Hundred Pagodas and the Interest due
 thereon nor any part thereof, but that the same
 was then due and owing. And that your Petitioner
 was truly and truly indebted unto the said Complainant
 in the said Principal Sum of Six Thousand and five
 Hundred Pagodas also the Interest thereon amounting
 to the Sum of One Thousand One Hundred and thirty
 Pagodas and thirty fanams and which said two Sums
 make together the Sum of Seven Thousand Six
 Hundred and thirty Pagodas and thirty fanams
 Current Money of Madras or in Sterling Money of
 Great Britain at the Exchange of eight Shillings
 for every Pagoda the Sum of Three Thousand and
 forty five Pounds and Nineteen Shillings or thereabouts
 and that he had frequently and in a friendly manner

applied to your Petitioner for payment of the
 same, and had well hoped that your Petitioner
 would have complied with such application
 as aforesaid. But that your Petitioner did absolutely
 refuse to pay and satisfy unto him the said Sum
 of Seven Thousand Six Hundred and Thirteen Pagodas
 and thirty fanams, or to give him any satisfaction
 in the premises; and did therefore pray that
 your Petitioner might be decreed to pay unto
 the said Complainant the said Sum of Seven
 Thousand Six Hundred and Thirteen Pagodas
 and thirty fanams together with such Interest
 as there was or should thereafter grow due thereon
 together with all costs of Suit. And your Pet.
 further sheweth that for the purpose of harassing
 and perplexing your Petitioner, and to put him
 to Extraordinary Expences, the said Complainant
 had before the filing of his said Bill, and on the
 tenth day of the said Month of May exhibited
 and filed another Bill of Complaint in the said
 Mayors Court against your Petitioner for the
 same matter, namely the bonded Debt of your
 Petitioner; and your Petitioner humbly submits
 that he so divided the said two several Suits, and
 so your Petitioner expressly alleges he did so with
 the

the sole view of putting your Petitioner to the charges
 of defending two suits instead of one, and altho, as
 your Petitioner is advised he ought according to the
 practice of the said Mayor's Court, to have comprized
 in one and the same Bill. Namely in the Bill
 filed on the said tenth day of May all the matters
 and things he hath thought proper to allege and
 pretend in and by the present Bill; and that such
 the improper Conduct tends to create and hath
 created a Multiplicity of Suits which your Petitioner
 is advised the Law abhors And your Petitioner
 further sheweth that the usual Rules for answering
 having passed your Petitioner did on the Nineteenth
 Day of the present Month of June by his Attorney
 in Court pray the further time of one Week to
 Answer, the said two several Bills of Complaint
 and which Your Petitioner would in that time
 have been enabled to do notwithstanding which
 the said Mayor's Court at the instance of the Attorney
 for the said Complainant did on the said Nineteenth
 day of the present Month of June pass a Decree
 in favour of the said Complainant and did order
 and Decree that your Petitioner should pay unto
 the said Complainant the said Sum of Seven
 Thousand Six Hundred and Thirteen Pounds

and

and thirty pence together with such Interest
as then was or might thereafter become due
thereon with the Costs of Suit, and did also
pay a Duree according to the Prayer of the
said Complainant in the said other suit against
your Petitioner as by copies of two Extracts from
the Minutes of the said Mayors Court of the said
Nineteenth day of June hereunto annexed for
the inspection of this Honble Court and prayed
to be taken as part of this his Petition and
appeal may fully appear. —

By which said order and Duree of the
said Mayors Court your Petitioner doth conceive
himself to be injured and aggrieved for the following
amongst other Reasons. —

First... For that it hath been a general practice of the
said Mayors Court to enlarge the time for receiving
the Defendants answer on good and sufficient
cause being shewn for the same. —

Secondly... For that a good and sufficient cause was shewn to
the said Mayors Court for the enlargement thereof
by the Attorney in Court of your Petitioner — and
for that altho your Petitioner doth admit it to be
discretionary in the said Mayors Court to grant or
refuse such enlargement of the usual time granted
to

to defendants for the purpose of putting in an answer yet as it was apparent on the face of the said Bill that the Complainant held a Mortgage whereby he had a claim on the Property of your Petitioner more than sufficient to cover what he pretended to be due unto him, the allowance of one Week could have been of no injury to the said Complainant and the refusal of the same was highly detrimental to your Petitioner.

Thirdly. Because that the said Complainant not having produced the said Bonds to the said Court, or even in his said Bill offered to produce the same and not having proved the same or alleged the same in his possession the said Mayor's Court had nothing before them on which to ground a Decree as against your Petitioner and therefore the said Decree was and is as your Petitioner humbly submits irregular and premature.

Fourthly. That the said Complainant having split and divided the same Cause of action namely the Bonded Debt of your Petitioner to him the said Complainant into two several Suits, the same ought not to have been allowed by the said Mayor's Court, as tending to the oppression of your Petitioner in obliging him to take out Copies of two Bills instead of one and otherwise putting him to great and unnecessary Expenses in defending the same.

For

For all which reasons and such
 there as may be offered at the hearing
 your Petitioner humbly Prays that this
 Honble Court will be pleased to order and
 Direct that the said Decree of the said
 Mayor's Court may be set aside and
 reversed and that the said Bill of the
 said Complainant filed the said fourteenth
 day of May as well as the said answer be
 filed the said twentieth day of May in the
 present year One thousand Seven hundred
 and Ninety Eight may abide
 with costs and the said Complainant be
 ordered if he has any Real Demands on
 your Petitioner on accounts of the said
 two Bonds or obligations in writing to
 comprise the same in one Bill of
 Complaint otherwise that your Petitioner
 may be allowed after the time of one Week
 to put in his answer to the said Bill of
 Complaint and that the said Complainant
 may pay all costs of this appeal and that your
 Pet. may have such further and other Relief
 in the premises as the Honble Court in
 its wisdom may deem meet.

W. Williams
 Solicitor for applicant

Extract

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 19th Day of June Anno Domini 1798

Present

William Abbott Esquire Mayor
Benjamin Robuck v. Messrs Lockburn
Maurice

Sydney Woodcock

Francis Bingham

The Attorney for the complainant produces to the Court
a Certificate from the Register setting forth that the usual
Rules have issued for the Defendant to answer the
complainant's Bill which he has neglected doing they
therefore pray that a Decree may now pass to relieve
the Attorney for the Defendant objects and prays a
further time of one Week to answer. Ordered that a
Decree do pass. Bill read.

It appearing to the Court that the
usual Rules have issued for the Defendant to answer
the complainant's 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

do pay unto the Complainant the full and just sum of
Seven Thousand Six Hundred and Thirteen Pagodas
and thirty fanams / Pagodas 7613. 30. / 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.

Attest Extract

I Abbot
Deputy

True Copy
W. Williams

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 19th day of June Anno Domini 1798

Present

William Abbot Esquire Mayor

Benjamin Ruebuck & Messrs Cockburn
Adversaries

Jayapah Modellian

Valusambakum Sreenewassa Rangiah Draming

The Minutes for the Complainant produced to the Court a
Certificate from the Registrar shewing forth that the usual
Order has issued for the Defendant to answer the Complainant's
Bill which he has neglected doing they therefore pray that
Dance

a Decree may now pass - to which the Attorney
for the Defendant objects and prays further time
of one Week to answer. Ordered that a Decree do
pass Bill Read.

Appearing to the Court that the usual
Rules have issued for the Defendant to answer the
Complainant's Bill which he has neglected
doing this Court doth therefore think fit to
Order and Decree that the Defendant do pay
unto the Complainant the full and just Sum
of five Thousand Seven Hundred and Eighty three
Pagodas twenty two fanams and forty Cash and
Pagodas 5th 83. 22. 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

/ Attest Extract /

J. Holt

Deputy

/ True Copy /

R. Williams

To

To the Honble Lieutenant General Harris
President in Council

Fort Saint George

In the Honble the Court
at Madraspatnam.

Between Syed Ali Moosellie
of Madras, Inhabitant Complainant
and Meeravasiak Nangial
Brammy of the same Place
Defendant.

The Answer of the Complainant aforesaid
to the Petition and appeal of the aforesaid
Defendant.

Humbly Sheweth,

That this Respondent doth admit, he
have Exhibited and filed his Bill of Complaint,
about the time mentioned by the appellants in his
Petition and appeal, against the said appellants and
did in and by his said Bill of Complaint, set forth and
allege the different matters and things mentioned
and recited by the appellants in his Petition and
appeal. And this Respondent further answering,
doth deny, that he did exhibit and file another
Bill of Complaint on the 10th day of May for the
purpose occasioning to the appellants any extra-
ordinary expense; or to harass and perplex the
appellants.

Sited in my office
the 25th July 1798.

Chas Baker
clerk

appellant, as truly stated in and by the said Petition
 and appeal, and this Respondent doth also deny, that
 such other Bill of Complaint was filed against the
 appellant, for the same matter to wit the Bonded
debt of the Petitioner (provided the said appellant
 doth intend thereby, that this Respondent, did file
 two Bills of Complaint for one specific Bonded
 debt). -- And this Respondent doth admit, it to be
 conformable to the practice of the Mayor's Court
 to combine two or more Bonds in one action,
 provided such Bonds are between the same parties
 and arising out of the same Interest; But this
 Respondent doth deny to have instituted two
 Suits against the appellant "instead of one" if
 the appellant means by the word "instead" to infer
 that this Respondent had only a just right to
 institute one, And this Respondent doth deny that
 that he hath thereby created a multiplicity of
 Suits, or any Suit, to which the Law did not give
 him a clear and indisputable right. -- And this
 Respondent further answering saith that the
 Usual rules for answering the said Bill of Complaint
 of this Respondent having passed this Respondent
 at on the day mentioned in the Petition and
 appeal by his attorneys in the Honble the Mayor's
 Court

Court, produce a certificate from the Register setting forth that the usual Rules had issued for the appellant to answer this Respondent's Bill, which the appellant had neglected doing; and did therefore pray that a Decree might pass, whereupon this Respondent doth admit that the appellant, did by his attorney in fact object to the passing of the said Decree, and pray a further time of One Week, to answer this Respondent's Bill - And this Respondent doth also admit that the said Mayor's Court did order and Decree, as by the said Petition and appeal of the appellant is particularly recited and set forth. -

But this Respondent doth deny, that the said appellant is either injured or aggrieved by the said Order and Decree of the Honble the Mayor's Court, or that the appellant hath any just Cause or reason of appeal therefrom. -

And this Respondent in answer to the first Cause or reason of appeal, assigned by the appellant, doth admit, that it hath been a general practice of the Honble the Mayor's Court to enlarge the time for receiving a Defendant's answer provided the party Defendant, praying such an indulgence hath shown a good and sufficient Cause for the same. -

And

And in answer to the second pretended Reason of appeal, This Respondent doth positively deny that any Cause, was shown by the appellant, or by his Attorney in Court, that could or ought to have induced the Mayor's Court to grant an extension of time for filing his answer - And this Respondent saith, that had the appellant by his attorney in Court, showed any reasonable Cause for not having filed his answer, during the ordinary time allowed to him in Common with all defendants for the purpose, or had the appellant made it appear to the Court, that he had any defence to offer against the Substance of this Respondent's claim; the Mayor's Court conformable to their General practice, as mentioned in the appellants first Reason, would have doubtless granted the Defendant the time he prayed; - and provided such time had not been granted, the reason or Cause offered by the appellant would have appeared on the Records of the said Mayor's Court by an extract from which, in case of an appeal this Honble Court would have been enabled to judge of the Sufficiency or insufficiency of such Cause or reason, and affirmed or reversed the Cause

Done

Decree of the Mayor's Court accordingly and this Respondent saith that it doth not appear by the Extract from the Minutes of the said Mayor's Court (a Copy of which is annexed to the appellants Petition and appeal) that any cause whatever was offered to the Mayor's Court by the Appellant, for his negligence in not complying with the Rules, or that any Reason or Cause was shewn to entitle him to further time. -- And this Respondent to that part of the appellants Second Reason of appeal wherein he alleges "that it was apparent on the face of the said Bill that this Respondent held a mortgage, whereby he had a claim on the property of the appellant more than sufficient to cover what he pretended to be due unto him" Answering saith, That it is apparent on the face of this Respondents Bill, that he lent the sum therein mentioned to the appellant, and that he this Respondent held a Mortgage of certain premises, therein also mentioned, But this Respondent is at a loss to discover from what part of this &c Respondents Bill, it is apparent that the premises or property mortgaged was more than sufficient to cover the sum due to this Respondent.

And in answer to the appellants third Cause or Reason assigned for appealing, This Respondent saith

said, that it was not incumbent on this Respondent to produce or prove the Bond, on which he had brought his action; For it was in the Power of the appellant, if he had any just defence to set up in the Mayor's Court, to pray that this Respondent might produce the Bond, when it would have been produced accordingly and had the appellant denied the Caution of such Bond, this Respondent would then, and not till then, have been put to the proof thereof, But in as much as the said Defendant did not pray that the said Bond should be produced, and did not offer any defence to the Suit, the Mayor's Court were justifiable in conformity to the practice of the High Court of Chancery in taking this Respondent's Bill pro confesso and granting their order and Decree accordingly:—

And this Respondent in Answer to the appellants fourth or last pretended reason of appeal, saith deny to have "split and divided the same Cause of action, namely the Bonded debt of the appellant to this Respondent, into two several Suits", as unjustly and untruely stated by the appellant— For this Respondent saith, that the action of this Respondent, in the Decree on which the present

present appeal is founded, hath arisen out of a Bond;
 Executed by the appellant, in his own right on the tenth
 day of December in the year of Christ One Thousand
 Seven Hundred and Ninety Six, unto this Respondent
 for the Principal Sum of Six Thousand and five
 Hundred Nisr Pagodas, with Interest at the rate of
 twelve $\frac{1}{2}$ Cent $\frac{1}{2}$ annum, and payable within Twelve
 Months from the date thereof with a Mortgage unto
 this Respondent of certain Premises in the Siltation
 and Appeal of the appellant mentioned. Whereas
 the other action of this Respondent hath arisen out
 of a Bond executed by the appellant, as Administrator
 to the Estate of Trevangadiak and Trenewashiah
 Deceased, on the twenty first of September in the Year
 of Christ One Thousand Seven Hundred and Ninety
 Seven unto this Respondent for the Principal Sum
 of Two Thousand three Hundred and Twenty five
 Nisr Pagodas, with Interest at the rate of Twelve
 $\frac{1}{2}$ Cent $\frac{1}{2}$ annum payable within Six Months from
 the date thereof with a Mortgage unto this Respondent
 of a certain Garden & House situated on Country
 Plain and this Respondent further saith, that the
 two Bonds on which he had brought his respective
 actions, being given in different rights, and
 regarding different Interests, this Respondent is
 advised

advised that if he had coupled or joined the same in
 one action, the appellant would have had just
 cause of Demurrer, to the same, and might with
 much reason have accused this Respondent of
 irregularity. - And therefore this Respondent doth
 Submit that the last reason assigned for appeal
 by the appellant is unfounded in principle, and
 fallacious, and untrue. - And this Respondent,
 notwithstanding he hath, (he trusts) fully answered
 the different pretended reasons of the said appellant
 Humbly Submits to this Honble Court, that such part
 of the second pretended reason of appeal, as relates
 to what was apparent on the face of this Respondent's
 Bill, as to the sufficiency of the Property mortgage
 to answer this Respondent's demand; and the third
 and fourth pretended Reasons of appeal in Toto
 are altogether irrelevant and impertinent to the
 present appeal; in as much as the same contain
 Objections, which were never stated or urged to
 the Honble the Mayors Court and consequently
 could not have been in contemplation, when the
 Order and Decree was given in the premises.
 For this Respondent is advised that the object
 of the appellant being to reverse the order and Decree
 of the Mayor's Court, he was bound to set forth
 such

Such matters and circumstances only as were
 Submitted to the Consideration of the Mayors Court, and
 on which their Judgment was formed, and their
 Order and Decree given accordingly and that therefore
 the appellant should not be permitted (as he hath
 done) to bring forward objections, and introduce matter
 into the Pleadings in this Honble Court, of which
 he either could not, or did not avail himself in the
 Mayors Court. And as it must be evident to this
 Honble Court from the Extract from the Minutes
 of the Mayors Court, that the matters contained
 in the Reasons last mentioned, were not offered
 to the Consideration of the Mayors Court, when
 the order and Decree was given, This Respondent
 humbly prays this Honble Court, that such part of
 the second with the third and fourth pretended
 reasons of appeal in toto, may be expunged
 from the Records of this Honble Court, with costs
 to be paid by the said appellant.

And this Respondent further
 humbly prays, that for the reasons
 aforesaid, and such others as may
 be offered at the hearing hereof,
 this Honble Court will be pleased to
 affirm

affirm the said order and Decree of
the Magori Court in the Premises;
grant unto this Respondent, such
other relief as this Honble Court
shall deem meet, and dismiss
the Petition and appeal of the
appellant with Exemplary costs,
to be paid by the appellant for his
litigious conduct.

Wm. Compton
Solicitor for Respondent

Court of the Recorder
St. George, Madras

Friday the 30th day of November
Anno Domini 1798.

Present

Sir Thomas Strange Knight Recorder
James Ball — William Webb
Benjamin Barbuck — Adversus.

Between Munnawasia Buziah
Braming of Madras Inhabitant
Appellant and Syajah Moolliean
of the same Place Inhabitant
Respondents.

This cause coming on to be heard and Debated
this

this Day in the presence of the Attornies on both
 sides upon hearing the Petition of appeal and
 Answer and the several Exhibits of the late Writhe
 the Mayors Court together with the Decree of the
 said Court given in this Cause on Tuesday the 29th
 Day of June. Anno Domini 1798 upon due
 Consideration had of the Matters therein severally
 contained and of the Readings and arguments made
 by the Attornies on both Sides This Court
 doth think fit to order and Decree and doth
 accordingly Order and Decree that the said Decree
 of the late Mayors Court do stand affirmed
 and that the appellants Petition be dismissed
 with Costs.

J. Cur
 J. Taylor
 Clerks

Know all Men by these Presents that Alexander Macleod of Tanjore am held and firmly bound unto Audenarrain Chetty of Madras Inhabitant in the Total Sum of five Thousand One Hundred and forty Seven Pagodas thirty Eight fanams and forty Cash Current Money of Madras to the Payment whereof well and truly to be made to the said Audenarrain Chetty his Heirs Executors Administrators or assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my Hand and Seal in Tanjore this Sixteenth / 16 / day of February in the Year One Thousand Seven Hundred and Ninety Seven.

Whereas the above bound Alexander Macleod hath borrowed and received of the abovenamed Audenarrain Chetty the full and just sum of two Thousand five Hundred and Seventy three Pagodas forty fanams and Sixty Cash to run at Interest at the rate of Twelve per cent per annum and payable in four Months from the date hereof

Now the Condition of this Obligation is Such that if the above bound Alexander Macleod his Heirs Executors Administrators or assigns shall well and truly pay or cause to be paid unto the said Audenarrain

Audemarrain Chetty his Heirs Executors Administrators
or Assigns the full and just Sum of Two Thousand
five Hundred and Seventy three Pagodas forty fanams
and Sixty 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

where no Stamp Paper is to be had

in the Presence of

J. Madraspatnam
Subarnu

Meas. Macleod (Sd.)

True Copy

J. Farley
attorney for complainant

Mayor's Court at
Madraspatnam

Tuesday the 11th day of September
Annus Domini 1798

Present

William Abbott Esquire Mayor
James Ball and Richard Goldham

Adversus

Between Audemarrain Chetty
of Madras Inhabitant complainant
and Alexander Macleod now residing
at Tanjore a Senior Merchant in the
Service of the Honble United English
East India Company trading to India Defendants

It

It appearing by the Records of this Court that the usual Rules have issued for the Defendant to answer the Complainant's 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 do pay unto the Complainant the full and Just Sum of Two thousand Seven hundred and Eighty five Pagodas thirty five fanams and Sixty Cash / Pagodas 2785.35.60. / 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. -

Attest
J. Taylor Esq.

To the Right Honble Lord Clive Governor
President in Council &c &c
Fort St. George

In the Honble the
Court of Appeals at
Madraspatnam

Between Andamarrain Chetty
of Madras Inhabitant Complainant, and
Alexander Macleod, a Senior Merchant
in the Service of the United English
East India Company trading to
India Defendant. -

The Petition and Appeal of the abovenamed
 Defendant
 Humbly Sheweth,

That some time on or about the second day of
 November in the Year of Christ One Thousand Seven
 Hundred and Ninety Seven the Complainant abovenamed
 did Exhibit and file his Bill of Complaint in the Honble
 the Mayor's Court at Madraspatnam against your Petitioner
 wherein and whereby he did charge that your Petitioner
 was justly and truly indebted unto him the said
 Complainant in the full and just sum of two Thousand
 Seven Hundred and Eighty five Star Pagodas, thirty five
 fanams and sixty cash of the current Money of Madras
 making in Sterling Money of Great Britain at the
 rate of Eight Shillings for every Pagoda the sum of
 One Thousand One Hundred and fourteen Pounds and
 Seven Shillings, as the said Complainant did say would
 more fully and at large appear by the copies of an
 Account Current and writing Obligatory, unto his said
 Bill annexed: And the said Complainant in his said
 Bill did further charge, that he had frequently demanded
 payment of the said sum of two Thousand Seven Hundred
 and Eighty five Star Pagodas, thirty five fanams and
 sixty cash, And that your Petitioner had obstinately
 and wilfully refused to pay the same or to give the said
 Complainant

Filed in my office
 15th Sept 1798.
 Chas. Barker
 clk

Complainant any Satisfaction Touching the Premises.
 And the said Complainant did therefore Pray a general
 Relief and that your Petitioner might be compelled to
 Answer unto all the matters and things in the said Bill
 set forth, and as herein before recited by your Petitioner,
 and that your Petitioner might be Deemed to pay the said
 Sum, with all such Interest as there was or might be
 thereafter become due thereon, with all costs of Suit.

And your Petitioner further Sheweth unto
 this Honorable Court that to the said Bill of Complaint
 your Petitioner by his Attorney, on or about the twenty
 fourth day of July now last past, did appear in the said
 Mayors Court and that the Ordinary Rules did thereupon
 pass requiring your Petitioner to answer the said Bill
 of the said Complainant; at the Expiration of the last
 of which your Petitioner by his said Attorney did pray
 a further time of one Week to file his answer which the
 said Mayors Court was pleased to allow and your Petitioner
 further Sheweth unto this Honorable Court, that on the next
 Court day to wit on or about the fourth day of September
 now last past your Petitioner being at that time not
 prepared to file his Answer to the said Bill of Complaint
 the said Mayors Court were pleased to order and Decree
 that your Petitioner should pay unto the said Complainant
 the full and just Sum of two Thousand Seven Hundred
 and

and Eighty five Star Pagodas thirty five fanams and
Sixty Cash, together with such Interest as then was or
should thereafter become due thereon, with all costs
of Suit as by Copy of an Extract from the Minutes
of the said Mayori Court herunto annexed for the
Inspection of this Honble Court will more fully and at
at large appear. -

By which said order and Decree of the said
Mayori Court your Petitioner doth conceive himself
much aggrieved and doth therefore appeal therefrom
to this Honble Court, for the following amongst other
Reasons. -

That the said Mayori Court Decreed against
your Petitioner, touching the Cause of Action without
any legal Proof of the Debt, alleged to be due and owing
from your Petitioner unto the said Complainant. And
although the said Complainant by his Attorney did
produce to the said Court a Paper Writing, described
or purporting to be a Bond or Writing obligatory
from your Petitioner unto the said Complainant,
and on which the Action of the said Complainant
was said to have been founded / and the Production
whereof did plainly infer that the said Court should be
legally in possession of such Deed, in order to enable
them to Decree concerning the same, yet did the
said

said Complainant fail to produce any Evidence of the Subscription or Delivery of the same by your Petitioner unto the said Complainant, or any Testimony whatsoever to prove that the same was your Petitioner's Deed wherefore your Petitioner doth humbly contend that the said Decree of the said Mayor's Court was and is unauthorized and unfounded in the Premises. —

For which Reason and such others as may be offered at the Hearing of this your Petitioner's Petition of Appeal, your Petitioner doth pray that the said Order and Decree of the said Mayor's Court may be reversed with Costs. —

Samuel
Solr for App^t

Extract

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 4th Day of September Anno Domini 1798.

Present

William Abbott Esquire Mayor
James Ball and Richard Goldham
Herrmen

Audemarrain Chitty

~~vers~~
Alexander Macleod

The Attorney for the Complainant delivers into Court
the Original Bond upon which the action is brought

The Attorney for the Complainant produces to the Court
a Certificate from the Register setting forth that the
Usual Rules have issued for the Defendant to
Answer the Complainant's Bill which he has
neglected doing. He therefore prays that a Decree
may now pass. Bill Read. -

Appraising by the Records of this
Court that the usual Rules have issued for the Defendant
to answer the Complainant's Bill which he has neglected
doing This Court doth therefore think fit to order and
and Decree and doth Accordingly order and Decree that
the Defendant do pay unto the Complainant the full and
Just

Just Sum of Two Thousand Seven Hundred and Eighty
five Pagodas thirty five pannaies and sixty Cash Pag^s
2785.35.60/ together with all such Interest as now is or
shall hereafter become due thereon untill full Payment is
made also all costs of this suit.

/ Attest Extract /

J Taylor
Clerk

To the Right Honble Lord Clive Governor
President in Council of the
Isle of St. George

In the Honble
the Court of Appeals
Madraspatnam

Between Andamarrain Chetty of Madras
Inhabitant Complainant and Mess^{rs}
Mellod a Senior Merchant in the
Service of the United English East
India Company trading to India
Defendant.

In Answer of the abovesaid Complainant to
the Petition and Appeal of the abovesaid Defendant

This Respondent for answer to the

Filed in my office
the 29th Oct^r 1798.

Chas^r Baker

etc

Appellants Petition and appeal or unto as much
thereof as is necessary for him to make answer unto
answerable

Answered and Saith, that he admits that he did some
 time on or about the second day of November which was
 in the Year of Christ One Thousand Seven Hundred and
 Ninety Seven Calicut and file his Bill of Complaint in
 the Honble the Major Court at Madraspatnam against
 the said Appellant and did therein and thereby charge the
 said Appellant to stand indebted unto him this Respondent
 in the full and Just Sum of two Thousand Seven Hundred
 and Eighty five Star Pagodas thirty five fanams and Sixty
 Cash Current Money of Madras making in Sterling Money
 of Great Britain at the rate of Eight Shillings for
 every Pagoda the Sum of One Thousand One Hundred and
 Fourteen Pounds and Seven Shillings or thereabouts as
 and for the Balance due and owing to him this Respondent
 on a certain Bond or written Obligation granted by the
 appellant to this Respondent copy whereof as also of an
 Account was to this Respondent's Bill of Complaint
 annexed and therein and thereby referred to. And this
 Respondent further admits that he did in and by his
 said Bill of Complaint pray that the said Honble the
 Major Court would be pleased to decree that the said
 appellant should pay unto this Respondent the aforesaid
 Sum of two Thousand Seven Hundred and Eighty five
 Star Pagodas thirty five fanams and Sixty Cash with all
 such Interest as there was or should thereafter become due
 thereon

thereon and all costs of this suit.

And this Respondent further admits that to the said Bill of Complaint the said Appellant did on the ²⁴ Twenty fourth day of July last past by his Attorney appear in the said Mayor's Court and that the Ordinary Rules did thereupon pass requiring the appellant to answer the said Bill of this Respondent. And that at the expiration of which the said Appellant did by his attorney pray a further time of one Week to file his answer which the said Mayor's Court was pleased to allow. And this Respondent further admits that on the next Court day to wit on or about the fourth day of September the said Appellant not having filed his answer to the said Bill of Complaint the said Mayor's Court were pleased to order and Doeree and did accordingly order and Doeree that the Appellants should pay unto this Respondent the full and Just Sum of Two Thousand Seven Hundred and Eighty five Pagodas thirty five fanams and Sixty Cash together with such Interest as there was or should thereafter become due thereon with all costs of Suit as by Copy of an Extract from the Minutes of the said Mayor's Court to the said Petition and appeal annexed would more fully appear. -

And this Respondent avers that the said appellant is aggrieved by the said order and Doeree of the said

said Mayor's Court or that he hath any just cause or reason to appeal therefrom. For it appears from the Decree of the said Mayor's Court Copy whereof is annexed to the Petition and appeal that the usual Rules as fixed by the practice of the said Court for answering had expired and that by default and neglect of these Rules a Decree had passed. And this Respondent further saith that it is not usual or consistent with the practice of the said Court to advise in such cases any proof on the Part of the Plaintiff. But if a party is in Court by his attorney and neglect to comply with the rules the Bill is taken Pro Confesso and a Decree accordingly passes.

For all which Reasons

and such others as may be offered at the hearing This Respondent humbly prays that the Decree of the Mayor's Court may be affirmed with costs.

J Chalmers
Solicitor for Respondent

Court of the Recorder
St. George Madras

Friday the 30th day of November
Anno Domini 1798.

Present
Sir Thomas Strange Knight Recorder
James Call — William Webb and
Benjamin Roebuck — Adorners

Between Alexander Macleod
a Senior Merchant in the Service of the
United English East India Company
trading to India appellant and
Andemarrain Chully of Madras In-
habitant Respondent.

This Cause coming on to be heard and
Debated this day in the presence of the Attornies on
both sides upon hearing the Petition of Appeal
and Answer and the several Exhibits of the late
Honble the Mayor's Court together with the Decree
of the said Court given in this Cause on Tuesday the
4th day of September Anno Domini 1798 upon
due consideration had of the Matters therein severally
contained and of the Readings and arguments used by
the

the Attornies on both sides This Court doth think fit to
 Order and Deeree and doth accordingly Order and Deeree
 that the said Deeree of the late Mayor's Court do stand
 affirmed and the appellants Petition be dismissed with
 costs.

Wm Geo Taylor
 Esq.

To the Right Honble Edward Lord Clive
 Governor President in Council &c.
 Fort St. George

In the Honble the Court of
 Appeals at Madraspatnam

Between Villanore
 Chinniah Moodelly of Madras
 Inhabitant Complainant and
 Cuthambakum Annachellum
 Moodelly of the same Place Inhabitant
 Defendant.

The Petition and Appeal of the Defendant above
 named

Humbly Sheweth unto this Honble Court

That some time on or about the tenth day
 of May in the present year of Christ One thousand &
 seven

Filed in my office
the 5th Sept. 1798.

Chas Baker

etc

Seven Hundred and Ninety Eight the Complainant above named did Exhibit and file his Bill of Complaint in the Honble the Mayor's Court at Madraspatnam against your Petitioner and therein and thereby amongst other things state, that your Petitioner stood indebted unto him the Complainant in the sum of one Thousand three Hundred and Twenty five Star Pagodas and thirty fanams of the current Money of Madras being a pretended Balance of Cash, alleged to be due and owing to him the Complainant upon a certain Bond or Obligation in Writing charged to have been so caused by your Petitioner and a copy whereof together with an account current the said Complainant did annex to his said Bill of Complaint for the inspection of the said Mayor's Court And your Petitioner further humbly sheweth unto this Honble Court that in order to prejudice the said Mayor's Court against your Petitioner the said Complainant did in and by his said Bill of Complaint most unjustly and untrue state, that your Petitioner stood further indebted unto him the Complainant. But that the Bond, copy whereof was to the said Bill of Complaint annexed was the only Instrument which gave authority to the Complainant to sue your Petitioner in the said Honble the Mayor's Court, an insinuation which your Petitioner humbly submits

was

was totally unsupported and authenticated by any thing
 in, or annexed to the said Bill of Complaint and which was
 introduced by the Complainant in the most irregular and
 unwarrantable manner for the purpose of misleading
 the Mayor's Court into a belief that your Petitioner was
 indebted to the Complainant in sums which he had
 no means of recovering. And your Petitioner further
 humbly sheweth unto this Honble Court, that the said
 Complainant at the time of exhibiting and filing his
 said Bill of Complaint as aforesaid, did make oath
 to the Justices of the Debt and swear that he believed
 your Petitioner would abscond or conceal himself on hearing
 that a Bill of Complaint was filed against him, and
 thereupon a summons did issue, which was immediately
 returned, and on the return of the same a Warrant of
 Arrest did issue to the Sheriff of Port Saint George,
 Town of Madraspatnam and Districts thereof, and that
 your Petitioner was in consequence thereof attached and
 arrested accordingly. And your Petitioner further humbly
 sheweth unto this Honble Court that on Tuesday the
 fifth day of June now last past, Your Petitioner did
 by his attorneys in the said Honble the Mayor's Court
 appear to the said Bill of Complaint of the Complainant
 and shortly afterwards exhibit and file a general answer
 to the same and on the same day the Complainant did
 generally

Reply to which your Petitioner did Exhibit and file his
 General Response on the twentieth day of July next
 following and now last past and that on the twenty fourth
 day of the said Month of July Your did Sire in the said Cause
 and Rules did pass for the Examinations of Witnesses - And
 your Petitioner further Humbly Sheweth unto this Honble
 Court, that on the Seventh day of August now last past, the
 complainant did by his attorney in the Mayor's Court pray
 for and obtain a Peremptory Rule, giving to the Parties a further
 time of fourteen days to Examine their Witnesses in default
 of which Publication should pass in the said Cause - And
 your Petitioner humbly Sheweth that from the time he
 was so arrested as aforesaid until the present day, he hath
 been in the custody of the said Sheriff and by being so
 deprived of his liberty, hath been precluded from communicating
 with his friends as well as consulting with his
 Attornies, in such manner as might have enabled him
 to prosecute his just defence to the complainants action,
 and comply with the rules of the said Mayor's Court,
 and in particular by reason of such confinement
 hath been prevented from discovering very material
 Witnesses and from investigating various complicated
 accounts between your Petitioner and the complainant
 in as much as the Parties who are acquainted with
 the

the same, would not attend your Petitioner in a Prison and your
 Petitioner had no Means to enforce them, and was too indigent in
 his Circumstances to pay them for their Attendance, and your Petitioner
 humbly begs leave to state these facts to this Honourable Court as
 well to shew himself entitled to the indulgence which he seeks to
 Obtain by his present Petition to this Honourable Court as to remove
 an impression which was made on the Mayors Court by the attorney
 of the Complainant and which Circumstance will probably be urged
 to this Honourable Court at the hearing to wit that your Petitioner,
 hath set up a General Defence, and that the same doth manifest
 a Spirit of litigiousness: But your Petitioner humbly submits
 that when it be Considered by this Honourable Court, that the Confine-
 ment of Your Petitioner, Operated as before stated, and that it was
 Necessary to investigate and bring forwards Complicated Accounts of
 Money transactions, and that the time granted in every Case by the
 Said Mayors Court was never extended to your Petitioner this
 Honourable Court will deem the General Defence set up by Your
 Petitioner an Act of Necessity, rather than that of Choice. And
 Your Petitioner further sheweth unto this Honourable Court that at
 the time of the expiration of the said Peremptory Rule for
 examination of Witnesses as aforesaid, to wit the Twenty first day
 of this present Instant August, the attorney for the Complainant
 did pray from the said Mayors Court the benefit of the same, and
 that Publication might pass whereupon your Petitioner by his
 attorneys in the said Mayors Court, did Object to the passing of
 Publication, and state to the said Mayors Court, the particular
 Hardship of Your Petitioners Situation in being Confined as aforesaid,
 and that by reason thereof your Petitioner had been unable to procure
 the Attendance of his Witnesses and also that the Peremptory Rule
 had expired only that day, and did thereupon pray a further time
 of two Weeks to enable your Petitioner to Examine his Witnesses.
 But your Petitioner humbly sheweth that the said Mayors
 Court, notwithstanding, what your Petitioner did urge by his
 said Attornies, did order Publication to pass, and the same was passed
 accordingly, as by the copy of an Extract from the Minutes of the
 Said Mayors Court, herunto Annexed for the Inspection of this
 Honourable

Honble Court, and which Your Petitioner prays May be taken in part of this his Petition and Appeal reference being thereunto had, May, Morefully and at large appear, the Original being ready to be produced at the hearing hereof if required.

By which Said Order of the said Mayors Court, Your Petitioner doth humbly conceive himself very materially injured and aggrieved and doth therefore Appeal therefrom unto this Honble Court, for the Following Reasons.

First

Because it is usual for the Mayors Court to grant an extension of time for the examination of Witnesses, on the Party, Making such Application, Offering to the Court a Satisfactory excuse for not having complied with the Rules that had issued, and an shewing a reasonable grounds to entitle him to the indulgence prayed.

Secondly

Because your Petitioner did by his Attornies in the Honble the Mayors Court Offer an excuse that ought to have been satisfactory, and shew a reasonable grounds for the extension of time prayed, in as much as he shewed the said Mayors Court that from the peculiar hardship of his Situation, in Confinement from the Commencement of the Action he had been prevented from searching after and procuring the attendance of his Witnesses, and that from such imprisonment he had been unavoidably precluded from that intercourse with his Friends and Communication with his Attornies which would have enabled him to comply with the Rules of the said Mayors Court. and your Petitioner submits that the most reasonable grounds on which the Mayors Court could have granted the indulgence prayed, was the probability of your Petitioners being deprived of supporting his Defence, by a Non Compliance with his prayer, when he had been guilty of no wilfull Neglect, and when he ought to have had the further time of Two Weeks granted to him, for the purpose of furthering the ends of Justice.

Lastly

Because the prayer of your Petitioner by his said Attornies, was not for the purpose of delay; and your Petitioner is advised that in His Majestys High Court of Chancery, (the practice of which is generally followed by the Mayors Court) a Motion or prayer for an extension of time is Considered as a matter of course, and never refused unless a Cause has been set down for hearing.

or when it is evident that Procrastination is the Object in view and your Petitioner humbly submits that as Your Petitioner had not received any further time than that allowed by the Ordinary Rules of the Court, and only prayed a further time of two Weeks, the said Mayors Court consistent with their usual practice, and with strict Justice, should and ought to, have granted the prayer of Your Petitioner.

For all which Reasons and such Others as may be offered at the hearing hereof, Your Petitioner most humbly prays that this Honble Court will be pleased to reverse the said Order of the said Mayors Court and Order Publication to be enlarged for two Weeks that your Petitioner may examine his Witnesses, and further grant such other relief, as to the Judgement of this Honble Court shall seem meet.

Thos. J. Compton
Solicitor for Appellant

Extract from the Minutes of a Court Held at the
Town Hall on Tuesday the 25th day of August Anno Domini
1898—

Present

William Abbott Esquire Mayor

William Webb and Richard Meldham

Aldermen

Vallanoor Chinniah Moodelly

vers

Cuttampaukam Arnachellam

The Attorney for the Complainant prays that
Publication may pass in this cause to which the Attornies for the Defendants
Object and pray a further time of two Weeks to Examine Witnesses the
Defendants being in the custody of the Sheriff and unable by reason of
such confinement to procure the attendance of his Witnesses and the peremp-
tory Rule having expired only this Day—Note from the Examiner stating
that all the Witnesses have been Examined and signed their Depositions
on the part of the Complainant Ordered that Publication do pass—
Publication is passed in this Cause—

A true Extract

(Signed) J. Abbott

D Reg^l

A true Copy

Hall & Compton

Solicitors for Appellants—

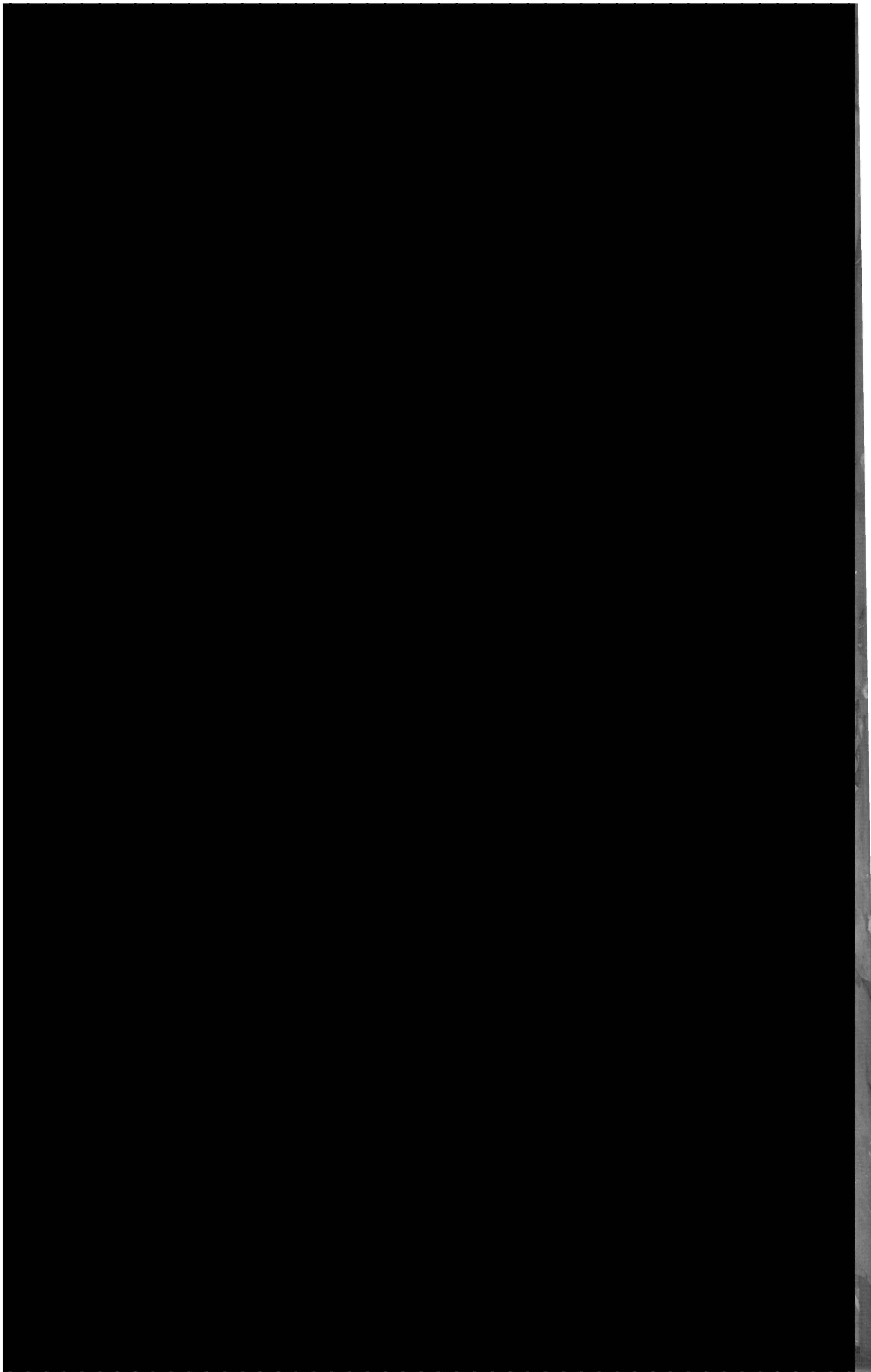
To the Right Honble Edward Lord Clive

Governor President in Council

Fort St. George

Between Vallanoor Chinniah Moodelly of
Madras Inhabitant Complainant and Cuttampaukam
Arnachellam Moodelly of the same place
Inhabitant Defendants—

The



Publication may pass in this cause to which the Attornies for the Defen-
-dant Object and pray a further time of two Weeks to Examine Witnesses the
Defendants being in the custody of the Sheriff and unable by reason of such
confinement to procure the attendance of his Witnesses and the peremptory
rule having expired only this day. Note from the Examiner stating that
all the Witnesses have been Examined and signed their Depositions on the
part of the Complainant Ordered that Publication do pass Publication is
passed in this cause

/ True Extract /

J. Abbott

By Reg^d

Court of the Recorder
at Fort St. George Madras }

Friday the 30 day of November
Anno Domini 1798. —

Present
Sir Thomas Strange Knight Recorder
James Hall William Webb and Benjamin
Roebuck Aldermen —

Between Cuttombaham
Arnachellum & Moodelly of Madras
Inhabitant Appellants and Vellanore
Chinniah & Moodelly of the same place
Inhabitants Respondents —

This Cause coming on to be Heard and
Debated this day in the presence of the Attornies on both sides upon
hearing the Petition of Appeal and answer and the several Exhibits of the
late Honble the Mayor's Court together with the Order of the said Court
given in this cause on Tuesday the 21 day of August Anno Domini 1798.
upon due consideration had of the Matters therein severally contained and
of the Pleading and Arguments used by the Attornies on both sides —
This Court doth think fit to Order and Do doth accordingly
Order and Do doth that the said Order of the late Mayor's Court do stand
affirmed

that the Appellant is entitled to any Commiseration from being detained in prison for a just and lawful debt, Nor doth he see how that Circumstance Could preclude him from the necessary Communication with his Attornies who Having Undertaken the Management of his Cause were bound to attend to his business and who might upon Motion have procured an Order from the Court to bring him up to swear to any Affidavits which they might have thought it necessary to introduce in support of any particular or Special Motion—

To the Last Reason or Cause of Appeal this Respondent saith that the Mayor's Court being Authorized by the Charter to form Rules of Practice in regard to the Conducting of Suits, he humbly trusts this Honble Court of Appeal will not upon the bare Assertion of the Appellant reverse, alter or set aside an Order that has passed in strict Conformity to the Practice of the said Court.—

For all which Reasons and such others as May be adduced at the hearing this Respondent humbly prays this Honble Court will be pleased to affirm the Order of the said Honble Mayor's Court, and that the Appellant's Petition and Appeal May be dismissed with Costs to be paid by the Appellant—

J. Chalmer
Solicitor for Respondents

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 25th day of August Anno Domini 1798—

Presents

William Abbott Esquire Mayor
William Webb and Richard Yeldham
Aldermen

Vallanoor Chinniah Moodelly
Vers
Cullampaukam Arnachellam

The Attorney for the Complainant prays, that
Publication

Publication may pass in this cause to which the Attornies for the Defen-
 -dant Object and pray a further time of two Weeks to Examine Witnesses The
 Defendants being in the custody of the Sheriff and unable by reason of such
 confinement to procure the Attendance of his Witnesses and the peremptory
 rule having expired only this day - Note from the Examiner stating that
 all the Witnesses have been Examined and signed their Depositions on the
 part of the Complainant Ordered that Publication do pass Publication is
 passed in this cause

/ True Extract /

J. Abbott

By Reg^d

Court of the Recorder
 at Fort St. George Madras }

Friday the 30 day of November
 Anno Domini 1798. —

Present
 Sir Thomas Strange Knight Recorder
 James Ball William Webb and Benjamin
 Roebuck Aldermen —

Between Cuttombauham
 Annachellum & Moodelly of Madras
 Inhabitants Appellants and Vellanore
 Chinniah Moodelly of the same place
 Inhabitants Respondents —

This Cause coming on to be Heard and
 Debated this day in the presence of the Attornies on both sides upon
 hearing the Petition of Appeal and answer and the several Exhibits of the
 late Honble the Mayor's Court together with the Order of the said Court
 given in this cause on Tuesday the 21 day of August Anno Domini 1798.
 upon due consideration had of the Matters therein severally contained and
 of the Pleading and Arguments used by the Attornies on both sides —
 This Court doth think fit to Order and Doth accordingly
 Order and Doth that the said Order of the late Mayor's Court do stand
 affirmed

that the Appellant is entitled to any Commiseration from being detained in prison for a just and lawful debt, nor doth he see how that Circumstance could preclude him from the necessary Communication with his Attornies who having Undertaken the Management of his Cause were bound to attend to his business and who might upon Motion have procured an Order from the Court to bring him up to swear to any Affidavits which they might have thought it necessary to introduce in support of any particular or Special Motion—

To the Last Reason or Cause of Appeal this Respondent saith that the Mayor's Court being Authorized by the Charter to form Rules of Practice in regards to the Conducting of Suits, he humbly trusts this Honble Court of Appeal will not upon the bare Assertion of the Appellant reverse, alter or set aside an Order that has passed in strict Conformity to the Practice of the said Court.—

For all which Reasons and such others as May be adduced at the hearing this Respondent humbly prays this Honble Court will be pleased to affirm the Order of the said Honble Mayor's Court, and that the Appellant's Petition and Appeal May be dismissed with Costs to be paid by the Appellant—

J. Chalmer
Solicitor for Respondent

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 25th day of August Anno Domini 1796—

Presents

William Abbott Esquire Mayor
William Webb and Richard Yeldham
Aldermen

Vallanoor Chenniah Moodelly
Vers
Cullampaukam Arnachellam

The Attorney for the complainant prays that
Publication

Publication may pass in this cause to which the Attornies for the Defen-
-dant Object and pray a further time of two Weeks to Examine Witnesses the
Defendant being in the custody of the Sheriff and unable by reason of such
confinement to procure the attendance of his Witnesses and the peremptory
rule having expired only this day. Note from the Examiner stating that
all the Witnesses have been Examined and signed their Depositions on the
part of the Complainant Ordered that Publication do pass Publication is
passed in this cause

/ True Extract /

J. Abbott

Ex Reg^o

Court of the Recorder
at Fort St. George Madras }

Friday the 30 day of November
Anno Domini 1798. —

Present
Sir Thomas Strange Knight Recorder
James Ball William Webb and Benjamin
Roebuck Aldermen —

Between Cuttombauham
Arnachellum & Moodelly of Madras
Inhabitants Appellants and Vellanore
Chinniah & Moodelly of the same place
Inhabitants Respondents —

This Cause coming on to be Heard and
Debated this day in the presence of the Attornies on both sides upon
hearing the Petition of Appeal and answer and the several Exhibits of the
late Honble the Mayor's Court together with the Order of the said Court
given in this cause on Tuesday the 21 day of August Anno Domini 1798.
upon due consideration had of the Matters therein severally contained and
of the Pleading and Arguments used by the Attornies on both sides —
This Court doth think fit to Order and Do do and doth accordingly
Order and Do do that the said Order of the late Mayor's Court do stand
affirmed

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 4th Day of September Anno Domini 1798.

Present

William. Abbott Esquire Mayor
James Ball and Richard Goldham
Aldermen

Audennarrain Chitty

~~vs~~
Alexander Macleod

The Attorney for the Complainant delivers into Court
the Original Bond upon which the action is brought.

The Attorney for the Complainant produces to the Court
a Certificate from the Register setting forth that the
Usual Rules have issued for the Defendant to
Answer the Complainant's Bill which he has
neglected doing. He therefore prays that a Decree
may now pass. Bill Read. -

Appearing by the Records of this
Court that the usual Rules have issued for the Defendant
to answer the Complainant's 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 do pay unto the Complainant the full and
Just

Just Sum of Two Thousand Seven Hundred and Eighty
five Pagodas thirty five pannaies and sixty Cash Pag^s
2785. 35. 60/ together with all such Interest as now is or
shall hereafter become due thereon untill full Payment is
made also all costs of this Suit -

/ Attest Extract /

J Taylor
Clerk

To the Right Honble Lord Clive Governor
President in Council of Madras

In the Honble
the Court of Appeals
Madraspatnam

Fort St. George

Petitioner Andenarra Chetty of Madras
Inhabitant Complainant and Mess^{rs}
Messrs a Senior Merchant in the
Service of the United English East
India Company trading to India
Defendant -

The Answer of the abovesaid Complainant to
the Petition and Appeal of the abovesaid Defendant

Filed in my office
the 29th Oct^r 1798.

Chas^r Baker

clerk

This Respondent for answer to the

Appellants Petition and appeal or unto as much

thereof as is necessary for him to make answer unto
under the

of your Petitioners, and have allowed them the time prayed for or such other time as in their Wisdom should seem meet, and not have prevented them from the benefit of such Testimony as was necessary for the support of their defence it being the duty of every Court to hear all Evidence which may tend to Investigate truth and shew the Merits of the Case to be Decided on.

Lastly

Because your Petitioners had Moreover stated what should have been an additional inducement to the said Mayor's Court to have granted the prayer of your Petitioners namely that they did not seek any Procrastination by their said Petition but that it was their actual intention and that they would endeavour by every means in their Power to bring said Cause to a speedy Issue, which solemn Affirmation together with the fact first sworn by these Petitioners that they had Material Witnesses to Examine afforded in your Petitioners minds ample reason or Cause to justify the Mayor's Court for Enlarging Publication as prayed for by your Petitioners and your Petitioners humbly contends that on sufficient Cause shewn the said Court were bound in duty and Justice to have Enlarged the same.

For all which Reasons and such other as may be offered at the hearing your Petitioners most humbly prays this Honble Court will be pleased to reverse the Order of the said Mayor's Court and allow Your Petitioners the right of Opening Publication for the time of One Month and this Honble Court will be pleased to grant such further and other Relief as to this Honble Court shall seem meet.

Chas. Walter

Sol^r for Appell^t

Extract from the Minutes of a Court held at the Town
Tuesday the 24th day of July Anno Domini 1798—

Present

William Abbott Esq. Mayor
William Webb & Rich^d. Yeldham
Aldermen

Carapet Moorad bawn

Vers

Lawmy Chetty Veera Chetty & Narrain Chetty

Mr Charles Walters appears as Attorney for the Defendants
and prays leave to file a Petition and Affidavits Sworn to in Court read
& filed this day praying that Publication may be enlarged in this Cause for
one Month or such time as the Court shall direct to which the Attornies
for the Complainant Object because the Petitioner has not set forth the
reasons why the Defendants Witnesses could not be Examined before
Publication passed. — Ordered that the Petition be thrown out.

True Extract

J. Taylor
Reg^d

To the Honble Lieutenant General Harris.
President in Council

Fort St. George

In the Honble the Court
of Appeals at Madraspatnam

Between Carapet Moorad bawn of
Madras Merchant Complainant, and Lawmy
Chetty Veera Chetty and Narrain Chetty, also
of Madras Inhabitants Defendants. —

The Answer of Carapet Moorad bawn the Complainant
above named, to the Petition and Appeal of the above named
Defendants.

This Respondent Answering doth admit that Publication passed in
the above Cause in the Honble the Mayor's Court on the day mentioned in the
appellants —

Appellants Petition and Appeal, and that on the day also mentioned in the said Petition the Appellants did by their attorney in the Honble the Mayors Court appear and pray that Publication might be enlarged in the said Cause for the time mentioned in the Petition. And this Respondent doth also admit that the Appellants did endeavour to support their Prayer by a Petition and Affidavit, containing certain pretended Reasons, why they sought to have Publication enlarged. And this Respondent doth also admit that the said Mayors Court did Order the said Petition and Affidavit of the said Appellants to be thrown out, as well for the reason mentioned in the Petition and Appeal, as for other good and sufficient Cause shewn by the Attornies of this Respondent why they said Appellants were not entitled to the indulgence prayed by their said Petition, and which this Respondent will hereafter particularly shew to this Honble Court. But this Respondent doth deny that the Appellants are either injured or aggrieved by the rejection of their Petitioner by the said Mayors Court, as Unjustly pretended by their said Petition, or that they have any just Cause or reason of Appeal from the said Order of the said Mayors Court, of which is to the Petition and Appeal annexed. And this Respondent in Answer to the first pretended Cause of Appeal assigned by the Appellants, doth deny that from the Case stated in the Petition and Affidavit of the Appellants to the said Mayors Court they were entitled to the Consideration which the Appellants would suggest. For this Respondent saith it did not appear from such Case that the Appellants laboured under any disadvantage from their former attorney having declined to act for them, the same having been occasioned by their own neglect. And this Respondent doth admit that had the attorney of the Appellants not declined to act on their behalf he would have been entitled to urge a prayer to the Mayors Court to stay the granting of Publication but this Respondent doth deny that the said attorney could have derived any benefit from such prayer, even had the same been urged, in as much as it is apparent, that what the Appellants had to offer, when afterwards supported by an Affidavit was not sufficient to induce the said Mayors Court to enlarge Publication, and it cannot therefore be presumed that the same reasons would have

Met with greater Consideration on the day that Publication passed - And this Respondent in further Answer to the first Reason of Appeal, doth deny, that the Mayor's Court, from its Known Practice Could not have or refused a Compliance with such Prayer of the Appellants, had the same been urged on the day that Publication passed in the said Cause. For this Respondent saith that the Mayor's Court having a power to form or Rules of Practice, Must necessarily possess a Right to enforce Compliance therewith from its Sutors, and as the Appellants had neglected to avail themselves of the time granted to them by the Ordinary Practice of the Court for examining witnesses, it was entirely in the discretion of the Mayor's Court to stay or pass publication on the expiration of the Peremptory Rule and this Respondent therefore saith, that the Mayor's Court Could have denied such Prayer of the Appellants had the same been urged on the day when Publication passed, in the same or Manner as it has given the Order, on which the present Appeal is or founded And this Respondent in Answer to such part of the second pretended Cause of Appeal, as hath not been already refuted doth or admit That it is the duty of every Court to hear all Evidence which may tend to promote the ends of Justice but then this Respondent saith that a certain prescribed and definite time is allowed for the production of such Evidence (if any there be) and this Respondent saith that the Appellants in Common with other Sutors of the said Mayor's Court were allowed Five weeks for the purpose, but did not during that period produce or examine a single Witness or even furnish their Attorney with instructions for that purpose, and or therefore this Respondent submits, the said Mayor's Court were or bound as well in support of their own Rules as in justice, to this Respondent to reject the Petition of the Appellants, it being evident, that if they really had, (as pretended) Material witnesses to examine they the Appellants would have either examined them prior to the passing of Publication, or would have shewn some good Cause to the said Mayor's Court why they had not been previously examined.

And in Answer to the last pretended Cause or Reason of Appeal - This Respondent saith that the solemn asseveration of the appellants That they did not seek any Procrastination by their Petition "was directly

directly opposed and Contradicted by the records of the said Mayor's
 Court where the most flagrant delay and litigiousness on the
 part of the Appellants was Apparent in every stage of the Action
 and whereby it was manifest the prayer of the Appellants was
 Calculated for the sole purpose of Occasioning further Procrastination
 And this Respondent humbly sheweth unto this Hon^{ble} Court that
 it is laid down in books of Authority that where Publication hath ac-
 tually passed in a Cause, if either party Moves to enlarge Publication,
 it is necessary for such party to shew by Affidavit, that he hath a
 Material Witness or Witnesses to examine, and also shew Satisfactory reasons
 to the Court why, he or they, could not attend and be examined before
 "Publication." And this Respondent humbly submits that the former part
 of the Affidavit, might be made a Constant reason for delay, were the
 latter part to be rejected or omitted - for in every Case, where a party hath
 a Material witness he may delay the examination of such Witness
 until Publication hath passed - and then safely swear, (on a prayer to
 enlarge Publication) that he still hath a Material Witness to examine; but to
 prevent such party from deriving an advantage from his Neglect, it is required
 that he shall shew Satisfactory reasons to the Court why such witness was
 not previously examined - and therefore this Respondent humbly submits,
 that as the Appellants did not shew any reason, why their witnesses were
 not examined, they the Appellants were not entitled to the indulgence prayed
 from the said Mayor's Court and this Respondent further humbly
 sheweth, that the Appellants have endeavoured to impress on this Hon^{ble}
 Court, in their first pretended reason of Appeal that they laboured under
 a particular disadvantage from the circumstance of their former Attorney
 having declined to act on the Appellants behalf, on the day on which Publica-
 tion passed whereas if they did labour under any disadvantage the same
 was solely occasioned by the neglect of the Appellants their Attorney
 having prayed leave to decline acting in the said Cause, "Because he had
 not been furnished by the Appellants with Money or instructions as by the
 copy of an Extract from the Minutes of the said Mayor's Court hereunto
 annexed which this Respondent prays may be taken as part of this his
 Answer, may more fully appear - the Original being ready to be produced
 at the hearing if required - And this Respondent further begs leave to
 State

state to this Honble Court, that it appeared to the Mayor's Court
 at the time they gave the Order on which the Petitioners have founded
 their Appeal, from the record of the Cause, that the Petitioners had
 manifested the most unexampled spirit of litigiousness and had by every
 possible means of Chicanery, protracted the Cause from October one thousand
 seven hundred and ninety six until the present time - For this Respon-
 dent sheweth, that when this Respondent filed his Amended Bill in
 the said Cause the Appellants neglected to appear in the said Mayor's
 Court to the process thereof whereupon a House and Premises the
 property of the Appellants, with certain Goods were sequestered - That at
 the expiration of six months when this Respondent according to the
 practice of the said Mayor's Court would have otherwise obtained a
 Decree, the Appellants entered their Appearance when the sequestration
 was taken off the Premises and other Property - That shortly
 afterwards the Appellants filed a Petition to be admitted to defend
 the suit in forma pauperis, having sworn they were not respectively
 worth twelve and half Pagodas in all the world, a circumstance so
 shameful, after being a short time before possessed of the property
 sequestered, that the Mayor's Court dismissed their Petition and that
 the Appellants then endeavoured to obtain a re-hearing of their Petition
 before a full court, which was also refused - And this Respondent
 sheweth that the Appellants some time afterwards filed a
 General Answer, to which this Respondent generally replied But
 when the Ordinary rules had expired for the Appellants to rejoin,
 when this Respondent well hoped Issue would have joined and
 the Cause be shortly brought to a hearing, the Appellants filed a
 special answer that to the same this Respondent replied and
 the Appellants rejoined, whereupon issue joined, and Rules did pass
 for the examination of Witnesses - But the Appellants instead of availing
 themselves thereof neglected (as this Respondent hath already shewn)
 to furnish their Attorney with money or instructions, who in consequence
 declined acting - That the Appellants appointed another Attorney who
 filed the Petition and Affidavit, the rejection of which hath given them
 an opportunity of further delay by coming into this Honble Court
 with the present Appeal - And this Respondent having briefly
 stated to this Honble Court the litigious Conduct of the Appellants
 Conduct

Conduct perhaps unequalled in any Cause on the Records of the
Said Mayor's Court, humbly submits, that the Said Mayor's Court
in giving their Order on which the present Appeal is founded
Conformable to strict Justice, and in necessary support of the
rules of Practice—

Wherefore, and for such other Reasons
May be offered at the hearing, This Respondent
humbly prays that this Honble Court will
affirm the Order of the Said Mayor's Court
and dismiss the Petition of the Appellants with
exemplary Costs, for their extremely litigious
Conduct.

Hall of Commerce

Solicitors for Respondents

Extract from the Minutes of a Court Held at the
Hall of Tuesday the 17th Day of July Anno Domini 1874

Present

William Abbott Esq. Mayor
Benjamin Roebuck and
Alexander Cockburn
Aldermen—

Carapet Moorad Cawn

Lawmy Chitty, Veerah Chitty, and Narrain Chitty

The Attorney for the Defendants
prays leave to decline acting for want of money and instructions
Ordered Accordingly unless Cause be shewn to the contrary by the
Court day, and it is further Ordered that the Attorney do serve the
Client with a copy of the Minutes of which Service Affidavit

is to be made.

A true Extract

Signed J. Abbott

Dy. Reg^r

A true copy

Hall & Compton

Solicitors for Respondent

Court of the Recorder
at Fort St. George Madras

Friday the 30th day of November
Anno Domini 1798

Present

Sir Thomas Strange Knight Recorder
James Ball William Webb and Benjamin
Roebuck

Abermen

Between Sawmy Chitty Kara Chitty
and Narrain Chitty of Madras Inhabitants
Appellants and Karapet Moorad Cawn of the
Same place Merchant Respondent—

This Cause Coming to be Heard and Debated this day
in the presence of the attorneys on both sides upon hearing the Petition
of Appeal and answer and the several Exhibits of the late Honble the Mayor's
Court together with the Order of the said Court given in this Cause on
Tuesday the 24th day of July Anno Domini 1798 upon due Consideration had
of the Matters herein severally contained and of the Pleading and Argu-
ments used by the Attorneys on both sides This Court doth think fit to
Order and Decree and doth Accordingly Order and Decree that the said
Order of the late Mayor's Court do stand affirmed, and that the appellants
Petition be dismissed with costs—

W^m Cur
Signed G. Lator
Reg^r

To the Honble Lieutenant General George Harris

President in Council

Fort St. George

In the Honble the Court of
Appeals at Madraspatnam.

Between Daniel Vanderwart
of Madras Merchant, Complainant, and
Wilks Murray, of the same place Debtor,
Defendant.

Et. C. Contra

The Humble Petition and Appeal, of the Defendants
abovenamed.

Sheweth

That sometime on or about the sixth day of April
which was in the Year of Christ One Thousand Seven Hundred and
Ninety Seven the Complainant abovementioned, did exhibit and file his
Bill of Complaint in the Honble the Mayors Court of Madraspatnam against
your Petitioner, wherein and whereby he did alledge that your Petitioner
stood justly and truly indebted unto him the said Complainant in the
Sum of Sixty Nine Pagodas two fanams and thirty cash current Money
of Madras, Making in Sterling Money of Great Britain at the rate of
Eight Shillings for every Pagoda the Sum of Twenty Seven Pounds
Twelve Shillings and five Pence or thereabouts, as would he did say
more fully and at large appear by the copies of a Promissory Note of
Hand or Written Obligation, and of an account current thereunto annexed
for the inspection of the said Mayors Court, and prayed by the said
Complainant, to be taken as part of his said Bill of Complaint the
Originals whereof were in his possession ready to be produced when
required. And that he the said Complainant had frequently and in a
friendly manner requested payment from your Petitioner of the said
Sum of Sixty Nine Pagodas two fanams and thirty cash, but that
your Petitioner had refused to pay the same, or to give the Complainant
any manner of Satisfaction touching the premises wherefore he did
in—

in and by his said Bill, pray a general relief; and that your Petitioner might upon his Corporal Oath true, direct and perfect answer make to all and singular the matters and things therein before set forth and alledged, as fully, truly, and effectually, to all intents and purposes as if the same were therein again repeated, and, and your Petitioner thereunto particularly interrogated; and that he might be decreed to pay unto the said complainant the aforesaid sum of sixty nine Pagodas two fanams and thirty cash with all such interest as there was or should thereafter become due thereupon also all Costs of suit—

And your Petitioner humbly sheweth unto this Honble Court, that being served with process to appear and answer the said Bill of Complaint, he did accordingly appear in and before the said Mayor's Court, by his attorney at law, and did thereafter to wit, on or about the twenty third day of May, in the said year One Thousand Seven Hundred and Ninety Seven, exhibit and file his answer thereto, and Did therein and thereby, amongst other things admit that he did execute the promissory Note of Hand or written Obligation, referred to in the complainants said Bill, but did not admit that he was by reason thereof, or by any other reason whatsoever, indebted unto the said complainant in the sum of sixty nine Star Pagodas, two fanams and thirty cash, as charged in the said Bill of Complaint; or in any sum or sums of money whatsoever; for that prior to the time your Petitioner executed the same, to wit, some time in the years One Thousand Seven hundred and Ninety four, and One Thousand Seven hundred and Ninety five, your Petitioner and the said complainant had and carried on divers mercantile and other transactions together; and that in the course of such merchandizing and Traffic, your Petitioner delivered divers articles of trade into the hands of the said complainant for sale, on your Petitioner's account, and in particular that some time in or about the year One Thousand Seven hundred and Ninety four he did deliver to the said complainant several—

Several pairs of Leather Boots, part of the Investment or Adventure of
 Captain Williamson Commander of the Ship General Goddard a Bill
 whereof made out in the name of your Petitioner, and signed by the
 Purser of the said Ship, amounting to the sum of forty Pagodas and five
 fanams was also at the same time delivered to the said Complainant as
 and for a Guidance to him in regulating the price the same should be
 sold at, but your Petitioner did say that in the said Bill several pairs of
 Shoes were included; which said Shoes your Petitioner did not deliver unto
 the said Complainant, having previously disposed of the same for the sum
 of six Pagodas, and that the remainder or price of the said Boots, as paid
 by your Petitioner amounting to thirty four Pagodas and five fanams,
 was detained by the said Complainant, who had never paid or satisfied
 your Petitioner for the same, and therefore, your Petitioner did humbly
 submit, that he ought to have been paid and satisfied for the same,
 and had a right to set off the same against the Demands of the said
 Complainant, and did also say that there was a further balance due
 to your Petitioner from the said Complainant, on and concerning certain
 Item of Twine credited to him in an Account Current delivered by the
 said Complainant a copy whereof marked with the letter A, was to
 his said answer annexed, and on the pretended Balance whereof the
 said Note was founded; for your Petitioner did observe, that the said
 Complainant, on the debit side of the said Account Current had charged
 him with the sum of Ninety Seven Star Pagodas Eleven fanams and
 twenty cash, as so much cash by him paid and advanced on the sixteenth
 day of April One Thousand Seven hundred and ninety five on account
 of a certain cash of Twines as bought for your Petitioner of Mr. Palmer
 whereas on the credit side of the said Account Current the said Complain-
 ant had credited your Petitioner only in the sum of fifty one Pagodas
 and thirty one fanams on account sale thereof; and that therefore the said
 Complainant by his own shewing was indebted to your Petitioner in
 the

Balance or difference, to wit the sum of forty five Pagodas, Twenty five
 fanams and twenty cash; for that it was not to be supposed the
 complainant would sell his Goods for half their prime cost, or that
 a batch of Twines, stated in the said Account current to have been
 bought on Account of Your Petitioner should contain no more than
 ten Dozen of Twines, and nine Dozen and five log Lines be-
 cause, Your Petitioner did say the contrary was well known to
 Merchantile persons trading in the like articles, and as Your Petitioner
 hoped to prove to the satisfaction of the said Mayors Court: and as by
 the Invoice thereof delivered by Your Petitioner to the Complainant, and
 which Your Petitioner verily believed was in the complainants possession
 or a transcript of the same entered in his Books of account, would, if
 produced, satisfactorily appear, and moreover Your Petitioner did say
 the direct contrary appeared by his own shewing, for that by the Item
 on the Credit side of the said Account current, the said Complainant
 charged the said Ten Dozen of Twines to have been sold at an advance
 of fifty five per cent on the prime cost and the said nine Dozen and
 five log lines at an advance of Fifty per cent on the prime cost so
 that Your Petitioner humbly insisted the complainant himself had
 shewn he had a large Balance thereon then in his hands belonging
 to Your Petitioner, either in Twines unsold, or in Money amount due
 thereof and Your Petitioner did not allow that the said Twine was sold
 on the tenth day of February, One Thousand Seven Hundred and Ninety
 five, for that it appeared not to have been received until the sixteenth
 of April, and that a further proof of the inaccuracy of the said Complain-
 -ant, was that he had comprized the Transactions of a whole year
 under one date, namely, under the said Tenth day of February, and
 your Petitioner did further say that he did on the sixteenth day of
 January One Thousand Seven Hundred and Ninety four deliver unto
 the said Complainant, Eighteen pairs of Ladies Shoes for sale on Your
 Petitioner

Petitioner's Accounts, at and after the rate of two and an half Pagodas
 per pair, amounting to the sum of forty five Pagodas. That the said
 Complainant did receive and had as Your Petitioner verily believed
 sold the same, but that he had never accounted with your Petitioner
 for the same, as he ought to have done, and therefore, that the said
 Complainant was justly and truly indebted unto your Petitioner in
 the said further sum of Forty five Pagodas for the said Shoes, or
 Making in the whole the sum of One hundred and twenty four
 Pagodas, thirty fanams and twenty cash, as by the Copy of an Account
 Current marked with the Letter **B** to your Petitioner said above
 Annexed would appear And Your Petitioner in further answer did
 say that admitting the said amount of the said Note of Hand to be
 deducted from the said sum, that there would then (and actually
 did) remain a clear balance in his favor of Fifty Eight Pagodas
 five Fanams and Seventy Cash, as would appear by the said
 Account Current marked **B** and Your Petitioner, further answering
 did say that prior to the time Your Petitioner executed the said
 Note on which the Complainant founded his suit against your
 Petitioner, he the said Complainant did press and persuade
 and endeavour to prevail on Your Petitioner to pay the said
 Balance by him pretended to be due on the said Account Current
 marked **A** altho your Petitioner did then represent to the said
 Complainant the inaccuracy thereof, and did state his having delivered
 the aforesaid articles of trade to him, and did require an account
 of the amount sales thereof, and that your Petitioner might
 be credited for the Balance, and did desire the Complainant to
 look back in his Books of account concerning the same and
 that to such the reasonable request of your Petitioner, the Complainant
 did say that a small part of the said goods remained as
 yet unsold, and that he could not at that time appreciate the
 exact

exact Value thereof, but that he would settle with Your Petitioner
 thereafter; and that the said Complainant did then again press
 your Petitioner to sign the said Note as an acknowledgement only
 for that part of the account between them in the said account Current
 contained, and to leave the remaining part of the account, namely such
 part of the account as regarded the remainder of the said Livery, the
 said several pairs of Leather Boots, and the said Eighteen pairs of
 Ladies Shoes still open, and to be settled as soon thereafter as the
 said accounts should be regulated and adjusted. And Your Petitioner
 did say, that in consequence of such the urgent entreaty, persuasion
 and request of the complainant and having full trust and confi-
 dence in the integrity of the said Complainant, and Confiding in
 his promises to settle and adjust the remaining accounts, your
 Petitioner executed the said Note, by way of voucher or acknowlege-
 ment for that part of the account in the said Count Current
 explained and set forth reserving to himself a right to set off the
 amount value of the said articles whenever the same should be
 brought to account against the same, and Your Petitioner did further say
 that shortly afterwards he applied to the said Complainant, and requested
 him to settle the said remaining account, but that he wholly forgetting
 and departing from his said promises, did refuse so to do, unless Your
 Petitioner would previously pay the amount of the said Note which
 demands of the said Complainant being, as your Petitioner thought
 and believed, arbitrary and unjust, seeing that the real Balance was
 in favor of your Petitioner, he did resist, and refuse to comply with
 the same, and that the Complainant did then institute his present
 vexatious suit against your Petitioner, and which as your Petitioner
 was advised, was wholly unjust and unfounded either in Law or
 Equity. And your Petitioner did in and by his said Answer further
 say—

say that he was ready and willing to account with the said Com-
 plainants, and to pay any balance fairly due to him should any
 such appear on a fair and equitable Statement of debits and
 credits, and a reference to the Books of the said Complainants but
 that your Petitioner was advised that under the existing circum-
 stances the said Complainants had no right of action on the said
 Note, until he had accounted for the Surplus or remainder of the
 said articles of trade, or for the amount Sales thereof, and your
 Petitioner did say that the Complainants not satisfied with using
 and harassing your Petitioner by such his unjust demands, but
 endeavouring, as far as in him lay, to injure the credit, and hurt
 the reputation and character of your Petitioner, did as your Petitioner
 was advised, send two of his Menial Servants to your Petitioner's House
 which said Servants acting by the Order and direction of the said
 Complainants, as your Petitioner had been given to understand actually
 did on the thirteenth day of April then last past, make an assault
 upon your Petitioner in the open street, near the house of your
 Petitioner, and in presence of many of his Neighbours, and did seize
 your Petitioner by force, and tear and destroy his cloathes, and did
 put him in fear, and otherwise misuse and maltreat him and
 did falsely, unjustly and illegally, imprison and forcibly detain your
 Petitioner in their custody for a long space of time, and until they
 the said Servants had sent for and brought one of the Sheriffs Officers
 or Bailiffs, who did then and there, under and by virtue of a
 warrant of arrest previously granted through the false suggestions
 of the said Complainants arrest and attach your Petitioner, and did
 hold him to special Bail; altho such the violent and unjust proceedings
 of the said Complainants were as your Petitioner was advised highly
 illegal, and a Contempt of the said Mayor's Courts by a misuse of
 its process—

And—

And your Petitioner further sheweth unto this Honble Court, that to his said Answer the said Complainant did on or about the fourth day of July, then next ensuing, exhibit and file his Replication, and therein amongst other matters and things, did say and pretend, that notwithstanding the assertion of your Petitioner to the contrary, he / your Petitioner / was justly and truly indebted unto the said Complainant in the sum of sixty nine Pagodas, two Fanams and thirty bash, in as much as your Petitioner acknowledged the execution of the promissory Note of hands, upon which he had brought his action, and which said promissory Note was founded by and upon an account current under the signature of the said Complainant, and delivered to your Petitioner previous to the execution of the said promissory Note and the said Repliant in order, as he did pretend, to convince the said Mayor's Court that your Petitioner several charges as against the said Complainant, as and by way of set off against his demands, and that the Balance of fifty eight Pagodas five Fanams and seventy bash said to be due by the said Complainant unto your Petitioner by the account current marked **B** / copy, whereof was to your Petitioner's said answer annexed / was false, and such as he the said Complainant was not obliged to account for / begged leave to state that the first two items in and by the said account current charged to the debit of the said Complainant under date the sixteenth day of January one Thousand seven hundred and ninety four relative to Ladies Shoes and Mens Boots the former valued at forty five Pagodas, and the latter at thirty four Pagodas, was by no means requisite for the Complainant to account for, altho he admitted that your Petitioner did deliver unto him some old Boots and Ladies Shoes, both of which articles / the Complainant did falsely assert / were quite shabby and unfit for use, and requested him to sell and dispose of the same for your Petitioner upon commission at and for any price he -

He could get for the same, and the complainant did say, that he had not sold a single pair of the said Boots, but had disposed of eight pairs of the said Ladies Shoes at different prices, a particular Account of which the said complainant had often shewn to your Petitioner, & entered in his Boots, and frequently desired him to take away the remaining part of the said Shoes, together with the said Boots, on returning to the said complainant a receipt by him given unto your Petitioner acknowledging to have in his possession such said articles the property of your Petitioner, and for further Replication the complainant did say, that upon closing the Account Current touching the said Shoes a Balance of four Pagodas six fanams and forty cash, appeared to be due to the said complainant, as by a copy thereof to the said replication annexed & would appear, and did therefore submit that your Petitioner had only himself to blame for not having taken away the said Boots and remaining Ladies Shoes, and the said complainant did further say, that the last Item of the said Account Current charged to the debit of him the said complainant, for forty five Pagodas twenty five Fanams and twenty cash, said to be a Balance due to your Petitioner on account of Swine was also a Charge he was in no wise accountable for because that neither Law or Equity could bind a man to account for more than what he had actually received. - and the complainant in and by his said Replication did further state, that sometime in the year One Thousand Seven Hundred and ninety four, he having purchased some articles and things from Mr. George Palmer who had also for sale a Cask containing some Swine and Long Lines, and also two pair of Looking Glasses, which the complainant rejected and would not purchase, knowing that they would remain long upon hand, and would not be sold to any advantage, but that your Petitioner, as the complainant did say, in order to please and

Oblige

Oblige the said Mr. George Palmer entreated him the complainant
purchase the same on your Petitioner's Account, and retain them
his possession as security, untill he paid unto the complainant the
purchase Money thereof, so to be advanced by him together with the
Interest that might become due thereon, and that the complainant
accordingly received the said Articles, on account of your Petitioner, and
did pay the value thereof unto the said Mr. George Palmer, but the com-
plainant denied having in his possession the Invoice of the Twine or
Log Lines, or a transcript of the same entered in his books, as ap-
peared by your Petitioner, the same having been taken away by him at the
same time alledging that he / your Petitioner / wanted it to make
calculations thereupon and further that it was not necessary for
the complainant to enter the same in his Books - That sometime
after the complainant, as he did say, sent repeated messages to your
Petitioner to pay him the Money advanced as aforesaid on account
of your Petitioner and that your Petitioner thereupon requested the
complainant to dispose of the said Articles on Commission to the
advantage he could, and to credit him with whatever produce
accrued therefrom on account of your Petitioner's debt due to the
complainant, and promised to pay the said complainant any
deficiency that might accrue on the sale thereof, that the said
complainant (as he did say) then opened the said bask of Twine and
Log Lines and found a deficiency, wherein of which he informed your
Petitioner who replied (as the said complainant did say) that it
was the case when any Europe Articles were opened, and told the
complainant that he could not help it, and requested him to sell
the quantity found in the said bask, that the complainant did on the
tenth day of February One Thousand Seven Hundred and Ninety
accordingly sell a part of the said Twine, and the whole of the said
Lines, and gave Credit to your Petitioner for the Amount due there

the said account Current delivered by the said complainant unto your
Petitioner, and annexed to his answer Marked A, and the said
complainant admitted that the difference of date between that of his
paid for the said bark of Swine and long lines, and the date of the
sale thereof, was an error, occasioned by the said complainant's not
having at first opened an account with your Petitioner, for that
he the complainant considered the said goods were the property
of your Petitioner, and that the money paid by the complainant
on your Petitioner's account was his the said complainant's, and
that when he the complainant disposed of a part of the said goods
he opened an account with your Petitioner and debitted him the
mistake on the sixteenth of April One Thousand Seven Hundred
and Ninety five, instead of the twentieth of September One
Thousand Seven Hundred and Ninety four being the date the
Bill of the said W. George Palmer had borne and which the
complainant did not attend to at the time and the complainant
did further say that your Petitioner did himself sell
and dispose of the said Looking Glasses, and appropriated
the produce thereof to his own use without the complainant's
knowledge and that your Petitioner did not mention to him
the said complainant any thing relative to his demand on him
respecting the account of any Balance due by the complainant
your Petitioner, on account of the said Boots and Ladies shoes
of any difference of account as to the said twines and log lines
either at the time of his granting the said promissory note
or at any other time whatsoever, and the complainant did further
say that when he furnished your Petitioner with the said
Current / Marked A / he demanded of him the payment of the
balance thereof, whereupon your Petitioner requested of the
complainant

also,
also,
and
upon
Petition

granted and that after the said period was expired, the complainant sent to your Petitioner to demand payment of the said Balance deferring the payment thereof from time to time, granted the complainant an order on Mr. Riely for Twenty Pagodas in part payment of said Balance, which the said Mr. Riely refused to accept, and to the greatest surprise and astonishment of the said complainant that at your Petitioner taking upon himself to draw an order on him as he had no money whatever of your Petitioner in his possession, or any correspondence or dealing with him, and the said complainant further say that after the aforesaid circumstance he granted the complainant the promissory note in question, being as he pretended well assured that the balance of the said account furnished to your Petitioner was right and just or that at the previous to his having so done, have stated any objection which have appeared to him in the said account current, whereas he did untruly assert at the time your Petitioner executed the same he acknowledged to him the justness of his account current. Said complainant did in his said replication further pretend, that your Petitioner had himself since the closing of the said account bought several species of the said Swine without acquainting him therewith appropriated the produce thereof to his own use, that the said complainant should have taken the same in part payment of his Debt, of which the complainant had been informed by his bonicoply, under charge the said Swine had been, that the said complainant frequently requested your Petitioner to take away the remainder of Swine, Hogs and Ladies Shoes, and mentioned to him that he would be responsible for the same any longer, and that your Petitioner neglected so to do, and had at different times sent his People to the complainant bonicoply, and took several species of the said Swine, that therefore your Petitioner had acted in his own wrong,

Consequently, he the said Complainant considered himself clearly ^{to} in the premises, and lastly, that your Petitioners set off against the complainant's said demand was false and untrue.

And your Petitioner sheweth unto this Honorable Court that to the aforesaid Replication of the said Complainant he did exhibit and file a Rejoinder, Combating the arguments and reasonings made use of by the said Complainant, and shewing the extreme or inconsistency of the complainant's demand, as upon reference thereto, which your Petitioner prays may be had, will appear.

And your Petitioner sheweth unto this Honorable Court that upon the Pleadings so as aforesaid had, and ordered, issue did join and rules did pass for the examination of witnesses and your Petitioner sheweth that he did on the twentieth day of November in the said year One Thousand Seven Hundred and Ninety Seven, exhibit and file a Cross Bill in the said Cause, against the said Daniel Vanderwart the Complainant aforesaid, and therein after reciting the several proceedings so had, and herein before recited, did pray that the said Daniel Vanderwart upon his Corporal Oath might say, when the said Boots and Shoes were delivered to him, and if, as the Factor of your Petitioner or Not, and if any Commission was to have been allowed to him and in what condition the same were, and if new, or Not if the Bill or Invoice agreed by the Purser was not delivered to him whether he had ever accounted with your Petitioner for the same, or had not been applied to for an Account, and whether he was not directed to sell the said shoes at two and an half Cigodas per pair, and how many pairs he had sold, and why the amount sales were not accounted for in the Account Current & as well as the Turnes and whether he did not receive the said back of Turnes in a saleable condition, and if Not or sell, or how much the same was deficient, and how much he had sold, and how much was unsold, and if saleable at the time of filing the

P.A. N

202
11
181