1056

Diary Book

Vol 6

Jan 1st 1863

to

23d Dec 1863

1054

Current Money of Madras aforesaide And your Oratrix Sheweth that the Said Mayla Vangadasha Moodelly hath not at any time or times whatsoever from and Since the due execution by him of the Said Bond or writing Obligatory unto your Oratrix, paid off and discharged the amount Principal and Interest of the Same, or any part thereof And your Oratrix therefore Chargeth that the Said Mayla Vangadasha Moodelly, by reason of the premises, is and doth Stand justly and truly indebted unto your Oratrix for Principal and Interest on the Said Bond or writing Obligatory in the aforesaid Sum of One thousand one hundred and ninety Pagodas Current Money of Madras aforesaid making in Starling Money of Great Britain and after the rate of eight Shillings for each and every Star Pagoda the Sum of four hundred and seventy six Pounds or there abouts.

And your Oratrix further Sheweth unto this Hon^ble Court, that She hath frequently and in a fair and amicable Manner whilst to the Said Mayla Vangadasha Moodelly and requested of him to pay off and discharge the amount of the Said Bond or writing Obligatory together with the Arrears of Interest accumulated and due thereon, with which Said Applications and requisitions of Your Oratrix She well hoped the Said Mayla Vangadasha Moodelly would have Complied, without Suit, as in justice and equity He ought to have done.

But Now So it is, and May it please this Hon^ble Court the Said Mayla Vangadasha Moodelly Obstinately and wilfully refuses to pay unto your Oratrix the Amount Principal and Interest due by him on the Said Bond or Obligation in writing, or any part thereof, or to give your Oratrix any Manner of Satisfaction touching the premises your Oratrix therefore prays a general relief Such as to this Hon^ble Court Shall appear agreeable to Equity and good Conscience.

To the End therefore that the Said Mayla Vangadasha Moodelly may upon his Corporal Oath full true direct and perfect answer make to all and Singular the Matters and things herein before Set forth and alleged as fully, truly, and effectually to all intents and purposes as if the same were

here

here again repeated, and he thereunto particularly interrogated.— And that the Said Mayla Vangadasha Moodelly may be Compelled by a decree of this Honble Court to pay unto your Oratrix the aforesaid Sum of one Thousand one Hundred and ninety Star Pagodas, with all Such Interest as now is or Shall hereafter become due thereon - also all Costs of this Suit.—

May it Please this Honble Court to Cause the Said Mayla Vangadasha Moodelly to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof — personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed, then and there to answer this Your Oratrix her 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 22nd June 1797

R. Williams
Attorney for Compt.—

This Bill was Shewn to Me in the days
of adjournment let a Summon issue
returnable next Court day—

Wm Dring
Mayor

Know all men by these Presents. that I. Mayla Vangadasha of Madras am held and firmly bound unto Mrs Roza Joannes Baboom in the penal Sum of Two Thousand Star Pagodas to the payment whereof well and truly to be made to the Said Roza Joannes Baboom her heirs executors, administrators or assigns I do hereby bind my Self my heirs, executors and administrators firmly by these presents In Witness whereof I have hereunto Set My hand and Seal in Madras this Eighteenth day of November in the year one Thousand Seven hundred and Ninety five.—

Whereas the above bounde Mayla Vangadasha hath borrowed and received of the above named Roza Joannes Baboom the full and just Sum of one Thousand Star Pagodas to run at interest at the rate of twelve 12 per

Star Pags 2000
Star Pags 1000

per Cent. per Annum Payable on demand—

Now the Condition of this Obligation is Such, that if the above bound Mayla Vangadasha his heirs, Executors, Administrators or Assigns shall well and truly pay or Cause to be paid unto Roza Joannes Baboom. her heirs Executors, Administrators, or Assigns the full and just Sum of One Thousand Star Pagodas together with Such Interest as Shall or may become due thereon then this Obligation to be void and of no effect otherwise to Continue in full force and Vertue.—

Signed, Sealed and delivered
where no Stamped Paper is to be had
in the presence of—

C. Nootiah
[illegible]

Filed 1st August
1797

L.S.

A true Copy

P. Williams—

The Answer of Mayla Vangadasa Moodelly of Madras Inhabitant Defendant to the Bill of Complaint of Roza Joannes Baboom of Madras widow Complaint—

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the Many Errors untruths incertainties insufficiences and imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto, or unto so much thereof as this Defendant is advised is Material or Necessary for them to Make Answer unto answereth and Says that although he might have signed the Bond upon which the Complainant has brought her Suit Against this Defendant, yet he doth not admit that he is thereby or by reason thereof indebted unto the Complainant in the Sum Sued for, or in any part thereof. and this Defendant further answering Says that he never did receive from the Complainant or from any person on her

Accord

account, the Sum of One Thousand Pagodas as Setforth in the Condition of the Said Bond, or any Sum or Sum of Money whatever and this Defendant says that he never had any dealings or Transactions with the Complainant of any kind or description whatever, whereby he might have become indebted unto her in the said Sum of one Thousand Pagodas or in any other Sum, that he never did require of her to lend and advance, and that she never did lend and advance to him this Defendant the said Sum of one Thousand Pagodas, or any other Sum, and thereupon this Defendant doth deny to Stand indebted unto the Complainant in the Sum Sued for or in any part thereof.—

All which Matters and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court will be pleased to direct, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.—

J Stuart Wall
atty for Deft.

A true Translation as near as Can be from the Malabar Language—
Ranganaudom
Interpreter—

Filed the 12th September 1797

The General Rejoinder of Myla Vencatasa Moodeliar of Madras Inhabetant Defendant to the General Replication of Roya Joannes Baboom of the same place Inhabetant Complainant

The Defendant now and at all times hereafter having and Reserving to himself all and all manner of benefit and advantage of Exception to the Many Errors untruths uncertainties insufficiencies and imperfections in the complainants said General

Rebliation

Replication Contained for Rejoinder thereunto Saith that his answer and the Several matters and things Contained are good true Certain and Sufficient to be Replied unto in Manner and from as the Same are therein and thereby Charged and Setforth and that the Repliants Said General Replication is very Evasive and Untrue for this Defendant to make any further or other Rejoinder thereunto than as aforesaid-

All which Matters and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court Shall be pleased to direct and prays as in and by his Answer he hath already Prayed-

J Stuart Hall
atty for Deft.

Filed 26 Octr. 97-

To the Honble the Mayors Court
at Madraspatnam

Humbly complaining Sheweth unto this Honble Court your Orator Myla Cangadasha Moodelly of Madras Inhabitant that on or about the twenty Second day of June in the present year of Christ One Thousand Seven hundred and ninety Seven Roza Joannes Baboom also of Madras Widow did Exhibit and file a Bill of Complaint against your Orator therein stating that on or about the Eighteenth day of november and Year of Christ one Thousand Seven hundred and ninety five your Orator was well and truly indebted unto the said Roza Joannes Baboom in the full and just Sum of one Thousand Star Pagodas of the Current and lawful Money of Madras and that your Orator did for the better Satisfaction of the said Roza Johannes baboom in the premises

an

an the day Month and year last Mentioned duly Execute un
said Roza Johannes Baboom a certain Bond or Obligation a
Writing Conditioned for the payment of the said Sum of One
Star Pagodas together with an Interest thereon at and after
rate of twelve per Cent per Annum and the said Roza Johanne
baboom did annex to her said Bill of Complaint a paper Writing
purporting to be a true Copy of the said Bond or Obligation and
did in and by his said Bill pray that your Orator might
decreed to pay to her the said Roza Johannes Baboom the sum
One thousand one hundred and ninety Star Pagodas being the
Amount principal and Interest by the said Roza Johannes Baboo
declared to be due upon the said Bond or Obligation together with
all interest that should thereafter become due thereon, and also
all Costs of Suit and your Orator Sheweth unto this Honble Court
he did on the first day of August following Exhibit and file his an
in this Honble Court to the said Bill of Complaint of the said Roz
Johannes Baboom and did therein and thereby say that although
he might have Executed the Bond upon which the said Roza Joha
Baboom had brought her said Bill of Complaint yet your Orator de
upon the several Matters and things in his said Answer set forth
deny to stand indebted unto the said Roza Johannes Baboom
in the Sum Sued for or in any part thereof as by the said Answer
which your Orator prays may be taken as part and parcel of the
his cross Bill of Complaint reference being thereunto had may
more fully, and at large Appear and your Orator Sheweth unto the
Honble Court that to his said answer the said Roza Johannes
Baboom did Exhibit and file a General Replication and thereto your
Orator did file a General Rejoinder that thereupon issue did join
and rules did pass for the Examination of Witnesses and your
Orator Sheweth unto this Honble Court that the said Roza Johanne
Baboom had no right title or pretence whatever to institute the sai

Suits

Suit against your Orator on Account of the said Bond or Call him in question before this Honble Court and your Orator further Sheweth unto this Honble Court in the life time of miguel Johannes the late Husband of the said Roza Johannes Baboom your Orator did frequently see the said Roza Johannes Baboom and in the Course of his dealings with the said Miguil Johannes did Some times Converse with her but that he had not at that time, nor at any period Subsequent thereto any dealings or transactions with her, and that Since the Decease of the said Miguel Johannes which took place Some time prior to the date of the said Bond or Obligation he has not Seen the said Roza Johannes Baboom nor had any manner of Communication with her and therefore when your Orator Exhibited and filed his said Answer as aforesaid upon Oath, he well hoped that the said Roza Johannes Baboom would have discontinued her said Suit as She well Know that the Several matters and things Contained in your orators said answer were true But now so it is may it please this Honble Court that the said Roza Johannes Baboom Combining and Confederating herself with Certain persons to your Orator at present unknown, but whose names when discovered your Orator prays may with off words to Charge them with be made parties to his said Bill of Complaint, how to injure and oppress your orator doth refuse to discontinue her said Suit and gives out and pretends that notwithstanding the assertions of your orator to the Contrary as Set forth in his said answer he did Sometime after the Death of her late Husband the said Miguil Johannes Enter into Certain dealings and transaction with her the said Roza Johannes-

Baboom and that he never did Stands indebted unto her a
in the said Sum of one Thousands Pagodas or any other Sum
of money whatever on account of such pretended dealings and
transactions at other times. the said Roja Johannes Baboom
gives out and pretends that although your Orator never had any
mercantile dealings or transaction with her, yet that he did
become indebted to her in the said Sum of one Thousand Pag
She having lent and advanced that Sum to your Orator at his
particular instance and request and that your Orator did a
account thereof duly Execute and deliver to her the Said
Band or Obligation whereof a copy is to her said Bill of Co
=plaint annexed an which actings and doings and presences
of the said Roza Johannes Baboom are Contrary to Equity and
good Conscience and tend to your Orators manifest Wrong
and Injury to the end therefore that the said Roza Johannes
Baboom may upon her Corporal Oath full true direct and
perfect answer make to all and Singular the matters and
things therein before Setforth and alledged as fully truly and
Effectually to all intents and purposes as if the same were
here again repeated and interrogated and that the said Roza
Johannes Baboom may Setforth and Say whether your Orator
ever had any mercantile or other dealings and transactions
with her in the life time of her late husband the said Mijnee
Johannes or at any time since his decease and that she may

Setforth

Set forth the Nature and amount thereof and that She may also Set forth and Say how in what Manner your Orator did become indebted unto her on or about the Eighteenth day of November One Thousand Seven Hundred and Eighty five and that She may particularly Set forth and Say whether your Orator did Ever Apply to Her for the loan of any Sum of Money, and whether She did Lend and advance to your Orator any and what Sum of Money and whether She did by reason thereof or how otherwise require of your Orator to Execute, and whether your Orator did Accordingly Execute the Bond or Obligation upon which She has brought her Said Bill of Complaint against your Orator in this Honble Court whether the said Roza Johannes Baboom did require of your Orator to deliver or whether your Orator did Voluntirely of his own accord deliver to her the Said Bond or Obligation or whether She ded ever give to your Orator any Consideration for or on Account of the Said Bond and that She May Set forth the Nature and discription of Such Consideration and if in Money what was the Amount, and if in Goods what the Value thereof and your Orator prays that the Said Bill of the Said Roza Johannes Baboom May be dismissed with Costs that the Said Bond May be delivered up to your Orator to be Cancelled and that your Orator May have Such further

and

and other Relief in the Premisses as to this Honble Court
May Appear agreeable to Equity and good Conscience—

May it please this Honble Court to Cau
the Said Roza Johannes Baboom to be Summond & Requi
-red by the Sheriff of Fort St. George town of Madraspatnam
and the district thereof personally to be and Appear before
this Honble Court at a Certain time and place to be lex. this
Honble Court prefixed & appointed then and there to
Answer this your Orator Cross Bill of Complaint, and further
to Stand to and abide by Such Order and Decree therein a
to this Honble Court Shall Seem Meet

For St George 26th October 1797—

J Stuart Hall
Atty for the Cross C

this Bill was Shewn to me in the
days of adjournment let a Summons
issue returnable next Court day,

Ja Call
Senr Alderman

Filed the 22d Augt 1797—

The General Replication of
Roza Johannes Baboom Complainan
to the answer of Mayla Vengadasha
M[illegible]

This Repliant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of Exception that can or may be had or taken to the Many Errors untruths uncertainty insufficiencies and imperfections in the Defendants answer Contained for Replication thereunto saith that all and every the Matters and things in and by his said Bill of Complaint already alledged Charged and Setforth, he will ever Justify Maintain to be good true Certain and Sufficient in the Law to be answered unto in such Manner and from as the same is and ar therein and thereby Setforth and declared and that the Answer of the said Defendant is very untrue and altogether evasive, uncertain and unsufficient in the Law to be by this Repliant replied unto for divers Manifest Imperfections and uncertainties therein Contained, the benefit and advantage of Exception whereunto being now and at all times Said to this Repliant this Repliant for further Replication Saith that the Matters and things Contained in his said Bill of Complaint are altogether relievable in this Honble Court without that, that any other Matter or thing in the said Defendants answer Contained Material or effectual in the

Law to be replied unto and Herein and Hereby not well and Sufficiently replied unto Confessed or avoids denied or traversed is true, —.

All which Matters and things this Repliant is ready and willing to aver maintain and prove as this Honble Court shall be pleased to direct and most humbly Prays as in and by his said Bill of Complaint he hath already prayed

B. Williams

Att[y] for Rep[t]

Filed 28th Nov[r] 1797

The Answer of Roz Johannes Baboom of Madras Widow Defendant to the Cross Bill of Complaint of Mayla Vanigadasha Moodelly of Madras Inhabitant Cross Complaint —

This Defendant now and at all time hereafter saving and reserving to herself all and all manner of benefit and advantage of Exception to the many Errors untruths insufficiencies and imperfections in the Complainants said Bill of Complaint Contained, for answer thereunto saith that she admits that on or about the twenty Second day of June in the present year one Thousand Seven Hundred ninety

Seven, She did exhibit and file her Bill of complaint — against the said complainant, for the recovery of the sum of one Thousand one hundred and ninety Star Pagodas in Manner and from as the same is stated and set forth in the Cross Com= =plainants said Cross Bill of complaint as by the said Bill may appear, and which said Original Bill this Defendant Craves leave to refer to and that the same may be taken and received as part of this Her Cross Answer. And this Defendant admits that the Original Defendand and Cross Complainant did thereunto file and exhibit his answer thereby admitting the execution of the said Bond on which this Defendants Claim is founded, and for the recovery of the amount principal and Interest due on which said Bond the Original Suit was brought by this Defendant, but — nevertheless denying that he stood indebted unto this Defendant an the Sum sued for or any part thereof —

And this Defendant doth also admit that she did to the said answer of the Original Defendant a= Cross Complainant file a General Replication, and that the — Original Defendant did thereupon file a General Rejoinder that Issue did join and veles did pass for the Examination of witnesses, and this Defendant did proceed to the examination of her Witnesses, but this Defendant saith that the Original Defendant and Cross Complainant did not proceed to examine any one Witness, and the Common rules having Nearby the said expired the said Original Defendant and Cross Complainant well knowing the fallacy of his assertions, and that she did

justly

justly and truly owe unto this Defendant the said Sum sued
for in the Original Cause and for the purpose of delaying
Justice and expressly to harrass and oppress this Defendant and
put her to additional and unnecessary Expences did file this Cross
Bill in this Honble Court for those vexations purposes and this
Defendant doth deny the unfounded Assections of the said Cross
Complainant in his said Cross Bill Contained Namely that
this Defendant had no right title or pretence whatsoever to
institute her said Original Suit against the said Original
Defendant and Cross Complainant, on account of the said Bond
for this Defendant saith She is advised, that the said
Original Defendant and Cross Complainant having admitted
in his answer to the Original Bill the Execution of the said Bond,
the same gives this Defendant an ample and Sufficient right
and title to the recovery of the same and that the same is no
pretence, but a just and lawful debt legally incurred by the
said Original Defendant and Cross Complainant

And in Answer to the interrogative part of the said
Cross Bill or as much thereof as this Defendant hath not
already answered unto this Defendant said that She never
had, nor Could She during the life time of her Husband
Miguel Johannes have had any Mercantile or other dealings
or transactions with the said Original Defendant and
Cross Complainant that the Manner in which the said
Original Defendant and Cross Complainant did become
indebted to her on or about the said Eighteenth day of
November one Thousand Seven Hundred and Ninety Five was

as

as follows. Sometime in the year one Thousand Seven Hundred and ninety five one Sawmy Chitty of Madras, as person who for many years had been implayed by this Defendants said late Husband in his life time, as a Confidential Servant in money and other transactions, and who has since his death been employed in affairs of a similar nature by this Defendant applied to this Defendant on the part of the said Myla Vengadasha the Original Defendant and Cross Complainant, and in his name, for the Loan of one Thousand Covadas to him the said Original Defendant and Cross Complainant, payable on demond and to Bear and Interest at twelve p.c.t per Annum and this Defendant having enquired of the said Sawmy Chitty as to the Character and Circumstances of the said Original Defendant and Cross Complainant, did Consent to lend him the said Sum of one Thousand Pagodas on the Conditions aforesaid And this Defendant did in Consequence, and in Consideration of the said Original Defendant and Cross Complainant grating and executing unto this Defendant the said Bond or writing Obligatory on which this Defendant hath instituted her said Original Suit, instruct the said Sawmy Chitty, to go to and receive from Mr Samuel Moocastick Moorat, the acting executor of the last Will and testament of this Defendants said late Husband, the Sum of one Thousand Pagodas, and which said Sum of one Thousand Pagodas this Defendant is advised, was paid to the said Myla Vengadas ha either by the said Sawmy Chitty, or some person or persons

by

Filed 19th Dec.r 1797

The General Cross Replicatio

[illegible] Venecatacha Broodelly is

[illegible] mentioned and [illegible]

[illegible] consideration [illegible]

[illegible] the condition of the said Bond or

[illegible] Defendant doth [illegible] that in the house of these

[illegible] the said Bond [illegible] Mongadasha or [illegible]

[illegible] Bond but that the same was and

[illegible] her through or by means of the said

And this Defendant further doth

to this Humble Court that the payment of

frequently demanded of and from the said

[illegible] of the said Mongada Vengada

and unreasonably refuse so to do

[illegible] duty give a Original Depos-

[illegible] Five Arrested as a Examinado? does

[illegible] Regard Five and

[illegible] Cross

[illegible] Answer

[illegible] altogether

[illegible] things

[illegible] they

All which Matters and things this Repliant is ready and willing to aver Maintain and prove as this Honble Court Shall Direct and most humbly Prays as in and by his said Cross Bill of Complaint he hath Already Prayed —

J Stuart Wall
Att.y for Arg.t D.ft
& Cross Compl.t

Filed 13th February 1798

The General Cross Rejoinder of Roza Johannes Baboom Original Complainant and Cross Defendant to the General Cross Replication of Myla Vingadatha Moodelly, Original Defendant and Cross Complaint —

This Defendant now and at all times hereafter saving and reserving to herself all and all manner of benefit and advantage of Exception that may be had or taken to the many errors untruths, uncertainties insufficiencies, and imperfections in the Complainants said General Cross Replication Contained, for Rejoinder thereunto saith — that this Defendants said Cross Answer is true Certain and Suffucient in the Law to be replied unto and saith as in and by her said Answer she hath already said and doth

doth and will aver and maintain all and every thing and things therein to be true and certain in such manner as the same is and are therein and thereby alleged and expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain, untrue and insufficient in the Law to be rejoined unto by this Defendant, for divers defects and imperfections therein Contained.

All which Matters and things this Defendant is ready and willing to aver maintain and prove in such manner and from as this Honble Court shall be pleased to direct, and therefore humbly prays as before in and by her said Cross answer she hath already prayed.

R Williams
atty for Regt Compt
& Cross Deft

Interrogatories to be administered to such Witnesses as shall or may be produced sworn and examined in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Roja Johannes Baboom of Madras Widow is Complainant and Mysa Vengadasha Moodelly of Madras aforesaid Inhabitant is Defendant

On

On the part and behalf of the
above named Complainant as follows—

To all the Witnesses First Interrogatory. do you or do you not Know the parties Complainant and Defendant in the title of these Interrogatories named, or either and which of them If yea how long have you so Known them or either and which of them Declare.

To Rangapah and
Mooneapah
Rangahay
2 Second Interrogatory Are you or are you not in the Service or employ of the Complainant in the title of these Interrogatories named or in the Service of any other person and whom, and if yea in what Capacity were you or were you not at any time or times, and when and how often ordered and directed, by any person or persons, and whom by Name, and for and upon whose account to wait upon the Defendant in the title of these Interrogatories named for any and what purpose or purposes; and with what Message or Instructions were you Charged did you or did you not at any time or times, and when and how often according to such Instructions, or there otherwise wait or attend upon the said Defendant, at any and what place or places, and then and there demand or require of him the discharge of any and what Bond or Bonds, or the payment of any Sum or Sums of Money and to what Amount particularly— and for and upon those behalf and Account did you so demand or require the discharge of such Band or Bonds or

the

the Payments of Such Sum or Sums of Money did you at Such time or times Receive any and what reply or Satisfaction from the said Defendant If yea Setforth the words of Such reply at length and the nature of Such Satisfaction, if any you received, and the whole truth herein to the best of your Knowledge recollection and belief, to gether with the grounds cause and reasons of Such your Knowledge and belief fully and at large declare—

To all the Witnesses Last Interrogatory, do you Know of any Other Matter or thing or Have you Heard or Can you Setforth any thing touching the Matters in question in this Cause that May tend to the Benefit and advantage of the Complainant in the title of these Interrogatories Named besides what you Have already been interrogated unto If yea declare the Same fully and at large as if you had been particularly interrogated thereon.—

R Williams—
Atty for Compt—

Mayors Court at Madraspatnam

Between Roza Johannes Babaon of Madras Widow is Complainant and Myla Vengadasha Moodelly of Madras aforesaid Inhabitant is Defendant—

On the Part of the Complainant

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

Rungapah

Rungapah, Peon, Inhabitant of Madras, Aged forty years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant, was on the twenty fifth day of October, One Thousand Seven hundred and Ninety Seven Signified at the Office of Mr. James Stuart Hall, who is attorney for the Defendant by Durmanah my Servant who also left him a note of the Name, title and Place of Abode of the said Deponent, and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st — To the first Interrogatory this Deponent Saith, that he doth Know the Complainant Roza Johannes Baboom in this Cause, and that he hath so known her five years or thereabouts and that he doth know the Defendant Myla Vengadasha Moodelly in this Cause, and that he hath so Known him ten years or thereabouts and more he Saith not to this first Interrogatory—

2d — To the Second Interrogatory this Deponent Saith that he is in the Service of the Complainant in the title of these Interrogatories named in the Capacity of Peon— and that he was two different times in the Cause of the year One Thousand Seven hundred and Ninety Six Ordered and directed by a Person Named Sammy Chitty Dubash to the Complainant for and upon the Account of the said Complainant to wait upon the Defendant in the title of these Interrogatories named for the purpose of demandering money and this Deponent Saith that he was charged also with a Message which was

that

that the Complainant was impatient to have the Money which was due to Her — This Deponent Saith that he did Twice in last year as aforesaid according to such Instructions wait on attend upon the said Defendant at his the Defendants House and then and there demand or require of him the discharge of a Bond which was executed by him the s^d Defendant to the s^d Complainant for the Sum of one Thousand and odd Pagodas, as he this Deponent was told by the Defendant and this Deponent Saith that he demanded Payment of the said Bond for and on account of the said Complainant and that he did receive for an answer from the said Defendant the first time of his demanding the discharge of the said Bond that he the Defendant was sicke and that he would use his utmost endeavours as soon as he recovered his Health to discharge the said Bond This Deponent Saith that about Ten days afterwards he was again Ordered to go to the House of the Defendant to demand payment from the said Defendant of the said Bond which he did accordingly the s^d Defendant then said that he was in daily expectation of Money from different People who were indebted to him and that he would send as soon as he Collected the said debts Two or three Hundred Pagodas to the Complainant in part payment of the said Bond and discharge the whole of the Bond that should remain due after the payment of the two or three Hundred Pagodas aforementioned a short time afterwards this Deponent Saith

That

that both the times that he was sent to the House of the Defendant to demand the Payment of the Bond in question that one Narso a Peon in the Service of the said Complainant was directed to accompany him — and more he saith not to this or to the last Interrogatory —

Geo. de Lisle
Exr.

Mayors Court at Madraspatnam

Between Roza Johannes Baboon of Madras Widow is Complainant and Mylu Vengadasha Moodelly of Madras aforesaid Inhabitant 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 —

Rungashay Chitty Dubas Inhabitant of Madras Aged thirty years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the seventeenth day of March One Thousand Seven Hundred and ninety eight Signified at the Office of James Stuart Hall who is attorney for the Defendant by Durmanah My Servant who also left him a note of the name Title & Place of Abode of the Deponent 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 Roza Johannes Baboom
in this Cause, and that he Hath so know her from his
this Deponent Infancy and that he doth know the
Defendant Mylu Vengadasha Moodelly in this Cause,
and that he Hath so known him fifteen years or
thereabouts — and more he Saith not to this first —
Interrogatory. —

2 To the Second Interrogatory this Deponent Saith, that
he is in the Service of the Complainant in the Title of
these Interrogatories named in the Capacity of Dubash
this Deponent Saith that he was very frequently Ordered
and directed by the said Complainant on the said Complainants
Account upon previous to the Commencement of the Suit in
question, to wait upon the Defendant in the Title
of these Interrogatories named for the purpose of demanding
the Money which he the said Defendant had borrowed
from the said Roza Johannes Baboom the Complainant
this Deponent Saith that the Message or Instructions —
with which he was Charged was to make the demands
above mentioned, and this Deponent Saith that he did
frequently according to such Instructions wait and attend
upon the said Deponent at the said Defendants House,
and then and there did require and demand of him
the discharge of a Bond for one Thousand Pagodas which
had been given by the said Defendant to the said —

Complainant

complainant This Deponent saith that he did so demand the discharge of such Bond upon account and behalf of the said complainants This Deponent saith that at such times he did receive repeated of the said Defendants of Pay-ment of the said Bond as he the said Defendant said he was in daily expectation of receiving money from People who were indebted to him and that on receipt of such money he would certainly discharge the Bond in question — and more he saith not to this or to the last Interrogatory.

3rd Ditto Ditto

George Lys

Capt.

Additional Interrogatories to be administered to such Witnesses as shall be produced sworn and examined on a certain cause now depending and at issue in the Hon'ble the mayors Court at Madraspatnam wherein Roza Johannes Baboom of Madras widow is Complainant - and Mylapa Vengadasha Moodelly of Madras aforesaid Inhabetant is Defendant -

On the part and behalf of the abovenamed Complainant as follows -

To all the Witnesses First Interrogatory - Do you or do you not know the

the Parties Complainant and Defendant in the title of these Interrogatories Named or either and which of them of yea how long have you so known them or either and which of them declare—

To John de Fries Esquire & Mootiah Rungashay and Ramadaumy Brameny Manjie Ennia=tah Verdum

Second Interrogatory Look upon the Bond or writing obligatory now produced and Shewn to you at this the time of your Examination Marked with the Letter A. and did you ever See the Same before and when as you recollect—

To Mootiah

Third Interrogatory - whether is your name and the name or names of the other Person or Persons Set as Subscribing witnesses to the Said Band or writing obligatory of your his or their respective Proper Hand writing -

Manjie Ven catah Verdum

To Rungashay Chitty

Fourth Interrogatory whether or no as you do Know or for any and what reason believe was the Consideration money mentioned in the Said Produced Band or obligation Paid or Satisfied and by whom, and to whom declare to the best of your Knowledge, remembrance and belief herein with the reasons and Circumstances thereof fully and at large -

To Mootiah

Fifth Interrogatory - are you or not or were you or not at any time and when and for what length of time in the Service of the Defendant in the title of these Interrogatories named If yea in what Capacity—

To Mootiah & Rungamy Chitty & Manjie Ennas to Verdum

Sixth Interrogatory - Have you or not often, and how often, as you May believe Seen the Defendant write, and are you or not thereby or by any other and what means well acquainted with the Character and Manner of hand writing of the

Said

Said Defendant Look at the Signature at the foot of the Band or writing Obligatory now produced and Shewn to you at this the time of your Examination marked with the Letter A and purporting to be the Subscription or Signature of the said Defendant examine well the same, and declare to the best of your Knowledge and belief whether the same be or be not of the proper Hand writing of the said Defendant—

To Collootiah ——————————— How and by what manner of means and at whose instance or request particularly did you become a Subscribing witness to the said Bond or writing Obligatory—

Did you or did you not see the said Defendant Sign Seal and deliverth Saith Bond or writing Obligatory or was the Signature to and due execution of the said Bond or writing Obligatory ever and when as you recollect Acknowledged to you by the said Defendant—

To John de Fries Esquire and Ramasawmy Brahmin Seventh Interrogatory were you at any time and when as you may recollect solicited by the Defendant in the title of these Interrogatories named to request that the Complainant would forbear to press the said Defendant for payment of the said produced Bond or writing Obligatory or any other and what demand of the said Complainant on the Defendant If Yea, did you make such request of the said Complainant herself or of whom particularly did you make such request, and what answer according to the best of your remembrance did you receive, and how or in

what manner or degree was or were the Person or persons of whom you made such request Connected with or interested in the Concerns of the said Complainant—

To all the Witnesses Last Interrogatory Do you Know of any other matter or thing or Have you Heard or Can you Set forth any thing touching the matters in question in this Cause that may tend to the benefit and advantage of the Complainant in the title of these Interrogatories Named bendes what you have been before interrogated unto If yea relate the Same fully and at large, as if you had been thereunto particularly interrogated

R Williams
Att'y for Compt.

Roza Johannes Baboom
~~Vrs~~
Mayla Vengadasha
Et Ec contra

Sir,

In the above Suit, I am directed by Compt. & Deft. to apply for the Original Bond on having an attested Copy thereof in the Court the Defendant had no Attorney in Court, and the accompanying Letter is her Authority to me for the application,

Yours Obedient Humble Servant

George Taylor Esqr.
Register

R Williams

Roza Johannes Baboom

Wms.

Myla Vengadasha Moodelly

Mr. Robert Williams attorney
for the abovenamed complainant

Sir

I do hereby desire and Authorize you as the attorney of the above named complainant to stay for the delevering of the Bond in the above Suit having come to an Arrangement and Accommodation of Matters Regarding the same my reason for writing this is that having no attorney in Court it Might be thought Necessary my Consent should be some how Signified.

I am Sir

Your Obedient Humble Servant

Madras
3d January 1799

Witnesses

Know all Men by these Presents that I Mayla Vangadatha of Madras am held and firmly bound unto Mrs Roza Johannes Baboom in the penal Sum of Two Thousand Star Pagodas to the payment whereof well and truly to be Made to the said Roza Johannes Baboom her 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 Madras this Eighteenth day of November in the year One Thousand Seven Hundred and Ninety five.—

Whereas the above bound Mayla Vangadasha hath borrowed and received of the above named Roza Johannes Baboom the full and just Sum of one Thousand Star Pagodas to Run at Interest at the rate of Twelve /12/ per Cent Annum Payable on Demands

Now the Condition of this Obligation is such that if the above Bond Mayla Vangadasha his heirs Executors administrators or assigns shall well and truly pay or cause to be paid unto Roza Johannes Baboom her Heirs Executors administrators or assigns the full and just Sum of One Thousand Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void and of no Effect otherwise to Continue in full Force and and Vertue—

Signed Sealed and delivered where no Stamped Paper is to be had in the presence of — — —

John De Fries Esq.r Merchant Inhabitant of Madras aged thirty three years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty third day of March one Thousand Seven Hundred and Ninety eight Signified at the Office of Mr. James Stuart Hall who is attorney for the Defendant by Durmanah my Servant who also left him a Note of Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1 ------- To the first Interrogatory this Deponent Saith that he doth Know the Complainant Roza Johannes Baboom in this Cause, and that he hath so Known her fifteen years or thereabouts and that he doth Know the Defendant Myla Vangadasha Moodelly in this Cause, and that he hath so Known him Eighteen years or thereabouts and more he Saith not to this first Interrogatory—

2 ------- To the Second Interrogatory this Deponent having looked upon the Bond or writing Obligatory now produced and shown to him at this the time of his Examination marked with Letter A Saith that to the best of his recollection and belief he never did see the same before & more he saith not to this Second Interrogatory—

7th ------- To the Seventh Interrogatory, this Deponent Saith that he was Some time ago, but cannot exactly recollect when — Solicited by the Defendant in the title of these Interrogatories named to request of one Sawmy Chitty to Speak to the Complainant to forbear to Press the said Defendant for Payment

of the Bond in question This Deponent Saith that he did not make such request to the said Complainant herself nor Sawmy Chitty, but that he did make such request to Mr. Samuel M Moorat and that the answer he received from the said Samuel M Moorat was to the best of his recollection and belief as follows — That the demand of the said Complainant in the title of these Interrogatories named was of long standing, and he had from time to time put off the payment thereof, and for so long a time that it was not possible the said Complainant could any longer forbear to press the said Defendant for payment of the demand This Deponent Saith that the saith Samuel M Moorat the Person to whom he this Deponent made such request was to the best of his Knowledge and belief Connected and interested in the Concerns of the Complainant as far as relates to his being one of the Executors to the Estate of the Decd. Meguel Johannes Baboom husband to the Complainant in the title of these Interrogatories named and more he saith not to this or to the last Interrogatory —

George Lys

John de Fries

Mayors Court at Madraspatnam

Between Roza Johannes Baboom of Madras Widow is Complainant and Myla Vingadasha Moodelly of Madras aforesaid Inhabitant is Defendant —

One the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before

the Examiner in this Court as followeth.—

C Mootiah, Canicopoly, Inhabitant of Madras, Aged twenty four years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty first day of March One Thousand Seven hundred and ninety eight Signified at the Office of Mr. James Stuart Hall who is attorney for the Defendant by Durmanah my Servant, who also left him a note of the Name, Title and Place of Abode of the said Defendant by Durmanah my Servant, who also left him a note of the Name Title and Place of Abode of the said Deponant and afterwards On the same day being Sworn and Examined, Deposeth as followeth—

1st ——— To the first Interrogatory this Deponent saith, that he does not Know the Complainant Roza Johannes Baboom in this Cause—and that he doth Know the Defendant Mylia Vengadasha Moodelly in this Cause, and that he hath so Known him ten or twelve years—and more he saith not to this first Interrogatory.—

2 ——— To the Second Interrogatory this Deponent having looked at the Bond or writing Obligatory now produced and Shown to him at this the time of his Examination marked with the Letter A saith that he did see the same before, particularly on the day the said Bond was executed and more he saith not to this Second Interrogatory.—

3 ——— To the Third Interrogatory this Deponant saith that his name set as a Subscribeing witness to the said Bond is of his own proper Hand writing, but this Deponent saith he was not present when the other witness to the said Bond subscribed his name and that he is not acquainted with the Character and Hand

Writing of the other Subscribing witness and Cannot therefore say whether it be his proper hande writing or not - and more he saith not to this third Interrogatory -

5th — To the fifth Interrogatory this Deponent saith, that he is, and has been for a period of Seven or eight years in the Service of the Defendant in the title of these Interrogatories Named in the capacity of Comicopoly - and more he saith not to this fifth Interrogatory

6th — To the Sixth Interrogatory this Deponent saith that he has often, but cannot pretend to say how often, seen the Defendant write and this Deponent saith that he is thereby well acquainted with the Character and Manner of hand writing of the said Defendant this Deponent having looked at the Signature at the foot of the Bond or writing Obligatory now produced and Shown to him at this the time of his Examination Marked with the Letter A and purporting to be the Subscription or Signature of the said Defendant, and having well examined the same declareth to the best of his Knowledge and belief the same is of the proper hande writing of the said Defendant this Deponent saith - that the means by which he did become a Subscribing witness to the said Bond or writing Obligatory was at the request and particular instance of the Defendant in the title of these Interrogatories named this Deponent saith that he did see the said Defendant sign, seal, and delever the said Bond or writing Obligatory and the Signature to and due execution of the said Bond or writing Obligatory was at the Signing thereof acknowledged to this Deponent by the said Defendant and more he saith not to this or to the last Interrogatory

George

(301)

Between Roza Johannes Baboom

Mayors Court at Madraspatnam of Madras widow is Complainant

and Myla Vengadasha Moodelly of

Madras aforesaid Inhabitant 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—

Rungashay Chitty Dubash Inhabitant of Madras Aged thirty

years or thereabouts being produced as a Witness in this Cause one

the Part of the Complainant was on the Seventeenth day of March

One Thousand Seven Hundred and Ninety Eight Signefied at the Office

of Mr. James Stuart Hall who is Attorney for the Defendant by

Durmanah My Servant who also left him a note of the Name Title

& Place of Abode of the said Deponent, 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 Roza Johannes Baboom in this

Cause, and that he hath so known her from his this Deponents

Infancy and that he doth Know the Defendant Mylar

Vengadasha Moodelly in this Cause and that he hath so

known him fifteen years or thereabouts—and more he saith

not to this first Interrogatory—

2 —— To the Second Interrogatory this Deponent having look'd

upon the Band or writing Obligatory now produced and

Shown to him at this the time of his Examination marked

with

with the Letter A Saith She has frequently seen the same before, both at the time the Money as a Consideration for the Said Bond was paid into the said Defendants hand - and afterward when in the hands of the said Complainant - and More She Saith not to this Second Interrogatory —

4th To the Fourth Interrogatory this Deponent Saith that the Consideration Money Mentioned in the said produced Bond or Obligation, was paid into the hands of the said Defendants Comicopoly in the presence of the said Defendant, by this Deponent, which Money this Deponent Saith she was received from Samuel Moorat One of the Executors of the late Miguel Johannes Baboom the Complainants Husband - for the purpose of being paid to the said Dependant in Consideration of the Bond in question - and more She Saith not to this Fourth Interrogatory —

6th To the Sixth Interrogatory this Deponent Saith that She has very often but how often She Cannot pretend to say See the Defendant write, and that She is thereby well acquainted with the Character & Manner of Hands writing of the said Defendant This Defendant having looked, and well examined the Signature at the foot of the Bond or writing Obligatory now produced and Shown to him at this the time of his examination Marked with the Letter A and purporting to be the Subscription or Signature of the said Defendant Saith that to the best of his Knowledge and belief the same is of the proper Hand writing

of the said Defendant - and more he saith not to this or to the last Interrogatory.

George Lys

Mayors Court at Madraspatnam

Between Roza Johannes Baboom of Madras Widow is Complainant and Myla Vengadasha Moodelly of Madras aforesaid Inhabitant is Defendant

On the Part of the Complainant

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

Rama Saumy Bramony Head Dubash Inhabitant of Madras aged fifty years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the nineteenth day of March One Thousand Seven Hundred and ninety eight Signified by Durmanah 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 Deponent as followeth -

To the first Interrogatory this Deponent saith that he doth know the Complainant Roza Johannes Baboom in this Cause, and that he hath so known her about twelve years and that he doth know the Defendant Myla Vengadasha Moodelly in this Cause and that he hath so known him ten Years or thereabouts - and more he saith not to this or

Interrogatory

2 To the Second Interrogatory this Deponent having looked upon the Bond or writing Obligatory now produced and shown to him at this the time of his Examination marked with the Letter A Saith that to the best of his recollection and belief he never saw the same before and more he Saith not to this Second Interrogatory

4th To the Seventh Interrogatory this Deponent Saith that he was to the best of his recollection about Six months ago Solicited by the Defendant in the Title of these Interrogatory named to request that the Complainant would forbear to press the said Defendant for payment of a Certain Bond due from him the said Defendant to the Complainant in the Title of these Interrogatory named this Deponent Saith that he did not make such request to the said Complainant but that he did particularly make such request to Sawmy Chitty. the Head Dubash of the said Complainant Roya Johannes Baboom this Deponent Saith that the Answer he received to the best of his remembrance, was that the said Defendant Myla Vengadasha Moodelly had long owed his Mistress the said Complainant a large Sum of Money upon a Bond, and that the said Defendant had repeatedly acknowledged the Debt but would not discharge the Same, how therefore Could He grant his request let the said Defendant go to Mr. Samuel Moorat and he would talke over this Business with

Him

him" — and. more he saith not to this or to the last —
Interrogatory —

George Lyt Esr.

Rama Sawmy —

Between Roza Johannes Baboom of Madras Widow is Complainant and Myla Vengadasha Moodelly of Madras aforesaid Inhabitant 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 —

Mayors Court at Madraspatnam

Manjee Vencatah Verdum Canciopoly Inhabitant of Madras Aged Forty five years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the fifteenth day of August, One Thousand Seven Hundred and Ninety Eight duly Sworn & Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth Know the Complainant Roza Johannes Baboom in this Cause, and that he hath so Known her four years or thereabouts and that he doth Known the Defendant Myla Vengadasha Moodelly in this Cause and that saith not to this first Interrogatory. —

2 — To the Second Interrogatory this Deponent having looked at the

Bond or writing Obligatory now produced and shown to him
at this the time of his Examination marked with the Letter
A Saith that he did see the same before, & that the time that
he saw the same was on the day that he became a Subscribing
Witness thereto on or about the Eighteenth day of November
in the year of Christ one Thousand Seven Hundred and ninty
five the same day on which the said Bond was executed and more
he Saith not to this second Interrogatory &c

3 —— To the Third Interrogatory this Deponent Saith that his name
Set and Subscribed as a Witness to the said Bond is of his
own proper hand writing, but this Deponent Saith, that he
Cannot take upon himself to say that the name of the other
Subscribing Witness C. Mootiah is of his the said C. Mootiah
proper hand writing, as he this Deponent does not recollect
to have seen him sign the said Bond, or is he acquainted
with the Character of the hand writing of the said C. Mootiah
and more he Saith not to this third Interrogatory —

4th
4 —— To the Fourth Interrogatory this Deponent Saith that to the
best of his recollection he has seen the Defendant in the
title of these Interrogatories Named write, & that he this
Deponent has only seen him write one or twice, & then
without particularly noticing the same this Deponent
Saith that he is not thereby or by any other means
acquainted with the Character & manner of hand
writing of the said Defendant this Deponent having
looked at the Signature at the foot of the Bond or

writing

writing Obligatory now produced & Shown to him at the
the time of his Examination marked with the Letter A &
purporting to be the Subscription Signature of the said Defendant
& having examined well the same Declareth that he Cannot take
upon himself to say whether the same be, or be not of the proper
hande inwriting of the said Defendant Myla Vengadasha in the
tittle of these Interrogatories Named - and more he saith not
to this Sixth Interrogatory.

To the last Interrogatory This Deponent Saith that although
he Cannot take upon himself to Swear to the Signature
Myla Vengadasha Set & Subscribed at the foot of the Bond
now produced & Shown to him, Still he this Deponent
Saith that he has every reason to think the said Signature is of
the proper hand writing of the said Defendant Myla
Vengadasha & This Deponent Saith that his reason for so
thinking is that at the time the said Defendant asked
this Deponent to Subscribe his name as a Witness to the
Bond in question He the said Defendant told this Deponent
that he was indebted to the said Complainant Roza Johannes
Baboom in the tittle of these Interrogatories Named the Sum
Mentioned in the Bond now produced & Shown this Deponent
and More he Saith not to this Last Interrogatory.

George Lys

Ex.

Further additional Interrogatories to be administered to Rangashay as witness to be produced sworn and examined in a certain Cause now depending and at Issue in the Honorable the Mayor's Court at Madraspatnam wherein Roza Johannes Baloom of Madras widow is Complainant, and Myla Vengadasha Moodelly of Madras aforesaid Inhabitant is Defendant—

On the part and behalf of the abovenamed Complainant

as follows.—

1st Rungashay First Interrogatory — Do you or do you not Know the Parties — Complainant and Defendant in the Title of these Interrogatories named, or either and which of them If yea how long have you so known them or either and which of them declare—

2d Ditto Second Interrogatory who is or are or was or were the Dubash in the Service or employ of the Complainant in the title of these Interrogatories named and were you or not for any and what length of time and are you now in the Service or employ of the said Complainant in the Capacity of Dubash, or how otherwise and have you or not frequently been, and are you or not now in the habit of paying and receiving Sums of Money for and on behalf of the said Complainant or in any and what degree employed in and about the Concerns or Affairs of the said Complainant or how otherwise If yea look at the Bond or writing Obligatory now produced and shewn to you at this the time of your examination and declare to the best of your Knowledge recollection and belief — whether

whether the Sum of one Thousand Star Pagodas being the
Consideration Money in the said produced Bond expressed or
any other and what Sum or Sums of Money was at any time and
when particularly either by yourself or by any other person or persons
paid to and received by the said Defendant or by any other person
or persons and whom by Name for and on his Account If yea to
whom did the said Sum of Money so paid and received appertain
or belong or on whose account and by whose directions did you or
any other person and whom so pay and deliver such Sum of
Money to the said Defendant or to any other person or persons
on his Account The whole truth therein with all the circums-
-tances thereof and relating thereto set forth and declare to
the best of your Knowledge recollection and belief together with
the grounds causes and reasons of such your Knowledge and belief

To Ditto Last Interrogatory — Do you Know of any other matter
or thing or have you heard or can you set forth any
thing touching the matters in question in this Cause that
may tend to the benefit and advantage of the Complainant
in the title of these Interrogatories named besides what you
have been before interrogated unto If yea relate the same
fully and at large as if you had been thereunto particularly
interrogated —

R Williams

Sty for Compt.

Between Roza Johannes Baboom of
Madras Widow is Complainant and Myla
Mayors Court at Madraspatnam Vengadasha Moodelly of Madras aforesaid
Inhabitant 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—

Rungashay Chitty Dubash Inhabitant of Madras Aged thirty
Years or thereabouts being produced as a Witness in this Cause on the Part
of the Complainant was on the Seventeenth day of March One Thousand
Seven Hundred and ninety Eight Signified at the Office of Mr. James Stewart
Hall who is Attorney for the Defendant by Durmanah my Servant
who also left him a Note of the Name Title, and Place of Abode of the
said Deponent, and afterwards on the same day being Sworn and
Examined Deposeth as followeth—

1st — To the first Interrogatory this Deponent Saith that he doth Know
the Complainant Roza Johannes Baboom in this Cause, and that
that he doth Know the Defendant Myla Vengadasha Moodelly
in this Cause; and that he hath so known him fifteen years
or thereabouts and more he saith not to this first Interrogatory

2d — To the Second Interrogatory this Deponent Saith that both
himself, and also his Brother named Sawmy Chitty are Dubashes
in the Service of the Complainant in the title of these Interrys
named, and that he is and has been for fifteen years last
past in the Service of the said Complainant in the Capacity
of Dubash this Deponent Saith that he has been frequently

and that he is now, in the Habit of paying, and receiving
Sums of Money, for and on behalf of the said Complainant
and that he is Confedentiably employed in and about the Concerns
of the said Complainant This Deponent having looked at
the Bond or writing Obligatory now produced and shown
to him at this the time of his Examination declareth to
the best of his Knowledge recollection, and belief that the
Sum of One Thousand Star Pagodas / being the Consideration
Money in the said Produced Bond expressed / was on or about
the Eighteenth day of November in the year of our Lord One
Thousand Seven Hundred and Ninety five being the date
of the Bond in question, by this Deponent paid to and
received by the said Defendants Connicopoly in the
presence of the said Defendant, and for & on the said
Defendants account This Deponent saith that the said
Sum of money so paid and received appertained to the said
Complainant Roza Johannes Baboom, on whose account
the said Money was paid by her directions This Deponent
Saith that he himself did pay and deliver such Sum of
Money as herein before mentioned to the Connicopoly
of the said Defendant, at the request and in the presence
of the said Defendant and more he saith not to this
or to the last Interrogatory —

George Lyd

Ex.

Jacobus Boldy

Cross Interrogatories to be
administered to such Witnesses as
shall be produced Sworn and
Examined in a Certain Cause now
pending and at Issue in the Honble
the Mayors Court at Madraspatnam
wherein Mylay Vencatasha Moodeliar
are Original Defendant and Cross
Complainant and Roza Johannes
Baboom are Original Complainant
and Cross Defendants
On the Part and behalf of the above
named Original Defendant and
Cross Complainant.

To all the Witnesses 1st Do you or do you not Know the
parties Complainant and Defendant in the Title of these
Interrogatories named If yea how long have you so Known
them, or either and which of them declare.

To Mootiah 2. Look at the paper writing now produced and Shewn to
you at this the time of your Examination and say whether you
did not Set and Subscribe your Name thereto as a Witness to
the Execution thereof Whether you Saw the Same delivered and
to whom and for whose benefit Whether it was meant and
intended to be delivered to the Complainant in the Title
of these Interrogatories Named or how otherwise Declare
all that you Know or verily believe Concerning the Same

To Do 3 Do you Know of any and what Sum of Money, lent and
paid

paid by the Complainant to the Defendant in the Title of these Interrogatories Named as the Consideration for entering into and executing the Bond regarding which you have been already interrogated or upon what Consideration and for what purpose was the said Bond so executed by the Defendant was it at the time of executing the said Bond Mentioned either by the Defendant or by the Complainant or by any person or persons on her behalf upon what Consideration or in what account the said Bond was executed by the Defendant declare all that you know have been Credibly informed and believe Concerning the same together with the reasons for your belief—

Last Interrogatory Do you know of any other matter or thing or have you heard or Can you Set forth any thing touching the matters in question in this Cause, that may tend to the benefit or advantage of the Original Defendant and Cross Complainant in the Title of these Interrogatories Named If yea Set forth the same as you know have heard, and do believe together with the reasons for such your belief

Stuart Hall
atty for original Deft
& Cross Compt.

Mayors Court at Madras Patnaō

Between Mylay Vencatasha Moodelliar are original Defendant and Cross Complainant and Roza Johannes Baboom are Original Complainant and Cross Defendant

Defendants Answer to the Original Defendts and Cross Compltˢ

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

Cootiah, Concopoly, Inhabitant of Madras Aged twenty four years or thereabouts being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the Twenty first day of March One Thousand Seven hundred ninety eight Sworn Signified at the Office of Mr. Robert Williams who is attorney for the Original Complainant & Cross Defendant by Durmanah my Servant who also left him a Not of the Name Title, and Place of Abode of the said Deponent, and afterwards on the same day being Sworn and Examined Deposeth as followeth—

1st — To the First Interrogatory this Deponent Saith that he does not know the Complainant Roza Johannes Baboom in this Cause and that he doth know the Defendant Mylay Vencatasha Moodelliar in this Cause, and that he hath so known him ten or twelve years and more he saith not to this First Interrogatory

2d — To the Second Interrogatory this Deponent having looked at the Paper writing now produced and shown to him at the time of his Examination Saith that he did Set and Subscribe his Name thereto as a witness to the execution thereof This Deponent Saith that he saw the same delivered to a Servant of Sawmy Chitty's Dubash to the Complainant for the benefit of the said Complainant This Deponent Saith he imagines it was meant and intended to be delivered to the Complainant in the title of these Interrogatories named as the Bond appears to be filld up in favor of the said

Complainant

Complainant — and more he saith not to this second Interrg

3 — To the Interrogatory this Deponent saith that he does not know of any Sum of Money lent and paid by the Complainant to the Defendant in the title of these interrogatories nameds as the Consideration for intering into and executing the Bond regarding which he has already been interrogated, but that the Consideration and the purpose for which the said Bond was so executed was, that at the time of executing the said Bond in question, a Bond of a former date to the amount of the Thousand Star Pagodas which had been executed by the said Defendant to Sawmy Chitty Dubash to the Complainant, was delivered to the said Defendant by Sawmy Chitty's Servant and in lieu thereof the Bond in question was given — and more he saith not to this or to the last Interrogatory —

George Lys
Ex.

Court of the Recorder at Fort St. George Madras

Friday the 7th day of December Anno Domini 1798 —

Present

Sir Thomas Strange Knight Recorder
William Abbott Esqure Mayor
and Will Webb Aldermen

Between Roza Johannes Baboon of madras Widow Complainant and Myla Vengadasha Modelly of the same place Inhabitant Defendant —

This Cause coming on to be Heard and debated this day in the Presence of the attorney for the Original Defendant and Cross Complainant having declined acting / On Hearing the Pleadings made use of by the attorney for the original Complainant and on due Consideration had thereon this Cause doth think fit to Order and Decree and doth accordingly order and Decree that the Original Defendant do pay unto the Original Complainant the full and Just Sum of One Thousand one Hundred and Ninety Star Pagodas / Star Pagodas 1190 / together with all such Interest as non is or shall hereafter become due thereon until full payment is Made also all Costs of this Suit and it is further Ordered and Decreed that the Cross Bill do Stand dismissed with Costs —

Per Cur

/ Signed / George Taylor

Regr

Filed 26th Novemr 1705

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orator Frank day of Madras Merchant only Executor in India of the Last Will and Testament of William Balfour deceased and Your Orator Oliver Colt late of Madras Merchant but now of the City of London by his attornis Oliver Colt, Charles Baker and Frank Day under the Firm of Colt Baker and Company, That Tamboo Chitty Condapah Chitty and

Benjamin Roebuck Tyapah moodelly Coolapah Chitty & Venkataroyloo Braminy Caon of Nagapah Chitty Deceased were made Parties to this Bill by order of Court

Chellapah Chitty of Madras Inhabitants did by their Certain Bond or writing Obligatory bearing date the First day of September which was in the Year of Christ one Thousand Seven Hundred and Ninety two Acknowledge themselves with with one Nagapah Chitty Naw deceased to be Jointly and Severally held and firmly bound unto the said William Balfour and Oliver Colt in the penal Sum of Seventy eight Thousand and Sixty one Pagodas and Eighteen Fanams Conditioned for the Payment of the Sum of Thirty Nine Thousand and Thirty Pagodas. Thirty One Fanams and Forty Cash with the Interest thereon after the First day of November then next ensuing the date of the said Bond at the rate of twelve per Cent per Annum as by the said Bond or writing Obligatory Copy whereof is hereunto Annexed and the Original in the Possession of your Orators and ready to be produced when required relation being thereunto had doth and will more fully and at large appear, And your Orators further shew unto this Honble Court that after giving just credit for the respective Payments Made for and on account of said Bond there now remains justly and truly due to your Orator Frank Day as Executor of the said William Balfour deceased, and your Orators Oliver Colt Charles Baker and Frank Day as Attorneys of the said Oliver Colt from the said Tomboo Chitty, Condapah Chetty and Chellapah Chitty and Benjamin Roebucke Tyapah Moodelly Coolapah Chitty & Venecatarayloo Brahmin Executors and the said Nagapah Chitty Deceased the Sum of Twelve Thousand and Twenty Eight Pagodas and Sixty Eight Fanams

Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Four Thousands Eight hundred and thirty One Pounds and Ten Shilling or thereabouts as will more fully and at large appear by an account Current true Copy whereof is hereunto annexed, for the inspection of this Honble Court and to which your Orators crave leave to refer the Original whereof being in your Orators Posession, and ready to be produced if required, And your Orators further shew that they have frequently and in an amicable Manner demanded payment of the said Sum of Twelve Thousands and Seventy-Eight Pagodas and thirty eight fanams from the said Tamboo Chitty Condapah Chitty and Chellapah Chitty and the said Benjamin Roebuck Tyapah Moodelly Coolapah Chitty and Vencadarayloo Brahmny Executors aforesaid—

But now Sotis May it please this Honble Court the said Tamboo Chitty Condapah Chitty and Chellapah Chitty and the Benjamin Roebuck Tyapah Moodelly Coolapah Chitty & Vencatarayloo Brahmny Executors of the said Nagapah Chitty Obstinately and wilfully refuse to pay the same or to give your Orators any Manner of Satisfaction touching the premises, your Orators therefore pray a General Relief Such as to this Honble Court shall appear agreeable to equity and good Conscience To the End— therefore that the said Tamboo Chitty Condapah Chitty and Chellapah Chitty and the said Benjamin Roebuck Tyapah

Moodelly

Moodelly Coolapah Chitty & Vencatacoyla Braminy Executors of the Said Nagapah Chitty May upon their Corporal Oaths full True direct and perfect answer make to all and Singular the Matters and things herein before Set forth and alledged as fully Truly and effectually to all intents and purposes as if the Same were here again repeated and particularly Interrogated, and that they may be Decreed to pay unto your Orators the aforesaid Sum of Twelve Thousand and Seventy eight Pagodas and Thirty eight fanams with Such Interest as now is or Shall hereafter become due thereon also all Costs of Suit—

May it please this Honble Court to Cause the Said Tomboo Chitty, Condapah Chitty and Chellapah Chitty & the Said Benjamin Roebuck Tyapah Moodelly Coolapah Chitty & Vencatanoyloo Braminy Executors aforesaid to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatnam and the districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to answer this your Orators their Bill 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 26th November 1795

This Bill was Shewn to me in the days of adjournment let a Summond issue returnable next Court day

J Chalmer
atty for Compt

Wm Webb

Know all Men by these Presents, that We Tomboo Chitty Nagapah Chitty Candapah Chitty and Chillapah Chitty of Fort St. George Merchants are jointly and severally held and firmly bound unto Messrs. William Balfour and Oliver Colt of the same place in the penal sum of Seventy eight thousand and Sixty one Star Pagodas and eighteen fanams to the payment whereof well and truly to be made to the said Messrs William Balfour and Oliver Colt their heirs Executors administrators or assigns. We do hereby bind ourselves our heirs Executors and Administrators firmly by these Presents In Witness whereof We have hereunto set our hands and Seals in Fort Saint George this First day of September in the Year one Thousand Seven hundred and ninety two

Whereas the above bound Tomboo Chitty Nagapah Chitty Candapah Chitty and Chellapah Chitty have borrowed and received of the above named Messrs William Balfour and Oliver Colt the full and just Sum of Thirty nine Thousand and thirty Star Pagodas thirty one fanams and forty cash one half the amount thereof to be paid in Gold and the remaining one half in bompangs arcot Rupees at the Exchange of 365 p Pr. to run at Interest at the rate of Twelve per Cent per annum and payable on the 1st November next without Interest and after that period Interest to Commence at the rate of Twelve per Cent per annum untill this Bond be fully Discharged —

Now the Condition of this Obligation is such that if the

above

above bound Tomboo Chitty Nagapah Chitty Condapah Chitty and Chellapah Chetty their heirs Executors, Administrators or Assigns shall well and truly pay or cause to be paid unto Messrs. Wm Balfour and Oliver Colt their heirs Executors Administrators or Assigns the full and just sum of Thirty nine Thousand and Thirty Star Pagodas Thirty one Fanams and forty 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 Vertue—

Signed Sealed and delivered where no stamped Paper is to be had, in the presence of

Signed Purmanandas Bhoot—

Permall

Tomboo Chitty (L.S.)

Nagapah Chitty (L.S.)

Condapah Chitty (L.S.)

Chellapah Chetty (L.S.)

Fort St. George 5th Febry 1794 Received of Nagapah Chitty—the Sum of Three Thousand Star Pagodas being part of one years Interes due on within Bond—

Signed Colt Baker & Co.

Fort St. George 1st December 1794 Received of Nagapah Chitty the sum of Ten Thousand Star Pagodas being Part of within Bond—

Signed Colt Baker & Co.

Fort St. George 6th December 1794 Received of Nagapah Chitty the Sum of Four Thousand Six hundred and eighty three Star Pags. twenty eight Fanams and Seventy Seven Cash being one part Interest due on within Bond up to 5th Novemr. 1794

Fort St. George 6th December 1794 Received of Nagapah Chitty the Sum of five thousand three hundred and sixteen Star — Pagodas thirteen fanams and three cash 5316-13-3 being Part of within Bond —

Fort St. George 16th January 1795 Received of Nagapah Chitty the Sum of six Thousand Star Pagodas being part of within Bond —

P. 6000

Fort St. George 3d February 1795 Received of Nagapah Chitty the Sum of nine Thousand Star Pagodas (9000) being part of within Bond —

P. 9000

true Copy

F. Chalmer

atty for Compt.

Tomboo Chetty, Condapah Chetty and Chellapa Chitty & Benjamin Roebuck Tyapah Moodelly

Cr

Coolapah Chitty & Vencataroyloo Braminy Executors of Nagapah Chitty deceased in account Current with Frank Day

Executor of William Balfour decd and Colt Baker & Comp.y attornies to Oliver Colt

								1794 Decr	1/3	By Cash Received this day				10000	"	"
To the amount of your Joint and Several Bond of this date Payable on the 1st Novr following to William Balfour & Oliver Colt				39030	31	40			1/6	By Ditto Received this day				5316	13	3
								1795								
To Interest on Principal amount of Bond from 1st Novembr 94 to this day @ 12 p.c p.annum	5941	4	60					January	15/16	By Ditto Received this Day				6000	"	"
								Febry	3	By Ditto Received this Day				9000	"	"
To what Received at this date in part payment of Interest as endorsed on Bond	3000	"	"											30316	13	3
	2941	4	60					Novr	13	By Interest on the above Sums from their Respective dates to this day @ 12 p.c p.annum as follows						
To Interest on Principal Amount of Bond from 6th Febry last to this day @ Do	3888	5	30							On Pagoda 10000 " "	347			1140	34	40
	6829	10	10							5316 13 3	342			594	30	30
To Deduct What Received at this date in part payment of Interest as endorsed on Bond	4683	28	77							6000 " "	301			593	31	30
										9000 " "	283			837	15	40
	2145	23	13													
To Interest on Principal Amount of Bond from 6th Decr 94 to this day @ Do	4338	24	30											33485	41	3
				6534	54	3										
Star Pagodas				455643	3					By Balance due this day				12078	38	"
														455643	3	

Fort St George
13th November 1795

E.E.&.

Signed Cold Baker & Co.

a true Copy G Chalmer Sol.r for Compt.

Star Pagodas

Filed the 4th Janry 1796—

In the Hönble the Mayors
Court of Madraspatnam

Between Frank Day Executor of William Balfour deceased and Oliver Colt by his Attorneys Oliver Colt, Charles Baker and Frank Day Complainants

and

Tomboo Chitty Condapah Cetty and Chellapah Chitty and Benjamin Roebuck, Tyapah Moodelly Collapah Chitty and Venkataroyloo Brahminy Executors of Negapah Chitty Deceased Defendants—

The Affidavit of Frank Day one of the abovenamed complainants—

This Deponent Maketh Oath and Saith the abovenamed Defendants Stand justly and truly indebted unto this Deponent as Executor of William Balfour Deceased, and to the above named complainant Oliver Colt, in the full and just Sum of Twelve Thousand Seventy eight Pagodas and thirty eight Fanams Current Money of Madras for the Recovery Whereof a Bill of complaint hath been filed against them in this Hönble Court—

Sworn to in Fort St. George
this 31st day of December 1795
Before Me
S. Daly
Mayor

P. Chalmers
Atty for Comp

The Plea and Answer of Benjamin Roebucke one of the Executors of the last Will and Testament of Nagapah Chitty Deceased Defendant to the Bill of Complaint of Frank Day Executor of William Balfour Deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Frank Day of Fort Saint George Merchants and Copartners Complainants.

This Defendant by Protestation not confessing or acknowledging all or any of the Matters and things in the Complainants Said Bill of Complaint Contained in such sort Manner and form as the Same are therein and thereby Charged and alledged for Plea thereunto this Defendant Says that the said Bill of Complaint being preferred against this Defendant with Others the said Defendants in the Complainants said Bill Named, by the said Frank Day of Madras Merchant as only Executor in India of the last Will and Testament of William Balfour Deceased, and the said Oliver Colt late of Madras Merchant but now of the City of London, by his alledged attornies Oliver Colt, thereby intending himself the said Constituent, and the said Charles Baker and Frank Day under the Firm of Colt Baker and Company the said Colt Baker and Company being alledged to act in this behalfs under and by Vertue of a certain Power of attorney from the said Oliver Colt, of which Power an authentic Copy Oath by the said alledged

attornies

Attornies been, produced to this Honble Court, and is now lodged in the Registry thereof therefore this Defendant doth plead, as she is advised; the said Power of Attorney, so produced by the said Complainants, in abatement of the said Complainants Bill, for that the said Oliver Cole ought not nor can act in the Premisses as his own attorney, inas much as the Authority derived or pretended to be derived from the said Power of Attorney is merged and lost in his Superior Title as Constituent and inasmuch as it is apparent from the face of the said Power, that any act or thing Could not be lawfully done in and by virtue of the said power but by the three parties Appointed in the same for the prosecuting of any Act or Acts, in the Interest of the party Constituent at the time of making the said power, and thereupon this Defendant doth pray the Judgement of this Honble Court, whether she should be Compelled to make any further or other Answer to the said Bill of Complaint

And this Defendant not waiving his said Plea but wholly relying and insisting thereon, for Answer unto the Complainants Bill, or to so much thereof, as she is advised is necessary for him to make Answer unto, she this Defendant answereth and saith, that she is one of the Executors of the said Nagapah Chitty and that she hath perused Carefully the Translate of the Answer of the said Rajestry Tyapoo Moodelliar, Coolapah Chitty and Voopalore Vencataroyaloo the other Executors of the said Nagapah Chitty, filed and Exhibited in this

cause

Cause, and that According to his Knowledge and belief the Matters and things therein Contained are Just and true as Stated by the said Bajestry Tyapoo Moodelliar Coolapah Chitty and Voopalare Vencataroyaloo Save and Except this Defendant Cannot undertake to say of his own knowledge that the Receipt for Five Thousands Star Pagodas under date the third of October in the year of Our Lord One Thousand Seven Hundred and Ninety four was given by the said Frank Day, on the Name of the said Colt Baker and Company, on account of a Payment Made by these Defendants Testator, on the said Bond or Writing Obligatory, on which the said Bill is brought, and to which the said Bajestry Tyapoo Moodelliar Coolapah Chitty and Voopalore Vencataroy-aloo, have Jointly and Severally answered, But this Defen-dant Saith that this Defendant, and the said other Defen-dants Bajestry Tyapoo Moodelliar, Coolapah Chitty, and Voopalare Vencataroyaloo have Discovered and now have in their Possession a Receipt from the said Frank Day granted to this Defendants said Testator, for the said sum of five Thousand Star Pagodas and of the day and date Mentioned in the Answer, and which Possibly might have been paid though this Defendant hath not any Knowledge thereof, on Account of the said Bond, or Writing Obligatory.

All which Matters and things this Defendant is ready and Willing to aver Maintain and Prove as this Honble Court shall be pleased to direct and

and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustain-ned. —

Sworn to this 26th day of April 1796 before me

W. Abbott Alderman

Benjamin Roebuck

an of the Executors to the Estate of Nagapah Chitty

E Samuel

attys for Defts

Filed 26th April 1796

The Several Plea and Answer of Tyapah Moodelly Coolapah Chitty and Venkataroylos Bramany three of the Executors Named in the last Will and Testament of Nagapah Chitty deceased and three of the Defendant to the Bill of Complaint of Frankd Day Executor of William Balfour deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Frankd Day of Fort St. George Merchants and Copartners Complainants —

These Defendants by Protestation not Confessing or Acknowledged all or any of the Matters and Things in the Complainants said Bill of Complaint Contained in such sort Manner and form as the same are therein and thereby Charged and Alledged for Plea thereunto these Defendants say that the said Bill of Complaint being preferred against these Defendants with others the said

Defendants

Defendants in the Complainants said Bill named, by the said Frank Day of Madras merchant as only Executor in India of the last Will and Testment of William Balfour Deceased, and the said Oliver Colt late of Madras merchant but now of the City of London, by his alledged Attornies Oliver Colt & thereby intending themself the said Constituent, and the said Charles Baker and Frank Day under the Firm of Colt Baker and Company the said Colt Baker and Company being alledged to act in this behalf under and by Vertue of a Certain Power of attorney from the said Oliver Colt of which Power an authentic Copy hath by the said alledged Attornies been produced to this Honble Court and is now lodged in the Registry thereof, therefore these Defendants do plead as they are advised the said Power of attorney so produced by the said Complainants in abatement of the said Complainants Bill, for that the said Oliver Colt ought not, nor Can Act in the Premises as his own attorney inasmuch as the authority derived or pretended to be derived from the said Power of attorney is merged and lost in his superior Title as Constituent and inasmuch as it is apparent from the face of the said Power that any act or thing Could not be lawfully done, in and by Vertue of the said Power but by the there parties appointed to the same for the prosecuting of any act or acts in the Intention of the party Constituent at the time of making the said Power and thereupon these Defendants do pray the Judgement of this Honble Court whether they should be compelled to make any further or

ther answer to the said Bill of complaint—

And these Defendants not waiving their said several Plea, but wholl relying and insisting thereon for answer unto the complainants said Bill or to so much thereof as these Defendants are advesed is material or necessary for them to make answer unto, they these Defendants Jointly and severally answer and say that they are Executors named in the Will of the said nagapah Chitty and that they admit that their said Testator might with several other Obligies to the same have Executed the Bond or Writing Obligatory in question but these Defendants do not admit that they are indebted as Executors of the said Nagapah Chitty with others the Defendants to the complainants said Bill, or otherwise in the sum sued for by the said complainants, if the same had been rightly prosecuted and sued for But these Defendants say that if a true Credit and Interest on such sum of money as shall been paid by them Defendants said Testator in his life time on the said Bond or Writing Obligatory had been allowed in the Account Current annexed to the complainants said Bill; that these Defendants as Executors as aforesaid so far from appearing to the indebted unto the said complainants in the balance of twelve Thousand and Seventy Eight Pagodas and thirty Eight fanams as insisted by the complainants in and by their said Bill, that they would appear and would actually be indebted in a very small and inconsiderable sums and

thes

these Defendants further answering say, that in
Examining the Papers of their said Testator they have
discovered two Receipts given by the said Franke Day in
the Names of Colt Baker and Company for two distinct
and Separate Sums paid on Account of the said Bond by
their said Testator which are not Mentioned or Credited
in the said Account Current annexed to the Complainants
said Bill, nor any Interest allowed thereon, the one bearing
date the twenty Ninth day of April which was in the year
of Christ One Thousand Seven Hundred and Ninety four,
for the Sum of two Thousand Star Pagodas, and the other
on the Third day of October in the said last Mentioned
year for the Sum of five Thousand Star Pagodas and
these Defendants say that if due Credit for and on account
of the said Several Sums so paid by these Defendants
said Testator as aforesaid were given by the Complainants and
to which they are Entitled in the said Account Current
with an Interest from the dates of the respective payments
of the Same at and after the rate of Interest Mentioned
in the said Bond, as also for the other Sums accredited to
these Defendants by the Complainants in the debit Side
of the said Account Current to wit for the Sum of three
Thousand Star Pagodas of the date of the fourth day of
February one Thousand Seven Hundred and Ninety four
and of the Sum of four Thousand Six Hundred and Eighty
three Pagodas twenty Eight Fanams and Seventy Seven
Cash of the date of the Sixth day of December of the said

Year with a like Interest as aforesaid Corresponded with the Interest Charged on the said Bond, and if the Interest on the said Bond was Calculated in one Entire Computation up to the date of the said Account Current to wit the thirteenth day of November One Thousands Seven Hundred and Ninety five not at broker periods as Reckoned and Calculated by the said Complainants in the debit side of the account Current annexed to the said Bill and which these Defendants are advised is not the usual Mode of Computation of Interest as prevatant in this Honble Court or as Customary amongst Merchants, that then and in that case these Defendants so far as they have been able to ascertain the Sums discharged by their said Testator on account of the said Bond Say, that they would appear to Stand indebted to the said Complainants in the Sum of two Thousand Eight Hundred and Sixty four Pagodas thirty fanams and fifty two Cash and not in the large Balance as Claimed by the Complainants of twelve Thousand and Seventy Eight Pagodas and thirty Eight fanams as these Defendants say will appear by reference to an Accounts Current hereunto annexed and which these Defendents pray may be taken as part of this their answer the Original being in the possession of these Defendants and ready to be produced when required and these Defendants further answering say that their said Testator did in his life time Carry on very large and Extensive dealings in different parts of the World and by reason of Such Ex-

large

large and Extensive Dealings the Books of Accounts and Papers relative to his Commercial Transactions are many Various and intricate and. these Defendants further say that they have not been able since their having taken upon themselves the further of the Execution of the Will of the said Nagapah Chitty to Examine all the Books and Accounts of their said Testator whereby they might ascertain the precise amount of the Credits to which their said Testator may be Entitled on Account of the several payments made by him in his life time on the said Bond or Writing Obligatory. and therefore these Defendants do Submit to this Honble Court in Consideration of the premises how for the said Complainants may be Entitled to a Decree against these Defendants until a thorough Examination may be had of there Testators Books and Papers, as it is fairly Presumable from the discovery of the several Receipts therein above referred to by these Defendants and which are wholly Omitted in the Credit Side of the Complainants said Account Current that here may be other receipts amongst the Papers of their said Testator which though not now Apparent, may has after be forth coming and Operate as an Entire discharge and Liquidation of the said Bond or Writing Obligatory

All which Matters and things these Defendants will in due time own and prove, and Humbly pray that they may be hence discharged with their reasonable Costs and Charges in this behalf Wrongfully Sustained.

A true Translation as near as
can be from the Malabar Languag

Ranganaudom
Interpreter
C. Samuel
Atty for Defts

Dr The Executors of Nagapah Chitty Deceased in
and Oliver sold by his Attornies

To Amount of a/c Bonds	39030.	31.	40.
To Interest on Do. from 5th Novr. 92 to 13th Novr. 95. is 3 years 12 Days @ 12 p Cent p annm	14.20.4	2	34
	53.23.4	33	74
Ft Pagodas	53234	33	74

A True Translation as near as can be from the
Malabar Language

Account Current with Frank Day Executor of William Balfour Esr

Colt Baker and Day

1794					
Febry	6th	By Cash Received	3000	"	"
April	29th	By D° D°	2000	"	"
Octr.	3d	By D° D°	5000	"	"
Decr	1st	By D° D°	10,000	"	"
	4th	By D° D°	4683	28	77
	6th	By D° D°	5316	13	3
1795					
Janry	16	By D° D°	6000	"	"
Febry	3	By D° D°	9000	"	"

Novr 13th By Interest on the following Sums from their Respective Dates to this Day @ 12 p Cent p Annum —

On Pay 3000:	for 1	280	636	6 — 72
2000:	1	198	370	8 — 4
5000:	1	41	667	16 — 54
10,000:	"	347	1140	34 — 41
4683: 28: 77:	"	342	526	26 — 18
5316: 13 3	"	342	597	31 — 60
6000: " "	"	301	593	31 — 51
9000: " "	"	283	837	13 — 42
			5370	3 22
			50.370	3 22
			2864	30 52
By Balance			53234	33 74

St. Pagodas

For St George
13 Novem 1795

(Signed) P.D. a true Copy E Samuel Solr for Deft

him" — and. more he saith not to this or to the last —
Interrogatory —

George Lyt Esr.

Rama Sawmy —

Between Roza Johannes Baboom of Madras Widow is Complainant and Myla Vengadasha Moodelly of Madras aforesaid Inhabitant 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 —

Mayors Court at Madraspatnam

Manjee Vencatah Verdum Canciopoly Inhabitant of Madras Aged Forty five years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the fifteenth day of August, One Thousand Seven Hundred and Ninety Eight duly Sworn & Examined Deposeth as followeth —

1st — To the first Interrogatory this Deponent saith that he doth Know the Complainant Roza Johannes Baboom in this Cause, and that he hath so Known her four years or thereabouts and that he doth Known the Defendant Myla Vengadasha Moodelly in this Cause and that saith not to this first Interrogatory. —

2 — To the Second Interrogatory this Deponent having looked at the

Bond or writing Obligatory now produced and shown to him
at this the time of his Examination marked with the Letter
A Saith that he did see the same before, & that the time that
he saw the same was on the day that he became a Subscribing
Witness thereto on or about the Eighteenth day of November
in the year of Christ one Thousand Seven Hundred and ninty
five the same day on which the said Bond was executed and more
he Saith not to this second Interrogatory &c

3 —— To the Third Interrogatory this Deponent Saith that his name
Set and Subscribed as a Witness to the said Bond is of his
own proper hand writing, but this Deponent Saith, that he
Cannot take upon himself to say that the name of the other
Subscribing Witness C. Mootiah is of his the said C. Mootiah
proper hand writing, as he this Deponent does not recollect
to have seen him sign the said Bond, or is he acquainted
with the Character of the hand writing of the said C. Mootiah
and more he Saith not to this third Interrogatory —

4th
4 —— To the Fourth Interrogatory this Deponent Saith that to the
best of his recollection he has seen the Defendant in the
title of these Interrogatories Named write, & that he this
Deponent has only seen him write one or twice, & then
without particularly noticing the same this Deponent
Saith that he is not thereby or by any other means
acquainted with the Character & manner of hand
writing of the said Defendant this Deponent having
looked at the Signature at the foot of the Bond or

writing

340

Filed 29th march
1796

The Demurrer and
Answer of Tambos Chitty of
Madras Inhabitant one of the
Defendants to the Bill of
Complaint of Frank Day of
the same place Merchant
only Executor in India of the
Last Will and Testament of
William Balfour Deceased
and Olivier Colt late of Madras
Merchant but now of the City
of London by his Attornies
Olivier Colt Charles Baker and
Frank Day under the Firm of
Colt Baker and Company
Complainants

This Defendant by Protestation not
confessing or acknowledging all or any of the Matters and
things in and by the said Bill Set forth and Complained of
to be true in Manner and from as the same are therein
Set forth and alledged Saith That he is adviced that there is
good ground of Demurrer to the said Bill of Complaint
and for Cause of Demurrer Sheweth that the said Bill
of Complaint being preferred against this Defendant
and the other Defendants therein named by the said
Frank Day of Madras Merchant as only Executor in India
of the Last Will and Testament of William Balfour Deceas

Sed and the said Oliver Colt late of Madras Merchant
but now of the Citty of London by his attornies Oliver Colt
(thereby intending himself the constituent) and the said
Charles Baker and Franke Day under the Firm of Colt Baker
and Company the said Colt Baker and Company acting in
this behalf under and by Vertue of a Certain Power of Attorney
from the said Oliver Colt of which Power an authentic Copy
hath by the said attornies been produced to this Honble Court
and is nowledged in the Registry thereof therefore this Defen-
dant doth Demur for that the said Oliver Colt ought not
nor can act in the Premises as his own attorney in as much as
the authority derived or pretended to be dereved to him from
the said Power of attorney is merged and lost in his Superior
Title as Constituent - And the said Oliver Colt being thus pre-
cluded this Defendant saith that there doth not remain
unto the other attornies Charles Baker and Franke Day
any power to Maintain the present action For that the au-
authority granted by the said Oliver Colt must in Law be
Strictly pursued and the same being granted to three
attornies to wit the said Oliver Colt Charles Baker and Franke
Day cannot otherwise be executed than by such three attornies
in Conjunction But this Defendant hath already shewn
that the said authority cannot be executed Strictly and
therefore that the same cannot be Executed Shall and
Whereupon this Defendant doth demand the Judgment
of this Honble Court whether he shall be Compelled to make
any further answer to the Bill of Complaint of the said
complainants

Complainants and this Defendant not waiving his said Demurrer but wholly insisting and relying thereon for answer to the said Complainants Bill or unto so much thereof as he this Defendant is advised is material or necessary for him to make answer unto answereth and saith that he doth not stand indebted to the said Complainants as is by them set forth in and by their said Bill of Complaint

All which matters and things this Defendant is ready and willing to verify Maintain and prove as this Honble Court shall direct and he Humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most wrongfully Sustained —

True Translation as near as Can be from the Malabar Language

Ranganaudom
Interpreter

John Wekenson
atty for Deft Toombo Chitty

Filed 8th November
1796–

The Replication of Frank Day
Executor of William Balfour deceased
and Oliver Lott by his attornies
Oliver Lott, Charles Baker and Frank
Day of Fort St. George Merchants and
Copartners Complainant To the Plea
and Answer of Benjamin Roebuck
one of the Executors of the Last
Will and Testament of Nagapah
Chitty Deceased Defendant –

These Repliants Now and at all times –
hereafter Saving and reserving to themselves all and all
manner of benefit and advantage of Exception to the –
many Errors untruths uncertainties Insufficiences and
imperfections in the Defendants said Plea and Answer
contained for Replication thereunto Say, that they will –
Maintain and prove that all and Singular the Matters
and things in these Repliants Bill Contained are true
certain and Sufficient in the Law to be answered unto,
and that the Defendants said Plea and answer and –
all and Singular the Matters and things therein Con=
=tained are wasire and insufficient in the Law to be –
replied unto And for further Replication these Repliants
Say they are advised that the Defendant Benjamin
Roebuck has unnecessarily severed himself from the –
Defendants his Coexecutors in this Suit, and as these

Repliants have replied to every matter in the Said Plea and answer contained of the Said Executors these Repliants therefore Crave leave to Refer thereunto and pray that the Same May be taken as part and parcel of this their Replication to the Seperate Plea and Answer of the Said Benjamin Roebuck—

All which matters and things then Repliants are ready and Willing to Aver maintain and prove as this Honble Court Shall direct and humbly pray as in and by their Said Bill they have already prayed

J Chalmer
attyfor Repts.

Filed 8th November 1796

The Replication of Frank Day Executor of William Balfour deceased and Oliver Cold by his Attornies Oliver Cold Charles Baker and Frank Day of Fort Saint George Merchants and Copartners Complainants To the Several Plea and Answer of Tyapah moodelly Coolapah Chitty and Vencataroya loo Brammy three of the Executors named in the last Will and Testament of Nagapah Chitty deceased and three of the Defendants

Thes Repliants now and at all times hereafter

Saving and reserving to themselves all and all Manner of benefit and advantage of Exception to the many Errors, untruths uncertainties, Insufficiences and Imperfections in the Defendants Said Several Plea and answer Contained for Replication thereunto Say that they will maintain and prove that all and Singular the Matters and things in these Repliants Bill of Complaint Contained are true Certain and Sufficient in the Law to be Answered unto and that the Defendants Said Several Plea and Answer and all and Singular the matters and things therein Contained are evasive and insufficient in the Law to be Replied unto And these Replaints for further Replication to the Plea of the said Defendants Say That the Power of Attorney granted by the Said Oliver Colt to the House of Colt Baker and Company an attested Copy whereof is delivered into this Honble Court is Not insufficient, But Contains a full and clear Authority to bring and Support the present Action in the Manner in which it Has been instituted And these Repliants Submit to this Honble Court that the reasons upon which the Defendants Have grounded their Said Plea and the Arguments Offered in Support thereof are absurd and unjust inasmuch as if they were admitted it would tend to preclude a person engaged in a partnership Connection from appointing as his Agents during any period of his absence from this Country the very persons in whom he would Chuse to repose a Confidence Contrary to every principle of reason and of Justice These Repliants Say that the Power

of

of Attorney exceptede to is given to the firm of Colt Baker and Company by the Said Oliver Colt to enable them to manage and transact during his absence from this Country, those matters wherein he is interested that are distinct from his Partnership Concerns, hence as far as relates to the Said Power of Attorney and the Subject matter of this Suit, the Said Oliver Colt is as any other indifferent person who may Chuse to Employ the Said House of Colt Baker and Company as his or their agents and thereupon executes a Power of Attorney in Such Cases the Authority is not given jointly or Severally that being Superfluous and unnecessary the act of one of the Said partners Signing for the Said firm being the act of the whole And these Repliants further Say that although there Can be no legal or well founded objection as they are advised to the Authority under which the Said Oliver Colt is represented in this Suit Yet having received another Letter of Attorney from him they have hereunto annexed a Copy thereof and are ready to produce the Orignal when required And for further Replication these Repliants admit that the two Receipts Setforth and alluded to by the Defendants Tyapah Moodelly Coolapah Chitty and Vencataroyloo Brammy were granted by the Repliant Franko Day as one of the partners of the firm of Colt Baker and Company, and that the receipt, for Two Thousands Pagodas was a Specifick payment on account of Interest due on the said Bond although from a Clerical omission It has not been

Brought to the Credit thereof from the Books where the Entre was regularly made in the words and figures following - 1794 April 29 To Jam.s Tate his account Sales of Rice p Ship Phenix Received of Nagapah Chitty in further part of one y.r Int.t on his & other Native Rice Merchants Bond to Balfour & Colt dated 1 Oct.r 1792 p.r Pg.s 39030. 31.40 2000" But in regards to the Receipt for Five Thousand Pagodas These Repliants say that it had no Connection with that particular Bond, but was granted to the said Nagapah Chitty on a General Account which he had with these Repliants for Native Merchants and from whom he Collected the Said Sum of Five Thousands Pagodas for Goods sold through him in his Capacity of Dubash as appears by the following Entry 1794 October 2 To Nagapah Chitty on account of Goods Sold received of him p Receipt 5000" And these Repliants further say that although the other Defendants Tyapah Moodelly Coolapah Chitty and Vencataroyaloo Bramany have taken upon themselves to Swear positively to the fact of the said Sum of Five Thousands Pagodas having been expressly paid on account of the said Bond, Yet the Defendant Benjamin Roebuck in his Seperate Answer doth not attempt to insist on that fact and Yet his Sources of information must be better than that of the other Defendants being in the immediate and active Management of the Estate of the said Nagapah Chitty And these Repliants further say, that the Account Current annexed to and exhibited with their

Bill -

Bill of Complaint unless as regards the receipt for Two thousand Pagodas omitted to have been passed to the Credit of the said Bond is in every respect Correctly Stated, and that the Observations made by the said Defendants on that behalf as well as the account annexed to the Answer are founded on Erroneous principles inasmuch as these Repliants are advised that where Money paid on Account of a Bond doth not exceed the Interest due thereon that such payments bear no Interest And in the present Case the Receipts in question particularly mention for Interest And these Repliants further Say that it is immaterial whether the said Nagapah Chitty had at the time of his decease very large and extensive dealings in various parts of the World as has been alledged by the said Tyapah Moodelly Coolapah Chitty and Vencataroylos Bramin in and by their said Seperate Answer nor does it afford a Sufficient reason or excuse for not delivering in an Account of their Executorship at the periods prescribed by their Oath as far as the Accounts were Settled and to have Continued their Statement from time to time For these Repliants Say they are advised that it is the duty of Executors to pay away the assets as they are received in Satisfaction of their Testators debts and the law renders them liable to be Sued as soon as Probate is granted

All which Matters and things

these Repliants are ready and willing to aver maintain and prove as this Honble Court shall decree and Humbly pray as in and by their said Bill of Amplaint they have already prayed—

L. Chalmer
attyf for Repts—

Know all Men by these presents that I Oliver Colt late of Madras, but non residing in Manchester Square in ye County of Middlesex Have made ordained Constituted and appointed and by these presents do make ordain Constitute and appoint Charles Baker Franke day and William Hart Esquires of Madras Merchants Jointly & Severally my true and lawful attorney or Attornies for me and in my name and for my use to ask demand and receive of and from all and every person or persons whom it doth shall or may Concern all such Sum and Sums of Money Debts dues Duties Effects claims and demands whatsoever as now are or at any time or times hereafter shall or may become due owing or payable or belonging to me either for rent or by Bond Bill Book. Note Account or by any other ways or means whatsoever or howsoever and upon non payment thereof the said person or persons so indebted to me their Executors administrators and Goods for me and in my name to destrein

Sue—

Sue Arrest Imprison implead and prosecute for the Same, and upon Such Suit to proceed to Judgment and Execution, and thereupon the Said person or persons so indebted to me their Executors and Administrators in prison to Hold and keep until payment thereof be made with all Costs and damages Sustained and to be Sustained by Reason of the detaining of the Same And if need be to Compound and agree for the Same and upon payment thereof or of Such Composition for the Same the Said person or persons so indebted to me their Executors and Administrators forth of prison to discharge and Acquittances for the Same or any part thereof or of Such Composition for the Same for me and in My Name to Make Seal and deliver and one Attorney or More under me to Substitute and at pleasure to revoke And Generally to do perform and execute all and every other lawfull and reasonable Acts and Things whatsoever both for obtaining and discharging the Same as Shall be Needfull to be done in and about the Execution of the Premises Giving and by these presents Granting unto my Said Attorney or Attornies or their Substitutes and Assigns full and absolute power and Authority in the premises Ratifying and Holding Firm and valid all and whatsoever my Said Attorney or Attornies or their Substitutes or Assigns or any of them Shall lawfully do or Cause to be done in and about the premises by virtue of these presents In Witness whereof

I have hereunto Set My Hande and Seal the Seconde day of January in the Yeare One Thousande Seven Hundrede and Ninety Sixe—

Sealede and delivered
/being Firste duly Stampte/
in the ipresence of

Richard Tuckwell
Jnº Wm Labbocke-

Oliver Colte L.S.

A true Copy

J. D Chalmer

Attyº for Repliants

Filed 19th April
1796-

The Replication of Frank day Executor of William Walfour deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Frank day Composing the Ferm of Colt Baker and company To the Demurrer and Answer of Tomboo Chitty of Madras Inhabitant one of the Defendants.

In the Cause

Frank day of Madras Merchant only Executor in India of the Last Will and Testament of Wm Balfour deceased and Oliver Colt late of Madras Merchant but now of the City of London by his attornies Oliver Colt Chs Baker and Frank day under the Ferm of Colt Baker and Company Complts and Tomboo Chitty Condapah Chitty and Chellapah Chitty Benjamin Roebuck Tyapa Mordaly Coollapa Chitty and Vencatarayaloo Executor of Nagapa Chitty Deceasedo—

These Repliants now and at all times hereafter Saving

and reserving unto themselves all and all manner of benefit and advantage of Exception which can or may be had or taken to the Many Errors, Untruths Uncertainties, and Imperfections in the Defendants said Demurrer and Answer Contained for Replication thereunto say that all and Sigular the Matters and things in their said Bill of Complaint Contained are just true Certain, and Sufficient in the law to be answered unto in Such Manner and form as the Same are therein and thereby alledged and Setforth, and that the Demurrer and Answer of the Said Defendants is very evasive Uncertain and Insufficient in the Law to be Replied unto and these Repliants for further Replication to the Demurrer and Answer of the Said Defendant Say That the Power of Attorney granted by the Said Oliver Cobb to the House of Cobb Baker and Company an Attested Copy whereof is delivered into this Honble Court is Not insufficient, But Contains a Full and Clear Authority to bring and Support the present Action in the Manner in which it has been Instituted And these Repliants Submit to this Honble Court that the Reasons upon which the Defendant has grounded his Demurrer are Absurd and unjust inasmuch as if they were admitted it would tend to preclude a person engaged in a partnership Connection, from appointing as his Agents during any period of his absence the very persons in whom he would Chuse to repose a Confidence Contrary to every principle of Reason

and

And of Justice, These Repliants say that the Power of Attorney Excepted to is given to the House of Colt Baker and Company by the said Oliver Colt to enable them to manage and transact during his absence from this Country those matters wherein he is interested that are distinct from his partnership Concerns Hence as far as relates to the said Power of Attorney and the Subject matter of this Suit the said Oliver Colt is as any other indifferent person who may chuse to employ the said House of Colt & Baker and Company as his agent and thereupon executes a Power of Attorney In such case the authority is not given Jointly or Severally that being superflous and unnecsery the act of one of the said partners Signing for the said Firm being the act of the whole. wherefore these Repliants do humbly insist that the said authority from the said Oliver Colt to these Repliants forming the House of Colt Baker and Company is well pursued, and they thereupon pray that the said Exceptions to the Power of Attorney brought forwards most irregularly in the shape of a Demurrer may be over ruled with Costs More particularly so, as the object of the Defendants seems to be to procrastinate and delay the payment of his Bonds by every Species of delay and Cavil This being his Second Demurrer to the said Bill of Complaint, the first being for want of parties which these Repliants agreed to abviate by adding those whom he Considered Necessary To wit the

Executors

Executors of Nagapah Chitty on the Obligors in the Said Bond Named as by the Said Bill and Demurrer relation being thereunto had will more fully and at large appear; and these Repliants further say that the Said Defendant is indebted to these Repliants in the Sum for which they have brought their action Notwithstanding the Assertions of the Defendant to the Contrary—

All which matters and things these Repliants are ready and willing to verify maintain and prove as this Honble Court shall direct and Humbly pray as in and by their Said Bill they have already prayed—

J. Chalmer
atty for Repts.

Filed 28th December 1796—

The Seperate General Rejoinder of Benjamin Roebuck one of the Executor to the Estate and Effects of Nagapah Chitty Deceased Complainant to the Seperate Rejoinder of Frank Day Executor of William Belfour deceased and Thier Colt Charles Baker and Frank Day Defendants

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of benefit and advantage of Exception to the many

Errors untruths uncertainties and Insufficiencies in the Com-
-plainants Said Seperate Replication Contained for thereunto
Saith that he will aver Maintain and prove all and sin-
=gular the Matters and things Containtained in this
Defendants Seperate Plea and Answer to be good Certain
true and Sufficient in the Law to be Replied unto in
Such Manner and Form as the Same is therein and
thereby Setforth and Alledged and that the Said Replication
is very untrue evasive and unsufficient for this Defen-
=dant to Make any further or other Answer thereunto
Except what he has before in his Said Seperate Plea
and Answer—

All which Matters and things
this Defendant is ready and willing to aver Maintain
to verify and prove as this Honble Court Shall direct—
and most humbly prays as in and by his Said Seperate
Plea and Answer he Hath already Prayed—

C. Samuels
Solr for Defts

The Amended Replication of Franko day Executor of William Balfour deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Franko Day Composing the Firm of Colt. Baker and Company To the Demurrer and Answer of Tomboo Chitty of Madras Inhabitant one of the Defendants.

In the Cause

Franko Day of Madras Merchant only Executors in India of the Last Will and Testament of William Balfour Deceased and Oliver Colt late of Madras Merchant but now of the City of London by his attornies Oliver Colt, Charles Baker and Frank Day under the Firm of Colt Baker and Company - Complainants and Tomboo Chitty, Condapah Chitty and Chellapah Chitty of Madras Inhabitants and — " — Benjamin Roebuck Tyapah Moodelly — " — Coolapah Chitty and Vencatarayaloo Braming Executor of Nagapah Chitty Deceased Defendants —

This Repliants now and at all times hereafter saving and reserving unto themselves, all and all manner of

benifit and advantage of Exception which Can or May be had or taken to the Many Errors untruths uncertainties and Imperfections in the Defendants Said Demurrer and answer Contained for Replication thereunto Say that all and Singular the matters and things in their Said Bill of Complaint Contained are just true Certain and Sufficient in the Law to be answered unto in Such Manner and form as the Same are therein and thereby alledged and Setforth, and that the Demurrer and Answer of the Said Defendant is very untrue evasive Uncertain and insufficient in the Law to be Replied unto, And these Repliants for further Replication to the Demurrer and Answer of the Said Defendant Say that the Power of attorney Granted by the Said Olivier Colt to the House of Colt Baker and Company an attested Copy whereof is delivered into this Honble Court is not insufficient, But Contains a full and Clear Authority to bring and Support the Spresent action in the Manner in which it has been instituted And these Repliants Submit to this Honble Court that the reasons upon which the Defendant has grounded his Demurrer, are absurd and unjust inasmuch as if they were admitted it would tend to Spreclude a person engaged in a Spartnership Connection from appointing as his agents during any Speriod of his absence the very persons in whom he would Chuse to repose a Confidence

Contrary

Contrary to every principle of reason and of Justice, These Repliants say that the Power of attorney excepted to, is given to the Firm of Colt Baker and Company by the said Oliver Colt to enable them to manage and Transact during his absence from this Country those Matters wherein he is interested that are distinct from this Partnership Concerns Hence as far as relates to the said Power of Attorney and the Subject Matter of this Suit the said Oliver Colt is as any Other indifferent person, who may Chuse to employ the said House of Colt Baker and Company as his or their agent, and thereupon Executes a Power of Attorney In such Cases the Authority is not given Jointly or Severally that being Super-fluous and unnecessary the act of one of the said Partners Signing for the said Firm being the act of the whole wherefore these Repliants do humbly insist that the said authority from the said Oliver Colt to these Repliants forming the Firm of Colt Baker and Company is well pursued and they thereupon pray that the said Exceptions to the Power of attorney brought forward Most irregularly in the Shape of a Demurrer, May be over ruled with Costs more-particularly so as the Object of the Defendant seems to be to procrastinate, and delay the payment

of his Bond by every Species of delay and cavil - And these Repliants further say that as the said Tombo Chitty has so cautiously avoided entering into the merits of this Suit that it is necessary for these Repliants to State the Consideration for which the Bond was granted as well as other circumstances attending the transaction And thereupon these Repliants pray leave to setforth that Nagapah Chetty one of the Obligors in the said Bond named was Dubash to William Balfour and Oliver Colt under the firm of Balfour and Colt as he also was to the preceding and Subsequent firms of the said House, That a Considerable Share of Confidence was placed in him being entrusted with the disposal of their Consignments and in General with the purchase and Sale of their Goods and Merchandizes and these Repliants further say that on or about the first day of September which was in the year one Thousand Seven Hundred and Ninety two The Ship Phania having arrived with a large Cargo of Rice Consigned to the said Balfour and Colt the said Nagapah Chitty was directed to look out for Purchasers for the same which he accordingly did and soon afterwards acquainted his Employers that himself, Chellapah Chitty, Condapah Chitty and the Defendant Tombo Chitty had agreed to purchase the whole and

these

these Repleants further say that ready Money
was not paid on account of the said Rice, But
in lieu thereof the Bonds upon which the present
Suit is foundedo was granted, and deliveredo by the
said Nagapah Chitty to his Employer the said—
Balfour and Colt with which Security they were
perfectly satisfied as the different obligors were
all Considered as men in opulent Circumstances
but particularly the Defendant Tomboo Chitty —
And these Repleants further say that Considerable
Sums were paid on account of the said Bond by
the said Nagapah Chitty in his life time who
being Dubash of the House Collected from the
other obligors their respective Shares, That after his
death an account was made up and payment of
the balance demanded from the said Defendant
Tomboo Chitty but no attention being paid thereto the
Bond was placed in the hands of these Repliants
attorny and did there alledge that he was exonerated
from the said Bond by reason of an Agreement
given him by Nagapah Chitty who for a certain
Consideration therein expressed had taken his —
Share on himself, upon which their said said attorney
observed to the said Tomboo Chitty that the private
Agreements which existed between him and the said

Nagapah Chitty Could not defeat or release his
obligation to Balfour and Colt which would be binding
upon him until the said Bond was discharged And
these Repliants further say that upon making further
inquiries into this matter they discovered that the
said Tomboo Chitty soon after the death of the said
Nagapah Chitty sent for one of his near relations who
is in the Service of these Repliants and with the
view of the Circumstance being Communicated to these
Repliants. He stated that the said Nagapah Chitty
had given him an agreement bearing equal date with
the said Bond whereby he the said Tomboo Chitty was
exonerated from all responsibility the said Nagapah
Chitty having undertaken to be Answerable for
his particular quota or Share And these Repliants
further say that upon the said person asking the said
Tomboo Chitty if the alledged Agreement was in his
possession he replied that it was and afterwards
delivered him a Copy of it a true translation whereof
these Repliants have hereunto annexed for the
Inspection of this Honble Court the Original whereof
these Repliants suppose is in the possession of the
said Tomboo Chitty. and these Repliants further say
that all these Circumstances are well known to the
said Tomboo Chitty which renders his Conduct highly

unaccountable

unaccountable in denying the debt in General terms when in his own mind he is Conscious that he is one of the Parties engaged in Purchasing the said Rice and that having executed this Bond for the Same he is jointly and Seperately answerable with the other Obligors until the whole is paid off and discharged, Notwithstanding this agreement with the said Nagapah Chitty And these Repliants further say that they have lately discovered from the answer of the Executors of Nagapah Chitty, that the Sum of Two Thousands Pagodas paid as part of one Years Interest on account of the said Bond has been omitted to be Credited which omission these Repliants are ready and willing to rectify and do hereby Submit to have the Same deducted from the amount for which they have brought their action But as regards another Receipt for the Sum of Fife Thousands Pagodas and for which the Said Executors have also sought Credit in their answer these Repliants say that the Monies paid thereon had no connection with the Bond in question—

All which Matters and things these Repliants are ready and willing to aver maintain and prove as this Honble Court shall direct and humbly pray as in and by their said

Bill they have already rprayed—

J. Chalmer
Atty for Respt.—

Filed 17th May
1790—

The Rejoinder of Tamboa
Chitty of Madras Inhabitant one
of the Defendants to the Replica-
tion of Frank Day of the same
place Merchant only Executor in India
of the Last Will and Testament of William
Balfour Deceased and Oliver Colt late of
Madras Merchant but now of the City of
London by his attornies Oliver Colt Clk. Baker
and Frank day under the firm of Colt & Baker
and company Complainants—

This Defendant now and at all times
hereafter Saving and reserving to himself all and all
manner of benefit and advantage of Exception to the
many Errors untruths uncertainties Insufficiencies
and imperfections in the complainants said Replication
contained for Rejoinder thereunto or unto so much
thereof as this Defendant is advised is matereal
or necessary for him doth say That his Demurrer and
answer and the Several Matters and things therein

contained

Contained are good true certain and Sufficient in
the Law to be replied unto and that the Repliants
Said Replication is very evasive and insufficient to
be by this Defendant Rejoined unto And for
further Rejoinder this Defendant Conceiving the
insinuation of litegiousness and irregularity made
material part of the Said Replication and viewing
the reasoning of the Said Repliants against the
Substance of the Demurrer as Comparatively of Small
importance We this Defendant will under the
indulgence of this Honble Court proceed Contrary
to the Method of the Said Replication and first
discuss the Latter part thereof _ That this Defendants
Objections to the Bill of Complaint of the Said
Repliants Should have been in the form of Exceptions
instead of that of a Demurrer is an assertion for
which this Defendant hath in vain endeavoured
to discover any even Specious Grounds Submitting
himself herein to the wisdom of this Honble Court
and ready to yield his opinion to the Superior
Knowledge of the Said Repliants when Cause
Shall be Shewn this Defendant Saith that he
hath ever understood a Demurrer to be the only
regular Form of Objection to a Bill of Complaint
and

the Reason thereof this Defendant understands to be that while all the other pleadings have in their ultimate reference to the Bill and in their intermediate reference to each other a fexed Standard and Critirion whereby their Sufficiency or insufficiency relevancy or irrelevancy may be determined the Bill alone hath no prototype wherewith it may be compared the only Standards by which it can be tried are the Law of the Land & the practice of Courts and Objections arising on either of those Grounds will not be denied to be purely and properly matter of Demurrer - But the Repli- -ants apparently forgetting the tendency of their reaso- -ning just noticed are Content to call the Demurrer in Question the Second Demurrer in Order from thence to argue a disposition in this Defendant to procrastina- tion and Cavil This Surely is arguing about words - For on the principles of the Repliants the said Demurrer is in Substance an Exception and if it had been so inform also the same delay would have followed there remains then nought but a Name to support their information - This Defendant avows that the Demurrer in question is this Second Demurrer but Contends that no inference can thence be drawn to its prejudice - The Justness and propriety of the first was unequivocally recognized by the immediate amendment of the Bill which circumstance if it can at all affect the present

Demurrer Must do so by affording a presumption
in its favour on the grounds that this Defendants
former objection was well founded — This Defendant
now recurring to the reasons urged by the Replidants
against the Substance of the Demurrer doth
that by his said Bill of Complaint he
Defendant did rather point out a vicious redun-
dancy in the power of attorney alluded to than
any want He did not say nor intends that the
Tenor of the said power was not strictly pursued
in the Bill of Complaint but argued that it could
not be pursued with Effect — He admits that all
the absurdity of the power is faithfully preserved in
the Bill but he Contends that it is equally fatal in
both — And this Defendant doth hope that he Court
with the said Replicants perceive the inconvenience
that would result from admitting the tendency of
the Demurrer in its full Extent — For in the matter
now before this Honble Court without supposing
in the Complainant any knowledge of the nature and
Effect of a Power of attorney or even any acquaintance
with the familiar forms of business the meer light
of reason aided by the most Common attention
would have suggested to them to enquire for the

Remained in Europe The next argument offered by the Repliants consists of Two Members which as far as this Defendant can perceive are destructive of each other We this Defendant will therefore Content himself to range them in Such Order as may best shew their opposition and so leave them to Combat each other — The latter Member asserts that the act of one partner signing for the Firm is the act of the whole which if it means any thing in the present question must Mean that one partner can also Sue for the whole and in Substance this that the Firm is a Corporation — The former Member views the Constituent in the Said power of attorney as an indifferent person wholly unconnected with the House from which this Defendant Can forsee no other Effect but this That by Such Supposition the Said Constituent is precluded from all benefit of that Corporate power which the other Member of the Said Argument Supposes to exist in the Firm — The reasoning of the Said Repliants to Shew that the admission of the Demurrer would give birth to Consequences not only incompetent but absurd this Defendant hath now examined and he will hopes Confuted in detail and this he hath done rather to point out to the

Repliants wherein they were deceived than outs of any apprehen-
sion from the force of their arguments which as was therein
before Suggested he this Defendant doth not Consider as dangerous
To the whole Train of them indeed there is one general answer
equally Simple and Conclusive: To wit — That where as in the
present case the Law is positive and its Sense Clear reasons
of Expediency however Cogent can have no place and deduc-
tions ad Absurdum however plausible must be Salacious —
And for further Rejoinder this Defendant doth again
deny to Stand indebted to the Said Repliants as Charged
in their Bill of Complaint and he this Defendant is
well convenced that even if the Said Repliants had
Sufficcent powers to Sue they Could establish no debt
whatever against him this Defendant —

All which matters and things
this Defendant is ready and willing to aver maintain
and prove as this Honble Court Shall be pleased to
direct and most Humbly prays as in and by his Said
answer he hath already prayed —

J. Welkenson
Attys for Defts —

The amended Rejoinder of Lombo Chitty of Madras inhabitants one of the Defendants named in the Bill of complaint of Franks Day of the same place merchant only Executor in India of the last will and Testa=ment of william Balfour Deceased and Oliver Colt late of Madras Merchant but non of the City of London by his attornies Oliver Colt Charles Baker and Franks Day under the Firm of Colt Baker and Company to the amended Replication of the said Complainants

This Defendant now and at all times hereafter Saving and reserving to himself all and All Manner of benefit and advantage of Exception to the Many Errors untruths uncertainties insufficiencies and imperfections in the Repliants said amended replication Contained for Rejoinder thereunto saith that his this Defendant Demurrer and answer and the Several Matters and things therein contained are good true certain and Sufficient in the Law to be replied unto and that the Repliants said amended Replication is very evasive and insufficient to be by him this Defendant rejoined unto And for further Rejoinder this Defendants saith that his this Defen=dants Demurrer rests upon one Simple Principle of Law to

to wit that an authority must be executed Strictly or not at all If this be admitted which this Defendant trusts it Cannot fail to be the Resedue of the said Demurrer Amounts to demonstration — The Repliants in their said Replication aver that the power of Attorney a true Copy whereof hath been reproduced in this Cause Contains a full and Clear Authority to bring and Support the present action in the manner in which it hath been instituted But if they the Repliants had Supplied that which was and is necessary to compleat the Construction and thesense of this Paragraph to wit if they had set forth to whom the said Power did Contain a full and Sufficient authority they must then of themselves have shewn that the said Power did also Contain a fatal absurdity which for ever Cut off the possibility of carrying such Authority Strictly or ever rationally into Execution. for they must have said either that the said authority was to Oliver Bolt Charles Baker and Frank Day or that it was to the House or Firm of Bolt Baker and Company In the former case the absurdity would have been palpable for that Oliver Bolt should be his own Attorney is Contrary to the very definition of an attorney and he being included there would remain but two to execute an Authority granted without Severalty to three and in the latter

have been manefest that the Firm House or
Firm was a suppositions thing Substituted for the
individuals composing it and Arbitrarits Supposed
to be rested with Such Faculties and priviledges as
the Exigency of the Repliants required The Repliants
were well aware of this Dilimma and Cautiously
though rather awkwardly avoided it and so far
hath their caution been carried that in the whole
course of the said Replication it has never Once
escaped them to mention the Attornies of the Said-
Oliver Colt otherwise than Collectively and as the
House of Colt Baker and Company and wherein they
are so mentioned the Same Supposition above alluded
to uniformly recurs for which Supposition no Shadon
of authority is assigned in the said replication
nor even any reason unless aloose assertion to the
following Effect May be so Called that when an
indifferent person employs a House or Firm to be
his asent a joint or Several authority is Superfluous
and unnecessary the act of one Partner Signing
for the Firm being the act of the whole upon
the truth of this Paragraph Considered in itself
this Defendant will only Observe that from the
particular act of Signing a General Principle is
denied applicable to all acts whatever further Comment
would be needless but touching the Law which

it

it would indicate of which it aims however
weakly to support this Defendant saith that
in any Copartnership not Corporate the Law sees
nothing but two or more Individuals associated
under certain stipulations which may regulate
their joint Concerns but cannot affect nor be
given in Evidence of a Power granted to them
by an indifferent person such a Power can have no
reference to their mutual Engagements but must
be explained beStrictly pursued by the individuals
of such Copartnership jointly if by express words
or received Construction the Power is joint or severally
if the Power so authorize And this Defendant
denies that the Doctrine here laid down or the
admission of the Demurrer or of thereasons thereof
would entail any inconvenience upon theCopart-
-nership Concerns or upon any
others The Sanciful hardships pourtrayed by the
repliants can only arise as in this instance
from the careless omission or rash Exclusion of
those necessary words which the Law requires to
define the measure of authority And this Defen-
-dants saith that in urging his legal objections
to the present action in the form of a
Demurrer which form is by there pleadings stig-
-matized with the Epithet of most

he this Defendants has been guided by a very high legal authority to wit that of Lord Hobart quoted by Bacon Volume 4th page 133 of his Abridgement in these words " The Law requires in a pleading two things 1st That it be in matter Sufficient. 2nd That it be deduced and Expressed according to the Forms of Law and it either one or the other be wanting it is Cause of Demurrer" Now this Defendants Objection being to the insufficiency of the matter Comes plainly under the Rule and so if she hath erred she hath done so under Such an Authority as ought at least to Shield him from the angry imputations of the repliante but which she rather hopes will lead this Honble Court fully to recognize the Correctness of the said Demurrer in as for as regards the form thereof whatremains of the said Replication is no longer Argumentative but purely historical containing a pretended narrative of Transactions which the said Repliants affect to think this Defendant Should have set forth in his answer this Defendant Saith that she did and doth Conceive no more to be incumbent on him in answering the Bill of Complaint of the Repliants than to controvert the Substantive Charges and and answer the interrogatory parts

thereof

thereof If he hath donelefs the Repliants had their remedy by Exception But this Defendant doth fear from thinking it neceſsary in his answer to Enter into any such details as are Cantained in the said Replication doth not even now Suhow those details if they were Correct bear upon the question at ijsue neither doth he this Defendant perceive in the elaborate narrative of the Repliants aught but a foreign and impertinent Superfluity liable on the best of grounds to be excepted to by this Defendant and which he for bears to do partly from a wish not to Clog the Cause by Multiplicity of pleadings and partly in order to merit from the Repliants a retraction of that insinuation of theirs about Cavil and delay with which as with a Multitude of other terms opprobrium and reproach they have most unmercifully loaded this Defendant

All which Matters and things this Defendant is ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained—

John Welkenson

Filed 20 Dec.r 1796—

The Generall Rejoinder of Tayapah Moodelly Coolapah Chitty and Vencataroya Soo Executors of Nagapah Chitty Deceased Defendts to the Seperate Replication of Frans.o Day Executar of William Balfour Deceased by Oliver Cott Charles Baker and Frans.o Day Complainants

These Defendants now and at all times hereafter Saving and reserving unto themselves all and all manner of Benefit and advantage of Exception to the Many Errors untruths uncertainties Insufficiencies and Imperfections in the Complainants said Seperate Replication contained for Rejoinder thereunto Say that they will aver Maintain and Prove all and Singular the Matters and things contained in these Defendants Plea and Answer to be good Certain true and Sufficient in the Law to be Replied unto in Such Manner and form as the Same is therein and thereby Setforth and alledged and that the Said Replication is very untrue evasive and insufficient for the Defendants to make any further or other answer thereunto Except what they have before in their said Plea and Answer Setforth—

All which Matters and things these Defents are ready and willing to verify and Prove as this Honble Court Shall direct and most humbly pray

as—

as in and by their said Plea and answer they have already Prayed—

C Samuel

attf. for Defts

Interrogatories to be Administered to and to be produced, Sworn and Examined on a certain Cause now Depending and at Issue in the Honble the Mayors Court at Madrasipatanam wherein Franke Day Executor of William Balfour Deceased and Olivier Colt by his attornies Olivier Colt, Charles Baker and Franke Day are Complainants and Tomboo Chitty, Condapah Chitty and Chellapah Chitty and Benjamin Roebuck Tyapah Moodaly Coolapah Chitty and Vencataroyloo Brameny Executors of Nagapah Chitty deceased are Defendants

On the part and behalf of the Complainant

To all the Witnesses

Interrogatory 1st Do you Know the parties Complainants and Defendants in the Title of these Interrogatories named or either and which of them and how long have you so Known them or either and which of them Declare—

Chonachellum

Interrogatory 2 were you or were you not Cash or Keeper in the Service of William Balfour and Olivier Colt ...

in the Title of these Interrogatories named under the Firm of Balfour and Colt. If yea were you in the Service of the said Firm when the Bond upon which the present Suit is Founded was Executed by Tamboo Chitty Nagapah Chitty and others for the Principal Sum of Thirty Nine Thousand and Thirty Pagodas Thirty one Fanams & forty Cash, and have you or have you not Continued in the Service of the Succeeding Firms in the same Capacity or in any other and what Capacity; Look at the two Receipts or Exhibits now produced and Shewn to you at this the time of your Examination, the one purporting to be a Receipt for the Sum of Five Thousand Pagodas the other a receipt for the Sum of Two Thousand Pagodas and Signed by the Firm of Colt, Baker and Company, were you or were you not Cash Keeper to the Firm of Colt, Baker and Company at the time the said receipts were granted and was or was not the said Monies Entered in the Original Cash Books Kept by you at the periods when they were respectively paid Set forth the same and the truth declare

Chonachellum Interrogatory 3rd was or was not Nagapah Chitty in the said Receipts Mentioned the Head Dubash of Balfour and Colt and also to the Succeeding Firms to the time of his Death If yea, Did or did not the said Nagapah Chitty when he paid Money into the House always give direction to what account it was to be received or placed

Look

Look again at the Receipt or Exhibit for the Sum of five Thousand Pagodas and Say whether directions were or were not given by the said Nagapah Chitty or by any person on his behalf to place the same to the account of the Bond upon which the present action is founded or if not to that particular account, then Set forth and say to what account the said Sum was directed to be placed and in what Manner the Entry was made Have you or have you not Lately and Carefully or how otherwise Compared the Cash Entry in respect to the said Sum of Five Thousand Pagodas with the other Books of the House If yea do the said Books agree with the Original Cash Book in respect to the said Entry was or was not a particular account kept in the Books of the House with the said Bond and in what Manner was the said account headed Was or was not all the Monies paid on account of the said Bond Entered therein Declare

Ramasawmy Interrogatory 4th were you or were you not Employed and by whom to Examine and make up the accounts of the firms of Balfour and Colt and Colt Baker and Company with the Estate of Nagapah Chitty in the Tittle of these Interrogatories named If yea, what Balances appear due from the Estate to the

Said Firms respectively Look at the Exhibit now produced and Shewn to you at this the time of your Examination purporting to be a receipt for five Thousand Pagodas Have you or Have you not lately and at whose desire Examined the accounts in regards to the Said payment If yea Set forth on what particular account the Said payment was made and whether it has any Connection with the Bonds upon which the present action is founded and the truth declare—

Chonachellum and George Fonseca

Interrogatory 5th Are you or are you not well acquainted with the Character and Manner of Hand writing of Oliver Colt in the Title of these Interrogatories Named If yea Look at the Exhibit now produced and Shewn to you at this the time of your Examination purporting to be a Letter of Attorney from the Said Oliver Colt To the Name Oliver Colt Set and Subscribed to the foot of the Said Letter of Attorney of the proper Hand writing of the said Oliver Colt. Set forth the same and the Truth Declare—

To all the Witnesses

Interrogatory Last Do you Know of any other Matter Cause or things that may tend to the benefit and advantage of the Complainants in this Cause If yea Set forth the same fully as if you had been

been thereunto particularly interrogated—

L Chalmer
Atty for Compt.

Fort St. George 2d October 1794 Received from Nagapah Chitty the Sum of Five Thousand Star Pags on Account—

Colt Baker & Co

5000 Pags

This Exhibit was shown to Chonachellum & Rama Sawmy at the Respective times of their Examination before me on the Part of the Complainants In a certain Cause now depending in the Worble the Mayors Court at Madraspatnam wherein the said Frank Day Executor of William Balfour deceased & Oliver Colt Charles Baker & Frank Day Exors Tombo Chitty Condapah Chitty & Chellapah Chitty & Benjamin Roebuck Tyapah Moodelly Coolapah Chitty, and Vencataroyloo Brauminy, Executor of Nagapah Chitty deceased was on the 24th Day of March Anno Domini 1798—

George Lyd
Cr

Fort St. George 29th April 1794 Received of Nagapah Chitty the Sum of Two Thousand Star Pagodas being Part of one year Interest on a Bond given by Tomboo Chitty Nagapah Chitty Condapah Chitty, & Chellapah Chitty to Balfour & Colt dated 1st Oct.r 1792 p.r Ps. 3030. 31 40-

Colt Baker for

Ps. 2000

This Exhibit was Shown to Chonachellum at the time of his Examination before me on the Part of the Complainants In a certain Cause now depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Frank Day Executor of William Balfour deceased & Oliver Colt by his attorneys Oliver Colt Charles Baker & Frank Day ~~then~~ Tomboo Chitty, Candapah Chitty & Chellapah Chitty & Benjamin Roebuck, Nyapah Moodelly Coolapah-Chitty, & Venkatarayloo Bramony, Executors of Nagapah Chitty Deceased, was on the 24th Day of March Anno Domini 98-

Geo.e Lyall

Ca.r

Sold by

Know all Men by these Presents I Oliver Colt late of Madras, but now residing in Manchester Square, in the County of Middlesex Have made ordained constituted and appointed and by these presents do make

ordain

ordain Constitute and appoint Charles Baker Frank Day &
William Hurt Eqüires of Madras Merchants jointly &
Severally my true and lawful attorney or attornies for me
and in my name and for my use to ask demand and
receive of and from all and every Person or Persons whom
it doth shall or may Concern all Such Sum and Sums of
Money Debts Dues Duties Effects Claims and Demands
whatsoever as now are or at any time or times hereafter shall
or may become due owing or payable or belonging to me either
for Rent or by Bond Bill Book Note account or by any
other ways or Means whatsoever or howsoever and upon
nonpayment thereof the Said Person or Persons so indebted
to me their Executors administrators and Goods for me
and in my Name to distrein sue arrest imprison implead
and prosecute for the same and upon Such Suit to proceed to
Judgment and Execution and thereupon the Said Person or Persons
so Indebted to me their Executors and administrators in Prison
to hold and keep until Payment thereof be Made with all
Costs and Damages Sustained and to be Sustained by reason
of the detaining of the Same And if need be to Compound
and agree for the Same and upon Payment thereof or of Such
composition for the Same the Said Person or Persons so
indebted to me their Executors and administrators forth of
Prison to Discharge and acquittances for the Same or any
part thereof or Such composition for the Same for me

and in My Name to Make Seal and deliver and one attorney or more under Me to Substitute and at Pleasure to revoke And Generally to do perform and execute all and every other lawfull and reasonable Acts and Things whatsoever both for obtaining and Discharging the Same as Shall be needfull to be done in and about the Execution of the Premisses Giving and by these Presents Granting unto my Said Attorney or Attornies or their Substitutes and Assigns full and absolute Power and Authority in the Premisses Ratifying and holding firm and valid all and whatsoever my Said Attorney or Attornies or their Substitutes or Assigns or any of them Shall lawfully do or Cause to be done in and about the Premisses by Virtue of these Presents In Witness whereof I have hereunto Set My Hand and Seal the Second day of January in the year one Thousand Seven Hundred and Ninety Six —

Sealed and delivered
being first duly Stampt
in the presence of

Richd Tuckwell

Jno Wm Lubbock

Oliver Colt (L.S.)

This Exhibit was shown to Chonachellam

&

& George Lowne at the respective times of their Examination before me on the Part of the Complainants In a certain Cause now depending In the Honble the Mayors Court at Madraspatnam wherein the said Frank Day Executor of William Balfour deceased & Oliver Colt by his attorneys Oliver Colt Charles Baker & Frank Day Plts and Tombee Chitty, Condapah Chitty & Chellapah Chitty & Benjamin Roebuck Tyapah Moody Coolapah Chitty & Vencataroyloo Braminy Executors of Nagapah Chitty deceased was on the 24th day of March Anno Domini 1798—

George Lys

Esq.

Interrogatories to be administered to Witnesses to be produced, Sworn and examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Frank Day Executor to Willm Balfour deceased and Oliver Colt by his attornies Oliver Colt, Charles Baker and Frank Day are Complainants and Tombee Chitty, Condapah Chitty and Chellapah Chitty and Benjamin Roebuck, Tyapah Moodelly & Coolapah Chitty and Vencataroyloo Braminy Executor of Nagapah Chitty Deceased are Defendants

On the part and behalf of the Complainants

To all the Witnesses-

1st Interrogatory Do you Know the parties Complainants and Defendants in the title of these Interrogatories

named, or either and which of them, and how long have
you so known them or either and which of them Declare

Sawmy Chitty Interrogatory 2nd Look at the paper writing now produced
and Shewn to you at this the time of your examination
purporting to be a Bond or written Obligation from Nagapah
Chitty deceased and Tamboo Chitty and others in the title
of these Interrogatories named to William Balfour and
Oliver Coll also in the Title of these Interrogatories named
Did or did not the said Tamboo Chitty same time and
how long after the death of the said Nagapah Chitty Speak
to you about a certain agreement given on account of the said
Bond by the said Nagapah Chitty If yea what was the
Object and purport of the said agreement and what particu-
=cular Conversation passed therein was or was not a Copy
of the said agreement delivered to you by the said
Tamboo Chitty If yea, Look at the paper writing now
produced and Shewn to you at this the time of your Examina-
tion and Declare whether it is the same which was
Delivered to you by the said Tamboo Chitty

George Chalmer Interrogatory 3d Are you or are you not attorney
for the Complainants in this Suit If yea Did
you or did you not previous to its Institution write to
the Defendant Tamboo Chitty demanding payment of
the Bond upon which the same is brought Did the
said Tamboo Chitty call upon you in Consequence thereof

and

and did any Conversation take place respecting the said Bond? If yea relate in a full and particular manner the Conversation that passed as you remember and the truth Declare—

Annah Pillay Interrogatory 4th Were you or were you not in the Service of Nagapah Chetty deceased and in what Capacity Look at the Paper writing now produced and Shewn to you at this the time of your Examination purporting to be the Copy of an agreement from the said Negapah Chitty Deceased to Soobaa Chitty in the Title of these Interrogatories named, Did you ever see the Original of the said agreement or paper writing If yea in whose Custody or possession was it. For what particular purpose was the said agreement given by the said Negapah Chitty, as you know or have heard, Setforth every Matter respecting the said agreement fully and at large and the truth. Declare—

To all the Interrogatary Last Do you know of any other Witnesses matter Causes or thing that may tend to the benefit and advantage of the complainants in this Cause If yea Setforth the same fully as if you had been thereunto particularly Interrogated—

J. Forge Chalmers

(Copy)

Translation of an Agreement given by Nagapan
Son of Nagacooty Chittyar of Madras to Tomboo Chittyar
Son of Mootumaury Chittyar the Company Merchant
Dated 1st September 1792-

The Shares of the Rice which
was purchased from Messrs. Belfour & Colt are as follow
your Share is 1/3 my Share is 3/3 Margam Candapa
-Chittyar's Share is 1/4 Agespanthom Chellapa Chittyar's
Share is 1/4 Shall One Share, you have Settled 50 Fifty
Pagodas as a Benefit for your 1/3 Share and therefore
I do hereby agree to Enjoy or Bear the Profit & Loss
for your 1/3 Share and my 3/3 Share and you have
nothing to do with the same you have Signed only
on the Bonds which was Exented to Messrs. Balfour
& Colt you have no Manner of Concern or Connec-
-tion with it I am to be Responsible for the Money
Regarding the Shares and every thing thus I have
Voluntarely given you this agreement Witnesses Venkatarayar
& Perumall Chitty by their knowledge Drawn & Signed by
my own hand Writing Nagapan

Witness Signed
Venkataroyan

A True Translation as near as can
be from the Malabar Language
Ranganaudom-
Interpreter-

388

This Cahibit was Shewn to Annapillay and Sawmy Chitty at the respective times of their Examination before me on the Part of the Complainants In a Certain Cause now depending and at issue in the Honble the Mayors Court at Madraspatnam wherein Franks Day Excr. of William Balfour Deceased and Oliver Colt by his Attr. Oliver Colt Charles Baker & Franks Day are Complainants and Tombo Chitty Condapa Chitty and Chellapa Chitty and Benjamin Rochucks Tyapah Moodelly Coolapa Chitty and Vencataroyaloo Bramany Executors of Vagapah Chitty Deceased Defendants on the 19th November Anno Domini 1796—

Thomas Parry

Cr.

Star Pagodas 75000.—
Star Cyaphas— 39030.
31—40.

Know all Men by these Presents, that We Tomboo Chitty, Nagapah Chitty, Condapah Chitty & Chellapah Chitty of Fort St George Merchants are jointly & Severally held and firmly Bound unto Messrs William Balfour & Oliver Colt of the Same place in the speral Sum of Seventy eight Thousands & Sixty one Star Pagodas & eighteen Fanams to the spayment wereof well and truly, to be made to the Said Messrs William Balfour & Oliver Colt their Heirs execu-tors administrators or Assigns We do Hereby bind ourselves our Heirs executors and administrators firmly by these Presents In Witness wHereof We have Hereunto set our Hands Seals in Fort St George this First day of September in the year one Thousand Seven Hundred and Sixty two

Wheras the above Bond Tomboo Chitty Nagapah Chitty Condapah Chitty & Chellapah Chitty Borrowed and received of the above named Messrs William Balfour & Oliver Colt the Full and just Sum of Thirty Nine Thousand & Thirty Star Pagodas Thirty one Fanams & Forty Cash on Half the amount thereof to be spaid in Gold & the remaining one Half in Company Arcot Rupees at the Exchange of 368 p 100 Pags to run at interest at the rate of Twelve p cent p Annum & spayable on the 1st November next without Interest & after that spriod Interest to Commence at the rate of

Twelve

Twelve pr. Cent of Annum until this Bond be fully Discharged —

NOW the Condition of this Obligation is Such that if the above Bond Tamboo Chitty Nagapah Chitty Condapah Chitty & Chellapah Chitty their Heirs Executors, Administrators or Assigns the full and just Sum of Thirty Ninety Thousands & Thirty Star Pagodas Thirty one Fanams & Forty Cash together with Such Interest as Shall or May become due there upon then this Obligation to be void and of no Effect, otherwise to Continue in full Force and Vertue —

Signed Sealed and delivered where no Stampt Paper is to be had in the Presence of —

Tamboo Chitty (L.S.)
Nagapah Chitty (L.S.)
Condapah Chitty (L.S.)
Chellapah Chitty (L.S.)

Benjamin Greenwood
Jermalh

Fort St George 5th Febry 1794 Received of Nagapah Chitty the Sum of three Thousands Star Pagodas being part of one year Interest due on within Bond —

H.P. 3000 —

Colt Baker & Co.

Fort St. George December 1794 Received of Nagapah Chitty the Sum of Ten Thousands Star Pagodas being Part of within Bond

10000

Fort St. George 6 December 1794 Received of Nagapah Chitty the Sum of Four Thousand Six Hundred & Eighty three St.r Pagodas twenty eight fan.s & Seventy Seven Cash being one year Interest due on within Bond up to 8 November 1794

P.s 4683 28 77

Fort St. George 6 December 1794 Received of Nagapah Chitty the Sum of Five Thousand three Hundred & Sixteen Star Pagodas Thirteen fan.s & three Cash 5316-13-3 being Part of within Bond

Fort St. George 16 January 1795 Received of Nagapah Chitty the Sum of Six Thousand Star Pagodas being Part of within Bond

P.s 6000

Fort St George 3 February 1795 Received of Nagapah Chitty the Sum of nine Thousand Star Pagodas 9000/ being Part of within Bond

P.s 9000

This Exhibit was Shewn to Pernall Chitty and Sawmy Chitty at the respective times of their Examination before me on the Part of the Compt.s and Defendant Tamboo Chitty In a certain Cause now depending and at issue in the Hon.ble the Mayors Court at Madraspatnam wherein Franke Day Executor of Will.m Balfour deceased and Olivier Colt by his Att.s Olivier Colt Char.s Baker and

Frank Day are Complainants & Tomboo Chitty Condapa Chitty & Chellapa Chitty and Benjamin Roebuck Tyapa Moodelly Coolapa Chitty and Venkataroyaloo Braminy Executor of Nagapah Chitty Deceased Defendants on the 14th & 19th November Anno Domini 1796—

Thomas Parry Esq.

Between Frank. Day Executor of William Balfour deceased and Oliver Colt by his Attornies Oliver Colt Charles Baker and Frank Day are Complainants and Tomboo Chitty Condapah Chitty and Chellapah Chitty and Benjamin Roebuck Tyapah Moodelly Coolapah Chitty and Venkataroyaloo Braminy Executors of Nagapah Chitty Deceased are Defendants—

Mayors Court at Madraspatnam

On the Part of the Complainant

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

Sawmy Chitty Writer Inhabitant of Madras Aged twenty eight years being produced as a Witness in this Cause on the Part of the Complainants was on the nineteenth day of November one Thousand

Seven Hundreds and ninety Six Signified at the Office of Mr. John Welkinson who is Attorney for the Defendants by Casavah my Servant who also left Him a note of the Name Title and place of abode of the Said Deponent and afterwards on the Same day being Sworn and Examined deposeth as followeth—

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant Franke Day in this Cause and that he hath so known him Six years and that he doth know the other Complainant Oliver Colt in this Cause and that he hath so known him ten years and that he doth know the Defendant Tomboo Chitty in this Cause and that he hath so known him about Fifteen years and that he doth know the other Defendants Candapah Chitty and Chellapah Chitty in this Cause and that he hath so known them ten Years and that he doth know the other Defendant Benjamin Roebucke in this Cause and that he hath so known him ten years and that he doth know the other Defendant Tyapah Moodeliar in this Cause and that he hath so known him ten or Twelve years and that he doth know the other Defendant Coolapah Chitty in this Cause and that he hath so known him fifteen years and that he doth know the other Defendants Vincataroyaloo Broaming in this Cause and that he hath

So

So Known him ten years and more She Saith not to this first Interrogatory

2 ——— To the Second Interrogatory this Deponent Saith — looked at the Paper Writing now produced and Shewn to him at this the time of his Examination purporting to be a Bond or written Obligation from Nagapah Chitty Deceased and Tomboo Chitty and others in the Letter of these Interrogatories named to William Balfour and Oliver Coll also in the title of these Interrogatories named this Deponent Saith that the Saith Tomboo Chitty did about fifteen or twenty days after the death of the Said Nagapah Chitty Speake to this Deponent about a Certain agreement given on account of the Said Bond by the Saith Nagapah Chitty and did — inform this Deponent that She had taken an agreement from the Said Nagapah Chitty purporting that the Said Tomboo Chitty had nothing to do with the Bond abovementioned this Deponent Saith that a Copy of the Said agreement was delivered to this Deponent by the Said Tomboo Chitty this Deponent Saith looked at the Paper Writing now produced to him at this the time of his Examination and Declares it is the Same which was delivered to him by the Said Tomboo Chitty and more She Saith

not

Not to this or to the last Interrogatory

Thomas Parry Esr

P. Sawmy.

Between Franke Day Executor of William Balfour deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Franke Day are complainant and Tombo Chitty Candapah Chitty and Chellapah Chitty and Benjamin Roebuck Tyapah Moodelly Coolapah Chitty and Venkatarayaloo Braminy Executors of Nagapah Chitty Deceased are Defendants

Mayors Court at Madraspatnam

On the Part of the Complainant

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

George Chalmer one of the Attornies of the Honble the Mayors Court aged thirty three years being produced as a Witness in this Cause on the Part of the Complainants was on the twenty first day of November One Thousand Seven Hundred and ninety six Signified at the office of Mr. John Wilkenson who is Attorny for the Defendants by Casavah my Servant who

who also left Chim a Note of the name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth—

1st ——— To the first Interrogatory this Deponent Saith that he doth Know the Complainant Ramasa Dayan in this Cause and that he hath so known him eight years and that he doth know the other Complainant Oliver Colt in this Cause and that he hath so known him eight years and that he doth know the Defendant Tomboo Chitty in this Cause and that he hath so known him one year and an half but that he does not know the other Defendant Cundapah Chitty in this Cause and that he doth know the other Defendant Chellapah Chitty in this Cause a year and an half and that he doth know the other Defendant Benjamin Roebuck in this Cause and that he hath so known him eight years and that he doth know the other Defendant Syapah Moodelly in this Cause and that he hath so known him five or six years and that he doth not know the other Defendants Chellapah Chitty and Vencatarayaloo in this Cause and more he saith not to this first Interrogatory—

3 ——— To the third Interrogatory this Deponent Saith that he is Attorney for the Complainants in this Suit and that he did previous to its institution

Defendant Tomboo Chitty demanding payment of the
Bond on which the same is brought and that the said
Tomboo Chitty did call upon this Deponent in
Consequence thereof and that a Conversation did
take place respecting the said Bond which was
in substance as follows that when the said Tomboo
Chitty Come to this Deponent in Consequence of the said
Letter of demand this Deponent asked him to discharge
his Bond / meaning the Bond in question / upon which
the said Tomboo Chitty observed he had nothing to do
with it this Deponent then asked him if
he were not a party to it to which he replied
he was but that Nagapah Chitty deceased in the
title of these Interrogatories named had given an
agreement exonerating him the said Tomboo Chitty
from any responsibility on account of his Signature
to the said Bond this Deponent then observed that
the Complainants looked to his Security and that
the agreement entered into with Nagapah Chitty could
not effect their Claim on him in any respect and
advised him to avoid Obligation by paying the Bond
and to have recourse to the Executor of the said
Nagapah Chitty on account of the agreement or words
to that effect Notwithstanding which the said Tomboo
Chitty Continued to say that he did not think himself

answerable and more he saith not to this third
Interrogatory—
To the Last Interrogatory this Deponent saith that
he advised the Examination of Permall the Subscri-
bing Witness to the Bond in question as being
consistent with the Rules of Law but upon enquiry
it was found that he was not present at the
execution of the Bond having himself declared
to this Deponent the said Permall also declared
that he was in the Service of the said Nagapah Chitty
and in the transactions which the said Nagapah
Chitty had with the Firm of the Complainants
it some times happened that he procured the
Bonds to be executed and then brought them to
him the said Permall to be witnessed and more
he saith not to this last Interrogatory—

Thomas Parry Ea.r George Chalmer

Between Frank Day Executor of
William Balfour deceased and Olivier
Mayors Court at Madraspatnam Colt by his Attornies Olivier Colt Charles
Baker and Frank Day are complainants
and Tomboo Chitty, Condapah Chitty and
Libellants

Chellapah Chetty and Benjamin
Roebuck Tyapah Moodelly —
Coolapah Chitty and Vencataroyaloo
Brameny Executors of Nagapah
Chitty deceased are Defendants —
On the Part of the Complainants —

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

Anna Pillay Canicoply Inhabitant of Madras aged thirty two or thirty three years being produced as a Witness in this Cause on the Part of the Complainants was on the nineteenth day of November one Thousand Seven Hundreds and ninety six Signified at the Office of Mr. John Wilkenson who is Attorney for the Defendants by Casavah my Servant who left Chit as and afterwards on the same day being Sworn and Examined — deposeth as followeth —

To the First Interrogatory this Deponent Saith that she doth know the Complainant Frank Day in this Cause and that he hath so known him five or six years and that she doth know the other Complainant Olivier Colt in this Cause and that he hath so known him seven or eight years and that he doth

Know —

Know the Defendant Tomboo Chitty in this Cause. -
and that he hath so known them ten years and
that he doth know the other Defendants.
Cundapah Chitty and Chellapah Chitty in this
Cause and that he hath so known them eight
years and that he doth know the other Defendant.
Tyapah Moodeliar in this Cause and that he hath
so known him six or seven years and that he doth
know the other Defendant Benjamin Roebuck in
the Cause and that he hath so known him six
years and that he doth know the other Defen-
-dants Coolapah Chitty and Vencatarayaloo Braming
in this Cause and that he hath so known
them eight years and more he saith not
to this first Interrogatory —

To the fourth Interrogatory this Deponent saith
that he was in the Service of Nagapah Chitty
Deceased in the Capacity of a Canicopoy this
Deponent hath looked at the Paper Writing
now produced and shewn to him at this the time
of his examination purporting to be the Copy of
an Agreement from the said Nagapah Chitty
Deceased to Tomboo Chitty in the title of these
Interrogatories named and says that he has seen
the Original of the said Agreement or Paper Writing

and that it was in the xpossesion of Tamboo Chitty one of the Defendants this Deponent saith that the Said agreement was given by the Said Nagapah Chitty to the Said Tamboo Chitty who had xpurchased xpart of the Cargo of the Ships Phanix jointly with the Said Nagapah Chitty and Some others but wishing to gwe up his xpart in the xpurchase of the Said Cargo the Said Nagapah Chitty at the request of the Said Tamboo Chitty executed the Original agreement of which the Exhibit now xproduced is a Copy and More he Saith not to this or to the last Interrogatory

xsworn to

Thomas Parry

Exd.

Between Franks Day Executor of Wm. Balfour deceased & Oliver Colt by his Attornies Oliver Colt Chas. Baker and Franks Day are Complainants and

Mayors Court at Madraspatnam

Tamboo Chitty Condapah Chitty and Chellapah Chitty and Benjamin Roebuck Tyapah Moodelly Coolapah Chitty and Venkatarayloo Braming Executors of Nagapah Chitty deceased are Defendants

On the Part of the Complainants

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

Chinnachellum

Chonachellum Cash keeper Inhabitant of Madras Aged forty four years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the twenty fourth Day of March One Thousand Seven Hundred and ninety eight Signefied at the Office of Mr. James Stuart Hall who is Attorney for the Defendants by Durmanah My Servant who also left Him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st——— To the first Interrogatory this Deponent Saith that he doth Know Franke Day the Executor of Wm. Balfour Deceased in this Cause, and that he hath so known him Nine years or thereabouts, and that he doth know the Complainant Olivier Colt in this Cause and that he hath so known him fifteen years or thereabouts — and that he doth know the other Complainant Charles Baker in this Cause & that he hath so known him Eight years or thereabouts — and that he doth know the Defendant Benjamin Roebuck in this Cause and that he hath so known him twenty one years or thereabouts and that he doth know the other Defendants Tomboo Chitty, Condapah Chitty Chellapah Chitty Tyapah Moodelly Coolapah Chitty and Vencatarayalu Brauminy in this Cause and that he hath so known

them from fifteen to twenty years or thereabouts
and more she saith not to this first Interrogatory-
2—— To the Second Interrogatory this Deponent saith
that she was Cash Keeper in the Service of Wm.
Balfour and Oliver Colt in the title of these Interro-
-gatories Named under the Firm of Balfour —
and Colt and that she was in the said Firm —
when the Bond upon which the present Suit is
founded was executed by Tamboo Chitty & Nagapah Chitty
and others for the principal Sum of Thirty nine
Thousand and Thirty Pagodas Thirty One Fanams & forty
Cash and this Deponent saith that she has Continued
in the Service of the Succeeding Firms in the same
Capacity - This Deponent having looked at the
two Receipts or Exhibits now produced and —
shown to him at this the time of his examination,
the one purporting to be a receipt for the Sum
of Five Thousand Pagodas, the other a receipt for the
Sum of Two Thousand Pagodas, and signed by the
Firm of Colt Baker & Co. saith that she was Cash
Keeper to the Firm of Colt Baker & Co. at the time
the said receipts were granted - This Deponent —
saith that the said Monies were entered in the
Original Cash Book Kept by them at the Periods -
when they were respectively paid and more she

saith

Saith not to this Second Interrogatory—

3° —— To the Third Interrogatory this Deponent
Saith that Nagapah Chitty in the said receipt
mentioned was the Head Dubash of Balfour
and Catt, and also to the Succeeding Firm
to the time of his Death— and that the said
Nagapah Chitty when he paid Money
into the House always gave directions to what
account it was to be received & placed This
Deponent having again looked at the
receipt or Exhibit for the sum of Five Thousand
Pagodas Saith that directions were given
by the said Nagapah Chitty to place the same
to his account on account of Goods Sold and
not to the account of the Bond upon which
the present action is Grounded, and that the
Entry was made in this This Deponents Cash
Book on account of Goods Sold This Deponent Saith
that he has lately carefully compared the Cash
entry in respect to the said sum of Five Thousand
Pagodas with the other Books of the House
and that the said Books do agree with the original
Cash Book in respect to the said Entry— This
Deponent Saith that a particular account was
kept in the Books of the House with the said

Bond

Bond and that the said account was headed as follows — "James tate his account sale for Ship Pheenix received of Nagapah Chitty on apart of a Bond given by the said Nagapah Chitty Tamboo Chitty and others and this Depo= =nent saith that all the Monies apaid on account of the said Bonds were entered under the head of the said Bond, as above mentioned and more he saith not to this third Interrogatory —

th 5 —— To the Fifth Interrogatory this Deponent saith that he is well acquainted with the character and Manner of hand writing of Oliver Coll in the title of these Interrogatories named and having looked at the exhibit was so produced and shown to him at this the time of his examination apurporting to be a Letter of Attorney is of the apropper hand writing of the said Oliver Coll - and more he saith not to this or to the last Interrogatory —

Sworn and

George Lys

Ex.ᵗ

406

Between Frank Day Executor of Wm Balfour deceased and Oliver Colt by his attornis Oliver Colt Charles Baker and Frank Day are Complainants and Somboo Chitty, Condapah Chitty and Chellapah Chitty and Benjamin Roebuck Tyapah Moodelly Coolapah Chitty and Venkataroyloo Brameny Executors of Nagapah Chitty Deceased are Defendants.—

Mayors Court at Madraspatnam

On the Part of the Complainants

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

Rama Sawmy Writer Inhabitant of Madras Aged twenty nine years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the twenty Fourth Day of March one Thousand Seven hundred and ninety Eight Signified at the office of Mr James Stuart Hall who is attorney for the Defendants by Durmanah my Servant who also left him a note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth—

To——— To the first Interrogatory this Deponent Saith

that she doth Know Frank Day the Executor of Wm Balfour Deceased in this Cause and that she hath so Known him four years or thereabouts and that he does not Know the Complainant Olivier Colt in this Cause and that she doth Know the other Complaint Charles Baker attorney to Olivier Colt in this Cause, and that she hath so Known him four year or thereabouts - and that she Doth Know the Defendant Benjamin Roebuck in this Cause, & that she hath so Known him four years or thereabouts and that she doth Know the Defendant Tambo Chitty Tyapah Moodelly and Coolapah Chitty in this Cause and that she hath so Known them ten years or thereabouts and that she doth Know the Defendant Cuncatarooplan Branmy in this Cause and that she hath So Known him three years or thereants and that she does not Know the other Defendants Condapah Chitty and Chellapah Chitty in this Cause and more she saith not to this first Interrogatory

4th — To the Fourth Interrogatory this Deponent saith that she was employed by Messrs Baker Day and Hart to examine and make up the Accounts of the Firm of Balfour & Colt and Colt Baker & Co with

the

the Estate of Nagapaki Chitty in the Title of these interrogatories named — This Deponent saith that the Balances which appear due from the Estate to the said Firm respectively are as follows to the Firm of Balfour & Colt the Sum of One Lack Six Thousand and odd Pagodas This Deponent having perused the Exhibits now produced & shown to him at this the time of his Examination purporting to be a receipt for Five Thousand Pagodas saith that he has lately at the desire of Messrs. Baker Day & Hart examined the accounts in regard to the said payment this Deponent saith that the said Payment was made by Nagapah Chitty on account of Goods sold to Native Merchants and that it has not any Connection with the Bond upon which the present action is founded and more he saith not to this or to the last Interrogatory.

George Lyall
Exd.

J. P. Rama Sawmy By

Between Frank Day Executor
of William Balfour deceased and
Oliver Colt by his Attorneis Oliver Colt
Charles Baker and Frank Day are Compl.ts
and Tombo Chitty Condapah Chetty
and Chellapah Chitty and Benjamin
Roebuck Tyapah Moodelly Coolapah
Chitty and Venkataroyloo Brameny —
Executor of Nagapah Chitty deceased are
Defendants —

Mayors Court at Madraspatnam

One the Part of the Complainants

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

George Fonseca Writer Inhabitant of Madras Aged —
Twenty six years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the Twenty Fourth Day of March one Thousand Seven Hundred and Ninety Eight Signified at the Office of Mr. James Stuart Hall who is attorney for the Defendants by Durmanah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st — To the First Interrogatory this Deponent Saith that

he

She doth Know Frianke Day the Executor of William Balfour Deceased in this Cause and that She Hath so Known him ten years or thereabouts and that She doth Know the Complant Olivir Catt in this Cause, and that She hath so Known him five years or thereabouts and that She doth Know the other Complant Charles Baker in this Cause and that She hath so Known him four years or thereabouts - and that She doth Know the Defendant Benjamin Roebuck in this Cause and that She hath so Known him ten years or thereabouts and that She does not Know the other Defendants Tomboo Chitty, Condapah Chitty, Tyapah Moodelly, & Coolapah Chitty, in this Cause - and that She doth Know the Defendant Vencatanoyloo Brauming in this Cause and that She hath so Known him one Year or thereabouts and more She Saith not to this first Interrogatory -

5 To the Fifth Interrogatory this Deponent Saith that She is well acquainted with the Caracter and manner of hand writing of Olivir Catt in the Title of these Interrogatories Named

named and having looked at the Exhibit
now produced and shown to him at this the
time of his Examination purporting to be
a Letter of attorney from the said Oliver
Colt saith that the name Oliver Colt set
and subscribed to the foot of the said Letter
of attorney is of the proper hand writing of
the said Oliver Colt and more he saith not
to this or to the last Interrogatory —

George Lyall
Esq.

George Foncaca

Interrogatories to be admi-
nistered to such Witnesses as
shall be produced sworn and
examined in a certain cause now
Depending and at Issue in the
Hon^ble Mayors Court at Madras-
-patnam wherein Frank Day of
Madras Merchant only Executor in
India of the last Will and Testament
of William Belfour Deceased and Oliver
Colt late of Madras Merchant but
now —

man of the City of London by
his attornies Oliver Colt Charles
Baker and Frank Day under the
Firm of Colt Baker and Company
Complainants and Tamboo Chitty
of Madras Inhabitant one of the
Defendants —
On the part and behalf of the above
named Defendant

First Interrogatory
To all the Witnesses } Do you or do you not Know
the parties Complainants and Defendant in
the Title of these Interrogatories named if yea
How long have you so Known them or either and
which of them Declare —

Second Interrogatory
To Permaul Chitty } Look at the Exhibit now
produced to you at this the time of your
Examination purporting to be a Bond from Tamboo
Chitty, Nagapah Chitty, Candapah Chitty and
Chellapah Chitty of Fort Saint George Merchants
to Messrs William Balfour and Oliver Colt of
the same place and at the name Tamboo
Chitty thereunto appearing as of one of the

Said

Said obligors and at the name Permaul thereunto also appearing in the Malabar Language as being the name of one Witnessing the Execution of the Said Bond and declare whether the Said name Permaul so appearing to the Said Bond in the Malabar Language as aforesaid is or is not the Name and Character Hands writing of you the Witness and if yea whether or not you was present and did See the Said Tamboo Chitty Sign Seal and deliver the Said Bond as the attestation affixed to the Same and your Signature Set to Such attestation doth import or how otherwise—

Last Interrogatory
To all the Witnesses } Do you Know of any other matter or thing or have you heard or Can you Set forth any thing touching the Matter in question in this Cause that may tend to the benefit or advantage of the Defendant in the Settle of these Interrogatories named If you Declare the Same as you Know have been informed or do believe together with the reasons of Such your belief as fully as if you had been thereunto particularly Interrogated

J. Welkenson
atty for Deft.

Know All Men by these presents that I Oliver Colt have made ordained nominated, authorized Constitute and appointed and by these presents do make Constitute ordain nominate authorize and appoint the House of Messrs Colt Baker and Company to be my true certain and Lawfull attorney, for me and in my name and to and for my proper use and behalf to demand levy Sue for recover & receive by all Lawfull ways and Mean Whatsoever of & from all and every person & Persons Whomsoever whom it doth shall may concern all and every Such Sum and Sums of Money Debts Dues Goods Effects & things Whatsoever which now are and shall be and grow due owing payable, or belonging to me the said Oliver Colt upon or by vertue of any Bills Bond Book, or upon account of trading or dealing or upon any Account ways or means in any otherwise Howsoever and if need be to call to account & bring to a Beckoning all or any Person or Persons concerned in the Premises and upon Receipt and Recovery of all or any Such Sum or Sums of Money Debts Dues or Goods Effects or other things or any part thereof

Suffecient—

Sufficient Acquittences and Discharge for me
and in my Name from time to time and
to make and give Giving and by these
presents granting unto my said attorneys
full power and authority in and touching
the Premises to sue pursue arrest attach seize
Sequester implead imprison Condemn & prose-
-cute and thence and thereof again to acquit
discharge and out of prison to release also
for me to appear and my person to repre-
-sent in all or any Cir Court or Courts or other
places as demandant or defendant in any suit
action or appeal for or by reason of the
premises likewise one or more attorneys under
them to Set Substitute and appoint and again
at pleasure to revoke and Generally to do
act and perform all other Matters and
things in and towards the Premises requi-
-site and necessary as fully as I myself might
or Could do were I personally present & I do hereby
ratify and Confirm all and Singular whatsoever
my said attorneys or their Substitute shall
legally do or procure to be done in and touching
the Premises In Witness whereof I have hereunto
Set—

Know All Men by these presents that
I Olivier Colt have made ordained nominated,
authorized Constitute and appointed and by
these presents do make Constitute ordain nominate
authorize and appoint the House of Messrs Colt
Baker and Company to be my true certain and
Lawfull attorney, for me and in my name
and to and for my proper use and behalf
to demand levy sue for recover & receive by all
Lawfull ways and Mean Whatsoever of & from all
and every Person & Persons Whomsoever whom it
doth shall may Concern all and every Such
Sum and Sums of Money Debts Dues Goods
Effects & things Whatsoever which now are and shall
be and grow due owing payable, or belonging to me
the said Olivier Colt upon or by vertue of any Bills
Bond Book, or upon account of trading or dealing
or upon any Accout ways or means in any
otherwise howsoever and if need be to call to
account & bring to a Beckoning all or any
Person or Persons Concerned in the Premises
and upon Receipt and Recovery of all or any
Such Sum or Sums of Money Debts Dues or
Goods Effects or other things or any part thereof
Sufficient—

Sufficient Acquittences and Discharge for me
and in my Name from time to time and
to make and give Giving and by these
presents granting unto my said attorneys
full power and authority in and touching
the Premises to sue pursue arrest attach seize
Sequester implead in Prison Condemn & abro-
=cate and thence and thereof again to acquit
discharge and out of prison to release also
for me to appear and my person to repre-
=sent in all or any of Court or Courts or other
places as demandant or defendant in any suit
action or appeal for or by reason of the
premises likewise one or more attorneys under
them to set Substitute and appoint and again
at pleasure to revoke and Generally to do
act and perform all other Matters and
things in and towards the Premises requi-
=site and necessary as fully as I myself might
or Could do were I personally present & I do hereby
ratify and Confirm all and Singular whatsoever
my said attorneys or their Substitute shall
legally do or procure to be done in and touching
the Premises In Witness whereof I have hereunto
Set—

Set my Hand and Seal in Fort Saint George
aforesaid this 20th February 1794

Signed Sealed and Delivered / Signed / Oliver Colt
were no Stamped Paper is to be
in the Presence of

/Signed/ George Fanecoat
P. Sawmy

Collected and examined. with the
Original Powr of Attorney, how in the Court
of Appeals by the—

George Chalmer
Notary Publick

Mayors Court at Madraspatnam

Between Frank Day of Madras
Merchant and by Executor in India
of the last Will and Testament of
William Balfour deceased and
Oliver Colt late of Madras—
Merchant but now of the City
of London by his Attornies Oliver
Charles Baker and Frank Day
under

under the Firm of Colt Baker
and Company Complainants
and Tamboo Chitty of Madras
Inhabitant one of the Defendents-
On the Part of the Defendant

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

Permaul Chitty Merchant Inhabitant of Madras
aged twenty eight years or thereabouts being produced
as Witness in this Cause On the Part of the Defendant Tambo
Chitty was on the fourteenth day of November one Thousand
Seven hundred and ninety Six Sworn at the Office
of Mr. George Chalmer who is attorney for the Complai-
nants by Casewah my Servant who also left him a
note of the name Title and place of abode of the said
Deponent and afterwards on the same day being
Sworn and Examined deposeth as followeth—

1st —— To the first Interrogatory this Deponent saith
that she doth Know the Complainant Frank
Day in this Cause and that he hath so
Known him Seven or eight years and that he
doth Know the other Complainant Oliver Colt
in this Cause and that he hath so Known
him Seven or eight years and that he doth

Know

Know the Defendant Tomboo Chitty in this Cause and that she hath so Known him from his this Deponents Infancy and more she saith not to this

2.d ——— To the Second Interrogatory this Deponent hath looked at the Exhibit now produced and shewn to him at this the time of his Examination purporting to be a Bond from Tomboo Chitty Nagapah Chitty Condapah Chitty and Chellapah Chitty to Fort St. George Merchants to Messrs. Wm Balfour and Oliver Colt of the same place and at the name Tombas Chitty thereunto appearing as one of the said Obligors and at the name Permaul thereunto also appearing in the Malabar language as being the Name of one witnessing the execution of the said Bond and says that the name Permaul so appearing to the said Bond in the Malabar Language as aforesaid is the name and proper hand writing of this Deponent but this Deponent by this Deponent saith that he was not present nor did he see the said Tomboo Chitty Sign Seal and deliver the said Bond as the attestation affixed to the same and his Deponents

Signature

Signature to such attestation doth import but this Deponent Saith he Signed his name as a Witness to the Said Bonds at the request of the late Nagapah Chitty deceased to whom this Deponent was Cash-Keeper at that time and more he Saith not to this or to the last Interrogatory -

Benjamin

Thomas Parry

Esr.

To all to whom these presents Shall come the Honble Basil Cochrane Thomas Cockburn in the Civil Service of the Honble Company Sends Greeting -

Whereas at a Setting of the Court of the Recorder of Madras on the Seventh day of December in the year of our Lord one Thousand Seven Hundred and ninety eight before Sir Thomas Strange Knight the Recorder of the Said Court William Abbott Esq.r Mayor of Madras and William Webb Esq.r one of the alderman of the Same place then being there of the Judges of the Said Court - A Cause wherein Frank Day Executor of William Balfour Deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Frank Day were the Plaintiffs and

Benjamin

Know the Defendant Tomboo Chitty in this Cause and that she hath so known him from his this Deponents Infancy and more she saith not to this

2d. ——— To the Second Interrogatory this Deponent hath looked at the Exhibit now produced and shewn to him at this the time of his Examination purporting to be a Bond from Tombo Chitty Nagapah Chitty Condapah Chitty and Chellapah Chitty to Fort St. George Merchants to Messrs. Wm Balfour and Olivier Esqrs. of the same place and at the name Tombo Chitty thereunto appearing as one of the said Obligors and at the name Permaul thereunto also appearing in the Malabar language as being the Name of one witnessing the execution of the said Bond and says that the name Permaul so appearing to the said Bond in the Malabar Language as aforesaid is the name and proper hand writing of this Deponent but this Deponent by this Deponent saith that he was not present nor did he see the said Tombo Chitty Sign Seal and deliver the said Bond as the attestation affixed to the same and this Deponents

Signature

Signature to such attestation doth import but this Deponent Saith he Signed his name as a Witness to the Said Bond at the request of the late Nagapah Chitty deceased to whom this Deponent was Cash-keeper at that time and more he Saith not to this or to the last Interrogatory -

Thomas Parry
Exr.

To all to whom these presents Shall come the Honble Basil Cochrane Thomas Cockburn in the Civil Service of the Honble Company Sends Greeting -

Whereas at a Setting of the Court of the Recorder of Madras on the Seventh day of December in the year of our Lord one Thousand Seven Hundred and ninety eight before Sir Thomas Strange Knight the Recorder of the Said Court William Abbott Esqr. Mayor of Madras and William Webb Esqr. one of the alderman of the Same place then being there of the Judges of the Said Court - A Cause wherein Frank Day Executor of William Balfour Deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Frank Day were the Plaintiffs and

Benjamin

Benjamin Roebuck. Tyapah Moodelly Coolapah
Chitty and Vencatarooylao Braminy Executor of Nagapah
Chitty deceased and Somboo Chitty were the Defendants
Come on to be heard as between the said Plaintiffs
and the Executors of Nagapah Chitty aforesaid —
Defendants thereto, and on such hearing by consent
of the said parties so then before the Court their
Counsel and Attornies, an order or rule was then
made whereby it was referred to the said Hon^ble.
Basil Cochrane and Thomas Cockburn to ascertain
what was due on Account of Principal and Interest
to the Plaintiffs in the Cause from the Executors
of Nagapah Chitty and for that purpose to examine
the Books of the said Plaintiffs under the head of
James Tate his Account Sale for the Ship Phoenix
and entries thereby referred to, and also the
Books and entries relative to the payment of Five
Thousand Pagodas under date the Second of October
One Thousand Seven Hundred and Ninety four and
it was by the said order provided that such —
Award should be final between the parties
and should be a rule of the Court and that the
Costs of the said Cause should abide the event
of the said Arbitration, and that the said —
Arbitrators

Arbitrators Should be at liberty to Call in a
third person as Umpire, if they Should not
agree as by the Said Order will more fully appear
Now we the Said arbitrators in pursuance of
the Said Order or rule reference having Strictly
examined the Said Accounts, Books and Entries in
the Said Order Specified and referred to Declare that
the Said Five Thousand Pagodas /5000/ Pagodas Stands
Credited to the Heads of Nagapah Chitty on Account
of Native Merchants" and we do award order and
adjudge of and upon the premis. in Manner and
form following, that is to say that there was due
and owing from the Said Benjamin Rochuck Tyjapah
Moodelly Coolapah Chitty and Vencatarayloo Braming
a Executors of Nagapah Chitty to the Said Frank Day
Executor of William Balfour and Oliver Colt the
Plaintiffs in the Said Suit for Principal and
and Interest of the Bond in Suit in that Cause,
after all just allowances on the Sixth day of
December last, the full and Clear Sum of Thirteen
Thousand and Ninety two Pagodas Thirty two Fanams
and Seventeen Cash /13.092.32.17/ of lawful Money of
Madras.—

In Witness whereof we Subscribe our Names
in Madras this tenth day of May A. D. 1799—

Basil Cochrane
Thos. Cockburne

Dr Tomboo Chitty Condapah Chitty & Chellapah Chitty &
Boaminy Exrs of Nagapah Chitty Deceased In account Current with

1792 September	To Amount of your joint & Several Bond of this date payable in the 1st November following to William Balfour & Oliver Cobb		39030:	31:	40
October 1794 April	31 To Interest to this date	4683-28 27-			
	29th To Interest on 39030 31 40 from 1793 to this day	2296 39 14			
October	31st To Interest on 38714 18 38 from 29th april to this date	2367 17 33	4664:14:47		
Decemr.	1st To Interest on 38714 18 38 from 1st Novr. to this date 30 days	381 35 25			
	6th To Interest on 33378 33 5 from 1st decr. to this date 5 days	5436 40			
January	16 To Interest on 23378. 33. 5 from 6th decr. to this date 41 days	315 5 48	4713:4:12		
February	3d To Interest on 17378 33 5 from 16 Jany to this date 18 days	102 35 37			
1793 Decemr.	6th To Interest on 8378 335 from 3d Feby 1795 to this date 2 Years & 306 days	3859 12 22			
			14062	..	57
		Pagodas	53092:	32:	17

Benjamin Roebuck Tyapah Moodelly Coolapah Chitty & Venkatarayloo
Franks Day Exrs of Wm. Balfour decd. & Colt Baker day, & Co. attys to Oliver Colt — Cr.

1794				
February	6th	By Cash Received	3,000	" "
April	29th	By Cash Received	2,000	" "
Decemr.	9th	By Cash Received	10,000	" "
	16th	By Cash Received	4683	28 7½
	"	By Cash Received	5316	13 3
1795				
January	16th	By Cash Received	6000	" "
February	3	By Cash Received	9000	" "
			40000	" "
1798				
Decemr	6th	By Balance due	13092	32 17
			Pagodas 53092	32 17

E. E. Excepted
Basil Cochrane
Thomas Lockhart

Know all Men by these Presents, That we Franks Day & John Henderson of Madras are jointly & Severally held and firmly Bound unto Nagapah Chitty of Madras in the Spenal Sum of Thirty one Thousand three hundred & fifty Pagodas Twenty five Fanams & forty six Cash to the Payment whereof well and truly to be made to the said Nagapah Chitty his heirs executors administrators or Assigns we do Hereby bind ourselves our heirs, executors and administrators firmly by these Presents

In Witness whereof we have Hereunto set our Hand and Seal in Fort St. George this Twentieth day of May in the year one Thousand Seven Hundred and Ninety four—

Whereas the above Bound Franks Day & John Henderson Borrowed and received of the above named Nagapah Chitty full and just Sum of Fifteen Thousand Six Hundred & Seventy nine Star Pagodas Thirty five Fanams & Twenty three Cash to run at Interest at the rate of Nine (9) per Cent per Annum Payable on Demand—

Now the Condition of this Obligation is such, that if the above Bound Franks Day & John

John Henderson their Heirs Executors Administrators or Assigns Shall well and Truly pay or Cause to be paid unto Nagapah Chitty his Heirs Executors Administrators or Assigns the Full and just Sum of Fifteen Thousands Six hundreds & Seventy nine Star Pagodas Thirty five Fanams & Twenty three Cash togeth with Such Interest as Shall or may become due there upon then this Obligation to be void and of no Effect Otherwise to Continue in Full Force and Vertue_

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

Frank Day L.S.

Jn.: Henderson L.S.

Deem Row

Know All Men by these Present that I Frank Day of Madras am Held and firmly bound unto Tombo Chitty Son of Mootamara Chitty also of Madras Merchant in the penal Sum of Four Thousands Star Pagodas payment whereof well and Truly to be Made to the Tombo Chitty 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

Seremto

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Know all Men by these Presents, that we Franko Day & John Henderson of Madras are jointly & Severally held and firmly Bound unto Nagapah Chitty of Madras in the Spenal Sum of Thirty one Thousand three hundred & fifty Nine Star Pagodas Twenty five Fanams & Forty six Cash to the Payment whereof well and truly to be made to the said Nagapah Chitty his heirs executors administrators or Assigns we do Hereby bind ourselves our heirs, executors and administrators firmly by these Presents

In Witness whereof we have hereunto set our Hand and Seal in Fort St. George this Twentieth day of May in the year one Thousand Seven Hundred and Ninety four—

Whereas the above Bound Franko Day & John Henderson Borrowed and received of the above named Nagapah Chitty full and just Sum of Fifteen Thousand Six Hundred & Seventy Nine Star Pagodas Thirty five Fan.s & Twenty three Cash to run at Interest at the rate of Nine /9/ per Cent per Annum Payable on Demand—

Now the Condition of this Obligation is such, that if the above Bound Franko Day &

John

John Henderson their Heirs Executors Administrators or Assigns Shall well and Truly pay or Cause to be paid unto Nagapah Chitty his Heirs Executors. administrators or Assigns the full and just Sum of Fifteen Thousands Six hundred & Seventy nine Star Pagodas Thirty five Fanams & Twenty three Cash togeth with Such Interest as Shall or May become due there upon then this Obligation to be void and of no Effect otherwise to Continue in full Force and Vertue.

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

Frank Day L.S.
Jn.: Henderson L.S.

Beem Row

Know All Men by these Present that I Frank Day of Madras am Held and firmly bounde unto Tombo Chitty Son of Mootamara Chitty also of Madras Merchant in the penal Sum of Four Thousand Star Pagodas Payment whereof well and Truly to be Made to the Tombo Chitty 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

hereunto Set my hand and Seal in Madras aforesaid this Sixteenth day of December in the year one Thousand Seven hundred and ninety Two

Whereas the above bound Franko Day has Borrowed and received of the above named Tomboo Chitty and just Sum of Two Thousand Star Pago-das to run at interest at the rate of nine /9/ per Cent per Cent per Annum and payable at the expiration of three Months from the date hereof

Now the Condition of this Obligation is such that if the above Bound Franko Day his heirs Executors-Administrators or Assigns Shall well and truly pay or Cause to be paid unto the above named Tomboo Chitty his heirs Executors Administrators or Assigns the full and just Sum of Two Thousand Star Pagodas together with such Interest as Shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full Force and Vertue-

Signed Sealed and Delivered Frank Day L.S.
were no Stamp'd Paper is to be had
in the Presence of

Jorge Fonseca
P Sawmy-

Mr. Frank Day in Account Current with Lomboo Chitty by his Attornies and Assignees Benjamin Roebuck and Tyapah Moodelly Coolapah Chitty and Veneatasy Brameny Executors of Nagapah Chitty Deceased Cr.

1792						1796					
Dec.	16	To the Amount of your Bond of				June	15	By Balance Due - - - - - - - - - -	2630	"	"
		this Date - - - - - - - - - -	2000	"	"						
1796											
June	15	To Interest on do from 16 Decbr. 1792									
		to this day being 3 yrs 6 mts @ 9 ℘ Cent									
		per Annum - - - - - - - - - -	630	"	"						
		Sr. Pagodas	2630	"	"			Sr. Pagodas	2630	"	"

Fort Saint George

E E ℘ Benjamin Roebuck

Tayspah -

+ Brameny

+ Coolapah Chitty

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Dr Frank Day in Account Current with Benjamin Roebuck Tyapah Moodelly Coolapah Chetty and Venkatasayloo Brahmny Executors of a Nagapah Chetty Deceased — — —

To all to whom these Presents Shall Come. Tomboo Chitty of Madras Merchant Send Greeting

Whereas Frank day of Fort Saint George Merchant did in and by a Bond or Certain writing Obligatory bearing date the Sixteenth day of December and year of Christ one Thousand Seven Hundred and Ninety two become bound unto the Said Tomboo Chitty in the spenal Sum of Four Thousand Star Pagodas Conditioned for the payment of Two Thousand Star Pagodas to gether with an Interest thereon at and after the rate of Nine per Cent per Annum and payable at three Months as by reference had to the Said in part recited band or writing Obligatory, the Same doth and may appear, And Whereas there now remains due to the Said Tomboo Chitty the Amount Principal and Interest Conditianed to be paid in and by the Said in part recited Bond—

Now Know ye that I the said Tomboo Chitty for and in Consideration of the Sum of Five Star Pagodas Current Money of Madras to me in hand paid by Benjamin Roebuck Esqr and Moodelly Coolapah Chitty and Vencatarayloo Brahmin the Executors named in the last will and Testament

of

of Nagapah Chitty late of Madras deceased at or
before the Sealing and delivery of these presents
the receipt whereof is hereby acknowledged Have
Granted Bargained Sold Assigned and Set over
and by these presents Do Grant Bargain Sell
Assign and Set over unto the said Benjamin
Roebuck Tyapah Moodelly Collahpah Chitty and
Vencatarayloo Brauming as Executors as aforesaid the
aforesaid recited Bond or writing Obligatory
Together with the Principal and Interest Monies
due and to be due thereon and all and every
My Right Title Claim Interest and demands of
in and to the same, To Have and to Hold
the said aforesaid recited Bond or writing
Obligatory Together with the Principal and
Interest Monies due and to become due thereon
unto the said Benjamin Roebuck Tyapah
Moodelly Coolapah Chitty and Vencatarayloo
Brauming as Executors as aforesaid and their
Executors Administrators and Assigns for ever
And for the better enabling them the said
Benjamin Roebuck Tyapah Moodelly Coolapah
Chitty and Vencatarayloo Brauming as Executors
as aforesaid, and their Executors administrators

and

and Assigns to recover and receive the said
hereby Assigned Monies due in and upon the
afore in part recited Bond or Obligation
I the Said Tomboo Chitty Have and by these
Presents Do Constitute Authorise and appoint
and in My place and Stead put the Said
Benjamin Roebuck Tyapah Moodelly Coolapah
Chitty and Vencatarayloo Brahmny as Executors
as aforesaid and their Executors administrators
and Assigns My true and lawfull attornies
irrevocable for me and in My name or their
Names to aske demand Sue for recover and
receive of and from the Said Frank Day the
amount Principal and Interest Monies due and
to become due on the afore in part recited Bond
or Obligation and on payment thereof full and
Sufficient releases and discharges for me and
in My Name, or in the names and Name of
My Said attornies to make Seal and deliver
to the Said Frank Day his Heirs Executors or
administrators and one or more attornies under
them to constitute and appoint and whatsoever
the Said Benjamin Roebuck Tyapah Moodelly
Coolapah Chitty and Vencatarayloo Brahmny

as

Extract from the Minutes of a Court of the Recorder held on Friday the 7th Day of December Anno Domini 1798.

President

Sir Thomas Strange Knight Recorder

William Abbott Esquire Mayor

William Webb Alderman

Frank Day Executor of William Balfour Deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Franko Day

Plts

Tomboo Chitty and others -

The Cause Coming on to be Heard this day as between the Plaintiff and the Executors of Nagapah Chitty it was referred by Consent to the Worthe Basil Cochrane and Thomas Cockburn Esquire to ascertain what is due on account of Principal and Interest to the Plaintiffs in this Cause from the Executors of Nagapah Chitty and for that purpose to Examine the Books of the said Plaintiffs under the Head of James Tate his account Sale for the Ship Phanix and entries thereby to and also the Books and Entries Relative to the Payment of 5000 Pagodas under the date 2nd October 1794 The Award to be final as between these Parties and to be a Rule of Court The Costs of the Cause to abide the event of the Arbitration the Arbitrators to Call in a third as Umpire if they Cannot agree —

A true Extract

J. Abbott Dy Regr

as Executors as aforesaid. and their attorney-
or attornies under them Shall lawfully do in
the premises I the Said Tomboo Chitty do hereby
agree to allow and Confirm, And I the Said Tomboo
Chitty Do Hereby Covenant to and with the said
Benjamin Roebuck Tyapah Moodelly Coolapah
Chitty and Vencatarayloo Bramany as Executors as
aforesaid that I have not received nor will
receive the Amount of the Said Bond or writing
obligatory or any part thereof neither Shall
nor will I release or Discharge the Same or any
part thereof But will own and allow of all
legal proceedings for the recovery thereof I the said
Tomboo Chitty Saving the Said Benjamin
Roebuck, Tyapah Moodelly Coolapah Chitty and
Vencatarayloo Bramany as Executors as aforesaid
harmless and of and from all Costs that may
happen thereby In Witness whereof I the said
Tomboo Chitty have hereunto Set my hand and
Seal in Madras aforesaid this Fourteenth
day of June — in the year of Christ one
Thousand Seven Hundred and Ninety Six —

Signed Sealed and Delivered
where no Stampt paper is to be had
in the presence of — — — —
G. E. Affkin Antonio Fonceca

Tomboo Chitty (L.S.)

Extract from the Minutes of a Court of the Recorder Held on Friday the 7th Day of December Anno Domini 1798.

President

Sir Thomas Strange Knight Recorder

William Abbott Esquire Mayor

William Webb Alderman

Frank Day Executor of William Balfour Deceased and Oliver Colt by his attornies Oliver Colt Charles Baker and Frank Day

~~Versus~~

Tomboo Chitty and others

The Cause Coming on to be Heard this day as between the Plaintiff and the Executors of Nagapah Chitty it was referred by Consent to the Honble Basil Cochrane and Thomas Cockburn Esquire to ascertain what is due on account of Principal and Interest to the Plaintiffs in this Cause from the Executors of Nagapah Chitty and for that purpose to Examine the Books of the said Plaintiffs under the Head of James Tate his account Sale for the Ship Phanix and entries thereby to and also the Books and Entries Relative to the Payment of 5000 Pagodas under the date 2nd October 1794 The Award to be final as between these Parties and to be a Rule of Court The Costs of the Cause to abide the event of the Arbitration the Arbitrators to Call in a third as Umpire if they Cannot agree—

A true Extract

I Abbott Dy Regr

(434)

Extract from the Minute of a Court of the Recorder of Madras held at Fort St. George Madras on Friday the 14th day of December Anno Domini 1798—

Present

Sir Thomas Strange Knight Recorder
William Abbott Esq.r Mayor
James Call William Webb and
Benjamin Roebuck Aldermen
Frank Day Executor and others

~~Hon~~

B. Roebuck and others Executors of Nagapah Chitty Deceased—

Ordered by the Consent of Parties that that it be referred to the Hon.ble Basil Cochrane and Thomas Cockburn Esq.r to ascertain what is due on Account of Principal and Interest to the Plaintiffs in this Cause from the Executors of Nagapah Chitty and for that purpose to examine the Books of the said Plaintiffs under the Heads of James Tate his account Sale for the Ship Phanix, and entries thereby referred to and also the books and Entries relative to the payment of Pag.s 5000 under the date 2 October 1794 as between these parties and to be a Rule of Court — The Award to be final the Costs of the Cause to abide the event of the Arbitration The Arbitrators to call in a third as Umpire if they cannot agree —

Filed 6th July 1797

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court your Orator Macartom Simon of Madras
Merchant That Carapiet Moorat Cawn of the same place
did Rent a Certain House and Garden belonging to Your
Orator Situated in the Black Town of Madras at and after the
rate of Two Hundred Pagodas per Year And that he did so Rent
the Said House and Garden from the Eight of February one
Thousand Seven Hundred and Ninety three to the Twenty
third day of July one thousand Seven Hundred and Ninety
five Two Years five Months and Fifteen days which
at the rate aforesaid Amounts to four Hundred and Ninety
one Pagodas and Twenty eight Fanams, and your Orator
further Sheweth that the Said Carapiet Moorat Cawn
did Collect the Rents of Sundry Huts and Small Houses
Situated on Ground belonging to your Orator Amounting
in the whole to forty Pagodas and Twenty two Fanams which
Said Sum together with the further Sum of Seven Pagodas
paid for quit Rent and Assessment Amounts to five Hundred
and forty nine Pagodas and fourteen fanams Current
Money of Madras or in Sterling Money of Great Britain
at the rate of Eight Shillings for every Pagoda the Sum of
Two Hundred and nine Pounds and fifteen Shillings or
thereabouts as More fully and at large appear by a Bill of
Particulars true Copy whereof Marked A is Hereunto
annexed for the inspection of this Honble Court The Original

being ready to be produced when required, and your Orator Sheweth that he has frequently and in an amicable manner demanded payment from the said Carapiet Moorat Cawn of the said Sum of five hundred and forty nine Pagodas and fourteen fanams—

But now so it is may it please this Honble Court the said Carapiet moorat Cawn obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General relief such as to this Honble Court shall appear agreeable to Equity and good Conscience, To the End Therefore that the said Carapiet moorat Cawn may upon his Corporal Oath full true direct and perfect answer make to all and Singular the matters and things therein before Setforth and alledged as fully truly and effectually to all intents and purposes as if the same were hereagain repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of five hundred and forty nine Pagodas and fourteen fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit—

May it please this Honble Court to cause the said Carapiet Moorat Cawn to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed

then and there to answer this your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Hon^ble Court shall Seem Meet—

Fort Saint George 6th July 1797—

This Bill was Shewn to me in the days of adjournment let a Summons ysue returnable Next Court day—

J. Chalmer
atty for Compt.

Wm Orme
Mayor

Filed the 20 July 1797—

In the Hon^ble the Mayors Court of Madraspatnam

Between Macartom Simon of Madras Merchant Complainant and Carapiet Moorat Cawn of the Same place Defendant—

The Affidavit of the above named Complainant This Deponent maketh oath and Saith that the above named Defendant Stands justly and truly indebted unto this Deponent in the Sum and just Sum of Five hundred and forty nine Pagodas and fourteen Fanams Current money of Madras—For the recovery of which he this Deponent did on the Sixth Instant file his Bill of Complaint in this Hon^ble Court—

Macartom Simon

Sworn to In Fort St George
this 19 day of July 1797

Before me Wm Orme Mayor

J. Chalmer
atty for Compt.

The Answer of Carapet Moorad Cawn Defendant to the Bill of Complaint of Muckerdow Simon Complainant—

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors incertainties and imperfections in the Complainants said Bill of Complaint Contained for answer thereunto or unto so much thereof as this Defendant is Advised is Materreal or necessary for him to make answer unto Answereth and Saith that he devies to Stand indebted unto the Complainant in the Sum of five hundred and forty Nine Pagodas and fourteen fanams as is injustly Charged by him in his Bill of Complaint and the Account thereunto annexed but admits to be indebted unto the Complainant in the Sum of two hundred and Seventeen Pagodas and ten fanams and no more which this Defendant hath at all times been ready and desirous to pay to the Complainant and which he doth now pray leave to tender to this Honble Court in bar of all Costs and this Defendant further answering Says that the Garden which this Defendant ruled of the Complainant was Surrounded by a Wall and Contained a Banegloa and a small House, and was so ill supplied with Water that the fruit trees thereof were in a State of dying, and that other Kinds of Vegetation

in the Said Garden were nearly destroyed for want of
necessary moisture and this Defendant Says that
to preserve the same from destruction She did Cause
two Wells to be Sunk in the Said Garden with the
Knowledge and tacit Concurrence of the Agent of the
Complainant, he the Complainant being Himself at
Bengal - and this Defendant Says that the Expence of
Sinking the Said two Wells did amount to the Sum of
Two Hundreds and twenty five Pagodas and She did advance
and pay the Same out of his own proper Monies - and
this Defendant Says that the Said Bungalow and
Garden Wall was very much out of repair and She did
Cause Such repairs to be given thereto as appeared to be
indispensably necessary, and that the Expences thereof
did Amount to the Sum of Seventeen Pagodas and thirty
two fanams which She did also depay out of his own
proper Monies and this Defendant Says She did depay
other Expences in Necessary repairs in and about the
Said Garden and the appurtenances thereunto belonging
Amounting to the Sum of thirty nine Pagodas and
that She did also pay the Sum of one Pagoda and thirty
four fanams for Quit Rent for Certain Huts Making
together the Sum of two Hundred and Eight three Pagodas
and twenty four fanams as may more fully appear
by the Copy of an account Current hereunto Annexed
for the inspection of this Honble Court and prayed to
be taken as part of this his Answer and this Defendant

Says that as the said Sum of two hundred and Eight three Pagodas and Twenty four fanams was laid out and Expended for the benefit of the Complainant, She is Entitled to a Set off in that Complainant and this Defendant Says that She did not Enter upon the Posession of the said Garden until the first day of April one Thousand Seven Hundred and Ninety three and therefore the Complainant in Stating in his Account Current to his said Bill of Complaint annexed that this Defendant entered there-upon on the Eighth February has Committed an Error and Made an Over Charge for which this Defendant has accordingly taken Credit, and this Defendant Says that the Complainant has also Made an Over Charge regarding the rent of Certain huts for this Defendant Says that instead of the Sum of forty two Pagodas and twenty two fanams as Stated by the Complainant in the said Account Current to his said Bill of Complaint this Defendant did receive no more than the Sum of twenty one Pagodas and thirty Six fanams, and for which Over Charge the Defendant has likewise taken Credit—

All which Matters and things this Defendant is ready and willing to Verify and prove as this Honble Court will be pleased to Direct, and Humbly prays to be thence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained—

A true translation as nearly as Can be from the orsginar Armenion Languags

by W. Johannes

Stuart Hall

atty for the Defts

Sworn to the Truth of the Translation in Court this 16th August 1797—

J. Taylor

Regr

Cr

By Garden Rent due to yourfrom 1st April 1793 to the 22 July 1795 being 2 Years 3 Months & 25 days @ 200 Rds pr Year	461	34		
By Amount of Rent Received from the Units mygarn Ground	21	36		
By Rent Hard by you for 1796	2	6		
By apperant of 6 pr. Cent thereof		10		
by you				
	Rds	670	34	
To August 1797—				
To Cash for Cutting & furnishing two Wells &c	225			
To Cash Paid for repairing the Wells of the Garden & Bungalow	17	82		
To Do. for repairing Verandah after the other Wells of the Garden &c	39			
To Cash Paid out Rent for the Grounds in Ramsum & master Romanka Street	1	34		
	283	24		
To Balance due yours	217	10		
Rgrdas	500	34		

Marbrad

E. E.

A true

S. H.

Filed 19th Sept.r
1797—

The Amended Replication

of Mocartom Simon of Madras
Merchant Complainant to the Answer
of Carapet Mooradcawn of the Same
place Defendant—

This Repliant now and at all times hereafter
Saving and reserving to himself all and manner of benefit
and advantage of Exception to the many Errors Untruths Uncer-
tainties Insufficiencies and Imperfections in the Defendants
Answer Contained for Replication thereunto Saith 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 and that the Defendants said answer
is very evasive and insufficient to be replied unto and for
further Replication this Repliant Saith that the said
Defendant Stands justly and truly indebted to him in the
Sum of Five hundred and forty nine Pagodas and Fourteen
fanams, as Charged in the Bill of Complaint and Account
Current thereunto annexed, and that the deductions made by
the Defendant by way of Set off from the said balance are
altogether inadmissable for if it were allowed, that a Tenant
had a right to improve and repair the premisses which the
rents (whenever ideas of Convenience might prompt him) It
is impossible to say to what extent he might involve his
Landlord This Repliant says that the House and Garden in
question formerly the property of Mr. Gregory Agapury, and

of whom this Repliant is sole Executor was let out to the Defendant Coraput Moorad Cawn by this Repliants agents (being then himself in Bengal) at the annual sum of Two Hundred Pagodas If then during the time he did Tenant the said Premisses, repairs or Improvement were necessary, he ought to have applied to this Repliants Agents and should have sought them to have made them or he should have procured this Agent thereto But it appears from his answer, that he made no such application on the Contrary proceeded of his own accord to sink wells and which this Repliant submits he can have no right upon any principle either of Lawor Equity to Charge him with and with respect to what the Defendant stated about the well being sunk with the Knowledge and Tacit Concurrence of his agent this Repliant saith that it may be true that this agent heard of the Defendants design and Knew of him putting the same in Execution But does it follow that he conceived this Repliant was to be Answerable for the same. Certainly not on the contrary it is to be concluded that as the said Defendant did not deem it necessary to Consult his agent that he voluntarily embraced the expence himself And this Repliant has already stated that he was in Bengal at the time the premisses were let out to the Defendant But in order to shew the terms upon which they were rented as well as to evince that this Repliants agents never did or

repairs falling on him has hereunto annexed an Extract from a letter written on the subject wherein it is stated that the said Defendant had agreed rent Gregory Agapury's Garden at two hundred Pagodas upon year and all the other Charges to be on his account as by the said letter ready to be produced when required relation being thereunto had will more fully appear and this Repliant further saith that as the said Defendants to answer the purposes which he has in view, has stated that the Fruit trees in the Garden were in a dying State for want of necessary moisture and that to prevent them from total distruction he had been induced to sink wells - This Repliant in reply thereto begs to state that there were four wells in the said Garden which not only afforded an ample supply to the trees and Shrubbery But also to many families who took their water from it, not that it can be a question whether there was or was not water sufficient the Defendant having rented it as it was without any stipulation on the part of this Repliant or his agents to make improvement But this Repliant has deemed it necessary to state the real situation of the Garden, in opposition to the false assertions of the Defendant and this Repliant saith that the Defendants real Object in sinking the wells was the improvement of the premises on his own account having had it in Contemplation at that period to purchase them

This Repliant saith that a short time afterwards

Court on the Seventy third day of July in the year one Thousand Seven Hundred and ninety five he entered into an Agreement with this Repliant throught and by the means of his agents at Bengal for the disposal of the Said premisses, Copy of which agreement this Defendant has hereunto annexed for the inspection of this Honble Court and this Repliant Saith that in pursuance of the said Agreement the premisses were sold to him lately - And to the date of the Said Agreement this Repliant has charged Rent and which he Submits he has a Clear and indisputable title to, without any deduction whatsoever and this Repliant Saith that in respect to this Claim he has Conducted himself With much moderation, having Charged no Interest upon the Annuel Rent and which it would appear he was entitled to And this Repliant Saith that it is immaterial to him at what period the Defendant entered on the premisses this Repliant being entitled to rent from the Eighth day of February when it was hired a Circumstance which is also Shewn in and by the Extract of the letter hereunto annexed and herein before referred to and as to the rent received by the Defendant for the Huts and Small Houses this Repliant trusts he will be enabled to prove that the Complainant received the Sum of forty Pagodas and twenty two fanams as Charged by this Repliant in the account current to this said Bill annexed and not the Sum of Twenty one Pagodas and thirty six fanams -

Fanams as by the Said Defendant is untruly alledged And with regard to the balance of the Account Current which the Defendant Says he was always ready to pay this Repliant Saith That he has in his possession another account in the Armenian Language which he has received from the Said Defendant wherein he States a Different Balance being due & pay whereof this Repliant has hereunto annexed, with the view of Shewing the inconsistency of the Defendants - and this Repliant Saith the fact is that the Defendant was not at all times ready to come to a fair Settlement but actuated by the most litigious motives has persevered under various pretences in with holding from this Repliant his just rights -

All which Matters and things this Repliant is ready and willing to aver maintain and prove as this Honble Court shall direct and humbly prays as in and by his said Bill he hath already prayed -

J. Chalmer

Att[y] for Rep[t] -

Translation of an Extract written by Mr. Samuel Macartich Mooraat Agent to Mr. Marooth Joseph and Agent of Mr. Macart Simon under the account Curr[t] of Mr. Marooth Joseph and delivered to his present Agents Messrs Arathoon Jacob and Jacob Arathoon dated the 31st of

And also the Garden of Gregory Agapury in the year One Thousand Seven Hundreds and ninety three Febreuary the 8th Mr. Carapiet Moorad Cawn and Rented our Conversation which Comes to my mind was for 3 year @ Two Chundred Pagodas P year and all the other Charges to be on his account—

The Gentleman after Tenanted — disputed that he got it for Five years for which till this day the agreement is not Made you May Make it as you think proper—

Signed Saml. Macartuch Moorat

a true Copy

J. D Chalmer

atty for Refs

Articles of Agreement

Indented Had made Concluded and agreed upon this twenty third day of July and in the year of our Lord One Thousand Seven Hundred and ninety five Between Murchertoom Simon of the Town of Calcutta in the province of Bengal Merchant of the one part and Carapiet Moorad Can of Madras Merchant of the other part Whereas the said Murchertoom Simon is Seized or possessed of a Messuage Tenement or dwelling House and a Garden or piece or parcel of Ground thereto belonging Containing by estimation one Chundred and

Fifty ground or thereabout Situate lying and being in the
Blacke Town of Madras aforesaid Commonly Called and
Known by the name of Gregory aga Prices Garden And
Whereas the Said Muckertoom Simon hath agreed with
the Said Caraput Moorad kan absolutely to Sell and Convey
the Said Messuage Tenement or dwelling house and Garden
and premisses and all his Estate right Title and interest
therein unto the Said Caraput Moorad kan and his heirs
in Consideration whereof the Said Caraput Moorad kan
hath agreed to pay unto the Said Muckertoom Simon
the Sum of Sicca Rupees thirty thousand in full for
the absolute purchase thereof but the Title Deeds and
Writings relating to the Said premisses being now at
Madras the Title thereto Cannot be made or ascertained
and no Conveyance thereof can be immediatly made Now
these presents Witness and first the Said Muckertoom
Simon in pursuance of the Said recited Agreement on his
part to be performed and in Consideration of the
Covenant and agreement herein after Contained on
the part of the Said Caraput Moorad kan doth hereby
for himself his heirs Executors, and Administrators
Covenant promise grant and agree hand with the
Said Caraput Moorad kan his heirs Executors administra-
tors and assigns that he the Said Muckertoom Simon
or his heirs shall and will on or before the twenty
third day of April 1796 next ensuing the date hereof,

Make

make out a good title unto and by Such good and
Sufficient Conveyances and Assurances in the law unto
reasonable Covenants as he the said Carapat Moorad Kan
his heirs or assigns or his or their Counsel Shall advise
or Sprave of and at his or their proper Costs and Charges
effectually Convey and Assure or Cause to be Conveyed or
assigned unto and to the use of the said Carapat
Moradkan his heirs or assigns or to Such person or persons
as he or they Shall in that behalf Nominate and appoint
free from all incumbrances All that the said Messuage
Tenement or dwelling house Garden Piece or Parcel of Land
hereditaments and Sprimises Situate lying and being at
the Black Town at Madras aforesaid Sherein before men-
tioned will all and Singular the Right Members and
appurtenances whatsoever thereto belonging or appertai-
ning And the said Carapat Moradkan in Sursuance
of the said recited Agreement on his part to be per-
formed and in Consideration of the Covenant and
agreement herein before Contained on the part and
behalf of the said Muckertoom Simon doth hereby
for himself his heirs Executors and administrators
Covenant and promise grant and agree to and with the
said Muckertoom Simon his heirs Executors and ad-
administrators that he the said Carapat Moradkan
his heirs Executors and Administrators Shall and
will well and truly pay or Cause to be paid unto
the said Muckertoom Simon his heirs Executors

Administrators at the time of making and executing
Such Conveyances and Assurances as aforesaid the full
Sum of Sicca Rupees thirty Thousand of lawful Money
of Bengal in full for the absolute purchase of the said
Messuage Tenement or dwelling House Garden, Piece or
Parcel of Land Hereditaments and premisses as Aforesaid
In Witness whereof the parties to these presents
have hereunto set their Hands Seals the day and year
first above written

Signed Sealed and delivered by the within
named Mackertoom and Signed by Johannes
Sarkees of Calcutta Merchant with the name of
Carapet Mooradkan and by him the said Johannes
Sarkees Sealed and delivered as the act and Deed
of the said Carapet Mooradkan by Vertue of an
Authority to him given where no Stempt Paper is in use
or to be had in the presence of

Isaac Malckers

True Copy

J Chalmer

attyt for Rept.

Dr. The Under written is Account Current of Mr. Macartoom Simon in Star Pagodas Cr.

	5	To Cash paid for repairing the buelding other expences		23	50	"	1797 may	5	By Rent of your Garden Commencing 1793		
	5	To Cash paid for repairing the wall 2							april 1st to 1795 July the 22 is 2 yrs 3 months		
		To Cash paid for water drawing Machane 2.50		4	50	"			& 21 days @ 200 Pags. pr year is	461	75 "
	22	To Cash paid for repairing	2								
		To Do for Do Pantry	3-75								
		To Do for Do and the price for 4 Spars & 8 Palmeras	for water drawing machine 4-50								
		To Cash paid to Carpenter	2								
		To Do to repair 4 Small Tanks annexed to 4 wells		14	25	"					
		To Cash paid to Bricklayers & Repairing as as the water of the well being dried I was under duty to dig two wells which costed		225	"	"					
		To Cash paid for repairing	3-50								
		To Do 12 Do the Small Bungala	12	15	50	"					
		To Ballance due by me and will discharge on the receipt of the Bill		179							
				461	75	"					

Carapeia moorat Canun Madras 5 may 1797

Translate as near as Can be from the Original in Armenian Language

true Copy

J. Chalmer
Attg for Repr.

Filed 18th October 1797—

The Rejoinder of Canapet
moorat Cawn of Madras Merchant
Defendant to the Annexed Replica
tion of Moocarton Simon of the same
place 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 uncertainties Untruths insufficiencies and imperfections
in the Complainants said amended Replication Contained
for Rejoinder thereunto Saith that she will ever Maintain
and prove all and Singular the Matters and things —
Contained in this Defendants Answer to be good true —
certain and Sufficient in the Law to be replied unto
in Such Manner and from as the Same are therein and
thereby Setforth and Alledged and that the said Replication
is very untrue evasive and insufficient in the Law and
for further Rejoinder to the said Replication this Defen-
-dant Saith That She denies to Stand indebted unto the
Complainant in any further or other Sum than the
Sum of Two hundred and Seventeen Pagodas and ten
fanams being the balance truly Stated in the Account
Current to this Defendants Answer annexed and which
She has heretofore paid into this Honble Court in bar
of further Interests and Costs and this Defendant says
it is easily ascertained whether a Tenant acts under the

Aforesaid

pressure of necessity or pursues the dictates of his own
caprice in any repairs or improvements he may make
in the premises he rents, and that therefore a Land-
lord cannot be injured by the act of his Tenant and
this Defendant says that although there were four
Wells in the Premises in question and although the
neighbouring Natives were accustomed to take water
from those wells yet the inference drawn therefrom
by the Repliant is fallacious for the Defendant says
that those wells could not supply nearly a sufficiency
of water for the said Premises and that the water taken
from thence by the Natives was not surplus water as the
Repliant would suggest but was and indulgence of an
antient date and continued to them to the present time,
and this Defendant further says that the wells she
caused to be sunk were absolutely necessary to save from
Destruction the Fruit Trees and other vegetation in
that part of the said Premises in which they
are situated and were for the Interest benefit and
advantage of the Repliant and further says that with
such Connection in his mind he did not think it
necessary to ask permission of the Agents of the Repliant
to sink those wells as he never imagined that the
Repliant would be in the least displeased with
the measure or that he would refuse to reimburse
this Defendant the Expence he had incurred by it

How far this Defendant was bound by the Strictness of Law to have pointed out the necessity of Sinking those wells and making the repairs Set forth in this Said Answer previous to his undertaking the Act is not in his power to determine as he is unacquainted with the Law on that head and was guided only by the rule of doing to others as he would have others do unto him and upon that rule he humbly trusts he well Stands justified in a Court of Equity And this Defendant says that at the time he Sunk the Said wells he had it not in Contemplation to purchase the Premmises in which they are Situated and if he had those wells would have been an inducement to him as they would have been with any other purchaser to offer a larger Sum of Money on Account thereof and no doubt operated with the Repliant in demanding a larger Sum than he otherwise would have demanded as it is well Known that in a Garden particularly in this Country Water is Amongst the first Objects Considered both by Seller and buyer and it is also well Known that there may be abundance of Water in one part of a large Garden that cannot without much trouble and expence if then be Conveyed to another part of it a fact that exactly applies to the Premises in question This Defendant admits that at the time Specified in the Repliants Replication he did agree to become

the

the Purchaser of the said Premisses and Says that he did so upon an Idea Conceived at the moment in which he wrote to his attorney at Bengal to make an application to the Repliant on that Subject and this Defendant further admits that he did afterwards purchase and that he is now in possession of the said premisses and this Defendant says that the Repliant has annexed to his said Replication a Copy of the agreement enteres into between him and this Defendant touching the purchase of the said Premisses and which this Defendant Submits to this Honble Court is enelevant to the matter inquestion and therefore prays the same may be expunged with such Costs as this Defendant has incurred thereby and this Defendant further says that the rent of the Premisses in question was meant and intended to Commence on his entering thereon notwithstanding the Extract of a Letter by the Repliant in and by his said Replication referred to and that the Repliant in Charging as she has done touching the same in the account Current to his said Bill of complaint annexed has made an over Charge and this Defendant has therefore Corrected Such over Charge in the account Current to his said answer annexed. This Defendant denies asin and by his said answer he has already denied that he has received the Sum

of

of Forty Pagodas and twenty two fanams on Account of the rent of Huts and Small Houses and Says that he received on Account thereof the Sum of twenty one Pagodas and thirty Six fanams and no more and this Defen=dant Says that the account he formerly gave in to the Repliant and referred to in and by his said Replication he Still Considers as a just and true account and further that the Account Current to this said Answer Annexed was made up by his Attorney athan who advised this Defen=dant to omit certain Charges on the Debit Side thereof upon the Idea that the Repliant might in Consequence be inclined to receive the balance tendered and so put an end to further litigation and this Defendant Submits to this Honble Court that the Repliant by annexing the said Account Current to this said Replication has Created an unnecessary expence in so Much as the said Account Current is unrelevant to the Matter inquestion and therefore this Defendant prays that the Same May be expunged with Such Costs as this Defendant has incurred thereby and this Defen=dant Says notwithstanding the assertion of the Repliant, that he hath not been governed by as litigious Conduct in the Premises but that on the Contrary he hath ever been desirous of Settling the Same amicably and further Says that the Repliant did refuse to Come to Such amicable Settlement.—

All

All which matters and things this Defendant is ready and willing to aver and prove as this Honble Court shall direct, and humbly prays as in and by his said Answer he hath already Prayed.—

J. Stuart Hall
Atty for Deft.

Interrogatories to be administred to Witnesses to be produced Sworn and Examined in a certain Cause now depending and at issue in the Honble the Mayors Court of Madraspatnam wherein Moocartom Simon is Complainant and Carapeit moorat Cawn is Defendant—

On the part and behalf of the Complainant

To all the Witnesses

1st Interrogatory Do you know the parties Complainant and Defendant in the title of these Interrogatories named, or any, and which of them and how long have you known them, or any and which of them respectively Declare the truth and your knowledge hereon.—

Chinna Tomby Venganah

2d Interrogatory do you or either of you reside a Hutt or shall dwelling near to the Garden of the late

Yea do you, or do you not pray the rent for the same to the Defendant in the title of these Interrogatories named. 2 did you, or did you not Originally hire the Hutt or dwelling which you inhabit from the Complainant in the title of these Interrogatories named, or from any, and what other person or persons, And did you, or did you not pay the rent to his dubash, and if so, what is the name of the said dubash, At what time to the best of your recollection did you discontinue paying the Complainants dubash the monthly rent, and for what reason did you discontinue 2 Set forth the same fully and at large and the exact monthly rents you always have paid to the said Defendants and the truth declare

Interrogatory 3 Are you, or are you not in the service of the Complainant in the title of these Interrogatories named 2 If Yea - In what Caracity do you serve him, and what length of time have you been in his Service 2 Is or is not the said Complainant Executor of Gregory Agapurey deceased

2 If Yea did or did not the Defendant in the title of these Interrogatories named, Hire or rent a House and Garden in the Black Town commonly known by the name of Gregory Agapary Garden the property of the Estate 2 If Yea at what time, did he hire the said House and Garden, and when did he enter into and take possession of it to the best of your recollection 2 are there or are there not a number of Hutts near to the said Garden the property of the Complainant 2 and was, or was it not usual for you to draw the said rents for

for Him? Were you, or Were you not Some time and how long after the Defendant had Hired the House and Garden prevented by the Said Defendant or by any other person or persons on his Account, and whom from drawing the rents of the Putts and upon what pretence were you prevented, Set forth the Same fully and particularly and also any Circumstance which may induce you to remember Correctly the time when the said Defendant took possesion of the house and Garden and the truth declare—

Mootoo Comarah

Interrogatory 4th Do you Know the Sum that was due to the Complainant from the Defendant for the rent of the Said Putts at the time of instituting the present Sent? If, Yea Set forth the manner in which you became so particularly acquainted and the truth declare—

Chinnadoo

Interrogatory 5th Were you or Were you not Hed Gardener of a Certain Garden in the Black Town of madras Commonly Known by the name and discription of Agapurys Garden? And were you so at the time the Defendant in the title of these Interrogatories Named first rented it? How Many well were there in the Said Garden at that time and was there always a Sufficient quantity of Water to Answer the usual purposes Did, or did not the Said Defendant after he intrabited the Garden Plant large quantities of Vegetables for Sale If Yea Set forth the Same with the Matters enquired of you by this Interrogatory and the truth declare—

Mr Samuel Moocartom Moorat

Interrogatory 6th Was or was not a certain House and Garden in the Black Town of Madras Commonly known by the name of Gregory agapurys Garden, let out by you or through your means to the Defendant in the title of these Interrogatories named in the year one Thousand Seven Hundred and ninety three? If yea In what month of the said Year was the said House and Garden let out by you, and from what period did the rent thereof Commence as you recollect Set forth the particulars fully and at large and whether you acted in the Caracity of agent to the Complainant when you rented the said House or whether you acted in any other and what Capacity—

To all the Witnesses

Interrogatory Last do you Know of any other matter or thing or have you heard, or Can you say any thing touching the matters in question in this Case, that may tend to the benefet and advantage of the Complainant in this Cause, besides what you have been interrogated unto Declare the same fully and at large as if you had been particularly interrogated thereto—

J. Chalmer

atty for Compt.

Between Moocartom Simon is Complainant

Mayors Court at Madraspatnam, and Carapet Moorat Cawn 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—

Thomas

Chinna Tomby, Weaver. Inhabitant of Madras, Aged.
forty five years or thereabouts being produced as a Witness in
this Causes on the Part of the Complainant, was on the twenty
third day of April one Thousand Seven Hundred and ninety
Eight Signified at the Office of Messrs Hall & Compton who
are Attornies for the Defendant by Durmanah my Servant
who also left them a Note of the Name, title, and Place of
Abode, of the said Deponent, and afterwards on the same day
being Sworn and Examined Deposeth as followeth —

1— To the First Interrogatory this Deponent Saith, that he
does reside in a Butt or Small dwelling near to the Garden
of the late Gregory Aga Perrys in the Black Town of
Madras This Deponent Saith that he does not now pay
the rent for the same to the Defendant in the title of these
Interrogatories named This Deponent Saith that he did
Originally hire the Butt or dwelling which he inhabits
from the Complainant in the title of these Interrogatories
named and that
to this the Complainants Dubash or Conicopoly named
Mootoo Comenah — This Deponent Saith, that she did
to the best of his recollection discontinue paying the
Complainants Dubash or Conicopoly the monthly rent
for a period of three years and odd Months, but cannot
state exactly from what time she so discontinued to
pay the said Mootoo Comarah the Complainants
Dubash or Conicopoly the rent for the said Butt — This

Deponent Saith the reason why he discontinued to pay the Monthly rent to the Said Mootoo Comarah, is that he was prevented from so doing by the Complainant in the title of these Interrogatories Named who Ordered him this Deponent to pay the Said Monthly rent for the Said Watt to him the Said Defendant which he did Accordingly, for the above Mentioned time that he Discontinued paying the Said Mootoo Comerah namely three years & odd Months & that the Said Monthly rent he so paid was exactly four Fanams p Month and more he Saith not to this or to the Last Interrogatory—

The Mark of ○ Chinnatomby

George Lys
Ex^r

Between Moocartom Simon is Complainant and Carapeit Moorat Cawn 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—

Venganah Barber, Inhabitant of Madras Aget Forty five Years or thereabouts being produced as a Witness in this Cause on the part of the Complainant, was on the twenty third day of April one Thousand Seven Hundred and ninety Eight Signified at the Office of Mess^rs Watt and Compton who are Attornies for the Defendant by Durmanah My Servant, who also left them a Note of the

Mayor's Court at Madraspatnam

Name

Name, title, and Place of Abode of the said Deponent and afterwards on the 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 Moocartom Simon in this Cause, and that he Hath so Known him ten years or thereabouts - and that he doth Known the Defendant Carapeit Moorat Cawn in this Cause, and that he hath so Known him three or four years - and more he saith not to this first Interrogatory—

2d ——— To the Second Interrogatory this Deponent Saith - that he does reside in a Hutt or Small Dwelling near to the Garden of the late Gregory Aya Perrys in the Black Town of Madras and he does not now pay the rent for the same to the Defendant in the title of these Interrogatories Named - This Deponent Saith that he did Originally Here the Hutt which he inhabits from the Complainant in the title of these Interrogatories Named and that he did pay the rent for the said Hutt to his the Complainants Dubash or Boncopoty named Mootoo Comerah - This Deponent Saith that to the best of his Recollection he did discontinue paying the Complainants Dubash or Boncopoly the Monthly rent for the Space of three years and Nine Months or thereabouts, but Cannot exactly say from what Month or in what year he so discontinued

to

to pay the Monthly rent for the Said Shutt to the Com=
plainants Dubash or Conicopoly, but thereason why he so
Discontinued, was that the Defendant in the title of
these Interrogatories Named prevented him from
paying the rent to the Said Mootoo Comerah, and Ordered
him this Deponent to pay him the Monthly rent which
he this Deponent did Accordingly, for the time Herein before
Mentioned Namely three years and nine Months that he
discontinued paying rent to the Said Mootoo Comerah and
this Deponent Saith that the Said rent so paid Monthly
was exactly four fanams p Month - and more he Saith -
not to this or to the last Interrogatory -

George Lys
A.M.

The Mark of ☒ Venganah

Between Moocartom Simon is
Complainant and Carapeit Moorat
Cawn is Defendant -

On the Part of the Complainant

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

Induspah, Gardiner, Inhabitant of Madras, Aged thirty five
years or thereabouts being produced as a Witness in this Cause on the
Part of the Complainant, was on the twenty third day of April,
One Thousand Seven Hundred and Ninety Eight Signified at the
Office of Messrs Hall & Compton who are attornies for the Defendant

Sys

by Durmanah my Servant who also left them a note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn & Examined Deposeth as followeth viz

To the first Interrogatory this Deponent saith that she does reside in a Mutt or Small dwelling near to the Garden of the late Gregory aga Derry's in the Black Town of Madras This Deponent saith that he does not now pay rent for the same at the Defendant in the title of these Interrogatories named This Deponent saith that he did originally Chare the Mutt or dwelling which he inhabits from the Complainant in the title of these interrogatories named and that he this Deponent did pay the rent to this the Complainants Dubash or Comicopoly, Named Mootoo Comarah This Deponent saith that to the best of his recollection he has discontinued paying the Complainants Dubash or Comicopoly the Monthly rent for about three years & an half. but this Deponent cannot take on himself to say from what year or Month exactly he so discontinued to pay the said Complainants Dubash the monthly rent for the said Mutt - If This Deponent saith that the reason he so Discontenued was that he was prevented by the the said Defendant and Ordered to pay the said monthly rent to him the said Defendant with which order he complied for the period of three years and an half and that the exact Monthly rent he always paid to the said Defendant was four fanams

He Saith not to this or to the last Interrogatory

George Lyt Esq.r

The Marker of Andiapah

Mayors Court at Madraspatnam

Between Moocartom Simon is. Complainant and Carapet Moorat Cawn 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—

Tandavarey Sawyer Inhabitant of Madras Aged thirty five Years or thereabouts—being produced as a Witness in this Cause on the Part of the Complainant was on the twenty eighth day of April One Thousands Seven Hundred & Ninety Eight Signified at the Office of Messrs. Hall & Compton who are attornies for the Defendant by Durmanah my Servant who also left them a note of the Name title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth—

1st—— To the first Interrogatory this Deponent Saith that he doth Know the Complainant Moocartom Simon in this Cause and that he hath so Known him four Months or thereabouts—and that he does not Know the Defendant Carapet Moorat Cawn in this Cause and more he Saith not to this first Interrogatory—

2d To the Second Interrogatory this Deponent Saith that he does reside in a Mutt or Small dwelling near to the Garden of the late Gregory Aga Perrys. in the Black Town of Mad.s

This

This Deponent Saith that he does not now pay the rent for the same to the Deponent in the title of these Interrogatories named This Deponent Saith that she did Originally hire the Butt or dwellings which he inhabits from one Mootoo Comarah the Dubash or Conicopoly of the Complainant in the title of These Interrogatories named This Deponent Saith he Cannot recollect when he discontinued paying the Complainants Dubash or Conicopoly the monthly rent, but that the reason why he so discontinued was that she was prevented from so doing by the Defendant People This Deponent Saith that the monthly rent he has always paid for the said Butt herein before mentioned was five Fanams pr month but he the Deponent Saith that he has not always paid the Defendant the monthly rent first he paid the Complainants Dubash or Conicopoly Mootoo Comarah then when prevented from so doing by the Defendant People he paid them the Monthly rent & now he again pays the aforementioned Mootoo Commarah the Complainants Dubash or Conicopoly the said monthly rent and more he saith not to this or to the last Interrogatory ——

George Lyall
Ex.

The Mark of Z Sundaroy

Between Moocartom Simon
is Complainant and Carapeet-
Moorat Cawn is Defendant-
On the Part of the Complainant

Mayors Court at Madraspatnam

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

Mootoo Comarah, Conicopoly, Inhabitant of Madras Aged thirty nine years or thereabouts being produced as a Witness in this Cause, on the Part of the Complainant was on the twenty third day of April, One Thousand Seven hundred and ninety Eight Signified at the Office of Messrs Hall & Compton who are attornies for the Defendant by Durmanah my Servant, who also left them a note of the name title and Place of Abode, of the said Deponent, and afterwards on the same day being Sworn and Examined Deposeth as followeth—

1st To the first Interrogatory this Deponent Saith, that he doth know the Complainant Moocartom Simon in this Cause and that he hath so known him twenty years or thereabouts and that he doth know the Defendant Carapeit Moorat Cawn in this Cause and that he hath so known him twenty years or thereabouts and more he saith not to this first Interrogatory -

3 To the third Interrogatory this Deponent Saith that he is in the Service of the Complainant in the Title of these Interrogatories Named in the Capacity of a Conicopoly and that he has been in such Service for these Ten years last past and was in the Service of the Complainants Grand Father for Ten years previous thereto in the Same Capacity

Capacity this Deponent Saith, that the said Complainant is Executor of Gregory Aga Perry deceased - This Deponent Saith that the Defendant in the title of these Interrogatories Named did hire or rent a House & Garden in the Black Town Commenly known by the name of Gregory Aga Perrys Garden the Property of the Estate - This Deponent Saith that to the best of his recollection the Said Defendant did hire, enter into and take prospesion of the Said House & Garden in the end of the Month of January or begining of the Month of February, in year One Thousand Seven Hundreds and Ninety, those This Deponent Saith that there are a Number of Hutts near to the Said Garden, the Property of the Complainant and that it was usual for him this Deponent to draw the rents for the Said Hutts, on account of the Said Complainant this Deponent Saith that he was about Six Months after the Said Defendant had hired the Said House & Garden prevented by the Said Defendants Peon on his the Said Defendants Accounts from drawing the rents of the Said Hutts, and that the pretence upon which he this Deponent was so prevented was because it was Said by the Peon that the Said Defendant was entitled to draw the rents for the Said Hutts & not the Complainant and more che Saith not to this third Interrogatory -

4th To the Fourth Interrogatory this Deponent Saith that the Sum that was due to the Complainant from

the Defendant for the rent of the said Butts at the time of instituting the present Suit was upwards of thirty nine Pagodas_ and that the manner in which he this Deponent became so particularly acquainted with the Sum due on account of the rent of the said Butts from the Defendant to the Complainant in the title of these Interrogatories named, is that being the Cancopoly of the Complainant he is well acquainted with the Sum that he used to Collect for rent of the said Butts for any given time, & of Course Knows what Sum he Should have Collected on Account of his Master the said Complainant had he Not been prevented from so doing by the said Defendants Peon as Herein beforementioned and more he Saith not to this, or to the last Interrogatory—

George Lys
Exr.

Between Mooccartom Simon
is Complainant and Carapeit —
Mayors Court at Madraspatnam Moorat Cawn 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—

Chinnadoo Maistry Garden Inhabitant of Madras Aged Thirty years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the twenty fifth day of April One Thousand Seven Hundred & Ninety Eight Signified

at the Affice of Messrs Hall & Compton who are attornies for the Defendant by Durmanah my Servant who also left them a note of the Name, titte and Place of Abode of the said Deponent and afterwards on the Same day being Sworn & Examined Deposeth as Followeth —

1st —— To the First Interrogatory this Deponent Saith, that he doth Know the Complainant Moocartom Simon in this Cause, & that he hath so Known him ten or twelve years - and that he doth Know the the Defendant Carapeet Moorat Cawn in this Cause, and that he hath so Known him five or six year and more he Saith not to this First Interrogatory —

5th —— To the Fifth Interrogatory this Deponent Saith that he was Head Gardener of a Certain Garden in the Black Town of Madras Commenly Known by the name and discription of Aga Perry's Garden and that he was the Ministry — Gardener at the time the Defendant in the title of these Interrogatories named first Rent a the said Garden — This Deponent Saith there were four Wells in the Said Garden at that time and that there was not always a Sufficient quantity of Water in the Hot and Dry Season in the Said Wells to Answer the usual purposes — This Deponent Saith the Said Defendant did after He inhabited the Said Garden plant large quantities of Vegetables for Sale — and more he Saith not to this or to the last Interrogatory —

George Lys
Exr

The Marke of 2 Chinnadoo

Mayors Court at Madraspatnam

Between Moocartom Simon is Complainant and Carapeit Moorat Cawn 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—

Samuel Moocartish Moorat Merchant Inhabitant of Madras Aged thirty nine years or thereabouts being produced as a Witness in this Cause, on the Part of the Complainant, was on the twenty-sixth day of April One Thousand Seven Hundred & Ninety Eight at the Office of Messrs Hall & Compton, who are Attornies for the Defendant, by Durmanah my Servant who also left them a Note of the Name, title & Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth—

1st — To the first Interrogatory this Deponent Saith, that that he doth Know the Complainant Moocartom Simon in this Cause, and that he hath so known him Eight or nine years— and that he doth know the Defendant Carapeet Moorat Cawn in this Cause, and that he hath so known him ten or Eleven years and more he saith not to this first Interrogatory—

6th — To the Sixth Interrogatory this Deponent Saith that a certain House and Garden in the Black Town of Madras Commonly known by the name of Gregory Aga Perry's Garden was let out by him to the Defendant in the title of these Interrogatories named in the year one Thousand Seven Hundred and ninety three this Deponent

Saith that the said House & Garden was so let out by him in the Month of February in the year abovementioned and that the speriod the rent thereof Commenced was from the Eighth day of February in the year above mentioned to the best of his recollection — This Deponent Saith that he did not directly act as the Agent of the Complainant when he rented the said House but that he this Deponent at that time acted as the Agent to Mr. Marcot Joseph who was Agent of the Complainant in the title of these Interrogatories — named — and more he Saith not to this or to this or to the last Interrogatory. —

George Lys
Exd.

Samuel M. Moorat

Additional Interrogatories

to be administred to Witnesses 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 Moocartom Simon is Complainant and Carapet Moorat Caun is Defendant —

On the part and behalf of the Complainant

Mr Samuel M Moorat

Interrogatory 1st Do you know the parties Complainant and Defendant in the title of these Interrogatories —

named or any and which of them, and how long have you
so known them or any and which of them respectively declare
the truth and your Knowledge herein —

Mr Samuel
& Morrat

2 Interrogatories 2 Are you, or are you not, possessed of any
Note or Letter in the hand writing of the Defendant in the
title of these Interrogatories named which mentions
the time when she Entered or took possession of the house and
Garden of the late Gregory Agapury If yea Set forth the
nature and Contents of the said paper writing, and the
occasion on which it was written, and also Set forth and
State the Manner in which you have lately found the
said paper, and whether you adverted to it when you were
last examined in this Cause Declare —

Ditto Interrogatory Last do you know of any other matter
or thing or have you heard or Can you say any thing
touching the matters in question in this Cause that may
tend to the benefit and advantage of the Complainant in
this Cause, besides what you have been interrogated unto
& Declare the same fully and at large as if you had been
particularly interrogatories thereto

P P Chalmers
atty for Compt.

Mayors Court at Madraspatnam

Between Moocartom Simon
is Complainant and Carapiel
Moorat Cawn 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—

Samuel Moocartish Moorat Merchant Inhabitant of Madras. Aged thirty nine years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the thirtieth day of April, one thousand Seven Hundred and ninety Eight Signified at the Office of Messrs. Hall & Compton, who are attornies for the Defendant, by Dasmanah my Servant who also left them a Note of the name title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth—

1st —— To the first Interrogatory this Deponent Saith that he doth know the Complainant Moocartom Simon in this Cause, and that he hath so known him Eight or nine years and that he doth know the Defendant Carapiet Moorat Cawn in this Cause, and that he hath so known him ten or Eleven years and more he saith not to this first Interrogatory—

2d —— To the Second Interrogatory this Deponent Saith that he is in possession of a note in the hand writing of the Defendant in the title of these Interrogatories named which mentions the time when he Sold or took

[redacted] possession of the house and Garden of the late Gregory Aga Perry - This Deponent Saith that the nature & Contents of the said Paper writing & the occasion on which it was written is as follows - that he this Deponent wrote in the month of July in the year one Thousand Seven Hundred & ninety four to this Defendant in order to Save himself the trouble of looking over his Papers to request he the said Defendant would inform him when he took Charge of Gregory Aga Perrys Garden that he might be enabled to settle with Mr Stratton Jacob, & on the same note receeved for answer from the said Defendant that he took Charge of the said Garden on the Eight day of February in the year one Thousand Seven Hundred and Ninety three This Deponent further Saith that the Mainner in which he found the said Paper in writing was that on being informed that he was to be Called on to give his Deposition in the present Suit he looked over all the Papers in his possession relative to said Gregory Aga Perry's Garden & Amongst them found the Paper writing regarding which he is now Speaking but this Deponent Saith that he did not advert to it when he was last Examined in this Cause - and more he Saith not to this or to the last Interrogatory

Samuel M Moorat

Sworn

Interrogatories to be

administered to such Wit-

nesses as shall be produced

Sworn and Examined in a

certain Cause now depending

and at Issue in the Honble

the Mayors Court at Madras-

patnam wherein Moocarteem

Simon of Madras Merchant

is Complainant and Carapet

Moorat Cauen of the same

place is Defendant—

On the Part and behalf of the Defendant

above named—

To all the 1st Witnesses Do you or do you not Know the Parties Complai-

nant and Defendant in the Title of these Interrogatories

named, or either, and which of them? If yea How long

have you so Known them, or either and which of them

Declare—

To all & Gregory Jacobus & Thavanjan Johannes 2d do you or do you not recollect having any Conversation

with the Defendant in the Title of these Interrogatories

named Same time in the year of Our Lord One

Thousand Seven Hundred and Ninety four or at any

other and what time relative to any Well or Wells

belonging to a Garden Commonly Called Gregory Aja

Perry's Garden? and if yea Set forth to the best of your

recollection the nature of Such Conversation — Did
you, or Did you not at any time, and when Subsequent
to Such Conversation or in Consequence thereof,
Survey, observe look at or examine any Well or Wells in
the Garden aforesaid and If yea, in what State or
Condition did the Same appear to be with regard to
Water? Setforth the Same, and the truth declare —

To Peter master
Moo too master
and Gardener

3d — Were you or were you not Some time in the Year
of Christ One Thousand Seven Hundred and ninety four
or at any other and what time in what year employed
in the Service of the Defendant in the Title of these
Interrogatories named, in a Certain Garden Commonly
called and known by the Name of Gregory Aya Perrijs —
Garden Situated in the Black Town of Madras and if yea
in what Capacity were you so employed? — Were there
any and How Many wells in the Said Garden, and if yea
In what State or Condition was or were Such Well or Wells
with Regard to Water? — Setforth the Same were there Many
Trees, Shrubs or Plants in the Said Garden, and if yea Was
the Water produced by or Contained in the Said Well or —
Wells Sufficient for the Watering or nutrition of Such
Trees, Shrubs or Plants or How otherwise? — If the Same was
not Sufficient Did the Defendant in the Title of these
Interrogatories named or any other person or persons and
who by Name, Dig Sink or excavate, or Cause to be dug
Sunk or excavated any Well or Wells, and if yea How many

in the aforesaid Garden If Such Well or Wells had not been so Dug Sunk and excavated; do you or do you not believe that the Plants Shurbs and Trees in the Said Garden would have parched withered and died, or How otherwise Setforth the same and the truth declar.—

To Mootoo Calaty Ameapah } 4th — Have you or have you not Seen a Certain Garden in the Black Town of madras, Commonly Called and Known by the Name of Gregory Aga Perry's Garden, and if yea is or is not the Same Sorrounded by Wall — If yea do you or Do you not recollect any and what part of the Said Wall to have fallen down from decay, at any and what time and if yea do you Know whether any person or persons and who by name did repair erect or rebuild the Same Declare—

To Badalah Lawn 5th Have you or Have you not Seen a Certain Garden in the Black Town of Madras, Commonly Called and Known by the Name of Gregory Aga Perry's Garden and If yea Is there or is there not Certain Dwelling Commonly Called a Bungaloe erected thereon and if yea Do you Know of any repairs the Same has at any and what particular time undergone, and if yea by what particular person by Name was the Same Repaired — Did you or did you or Did you not at any time by Monthly Collections or Chau otherwise, and by whose direction and Authority Collect or receive any and what rents from the Tenants or Occupants of any Small Houses or Huts Situated in any particular

and what Street or Streets belonging to the
Complainant in the Title of these Interrogatories
named and if yea, What Sum did you Collect and
receive Monthly and every month, and during how
many Months did you Collect and receive the Same,
to the best of your recollection and belief together with
your reasons for such belief declare.—

To Samuel Moorat } 6th Did or Did not the Defendant in the Title of these
Interrogatories named, enter into and what Contract
or Agreement, with you as the Agent of the Complainant
in the Title of these Interrogatories also named relative
to a Certain Garden Commonly Called Gregory Aga
Perry's Garden if yea Setforth the Nature or Tenor of
Such Agreement or Contract — upon what terms did the
Defendant so Rent the Same and was it understood —
that the Defendant Should be at the Expence of all
Repairs which the Said Garden and Appurtenances there-
=unto belonging might require or how otherwise declare—

Last Interrogatory Do you Know of any other Matter or thing or have
you heard or can you Setforth any thing touching the
Matters in question in this Cause that may tend
to the benefit or advantage of the Defendant in the
Title of these Interrogatories named if yea Setforth
the Same as you Know have heard, and do believe —
together with the reasons for such your belief —

Hall & Compton
Att'y for Def.t —

Mayors Court at Madraspatnam

Between Moocartom Simon of Madras Merchant is Complainant and Carapet Moorat Cawn of the same place is Defendant

On the Part of the Defendant

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

J. J. Chamier, Merchand Inhabitant of Madras Aged twenty Eight Years or thereabouts — being produced as a Witness in this Cause on the Part of the Defendant was on the twenty third Day of April One Thousand Seven hundred and ninety eight Signefied at the office of Mr. George Chalmer who is attorney for the Compt. by Durmanah my Servant who also left chim a Note of the Name, Sitte, and Place of Abode of the said Deponent, and afterwards on the same being sworn and Examined Deposeth as followeth—

1st —— To the first Interrogatory this Deponent Saith that he doth Know the Complainant Moocartom Simon in this Cause, and that he hath so Known chim from his this Deponents infancy — and that he doth Know the Defendant Carapet Moorat Cawn in this Cause, and that he hath so Known chim ten years or thereabouts and more he Saith not to this first Interrogatory —

2 —— To the Second Interrogatory this Deponent Saith that he does recollect having a Conversation with the Defendant on the title of these Interrogatories Named —

Some time in the year of our Lord one Thousand
Seven hundred and ninety four, and also at other times relative
to wells belonging to a Garden Commonly Called Gregory Agas
Perry's Garden, which Conversations to the best of this Deponents
recollections were as follows - The said Defendant Complai-
-ned that the wells in the said Garden were in bad Condition
as to water, not having sufficient for the purposes of watering
the Forces Shrubs and Plants, in the said Garden, and that
in Consequence thereof Many Trees and Shrubs had withered
away, and died, and that in Order to prevent any more
Trees and Shrubs from dying for want of water the
said Defendant told this Deponent that she had been
obliged to Sink two other wells in the said Garden to pro-
-cure water for the said Trees and Plants therein Contained.
This Deponent Saith that both Subsequent and prior to
such Conversations as above Mentioned She did look at the
wells in the Garden aforesaid but from the time that has
since elapsed, and from not being Materially interested
She Cannot take on Herself to say what State or
Condition the same did appear to be in with regards to
water - and more She Saith not to this or to the last
Interrogatory -

George Lys

Nazar Jacob Shamier

Between Moocartom Simon
of Madras Merchant is Complai-
nant and Carapet Moorat Cawn
of the Same place is Defendant
On the Part of the Defendant

Mayors Court at Madraspatnam

Depositions of Witnesses taken in this Cause, by and before the Examiner in this Court as Followeth—

Gregory Poolameer Merchant Inhabitant of Madras Aga thirty seven years or thereabouts being produced as a Witness in this Cause on the part of the Defendant was on the twenty Eighth day of April One Thousand Seven Hundred and Ninety Eight—, Signefied at the Offeci of Mr. George Chalmer who is Attorney for the Complainant, by Durmanah My Servant who also left him a Note of the Name, title, and Place of Abode of the Said Deponent and afterwards on the Same day being Sworn and Examined Deposeth as Followeth—

1st ——— To the first Interrogatory this Deponent Saith that he doth Know the Complainant Moocartoom Simon in this Cause, and that he hath so Known him twenty years or thereabouts and that he doth Know the Defendant Carapet Moorat Cawn in this Cause, and that he hath so Known him twelve years or thereabouts and more he Saith not to this first Interrogatory—

2d ——— To the Second Interrogatory this Deponent Saith that

He does recollect having had a Conversation with the Defendant in the title of these Interrogatories named Some time in the year of our Lord One Thousand Seven hundred & ninety four, relative to the Wells belonging to a Garden Commonly Called Gregory Agas Perry's Garden This Deponent Saith that to the best of his recollection the nature of Such Conversation was, that the Said Defendant Observed that the Wells in the Said Garden did not afford Sufficient water for the nutrition of the Trees Shrubs & Plants therein Contained — This Deponent Saith that Subsequent to Such Conversation She did look at & examine the Wells in the Garden aforesaid & that he found two of the Said Wells quite Dry & that the other two did appear to be but in an indifferent State with regard to water, & by no means adequate to watering the Said Garden & this Deponent Saith that in Consequence hereof the Said Defendant for the benefit of the Said Garden did Cause two additional Wells to be Sunk & made in the Said Garden & more he Saith not to this or to the last Interrogatory —

George Lys

Mayors Court at Madraspietnam

Between Moocartoon Simon of
madras Merchant is Complainant
and Carapet Moorat Cawn of the same
place is Defendant—
On the Part of the Defendant

Depositions of Witness taken in this Cause by and before
the Examiner in this Court as Followeth—

Havan Jan Cohan
Aged twenty nine years or thereabouts being produced as a
Witness in this Cause on the Part of the Defendant was on the
twenty first Day of April One Thousand Seven Hundred
and Ninety Eight Signified at the Office of Mr. George—
Chalmer who is attorney for the Complainant by Durmanah
my Servant who also left him a Note of the Name Sette, and
Place of Abode of the Said Defendant. and afterwards
on the same Day being Sworn & Examined Deposeth as
Followeth—

To the first Interrogatory this Deponent Saith that
he doth know the Complainant Moocartoon Simon
in this Cause, and that he hath so Known him
twenty years or thereabouts and. that he doth Know
the Defendant Carapet Moorat Cawn in this Cause,
and that that he hath so Known him Seven—
years or thereabouts and more he Saith not to this
first Interrogatory—

2d ——— To the first Interrogatory this Deponent Saith— that She does recollect having had a Conversation with the Defendant in the title of these Interrogatories named some time in the year of our Lord One Thou= =sand Seven Hundred and ninety Four relative to wells belonging to a Garden Commonly Called Gregory Aga Perry's Garden and to the best of this Deponents recollec= =tion the nature of such Conversation was as follows The Said Defendant observed to this Deponant that Some of the wells in the Garden above alluded to were in a bad Condition as to water This Deponent Saith that She did at the time of such Conversation look at and examine Some of the wells in the Garden aforesaid and this Deponent Saith that the State and Condis =tion in which the Same did appear to be with regard to water, was that there was but little, and Seemingly very inadequate to watering the Trees and Shrubs in the Said Garden, and that Several of the Trees and= =Shrubs did appear at the time alluded to, to be in a bad State and Condition for want of a Suffici= =ent quantity of water — and More She Saith not to this, or to the last Interrogatory —

George Lys
Exr.

H. Johannes

Between Moocarloon Simon of Madras Merchant is Complainant and Carapet Moorat Cawn of the same place is Defendant—

Mayors Court at Madraspatnam

On the Part of the Defendant

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

Pedro Maistry Gardener Inhabetant of Madras Aged thirty two years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Twenty-Sixth day of April, One Thousand Seven Hundred and Ninety Eight Signified at the office of Mr. George Chalmer who is attorney for the Complainant, by Durmanah 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 & Examined Deposeth as followeth—

1 ——— To the first Interrogatory this Deponent Saith that he doth Know the Complainant Moocartoon Simon in this Cause & that he hath so Known him two or three years and that he doth know the Defendant Carapet Moorat Cawn in this Cause and that he hath so known him five years or thereabouts — and more he Saith not to this first Interrogatory

2 ——— To the Third Interrogatory this Deponent Saith that he was in the year of Christ One Thousand Seven Hundred

and

Hundred & Ninety four employed in the Service of the Defendant in the title of these Interrogatories named in a Certain Garden Commonly Known by the name Gregory Aga Perrys Garden Situated in the Black Town of Madras, & that the Capacity in which he was so employ=ed was as a Maistry Gardiner — This Deponent Saith that there were four Wells in the Said Garden & that They were in a bad State and Condition with regards to water in the hot Season of the year — This Deponent Saith that there were many Trees Shrubs & Plants — in the Said Garden and that the Water Contained in and produced by the aforesaid Four Wells was not Sufficient in the hot Season for the nutrition of Such Trees Shrubs & Plants — This Deponent Saith that the Water Contained in the aforesaid Four Wells not being Sufficient the Defendant in the title of these Interrogatories Named did Cause to be Sunk & excavated two Additional Wells in the aforesaid Garden — This Deponent Saith that from Some — Plants & Shrubs having died previous to the two — additional Wells having been Sunk by the Said Defen=dant, he this Deponent does believe that if Such two additional Wells had not been Sunk many of the Trees Plants & Shrubs would have withered away & died for want of Water - and More he Saith not to this or to the last

George Lys Interrogatory —

The mark of + Pedro Maistry

Mayors Court at Madraspatnam

Between Moocartoon Simon of Madras Merchant & Complainant and Canapet Moorat Cawn of the same place is Defendant —

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

Mootoo Gardiner Maistry Inhabitant of Madras Aged fifty five years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant, was on the twenty Sixth day of April One Thousand Seven Hundred & ninety Eight Solemnized at the Office of Mr. George Chalmer who is attorney for the Complainant by Darmanah my Servant who also left him a Note of the Name title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth —

1. —— To the first Interrogatory this Deponent Saith that he does not know the Complainant Moocartoon Simon in this Cause and that he doth know the Defendant Canapet Moorat Cawn in the Cause, and that he hath so known him Seven or Eight Years and more

2. —— To the second Interrogatory this Deponent Saith he Saith not to this first Interrogatory —

3. —— To the third Interrogatory this Deponent Saith that he was in the year of Christ One thousand Seven

Hundred Ninety four employed in the Service of the Defendants in the Title of these Interrogatories named in a Certain Garden Commonly Known by the name of Gregory Aga Perry's Garden Situated in the Black Town of Madras and that the Capacity in which He was so employed was as Assistant Gardener This Deponent Saith that there were four Wells in the Said Garden and that Such Wells were in a bad State and Condition as to Water in the Hot Season — This Deponent Saith that there were many Trees, Shrubs & Plants in the Said Garden & that the Water produced by or Contained in the Said Wells, was not Sufficient for the Watering of Such Trees, Shrubs & Plants This Deponent Saith that Such Wells as aforesaid not Containing Sufficient Water for Watering the Said Garden — This Defendant in the Title of these Interrogatories named caused Two additional Wells to be Sunk in the aforesaid Garden This Deponent Saith that if Such Two additional Wells as aforesaid had not been Sunk he does believe that many of the Plants, Trees & Shrubs in the Said Garden would have been parched withered and died & that this Reason for

Such

Such belief is that previous to the Defendants
Sinking the two additional Wells many of the
Small Shrubs Trees & Plants did Wither &
die for want of a Sufficient quantity of Water
and more he saith not to this or to the last
Interrogatory—

George Lyes
Esq.

The Mark of ☓ Mootoo Naicky

Mayors Court at Madraspatnam

Between Moocartoon
Simon of Madras Merchant
is Complainant and Canapet
Moorat Cawn of the Same
place is Defendant—

On the Part of the Defendant

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

Andy Gardener Inhabitant of Madras Aged Twenty
Seven years or thereabouts being produced as a Witness in this

Cause

Cause on the Part of the Defendant was on the
Sixteenth day of April one Thousand Seven hundred and
ninety Eight Signefied at the Office of Mr. George Chalmer who
is Attorney for the Complainant by Durmanah my Servant
who also left Chim a Note of the Name Sitte and Place of
Abode of the said Deponent and afterwards on the Same
Day being Sworn and Examined Deposeth as followeth—

1st —— To the first Interrogatory this Deponent Saith
that he does not Know the Complainant Moocartoon
Simon in this Cause, and that he doth Know the
Defendant Carapet Moorat Cawn in this Cause and
that he hath so Known Chim four years or
thereabouts and more he Saith not to this first
Interrogatory ——

3d —— To the Third Interrogatory this Deponent Saith
that he was Some time in the year of Christ One
Thousand Seven hundred & ninety four imployed
in the Service of the Defendant in the Sitte of
These Interrogatories named in the Capacity of a Gardener
in a Certain Garden Commonly Called and Known
by the Name of Gregory Aga Perry's Garden Situated
in the Black Town of Madras — This Deponent
Saith that there were four Wells in the Said Garden
and that two of the Said Wells were in very good State
and Condition with regard to Water all the Year through,

but

but that the other two Wells in the Hot weather did not give a Sufficiency of water for the purposes required — This Deponent Saith that there were a great many Trees Shrubs & Plants in the Said Garden and that the Water produced by or Contained in the Said Wells was not Sufficient for the watering or nutrition of Such Trees Shrubs & Plants — This Deponent Saith that the Water Contained in the aforesaid Wells not being Sufficient for the nutrition of the Shrubs Plants & Trees Contained in the aforesaid Gar- =den The Defendant in the title of this Interro- =gatories named did employ Some Bricklayers and Tank Diggers to Sink or excavate two Additional Wells in the aforesaid Garden, and this Deponent Saith that if Such two additional Wells as hereon above mentioned had not been Sunk & excavated He does believe that the Plants Shrubs & Trees in the Said Garden would have Parched, withered, & died and more She Saith not to this or the the last Interrogatory

George Lyes Ex.

The Mark of Andy

Mayors Court at Madraspatnam

Between Moocartoon Simon of Madras Merchant is Complainant and Canapet Moorat Cawn of the Same Place is Defendant—

On the Part of the Defendant

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

Samuel Moorat Merchant Inhabitant of Madras Aged thirty Nine years or thereabouts—being produced as a Witness in this Cause on the Part of the Defendant was on the twenty Sixth Day of April One Thousand Seven Hundreds and Ninety Eight Sworn at the Office of Mr. George Chalmer who is Attorney for the Complainant by Durmanah my Servant who also left him a Note of the Same—as Title and Place of Abode of the Said Deponent 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 Moocartoon Simon in this Cause, and that he Saith so Know him—

Eight or nine years — & that he doth know the Defendant Carapiet Moorat Cawn in this Cause and that he hath so known him ten or eleven years — and more he saith not to this First Interrogatory —

To the Sixth Interrogatory this Deponent saith that the Defendant in the title of these — Interrogatories named did enter into a verbal Contract or agreement with him as the agent of Mr. Maroot Joseph who was the agent of the Complainant in the Title of these Interro-gatories also named relative to a Certain Garden Commonly Called Gregory Aga Perry's Garden, and that the nature of such Agreement was as follows, The said Defendant agreed with this Deponent to rent the said Garden herein before Mentioned for a Period of three Years from the Eighth of February One Thousand & Seven Hundred and Ninety three — and & this Deponent saith that the terms on which the said Defendant so rented the same, was at a rent of Two Hundred Pagodas pr year — This Deponent saith that he Cannot

take

take on himself to say that it was understood and agreed on by the said Defendant and this Deponent that the Defendant Shaulde be at the expence of all repairs which the Saide Garden and appurtenances thereunto belonging might require but this Deponent saith that it was agreed on by the said Defendant that she the said Defendant should bear all expences for of the said Garden — and more she saith not to this or to the last Interrogatory —

George Lyst Esq^r

Samuel Moorat

Court of the Recorder at Fort St. George Madras } Friday the 7th day of December Anno Domini 1798 —

Present

Sir Thomas Strange Knight Recorder
William Abbott Esquire Mayor and
William Webb Aldermen

Between

Between Macartom
Simon of Madras Merchant
Complainant and Carapet
Moorat Cawn of the Same
Place Defendant —

This Cause Coming on to be Heard and
Debated this day in the presence of the Attornies
on both Sides On Hearing the Pleadings 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 Twe Chundred and Thirty-
Pagodas and Twenty Six fanams / Pagodas 530.26 ../
together with all such Interest as now is or Shall
hereafter become due there untill full pay-
=ment is made also all Costs of this Suit —

J. Lus

Filed 12th March
5795.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Shew unto this
Honble Court your Orators Attorney Lambert David Ross and James
Mc Taggart of Calcutta Merchants and Copartners under the firm of
Lambert Ross and Co by their Attornies Benjamin Roebuck and
William Abbott of Fort Saint George Merchants that some time on
or about the Month of September which was in the year of Our
Lord One Thousand Seven Hundred and Ninety three your Orators
did Cause to be Laden on their Joint Account on board the Ship
the Hannah Whereof James Robison was Commander and then
lying in the River Hughley a quantity of Rice the Joint
property of your Orators Consigned to your Orators Attornies at
Madras to which place the said Ship the Hannah was bound
and was shortly intended to proceed And your Orators Shew
unto this Honble Court that being desirous of covering the risk
on the said Rice so Shipped on Board the said Ship
the Hannah by Effecting an insurance thereon at some of the
Offices of Insurance at Madras aforesaid your Orators did instruct
their said Attornies to make the Necessary Applications and

Survive

pursue the Necessary Measures for that purpose And your Orator Shew
unto this Hoble Court that their said Attornies in Consequence thereof
On the Thirteenth day of September in the said year of Our Lord
One Thousand Seven hundred and Ninety Three did Effect an insurance
+ on or upon the said Rice that is to say in the Account of the
Sum of Two Thousand Pagodas at the Office of Letchmedut Vellaeum
and Vajoodut Letchmedut at a premium of three and an half per
Cent thereon Accounting in the whole to the Sum of Seventy Pagodas, and
which said Sum of Seventy Pagodas being the said premium on the
said Sum of Two Thousand Pagodas at and after the rate of
three and half per Cent as aforesaid your Orator said Attorney
did on the thirteenth day of September pay unto the hands of
the said Letchmedut Vellaeund and Vajoodut Letchmedut
who did thereupon and inconsideration thereof Enter into and Execute
to your Orator said Attornies for Account of your Orator a certain
policy of Insurance bearing date the said thirtieth day of September
whereby they the said Letchmedut Vellaeund and Vajoodut Letchmedut
did Ensure and take upon themselves the rest of the said Sum
of two Thousand Pagodas upon the said Rice at and from
Calcutta to Madras aforesaid the said Risk to commence from
the Sixth day of the said Month of September and to continue
and Endure until fourteen days after the Arrival of the said

Ship

Ship the Hannah at Madras Aforesaid as may More fully and
at large Appear by the said Policy of Insurance so Executed
by the said Letchemedutt Nellacumd said Vasood at Letchumedutt
Now in the Possession of your Orator said Attornies and ready
to be produced when required by this Honble Court And your
Orator Shew unto this Honble Court that the said Ship the
Hannah Sometime On or about the twenty first day of September
Madras with the said Rice so Shipped by your Orator as above
Setforth on board of her And your Orator Shew unto this Honble
Court that at the time the said Ship the Hannah did Said
from Calpee aforesaid to Wit on the said twenty first day
of September One thousand Seven hundred and Ninety three
She was a light Vessel well Manned and found in all
respects well every Necessary Store requisite for Such a Vessel
and such a Voyage And your Orator Shew unto this Honble
Court that the said Ship the Hannah did proceed in the
Voyage down the River Hughly under the Charge of Pilot
without any Material Accident occurring until the twenty
Seventh day of the said Month of September When being at
Anchor in the South Channel a Gale of Wind Sat in
from the South East accompanied by a heavy Sea which
occasioned

Occasioned the said Ship the Hannah to labour pitch and
Strain and in Consequence thereof the said Ship the Hannah
become Suddenly very leaky and your Orator Shew unto this
Honble Court that the said Leak was Shortly afterwards Stopped
and the said Ship the Hannah Arrived in the Road of
Madras on the fourteenth day of the Month of October following
when Sixty Men were Sent off from the Shore to Assist the Crew
then on Board, but the Scarsity of Boats and the high Surf
impeded the landing of her Cargo and your Orator Shew unto this
Honble Court that on the Sixteenth day of the said Month of October
the Monsoon Set in with considerable Violence the Wind blowing a
Very Strong Gale from the Northward and Eastward and Eastward
and during the Nights of the said Sixteenth day of October the said
Gale encreased and on the Morning of the Seventeenth day of the
said Month of October the Weather became so very Violent and dreadful
that Many of the Ships then in the Roads of Madras aforesaid
put to Sea and a great Number of the Small Craft ran on Shore
and your Orator Shew unto this Honble Court that In the
Afternoon of the same day the said Ship the Hannah also put
to Sea and Apparently in such good Condition that She had Not
about One foot Water in her Hold and your Orator Shew unto
this Honble Court that the said Ship the Hannah did continue

in

in Such good Condetion for a consederable time notwithstanding
the Violence of the Weather as Aforesaid but the said Gale
Encreasing and Veering to different directions the said Ship the
Hannah on the Night of the said Seventeenth day of the said
Month of October died Founder at Sea and was totally lost together
with the greatest part of her Crew And your Orator Shew unto
this Honble Court that such the loss of the said Ship the Hannah
was Entirely occasioned by the said Gales of Wind which She
see in with and Encountered as Aforesaid And your Orator
Shew unto this Honble Court that by reason of the premises they
the said Letchemedut Nellacum and Vasoodut Letchemedut died
become and are Justly and truly indebted unto your Orator
in the said Sum of Two Thousand Pagodas Sterling in Sterling
Money of Great Britain at the rate of Eight Sterlings for
Every Pagoda the Sum of Eight hundred Pounds or thereabouts
And your Orator Shew unto this Honble Court that the said
Letchemedut Nellacum and Vasoodut Letchemedut being so
indebted unto your Orator as Aforesaid your Orator did by their
Said Attornies frequently and in a friendly Manner Apply unto the
Said Letchemedut Nellacum and Vasoodat Letchemedut and
request them to pay and Satisfy unto your Orator the said
Sume of two Thousand Pagodas. —

But

Occasioned the said Ship the Hannah to labour pitch and
Strain and in Consequence thereof the said Ship the Hannah
become Suddenly very leaky and your Orator Shew unto this
Honble Court that the said Leak was Shortly afterwards Stopped
and the said Ship the Hannah Arrived in the Road of
Madras on the Fourteenth day of the Month of October following
when Fifty Men were Sent off from the Shore to assist the Crew
then on Board, but the Scarcity of Boats and the high Surf
impeded the landing of her Cargo And your Orator Shew unto this
Honble Court that on the Sixteenth day of the said Month of October
the Monsoon Set in with considerable Violence the Wind blowing a
very Strong Gale from the Northward and Eastward and Eastward
and during the Night of the said Sixteenth day of October the said
Gale encreased and on the Morning of the Seventeenth day of the
said Month of October the Weather became so very Violent and dreadful
that Many of the Ships then in the Roads of Madras aforesaid
put to Sea and a great Number of the Small Craft ran on Shore
And your Orator Shew unto this Honble Court that In the
afternoon of the same day the said Ship the Hannah also put
to Sea and Apparently in such good Condition that She had Not
about One foot Water in her Hold And your Orator Shew unto
this Honble Court that the said Ship the Hannah did continue

in

in Such good Condetion for a consederable time Notwithstanding the Violence of the Weather as Aforesaid but the said Gale Encreasing and Veering to different directions the said Ship the Hannah on the Night of the Said Seventeenth day of the said Month of October did Founder at Sea and was totally Lost together with the greatest part of her Crew And your Orator Shew unto this Honble Court that such the loss of the said Ship the Hannah was Entirely occasioned by the said Gales of Wind which She Met in with and Encountered as Aforesaid And your Orator Shew unto this Honble Court that by reason of the premises they the said Letchemedut Nellacum and Vasoodut Letchemedut are become and are Justly and truly indebted unto your Orator in the said Sum of Two Thousand Pagodas Reckoning in Sterling Money of Great Britain at the rate of Eight Sterlings for Every Pagoda the Sum of Eight hundred Pounds or thereabouts And your Orator Shew unto this Honble Court that the said Letchemedut Nellacum and Vasoodut Letchemedut being so indebted unto your Orator as Aforesaid your Orator did by their Said Attornies frequently and in a friendly Manner Apply unto the Said Letchemedut Nellacum and Vasoodut Letchemedut and request them to pay and Satisfy unto your Orator the said Sume of two Thousand Pagodas. —

But

Sub Nova Sorte is May

this Honble Court the said Lieutenant Mallacott and Ca
Lieutenant Obstinately and Wilfully refuse to pay the same
give your Orator any Manner of Satisfaction touching the
your Orator therefore pray a General Relief Such as to this
Court Shall Appear Agreable to Equity and Good Conscience
the End therefore that the said Lieutenant Mallacott
and Associate Lieutenant May shew their Corporal Oaths full to
direct and perfect Answer Made to all and Singular the Premises
and things herein before Set forth and Alledged as fully truly and
Effectually to all intents and purposes as if the same were here
repeated and interrogated And that they may be Decreed to pay
your Orator the aforesaid Sum of Five thousand Pagodas toge
with all Such Interest as Ware is or Shall hereafter become due
thereon also all Costs of Suit.

May it please this Honble Court
to Cause the said Lieutenant Mallacott and Associate Lieutenant
to be Summoned and required by the Sheriff of Fort St George
Town of Madrass patnam and the Districts thereof personally to be and
Appear before this Honble Court at a certain time and place to be
by this Honble Court prescribed and Appointed then and there

to Answer this your Orators Bill of Complaint and further to Stand to, and Abide by such Order and Decree therein as to this Hontble Court Shall seem Meet. —

Madras Patnam 12th March 1795.

Stuart Hall
Atty for Complainant

This Bill was Shewn to Me in the days of Adjournment, the Mayor being Interested let a Summons Issue returnable next Court day. —

Sur Hall
Senr. Alderman

The Several Pleas and Answer of Letchemeedut Nellacum Dand Vasoodut Letchmeedut of Madras Inhabitants Defendants to the Bill of Complaint of Anthony Lambert Dand Ross and James McTaggart of Calcutta Merchants and Copartners under the Firm of Lambert, Ross and Co. by their Attornies Benjamin Roebuck and William Abbott of Fort St. George Merchants Complainants. —

The Scope and End of the Complainants Bill is to Compel these Defendants to pay unto them the Sum of

Two

Two Thousand Pagodas with Interest due thereon, Which said Sum of Two Thousand Pagodas being as the Complainants by their said Attornies pretend the Amount of a certain risk Insured by these Defendants on a certain quantity of Rice said to be laden on the Ship Hannah under a certain policy of Insurance bearing date the thirtieth day of December Which was in the year of Christ One thousand Seven hundred and Ninety three by these Defendants duly executed And whereby these Defendants took upon themselves the risk of the said Sum of Two thousand Pagodas upon the rice so laden on the said Ship Hannah at and from Calcutta to Madras The risk to Continue and indure until fourteen days after her Arrival at her destined Port And For as much that on the Seventeenth day of October which was in the year One thousand Seven hundred and Ninety three, a Gale of Wind having set in from the N E the said Ship was Obliged to quit the road of Madras and afterwards foundered, and a total loss being Occasioned thereby the said Complainants pretend that they have a right to recover the said Sum of Two thousand Pagodas together With an Interest which they pretend has Arisen and grown due thereon These Defendants by Protestation Not Confessing or Acknowledging or any of the Matters or things in the said Bill Contained to be true in such Sort Manner and form as the same are therein and thereby Charged Alledged and Set forth For Plea

Thereunto

thereunto say that previous to these Defendants Executing the Policy upon which the present Action is founded the said Benjamin Roebuck and William Abbott by the Direction of the Complainants and as Attornies of Joseph Harding of Bombay did effect an Insurance in the Office of the Madras Insurance Company on Grain laden on the said Ship Hannah to the Amount of Ten thousand Pagodas that after the loss of the said Ship Payment was demanded of the sums Insured which was refused on the part of the said Company by reason of the said Ship Not being Sea worthy at the time the Insurance was made, and because there was Not under all the Circumstance of the Case after Statement and disclosure But a Concealment Materially varying the risk understood to be run And these Defendants say that for the purpose of Settling the said Claim It was Agreed upon by and between the Said Benjamin Roebuck and William Abbott and the said Madras Insurance Company to Submit it to Arbitration and thereupon Messrs. William Fairlie R:S: Perreau of Calcutta and Captains James Ede and J.B. Hudson of the same place being Chosen as Arbitrators Penalty Bonds were entered into by the said parties to Submit to their Award and which Submission was on the First day of July last Made a Rule of this Honble Court And these Defendants further say that the said Benjamin Roebuck and William Abbott did send to these Defendants previous to the said Arbitration to King place and through the Means of Nagapah Chitty their Dubash who [illegible] demanded payment of the Sum Insured by

Whereupon these Defendants proposed that as the case of the old Madras Insurance Company, and theirs were exactly similar that these Defendants would abide by the Award that Should be given That is to Say That if the said Madras Insurance Company Should be Ordered to pay the Amount Insured by them these Defendants would also pay their Lo.s But if they were not Ordered to pay that then these Defendants Should be exonerated And these Defendants further say that this proposal being Communicated to the said Benjamin Roebuck and William Abbott through the said Nagapah Chitty they immediatly Assented to it and Said that the said Arbitration Should decide the Claim on these Defendants and these Defendants further say that they then proposed that a Written Agreement Should be executed which proposal the said Nagapah Chitty having Communicated to the said Benjamin Roebuck and William Abbott He Informed these Defendants that it was unnecessary For that the said Benjamin Roebuck and William Abbott having Assented to the Terms proposed would adhere strictly to their Word whereupon these Defendants remained Satisfied and from that time Considered that the Award which was to be pronounced by the said Arbitrator would be final with respect to them. And these Defendants further say that pursuant to the terms of the Submission the said Arbitrators did on the Eighteenth day of August which was in the year of our Lord One Thousand Seven hundred and Ninety four duely Make and Publish their Award in Writing wherein after Premising that there was an improper Concealment of Circumstances respecting the State and Condition of the Hannah in the Application Made for the

Insurance

Insurance they Awarded the Policy to be Null and Void and that the same Should be delivered up the Premium being Ordered to be returned as by the said Award Copy whereof Marked A these Defendants have Hereunto Annexed relation being thereunto had will more fully Appear the Original being the possession of the said Benjamin Roebuck and the Counterpart in the possession of the Secretary of the Insurance Company as these Defendants have heard and Do believe

And these Defendants further say that in Conformity to the said Award they Offered to pay to the said Benjamen Roebuck and William Abbott the Premium by them Received And thereupon they Expected to be exonerated as the Madras Insurance Company had been and the Policy delivered up But to the Surprise and After Astonishment of these Defendants the said Benjamin Roebuck and William Abbott refused to Adhere to the terms of their Agreement And Caused the present Suit to be instituted And therefore these Defendants do plead the said Award in Bar to the said Complainants said Present Bill and humbly Pray the Judgment of this Honble Court whether they Shall be Compelled to Make any further or other Answer thereto And these Defendants Not Waiving their said Plea but wholly relying and insisting thereon for Answer to the Residue of the said Bill or unto so much thereof as these Defendants are advised it is Necessary for them to Make Answer unto, Answer and Say, That on or About the Thirtieth day of September which was in the year of Christ One Thousand Seven Hundred and Ninety three, an Application having

been

been Made to these Defendants, to Insure the Sum of Five thousand Pagodas on rice said to be laden on the Ship Hannah they did Consent thereto and in Consideration of a permium of Seventy Pagodas being at the rate of Three and half per Cent they Executed the Policy Alluded to in the Complainants Bill and which has since been delivered into this Hon'ble Court But these Defendants do Not Know further than they are informed in and by the said Bill of Complaint Whether the rice on which the said Insurance was Made, was Actually Shipped and Consequently Cannot from their own Knowledge pretend to say Whether the Complainant had an Actual Interest on board the said Ship Hannah or Not And these Defendants further Answering Admit that the said Ship Hannah might some time on or about the Twenty first day of September and year aforementioned have sailed from Culpee in the River Hugely for the Port of Madras, and these Defendants also Admit that She might have been well Manned and found with every Necessary Store requisite for such a Vessel and such a Voyage But these Defendants do not believe that the said Ship Hannah was either light Manned or Strong On the Contrary these Defendants believe that She was a Weak Crazy and infirm Vessel, And these Defendants also Admit that soon after the Arrival of the said Ship Hannah in Madras Road the Monsoon having set in with Violence she was Obliged with Many other Vessel to put to Sea and soon afterwards foundered, But these Defendants deny that by reason thereof they are indebted to the Complainant in the Sum of Two thousand Pagodas as is Charged in and by the said Bill of Complaint or in any other Sum or Sums of Money Whatever by reason of the said Insurance Further

Shew

than the between it Premium Because these Defendants say that
there was not under all the Circumstances of the case at the time
the Policy was underwritten a fair Statement and disclosure but a
Concealment Varying and Materially increasing the risk Understood to be
run by these Defendants And because the Ship evidently was not
Sea Worthy at the time the Insurance was made And in Support
of the principles upon which these Defendants depend upon being
exonerated from paying the Sum Insured These Defendants say
they are advised that in the Books which treat on the Subject
of Marine Insurance It is laid down that a full Communication
of every particular Circumstance relating to the risk is incumbent
on the Assured and what the Laws of Insurance Regedly require
The Assured is often the Owner of the Ship He is in all cases
More Connected with the Owner of the Ship than the Underwriters,
he has few better opportunities therefore of being Acquainted with
the Nature of the Adventure the Strength of the Ship the Condition
of the Cargo the perils of the Voyage and with regard to any
peculiarity in these respects, the Underwriters Must depend on
the information of his Assured It becomes absolutely Necessary therefore
to guard with the utmost Circumspection Against Fraudulent
Conduct on the part of the Assured, for which there is so
much temptation and opportunity Not only therefore is the smallest
degree of deceit and direct Misrepresentation, sufficient, to destroy
the policy According to these principles But every intentional 4
Concealment

Concealment of Circumstance which may in any way affect the Consent of Parties is a breach of that peculiar Trust and Confidence reposed by the one party on the other and it Vacates the Agreement as a Species of Fraud. And in Order to Shew that these General principles Apply to the Case of the Hannah, These Defendants pray leave to State the facts which have come to their knowledge since the time they underwrote the Policy upon which the present Action is brought Some time in or about the Month of August which was in the year of our Lord One thousand Seven hundred and Ninety three, The Complainants as these Defendants have been informed being desirous of effecting an Insurance on Several Vessels partly for themselves and partly for Constituents of which the said Ship Hannah was One did for that purpose Make Application to the Old Calcutta Insurance Company who in Conformity to their Usual and Customary Mode of Transacting business referred the eligibility of the risk to their Surveyor who Made a report as follows.—

"The Hannah Captain Robertson is one of
"Our old Indiamen, is but in very indifferent Condition Much
"Logg'd and was very leaky Coming in they are Cutting off her poop
"in Order to ease her She was Much Strained and Lost in
"endeavouring to have her down About two year ago, if a risk is
"taken on her I think it should Not be great and the premium
"Some thing More than that on a good Sound Cask Ship" That

In

"That in Consequence of this report the Secretary of the said Insurance
"Company & these Defendants have been informed Answered the
"Application of the said Complainants as follows We would rather
"decline taking a risk on the Hannah from the very unfavourable
Report that is Made to us on that head but if the other risks are
"given to us and you cannot get the insurance on her done Otherwise
"We will take to the Amount of 30. or 40,000 Rupees upon her to
"Madras at a premium of Two per Cent with Exception to the risque
"of Average.—

And these Defendants for the information and inspection of this Hon'ble Court have Annexed hereto Copies of the said Original letter Marked C and B and as such these Defendants trust they will be enabled to prove them Should denial on the part of the Complainants render it Necessary These Defendants further Answering Say that the said Complainants having received so little encouragement from the Old Calcutta Insurance Company Made a further Application to the Offices of that place but who all declined Insuring the said Ship as these Defendants are informed the risk being Considered very ineligible from the Nature of the report Made by the Surveyor of the Vessel And these Defendants further Answering say that the Condition and Character of the Hannah being Such as to deter every Office in Calcutta from taking a risk upon her Excepting one and the terms which they agreed upon being very disproportioned to Other Ships the said

Complainants

Complainants deemed it expedient as it appears to resort to Madras
on the expectation of the Insurance being effected on Much More
Moderate terms But instead of fairly Communicating the State and Condition
of the said Ship Hannah and the Opinion which the Surveyors
entertained of her the said Complainants in their Instructions. For
Insurance Mentioned Simply that the Hannah had on board Five
Hundred Cags which was all that She Could take in at Calcutta
That the remainder were loading on Sloops and so soon as the Strength
of the Tides had some what abated which would be in two or three
days She would Drop down or if any other information of a More
full and ample Nature was sent It does not Appear to have
been Communicated by the said Benjamin Roebuck and William
Abbott in the letter of Application to the Secretary of the Madras
Insurance Company Copy which of these Defendants have hereunto
Annexed for the inspection of this Honble Court Marked with Letter
D. And these Defendants further Answering Say that the said
Benjamin Roebuck, and William Roebuck and William Abbott
having in pursuance of their Instructions procured the sum of Ten Thousand
Pagodas to be insured on the Old Madras Insurance Company and
the like Sum of the New Madras Insurance Company and having
Still Two Thousand Pagodas Uncovered they Caused an Application by
Means of a Broker to be Made to these Defendants whom Order
to induce these Defendants to take the risk represented the said
Ship Hannah as a very excellent Vessel and which had induced the
said

Said two Offices to Insure a large Sum upon her, That Confiding
on these Assurances and Verily believing that the information given by
the Brother was in every respect true And that there was No Concealment
of Circumstances either on the part of the said Complainants or their
Agents These Defendants were therefore induced to take the risk at
the rate of three and half per Cent And these Defendants humbly
insist that the Complainants Ought Not only to have Mentioned
what they Know of the Hamad at the time the Application
was Made to these Defendants, but Ought also to have Communicated
the Opinion which the Surveyors Calcutta entertained, of the
terms on which One Office had Agreed to insure her and the
rejection of the Other For in Contracts of this Nature Where
the Insurer relies on the information of the Assured, there ought
Not to be the Smallest Concealment or suppression of Circumstance
as the Insurer Might from that Fair and Candid representation
which he is entitled to be induced either to reject the risk
or to require a higher premium and which Certainly would
have been the case with these Defendants had they been told
the Hamad was an Old Indiaman that during her last Voyage
She had been extremely leaky, That in Order to save her it had
been deemed Expedient to Cut off her Poop and that her situation
being thus Exposed it had operated so far on the Calcutta Offices
as to induce only One Office to take a Risk upon her under
Circumstances.—

Circumstances of peculiarly Strong inducement Namely ten per Cent
free of Average These Defendants therefore humbly Contend that
from the Concealment of these facts the Policy has become Void
And these Defendants upon the principles aforesaid entirely exonerated
And these Defendants for further Answer say that while the report
of the Surveyor at Calcutta evidently Shew that the Hannah was a
very bad Ship Subsequent Circumstances demonstrate her to be Altogether
Unseaworthy For the Protest made by the Commander of the Hannah
as these Defendants have been informed States that being at an
Anchor in the South Channel No Material incident having previously
occurred a Gale of Wind set in from the S.E. in Consequence whereof
She became so leaky that in Twenty four hours after two Pumps
were incessantly kept going to free her That the Weather having
afterwards moderated he proceeded on his Voyage and when at
Sea he Caused the Wings to be Cleared in Order to Search for
the leaks when he found that a Butt end had Started and
Several of the Seams were greatly distended and the sides Altogether
much Strained And these Defendants humbly Contend that these
facts Shewn by the Protest are in themselves proof of the said
Ship Hannah insufficient State and utter incapacity to perform the
Voyage from the beginning For the Protest does not state the Gale
to have been particularly Severe And it appears to have been of
Such short duration that it is impossible to Suppose any Ship in

a

a Sea Worthy Condition could While at an Anchor have
Suffered as she did These Defendants therefore Conceive themselves
fully Warranted in Asserting that her Iron Work Must have been
greatly decayed as well as her Planks and Timbers Otherwise that
a Butt end Could Not have Started Nor the Seams have been
distended and sides Strained, as by the Protest they Appear to
have been Besides it is a fact well known as these Defendants
have been informed that several Other Ships were at an Anchor
in the South Channel at the same time & more of them suffered
damage or any Material inconvenience from the Gale and therefore
on the principles of Sea Worthiness these Defendants Conceive they
are also exonerated, For According to the Laws of Insurance as these
Defendants are Advised every person who applies for an Insurance
by an implied Warranty is supposed to Warrant the Sufficiency of the
Vessel he wishes to Insure and every Insurer to Contract on that faith
and belief and therefore if a Vessel has Contracted a weakness in her
Hull or has defect Which exposes her to the risk of Sounding as Must
have been the Case with the Hannah it will Operate to Vacate the
Policy Which Principles these Defendants are Advised have been
fully established by a Variety of Adjudged cases and are Carryed
so far that the Insurer is liberated even Where the Insured
and Assured are both ignorant as to the Condition of the Vessel
and Where the latter says or Conceals Nothing to Mislead the
former For it is laid down that the Obligation of parties Must

be

to limitted to those risks which it is supposed they had in their View when the Bargain was Made, and which doctrine is founded upon the General principles of Insurance Law that they Shall not be responsible for any loss Arising from the defective quality of the thing Insured And lastly these Defendants say that they have at all times been ready to return the Premium and which they now pray leave to deliver into Court In full of Principal Interest and Costs. —

All which Matters and things these Defendants are ready and Willing to Aver Maintain and prove as this Honble Court will be pleased to direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf wrong fully Sustained. —

J. Chalmer
Atty for Defendants

A true Translation as Nearas can be
from the Gentoo Language. —

Ranganaudom
Interpreter

To all to whom these Presents Shall Come We William Fairlie Robert Samuel Perreau James Edle and John Bannister Hudson Send Greeting Whereas Differences Have Arisen and are Still depending between Josias Dupre Porcher, Charles Baker George Chalmer and Adrian De Fries as the Committee of the Madras Insurance Company and Benjamin Roebuck and William Abbott of Madraspatnam Esquires as the Attornies of Joseph Harding of Bombay Esquire Concerning an Insurance Made on the Twenty Fifth day of September Which Was in the year of Our Lord One Thousand Seven Hundred and Ninety Three on Grain Laden on the Ship Hannah and Valued by Agreement at Ten Thousand Pagodas Whereof William Robertson was Master at and from Calcutta to Madras Against all Risks for the determining Whereas the said Benjamin Roebuck and William Abbott Josias Dupre Porcher Charles Baker George Chalmer and Adrian De Fries have Submitted themselves and are become bound each to the other by their Several Obligations dated the Twenty third day of June in the year of Our Lord One Thousand Seven Hundred and Ninety Four in the penal Sum of Sixteen Thousand Four Hundred and Twenty Pagodas Current Money of Madras With Conditions thereunder Written to Stand to Abide perform Fulfil and Keep the Award and Arbitrament Order Determination Final End and Judgment of us the said William Fairlie Robert Samuel Perreau James Edle and John Bannister Hudson of and Concerning the Differences aforesaid so as the said Award Arbitrament Determination

Final

final End and Judgment of us the said Arbitrators Should be Made and given up Under our respective Hands and Seals ready to be delivered to all the aforesaid Parties in Controversy, within two Months Next ensuing the date Hereof as by the said Obligations and Conditions doth More fully Appear Now Know ye That We the said William Fairlie Robert Samuel Perreau, James Ede and John Banister having deleberately examined and Considered the Premises and being of Opinion that there was no improper Concealment of Circumstances respecting the State and Condition of the Ship Hannah in the Application Made for the Insurance Do by these presents Award as follows To wit First that the said Policy of Insurance bearing date the Twenty fifth day of September One thousand Seven hundred and Ninety three, is Null and Void and that the same be delivered up by the said Benjamin Roebuck and William Abbott on or before the Seventeenth day of September Now Next ensuing the date Hereof unto the said Josias Dutre Porcher George Chalmer and Adrian de Fries or one of them in Order to be Cancelled and We do Also Award that they the said Benjamin Roebuck and William Abbott Shall on or before the Said Seventeenth day of September Next Sign and Seal and as their Act and deed deliver unto the said Josias Dutre Porcher George Chalmer and Adrian de Fries or to their Use a General Release in writing of all Manner of Actions and Suits and Causes of Action and Suits in any Way relation to the said Insurance and further

We

We do Award that the said Josias Dupre Porcher George Chalmer and Adrian De Fries or One of them Shall on or before the said Seventeenth day of September Next well and truly pay unto the said Benjamin Roebuck and William Abbott or their Assigns the Sum of Six Hundred and Nine Star Pagodas for Return of Premium on the said Policy of Insurance Without any Deduction Whatever and also Shall on or before the same Seventeenth day of September Next Sign Seal and as their Act and Deed Deliver unto the said Benjamin Roebuck and William Abbott or to their Use a General Release in Writing of all Manner of Actions and Suits and Causes of Action and Suits in any Ways Relative to the Differences and Matters referred to us the said Arbitrators as aforesaid And lastly We do Award that the said Benjamin Roebuck and William Abbott Shall on or before the said Seventeenth day of September Next pay to the said Josias Dupre Porcher George Chalmer and Adrian De Fries or one of them the Sum of Fifty Star Pagodas for the Costs and Charge of the said Josias Dupre Porcher George Chalmer and Adrian De Fries in and about this Reference In Witness Whereof We have hereunto Set our Hands and Seal this Eighteenth day of August One Thousand Seven hundred and Ninety four. —

Wm. Fairlie (L.S.)

R. Perreau (L.S.)

James Ede (L.S.)

Jno. B. Hudson (L.S.)

Sealed and Delivered
in Calcutta in the presence of }
Jam.s Mills to the Execution }
by William Fairlie - - - }
Philip. Mannington to the execution of R. Perreau
Edw.d Bn. Lewin to the Execution
by Mr. Ede & Mr. Hudson &
Also to the Execution by Mr. Fairlie

A true Copy G. Chalmer
Att.y for Defendant

B

Dear Sir.

The Ship Lechmere Captain Cornwford is the New Ship lately built by Gillett well Manned and Armed.—

The Orphan is a Small Vessel built by the black people. She is by no means a desireable resque in this Season she lost her foremast last Sept.—

The Daphne Captain Smith is in very good Condition a Small resque Might be taken or her has 4 Guns.—

The Bangalore is in every respect a good resque Well Manned and Armed.—

The Hannah Captain Robertson is one of our Old Indiaman in but very indifferent Condition Much Hogg'd and was very Leaky Coming in they are taking off her Goods in order to ease her she Was Much Strained and hurt in endeavouring to have her clocars about two year ago, if a resque is taken on her Think it Should it Should not be great and the premiums Being More than that on a good Sound teak Ships she.—

To John Read Esqr.

A true Copy
Fairlie Reid & Co.
Secty

Sam Dear Sir
Your Obedt
Signed Nathl Bacon
21st August 5793.—

A true Copy
Chalmer
Attys for Defendt

Calcutta 21st August
5793

C

A Lambert Esqr.

Sir,

The following are the terms upon which this Office will Insure the risques Mentioned in your Note of Yesterday. —

On the Block of Cachine to Ports and Places within the Companys Limits for Six Months Sea risque only 7 ℔ Ct.

On Cargo per Do. to Madras ---------- 6 ℔ Ct.

On Do. per the Snow Daphne Do. ---------- 7 ℔ Ct.

On Do. per the Snow Orpheus Do. ---------- 8 ℔ Ct.

On Do. per the Ship Bangalore Do. ---------- 6 ℔ Ct.

We Would rather decline taking a risque on the Hannah from the very unfavourable Report that is Made to us on that Ship's hull if the Other risques are given to us and your Cannot get the Insurance on her done Otherwise, We will take to the Amount of 30 or 40000 Rupees upon her to Madras at a Premium of Ten per Cent with Exception to the risque of Average. —

We are Sir

Your very Obedt. Servants

Attne Cosby

for Fairlie Reid & Co.

Attne Cosby

J. Chalmer

Attorney for Defendants

Sworn to in Court
this 16th June 1825

G. Taylor Regr.

Filed 21st July 1795.

The Replication of the Attorney

Lamberts David Ross and Jaines Mts Taggart

at Calcutta Merchants and Copartners by their

Attornies Benjamin Roebuck and William

Abbott of Fort Saint George Merchants Complainants

to the Several Plea and Answers and Schedules of

Madras Inhabitants Defendants.—

These Repliants Now and at all

times hereafter Saving and reserving to themselves all and all Manner

of benefit and Advantage of Exception to the many Errors uncertainties

insufficiencies and imperfections in the Defendants said

Answer contained for Replication thereunto say that their 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 And that the Defendants said Several

Plea and Answer are very Evasive and insufficient to be by these

Repliants replied unto And these Repliants for further Repliction

say that the Plea set up by the Defendants is Misconceived

and is irregular and Erroneous in its principle and insufficient

and untrue as to Matter of Fact for these Repliants say that the

disputes that took place between Joseph Harding the Defendants

Plea

Plea Named, and the Madras Insurance Company touching an
Insurance Effected on the Ship Hannah as set forth in the said
Plea is Altogether foreign to the Matter in question, and cannot be
Construed to have any connexion With, or reference to the Insurance
Effected by these Repliants at the Office of the Defendants
for Although these Repliants as the then Attornies of the said
Joseph Harding did cause an Insurance to be Made on the said Ship
the Hannah as Stated in and by his said Plea yet they did Not
Act as the Attornies of the said Joseph Harding at the time when
the demand was Made on the said Insurance Company on Account
of the loss of the said Ship the Hannah Nor at the time when
it was Agreed to Submit the said Claims to Arbitration Nor were
these Repliants parties thereto Nor in Any Wise interested therein
And these Repliants say that their said Attornies the said Benjamin
Roebuck and William Abbott did send to the Defendants and it
Might have been previous to the said Arbitration taking place, and
through the means of Nagapah Chetty in the said Plea Named,
and demand payment of the Sums insured by these Repliants
at the Office of the Defendants but these Repliants say that
they do Not believe that the Defendants did then propose to the
said Nagapah Chetty that as the Case of the Old Madras
Insurance Company and theirs were Exactly Similar that they
would abide by the Award that Should be given and that if
the

the said Madras Insurance Company should be Ordered to pay the Amount Insured by them they the Defendants would also pay their loss, but if they were not Ordered to pay that then the Defendants Should be Exonerated and these Repliants say that they do not believe that such proposals were made to their said Attornies and deny that their said Attornies did Ever Assent thereto as Asserted by the Defendants in and by their said Plea or that they these Repliants said Attornies did Say that the said Arbitration Should decide the Claim on the Defendants and these Repliants say that if such Assent had been given that the Defendants would no doubt have insisted on the Same being reduced to Writing and which they pretend they requested through the said Nagapah Chitty Ought to be done but which these Repliants say is untrue, and so these Repliants say is the Assertion in the Defendants said Plea Contained that the said Nagapah Chitty having Communicated to these Repliants said Attornies, they these Repliants said Attornies did inform the Defendants through the said Nagapah Chitty that having Assented to the terms proposed they would adhere strictly to their Word and these Repliants say that the Defendants have Regarded the Assertions in their said Plea contained regarding the pretended communications with these Repliants said Attornies touching the said pretended proposals and Assent thereto Knowing that the said Nagapah Chitty did some time

before

before the Defendants put in their said Plea depart this Life,
and these Repliants further say that they never did Authorize
their said Attornies to Assent and that their said Attornies never did
Assent to any Such proposal and these Repliants Say that if
Such Assent ever had been given which they deny as they have
hereinbefore denied, the Same was not According to the Defendants
own Shewing reduced to Writing and the said Assent would have
been barred by the Statute in that case made and provided and
these Repliants say that they are advised that Agreements of that
description are pleaded in Bar to an Action brought thereon but
never in Manner and form and to the End that the Defendants
have pleaded the same and these Repliants humbly Submit to
this Honble Court that as the said Plea According to the Defendants
own Shewing doth rest upon the said pretended Parol Agreement
or Assent; and that therefore Even if the facts by them Stated were
true they could not avail themselves thereof inasmuch as that the
Same would be contrary to Law and these Repliants say that
the Arbitrators in the said Plea Named Might have duly Made
and published their said Award in Writing at the time in the
said Plea for that purpose Setforth and Might have Awarded the
Policy to be Null and Void for the Reasons Stated by the
said Plea to have been Setforth in the said Award but these

Repliants

Respliants say as they have hereinbefore said that the said Award is not binding upon them as they were not parties bound thereby nor Consenting thereto, nor were the Defendants parties consenting thereto nor their or either of their Names Mentioned therein and these Respliants say that the Defendants never did on any pretence whatever offer to pay to these Respliants said Attorneys the premium by them received And these Respliants humbly Submit to this Honble Court that the Defendants said Plea is Misconceived and Insufficient and therefore pray that the same may be Overruled with Costs —

And these Respliants in Reply to the Answer of the Defendants say that the Rice by them the Respliants insured at the Office of the Defendants was Actually Shipped on Board the said Ship the Hannah and that therefore they had notwithstanding the insinuation of the Defendants an Interest on Board the said Ship the Hannah and so the Defendants do well know the truth to be, notwithstanding they pretend to be ignorant thereof And Although the Defendants do affect to disbelieve that the said Ship the Hannah was either a light Staunch or Strong Vessel yet these Respliants do aver and so the Defendants in their conscience do well know the truth to be that the said Ship the Hannah was a light Staunch and Strong Vessel And these Respliants say that the said Ship the Hannah

Although

Although She had met with very severe Weather in proceeding down the River Hooghley in her passage from Bengal she Arrive Safe in the Roads of Madras her destined port and had begun to unload her Cargo but that from the uncommon Violence of the Monsoon which set in Shortly after her said Arrival in the said Roads of Madras She was Obliged to put to Sea and owing to the Encreased Violence of the said Monsoon as particularly Set forth in these Respliants said Bill of Complainant She foundered and was totally lost together with the whole of her Cargo And these Respliants Say that by reason thereof the Defendants are Notwithstanding their Assertion to the contrary become liable for the Amount by them insured as charged and particularly Set forth in these Respliants said Bill of Complainant and these Respliants Say Notwithstanding the Assertion to the contrary that at the time the said Insurance was Effected there was a fair Statement of the Case Made by these Respliants said Attornies to the Defendants and a full disclosure of Every Matter relative thereto so far as the same was known to these Respliants regarding the said Ship the Hannah and deny that there was any Manner of concealment touching the same, or any Concealment that did vary and Materially or otherwise Vary or Encrease the Risk understood to by the Defendants And these Respliants say that the Assertion in the Defendants said Answer contained

that

that the said Ship the Hannah was not Sea Worthy at the time the said Insurance was made is unfounded in truth and further Say that it is incumbent on the Defendants to prove their said Assertion if it Should be in their power so to do And these Respliants Say they are Advised that the legal doctrines and disculpians regarding disclosure of Circumstances by the party Assured as Set forth in the Defendants Said Answer are very irregular and improper Matters for an Answer to a Bill of Complainant & Although at the Hearing of a Cause they might be brought forward in support of the Matters at Issue and these Respliants say that they are Advised that an Answer Should either Admit or traverse or deny the Charges contained in the Bill and that it should not be Argumentative Nor Stuffered with general principles and legal disquisitions and therefore these Respliants Humbly Submit to this Honble Court that the Answer of the Defendants is very irregular and that those parts that appear to be impertinent ought to be Expunged from the Record - And these Respliants Say that the Opinion of the Surveyor of the Old Calcutta Insurance Office and the reasoning thereon as the same appears in and by the Defendants said Answer is impertinent and & irrelevant And these Respliants Submit to this Honble Court that the same ought to be Expunged from the Record and

these

These Respliants say that they deny that they were Actuated by the consederations Set forth in the Defendants Answer in Making an Insurance at Madras but these Respliants say that they thought the terms of Insurance at Calcutta too high and as the said Ship the Hannah had then lately Arrived at Madras where she was well Known and where the Offices had only a few Months before Offered to ensure her upon Much More reasonable terms they Judged it Most Advisable to Effect an insurance there and these Respliants say that Admit that they did Not send the Opinion of the Surveyor of the Old Calcutta insurance office because the same did Not State any Facts that were Necessary to be disclosed and that were Not well Known at Madras, and further say that that report did Not state that the said Ship the Hannah was Not Sea Worthy Nor that She was an unsafe Ship and all that it contained was Merely a Matter of Opinion given by an interested person And these Respliants Say that when their and Attornies were about to Effect an Insurance at the office of the Defendants they represented only that the said Ship the Hannah was a good Ship, and Not that She was a very Excellent Vessel and which had induced the New offices at Madras to Ensure a large Sum upon her and these Respliants Say that there was No Manner of Necessity for their Attornies to Expaciate so Much upon the Condition of the said Ship the Hannah Although they could have done so with strict truth but they

they will know that the Defendants were well acquainted with
the Condition of the said Ship the Hannah from her having been
so recently in the Roads of Madras and they also know that the
Native Insurers always Make Enquiries touching the situation
of a Vessel Offered for Insurance before they Venture to insure therein
And these Repliants say as they have before said that their said
Attorneys &c at the time they Effected the said Insurance on the
Account of these Repliants disclose to the Defendants all they
knew of the said Ship the Hannah but these Repliants deny that
it was Necessary for these Repliants said Attornies to have Communicated
to the Defendants the Report of the Surveyor of the Old Calcutta
Insurance Company and the terms on which the said Office had
Agreed to insure the said Ship the Hannah And these Repliants
say at the time the said Report was Made and the said terms
Offered by the said Calcutta Insurance Office the season of the
year was unfavorable to a Voyage from Bengal to Madras on
Account of the then Approaching Monson And these Repliants
say that the repairs and Alteration Made on the said Ship the
Hannah as Stated by the Defendants in their said Answer were
for her Advantage and rendered her less liable to danger and
these Repliants further say that because a Ship has been lately
during a Voyage it is not to be inferred from thence as the Defts.
ante would infer that She was either not Sea Worthy or that
She

She was an Unsafe Ship and particularly with regard to the said Ship the Hannah as it appears by the Defendants own Shewing that after the Voyage Alluded to, She underwent repairs and these Respliants say that they do deny that the Policy in question is Void Nor has the Defendants Shewn any Matter or Thing that can Justify the Suggestion in the said Answer contained, that the said Policy is Void or that they are Exonerated from paying the Amount insured And these Respliants Say that the Assertion of the Defendants that the Report of the Surveyor of the Said Old Calcutta Insurance Office Shews that the said Ship the Hannah was a Very bad Ship is Erroneous Nor do Subsequent Circumstances Shew that She was Altogether unworthy and these Respliants say that the Defendants in Order to Shew that She was Not Sea Worthy have Made a partial and unfair Statement from a Protest of the last Commander of the said Ship the Hannah John Robertson And further these Respondents say that as the Defendants have thought proper to bring forward the said Protest in support of their said Answer they are bound by the whole thereof and thereupon these Respliants say that in and by the said Protest upon the Oath of the said John Robertson it is declared that the said Ship the Hannah was at the time She left Culpee on the twenty fifth day of September One thousand Seven hundred and Ninety three was a

a Staunch tight Vessel a fact which the Defendants in and by their said Plea and Answer do say that they do not believe and these Repliants further say that the said Protest doth not accounts for the said Ship the Hannah proving so leaky after leaving Cuddee as to render it Necessary to keep the Pumps unceasingly going and these Repliants do deny that the said Protest doth shew that She was not Sea Worthy as asserted by the Defendants in and by their said Answer On the contrary that She was a Staunch tight Ship And these Repliants say that notwithstanding the suggestion of the Defendant to the Contrary the facts in the said Protest do not prove that the said Ship the Hannah was in an insufficient State and utterly incapacity to perform the Voyage from the beginning and the best proof these Repliants can produce in support of their said Allegation and in opposition to the said Suggestion of the Defendants is that the said Ship the Hannah did Actually perform her said Voyage and Arrive Safe in the Roads of Madras and had it not been for the uncommon Violence of the Monsoon which broke in shortly after her said Arrival her Cargo would have been landed also And these Repliants further say that at the time the Gale of Wind came on there were a great Number of Ships in the said Roads of Madras and that all or the Major part of them put to Sea on Account of the Violence of the Weather before the said Ship the Hannah and that during the time She lay in the said Gale and for some time after

after She left the roads She did not Make any Water, and at the time She Sailed out of the said Roads She had not two feet Water in her hold and these Respts say that they do not Admit the Assertion in the Defendants said Answer contained that the Iron Work of the said Ship the Hannah must have been greatly decayed as well as her plank and Timber in Order to Start a Butted, dishid her Seams and Strain her decks for these Respts say they have been informed that Such is frequently the Consequence of a Gale of Wind and these Respts say that the latter part of the Defendants said Answer like many other parts of it is stuffed with what is therein called General principles and legal disquisitions and therefore as not proper for an Answer to a Bill of Compt these Respts humbly Submit to this Honble Court that the same Ought to be Expunged from the Record. —

All which Matters and things these Respts are ready and willing to verify Maintain and prove as this Honble Court will be pleased to direct and humbly prays as in and by their said Bill of Compt they have already prayed. —

(Signed) G. Stuart & Fall

Attys for Compt.

To

Filed 6th August
1795

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

Humbly Complaining Shew unto this

Hon^ble Court your Orator & Oratrix Hellaram & Lasedul
Latchmedut of Madras Inhabitants that sometime about the latter
end of the Month of September which was in the year of Christ one
thousand Seven hundred and Ninety three one Latchmedut Sew
an Insurance Broker applied to your Orator at the desire and
instance of Benjamin Roebuck and William Allbon of Madras
Merchants Defendants hereinafter named and requested to know
whether your Orator would insure the Sum of Two thousand
Pagodas on Rice said to be laden on the Ship Hannah from
Calcutta to this Port and your Orator further Shew that upon
making enquiries relative to the condition of said Ship Hannah
the said Broker informed your Orator that She was a very
good Vessell or words to that effect and on that Account the
principal Insurance Offices of Madras that is to say the old
and New Madras Insurance Companies had taken the sum of Two
thousand Pagodas each upon her and your Orator further Shew
that confiding in these Assurances and verily believing that a fair
disclosure of every circumstance was made respecting the State of
the

the said Ship Hannah your Orator did agree to ensure the said Sum of Two Thousand Pagodas on Rice said to be laden on the said Ship Hannah from Calcutta to this Port of Madras at a premium of three and one half per Cent and did accordingly execute a Policy in the Name of the said Benj.n Roebuck and William Abbott for and on Account of the Specious Lambert Ross and Company of Calcutta Merchants as by the said Policy now of record in this Honble Court relation being thereunto had doth and will more fully and at large appear And your Orator further Shew that the said Ship Hannah Arrived in the Road of Madras on the fourteenth day of following Month of October in every Leaky and distressed state and on the Sixteenth day of the same Month the Monsoon Leaving them set in with considerable violence She was forced to Sea with Several other Vessells and on the Seventeenth totally lost off Madras And your Orator further Shew that sometime in or about the Month of July which was in the year One Thousand Seven Hundred and Ninety four the said Benjamin Roebuck and William Abbott sent for your Orator and thro the Means of their Dubash Negapah Chitty who was then present and Acted as Interpreter demanded payment of the Sum insured whereupon your Orator Observed that as they the said Benjamin Roebuck and William Abbott had agreed to Arbitrate their claim on the Old Madras Insurance Company and had submitted the same

to

to the decison of William Fairlie R.S. Perreau and Captain James Ede and J. B. Hudson of Calcutta, and as the circumstance of the one case there exactly Similar to the other your Orators proposed that the decision of the said Arbitrators Should determine whether your Orator Should pay the Sum insured by them or be Altogether exonerated which proposal being Made Known to the said Benjamin Roebuck and William Abbott through the Medium of the said Negesiah Chitty they Agreed to it but upon your Orator proposing to Commit the Agreement to writing your Orator were informed by the said Negesiah Chitty who previously Communicated with the said Benjamin Roebuck and William Abbott that it was Altogether unnecessary for that his Master Meaning the said Benjamin Roebuck and William Abbott would adhere strictly to their word Whereupon your Orator remained Satisfied determining to Abide by the decision of the said Arbitrators and to pay the loss if the said Madras Insurance Company should be Ordered to do so And your Orator further Shew that the said Arbitrators did on the eighteenth day of August in the said year Make and duly Publish their Award in writing and did thereby declare the Policy Null and Void and that the premium Should be returned and your Orator further Shew that by Consenting this Award to be final in respect to them they Agreed Also to return the premium which the said Benjamin Roebuck and William Abbott refused to take and insisted upon payment

of

of the Sum insured, Notwithstanding their previous Agreement to
Abide by the decision of the said Arbitrator and for the recovery of the
Sum so insured by your Orator the said Messieurs Lambert Ross and
Company by the Name and description of Anthony Lambert David
Ross and James Mc. Taggart of Calcutta Merchants by their Attornies
the said Benjamin Roebuck and William Abbott did on the twelfth
day of March last past file and exhibit a Bill of Complaint in
this Hon'ble Court Against your Orator setting forth that they the
said Anthony Lambert David Ross and James Mc. Taggart caused
to be laden on their joint Account on board the said Ship Hannah
whereof James Robinson was the Commander and then lying in
the River Hugely a quantity of Rice And further setting forth
that being desirous of covering the risk on the said Rice they the
said Complainants did instruct their said Attornies to Make the
Necessary Applications for an Insurance that in consequence thereof
they the said Benjamin Roebuck and William Abbott
did effect an Insurance on a part of the Rice that is to say
in the Amount of the Sum of Two thousand Pagodas in what
the said Complainants called the Office of your Orator for
a premium of three and an half per Cent for which the said
Complainants discharged your Orator to have executed a certain
Policy of Insurance bearing date the thirtieth day of September
One thousand Seven hundred and Ninety three & your Orator
further Shew that the said Complainants after setting forth

the

the Manner in which the said Suit was last did conclude with charging your Orator to stand indebted unto them in the said Sum of two Thousand Pagodas and further in their said Bill they prayed that your Orator might be decreed to pay the same together with all such Interest as then was or should thereafter become due thereon as also all costs of Suits as by the said Original Bill now of Record in this Honble Court will more fully appear And your Orator further Shew that they did appear to the said Bill by Means of their Attorney at Law and on the Sixteenth day of June last past did file their Several Plea and Answer and for Cause of Plea your Orator did set forth and State the Arbitration herein before Mentioned to have been entered into between the said Madras Insurance Company and the said Complainant the Award given thereon by the said William Fairlie R. T. Farreau James Ede and C. B. Hudson together with the Agreement on the part of your Orator and the said Benyamin Roebuck and William Abbott to abide by the same and thereupon your Orator did plead the same in bar of the Complainants said Bill and the relief therein Sought after and humbly prayed the Judgment of this Honble Court whether your Orator Should be compelled to make any further or other Answer thereto And your Orator craves leave to refer to their said Plea and to the Award which is thereunto Annexed and Humbly pray that it may be taken as part and parcell of this your Orators Cross Bill of Complaint

and that they may have the full benefit and Advantage thereof

And your Orator further Shew unto this Honble Court that for Answer
to the Residue of the said Bill of Complaint they did Admit
to have executed the Policy of Insurance Alluded to in the said
Original Bill of Complaint and your Orator did also Admit
that the said Ship Foundered and was lost at the time in the
said Bill Mentioned but your Orator denied that they were by
reason thereof indebted in the Sum sued for or in any other Sum
Whatsoever save the premium which your Orator had offered to
return because that under all the Circumstances of the case your
Orator said there was not a fair disclosure at the time the Policy
was Made but a concealment Materially varying the risk understood
to be run and further because the Ship was not Sea Worthy at
the time the Insurance was Made and in proof of this Concealment
your Orator did in their Answer state and Set forth certain facts
which had come to their Knowledge relative to the situation of
the said Ship Hannah at the time the Policy was executed to wit,
that previous to any Application having been Made to the Madras
Offices the Complainant Anthony Lambert endeavoured to effect
an Insurance on her at Calcutta but in consequence of the
very unfavorable reports that was Made by the persons sent to inspect
into her Situation all the Insurance Offices of that place had
refused to take a risk on her except the Old Calcutta Insurance
Company who on condition of receiving three eligible risks at the
same

Same time tendered Agreed to take us for as Thirty or Forty
Thousand Rupees but on terms very disproportioned to that of other
Ships as appears by the Answer of the said Company to the
Application that was Made and which Answer clearly demonstrates
that the said Ship Hannah was considered to be a very desperate
risk being in the following remarkable words "We would rather
decline taking a risk on the Hannah from the very unfavorable
report that is Made to us on that Ship but if the other risks are
given to us, and your agent get the Insurance done on her otherwise
we will take to the Amount of Thirty or Forty thousand Rupees
upon her to Madras at a premium of ten per Cent with exception to
the risk of Average" And your Orator having annexed to their
Original Answer Copies of the Letters which contained the report
of the Surveyor of the Calcutta Insurance Company on the state
of the Hannah and also the Answer to the Application which
had been Made to them Marked **B** and **C** your Orator craves
leave to refer thereunto and pray they may be taken as part and
parcell of this your Orators Cross Bill of Complaint and
that they may have the Like benefit and Advantage thereof
and your Orator further Shew that in their said Answer they
did state that the said Complainants and their said Attorney
so far from disclosing what they knew of the real State and
condition of the Hannah concealed every Material circumstance
which had come to the

so far as to deceive your Orator by Mentioning him their Broker
that She was an excellent Vessell or words to that effect and
thereupon your Orator did insist that from such concealment the Policy
became Null and Void because that if these facts had been previously
Communicated your Orator would have been induced to reject the
risk altogether And your Orator further Sheweth unto this Honble
Court that on the twenty first day of this Instant July the said
Original Complainants by their said Attornies did file a Replication
to your Orators said Several Plea and Answer Wherein your Orator
did expect that the facts Alledged and set forth by your Orator
in their said Plea and Answer would have been fairly met by the
said Complainants and replied to as in Justice and equity they ought
to have been in Order to have brought the case and the Merits thereof
fairly before this Honble Court But now so it is May
it please this Honble Court yet the said Anthony Lambert David
Ross and James Mc. Taggart and the said Benjamin Roebuck
and William Abbott combining and confederating to and with each
other how to wrong and injure your Orators in the Premisses have
in their said Replication Alledged that your Orators said Plea
was Misconceived and untrue as to Matter of fact in as much as the
said dispute which took place between Joseph Harding in the
Complainants Bill Named and the said Madras Insurance Company
touching an Insurance on the said Ship Hannah was altogether
foreign to the Matter in question and could not be construed to have
any

any Connexion with or reference to the Insurance made by your Orators
and Furthermore that if the said Jack and William Abbott refused
to take and insisted upon payment of the Sum insured, Notwithstanding
their previous Agreement to abide by the Decision of the said Arbitrators
and for the recovery of the Sum so insured by your Orators the said
Messieurs Lambert Ross and Company by the Name and description
of Anthony Lambert David Ross and James McTaggart of
Calcutta Merchants by their Attornies the said Benjamin Roebuck
and William Abbott did on the twelfth day of March last past file
and exhibit a Bill of Complaint in this Honble Court against
your Orators setting forth that they the said Anthony Lambert
David Ross and James McTaggart caused to be laden on their
joint Account on board the said Ship Hannah whereof James
Robinson was the Commander and then lying in the River
Hugely a quantity of Rice and further setting forth that being
desirous of covering the risk on the said Rice they the said
Complainants did instruct their said Attornies to make the necessary
Applications for an Insurance that in consequence thereof they
the said Benjamin Roebuck and William Abbott did effect
an Insurance on a part of the Rice that is to say in the Amount
of the Sum of Two Thousand Pagodas in what the said Compts.
called the Office of your Orator for a premium of three and an
half per Cent for which the said Complainants did charged
your

your Orator to have executed a certain Policy of Insurance bearing
date the thirtieth day of September One thousand Seven hundred
and Ninety three and your Orator further shew that the said
Complainants after setting forth the Manner in which the said
Ship was lost did conclude with charging your Orator to stand in
debted unto them in the said Sum of two thousand Pagodas and
further in their said Bill they prayed that your Orator might
be decreed to pay the same together with all such Interest as
shew was or should thereafter become due thereon as also all Costs of
Suit as by the said Original Bill now of Record in this Honble
Court will more fully appear And your Orator further shew that
that they did Appear to the said Bill by Means of their Attorney
at Law and on the Sixteenth day of June last past did file
their Several Plea and Answer and for cause of Plea your Orator
did set forth and state the Arbitration herein before mentioned
to have been entered into between the said Madras Insurance
Company and the said Complainants the Award given thereon by
the said William Fairlie R. S. Perreau James Cole and J. B
Hudson together with the Agreement on the part of your Orator and
the said Benjamin Roebuck and William Abbott to abide by
the same and thereupon your Orator did plead the same in bar
of the Complainants said Bill and the relief therein sought
after and humbly prayed the Judgement of this Honble Court

Whether

Whether your Orator Should be compelled to make any further
or other Answer thereto And your Orator craue leaue to refer to their
said Plea and to the Award which is thereunto annexed and Humbly
pray that it may be taken as part and parcell of this your Orators
Corps Bill of Complaint and that they may have the full benifit and
Advantage thereof And your Orator further Shew unto this Honble Court
that for Answer to the Residue of the said Bill of Complaint
they did Admitt to haue executed the Policy of Insurance alluded to
in the said Original Bill of Complaint and your Orator did also
Admitt that the said Ship Foundered and was lost at the time in the
said Bill Mentioned but your Orator denied that they were by reason
thereof in debted in the Sum said for or in any other Sum whatsoever
Save the premium which your Orator had offered to return because
that under all the circumstances of the case your Orator said there
was Not a fair disclosure at the time the Policy was Made but a
Concealment Materially varying the risk understood to be run, and
further because the Ship was Not Sea Worthy at the time the
Insurance was Made and in proof of this Concealment your Orator did
in their Answer state and set forth certain facts which had come
to their Knowledge were so as represented by your Orator that
they had Made a verbal agreement to Abide by the Award of the
said William Fairlie R. S. Perrean James Ede and C. B.
Hudson that it could Not Avail your Orator inasmuch as the same

Would be contrary to law being Carried by an express Act of Parliament

Whereas your Orator charge and so the truth is that the Matter

in difference between the said Madras Insurance Company and the

said Complainants are not foreign to the Matter in question but

on the contrary that the cases are strictly Applicable to each

other inasmuch as your Orator have in their Answer Alledged as

they Now charge the fact to be that they did insure the said

Sum of two Thousand Pagodas in Consequence of the Assurances of

the Complainants Broker that the said Ship Hannah was a

good Vessell and that the said Madras Insurance Office from

that consideration had insured so deeply on her And your Orator

further Shew that the said Original Complt. with the View of

concealing the real state and condition of the said Ship Hannah

from this Honorable Court have Alledged in their said Replication

that the Opinion of the Surveyor of the Old Calcutta Insurance

Office is impertinent and irrelevant and that the same ought to

be expunged and from the same Motives the said Complainants have

further from Mentioning the several Applications which were Made

Made to the Calcutta Offices previous to their resorting to Madras

and the refusals that were given thereto and the cause of such . .

refusal well Knowing that the crazy and unfirm state of the said

Ship Hannah would be discovered thereby and the Opinion of the

Contrary to Equity and good Conscience and tend to your Orators
manifest wrong and injured your Orator being entitled to a full disclosure
of every circumstance which can throw light on what was the real
State and condition of the said Ship Hannah at the time she was
insured or of any circumstance which can tend to Shew that there was
Such Concealment on the part of the said Anthony Lambert David
Ross and James McTaggart or of their Attornies the said Benjamin
Roebuck and William Abbott as led your Orator to estimate the
risk different from what it really was To the End therefore
that the said Anthony Lambert David Ross and James McTaggart and their Attornies the said Benjamin Roebuck and
William Abbott may respectively upon their Corporal Oaths full
true direct and perfect Answer make to all and Singular the
Matters herein before setforth and Alledged and that in as full
ample and particular a Manner as if the same were herein
again repeated and particularly interrogated to and More particularly
that the said Anthony Lambert David Ross and James McTaggart may setforth and Say whether they or one of them and
which did Not in the Month of September which was in the year
of Christ One thousand Seven hundred and Ninety three or at
any other time and when, Make an Application to all or
which of the Insurance Offices at Calcutta for an Insurance on
the said Ship Hannah and whether they did Not all refuse

to

to take a risk upon her excepting the Old Calcutta Insurance Company, or if all the said Offices did not refuse besides the said Old Calcutta Insurance Office that they may there set forth and discover what Offices or underwriters did refuse to ensure her, and for what particular cause and reason as they know have heard or do believe and that the said Anthony Lambert David Ross and James Mc. Taggart may further set forth and say whether they do not know or believe that the Exhibits Marked B. & C Annexed to the Answer of your Orator are not true Copies of an Original report made respecting the Conditions of the said Ship Hannah, And of the Original Answer sent by the said Old Calcutta Insurance Company to the Application of the said Anthony Lambert for Insurance and that the said Anthony Lambert David Ross and James Mc. Taggart may further set forth and discover what information they gave to their Attornies the said Benjamin Roebuck and William Abbott respecting the Condition of the said Ship Hannah and whether they communicated to their said Attornies the Answer of the several Offices at Calcutta on their Application for Insurance or either of them and that the said Benjamin Roebuck and William Abbott may set forth and discover whether any other and what information was given by their said Constituents on the subject of the said Ship besides that which is contained in the extract of the Letter to your Orator Answer Annexed

and

And that the said Benjamin Roebuck and William Abbott
May further set forth and discover whether they gave or caused to
be given to your Orator any and what information respecting the
said Ship Hannah at the time the Application for Insurance
was made and that they may further set forth and say whether
they did not after the loss of the said Ship Hannah send for your
Orator and demand Payment of the Sum insured and whether
your Orator did not propose through the Medium of their Dubash
Nagapah Chitty who then acted as interpreter to allow the Award
of the persons chosen to Arbitrate the claim which they had made
on the old Madras Insurance Company to decide the Claim on your
Orator And whether they the said Benjamin Roebuck and
William Abbott did not consent thereto or if the aforegoing proposal
was not made in these exact terms that the said Benjamin
Roebuck and William Abbott may set forth and discover what
did pass during the said interview and whether any thing was said
done or Communicated which led them or either of them to suppose
that the event of the said Arbitration was to decide the claim
on your Orator And lastly your Orator pray that the Policy
executed by your Orator to the said Anthony and Lord Daniel
Ross and James Mr. Taggart may be delivered up to be cancelled
and that their Original Bill may be dismissed with Costs
and that your Orator may have such other and further relief
in the premises as to this Honorable Court shall seem meet

May

May it therefore please this Honble Court to cause the said Anthony Lambert Dand Ross and James Mc. Taggart and the said Benjamin Roebuck and William Abbott to be summoned and required by the Sherriff of Fort Saint George & Town of Madrasspatnam and the Districts thereof personally to be and appear before this Honorable Court at acertain time and place to be by this Honorable Court perfixed and appointed them and there to Answer this your Orator Bill of Complaint and further to Stand to and abide by Such Order and Decree therein as this Honorable Court Shall Seem Meet.—

Fort Saint George 6th August 1795

This Bill was Shewn to Me in the days of Adjournment let a Summon issue returnable Next Court Day.—

Jno Webb
Deputy
Sent. Alderman in Cour

J. Chalmer
Attg for Cross Compl. Guinant

Filed the 13th October 1795.—

The Cross Answer of Benjamin Roebuck and William Abbott two of the Defendants to the Cross Bill of Latchemidal Nellacunt and Vainpoodel Latchemedel Compt.

These Defendants Now and at all times hereafter Saving and Reserving to themselves all and all Manner of benefit

benefit and Advantage of Exception to the Many Errors uncertainties insufficiencies and imperfections in the Cross Complainants said Cross Bill contained for Cross Answer thereunto or unto so much thereof as they these Defendants are Advised are Material or Necessary for them to Make Answer unto they these Defendants Answer and say that the Defendant William Abbott was the Managing Person in the transactions touching the insurance in question and that by reason thereof he dealt for and on the behalf of Anthony Lambert David Ross and James McTaggart the other Defendants in the Complainants said Cross Bill of Complainant Named Especially to Insure the Sum of two thousand Pagodas Stated to be laden and which these Defendants do firmly believe was laden on Board the said Ship the Hannah from Calcutta to this place and that such Application was Made to the Complainants on or about the time in their said Bill alledged and these Defendant Admit that the said Application might Have been Made through the Means of no Broker but that they have no recollection of the fact and know no further thereof than as they have been informed of the Same by the Complainants said Bill and these Defendants further say that they do not know further than they are informed thereof by the Complainant said Bill whether they the Complainants did or did not Make any enquiries relative to the Condition of the said Ship the

Hannah

Hannah at the time the Application was Made to them to Ensure
Thereon or at any after time or Whether in Consequence of such Enquiries
if actually Made that the said Broker did informe the Complainants
that the said Ship the Hannah was a Very good Ship or Word
to that effect But these Defendants say that they were credibly
informed and do Verily believe that the only Enquiry ever Made by
the Complainants at the time the said Application was Made
to them to cover the said Risk was Whether the insurance
offices in the Fort had insured on the said Ship the Hannah,
and that on being informed that the Old and New Madras Insurance
Companies had Ensured thereon to the Amount of ten thousand Pagodas
they the Complainants did agree to cover the said Risk without
Hesitation, or any further or other Enquiry Whatever and did
Accordingly Execute a Policy in Manner and Form as in the Compt.
said Bill the same is stated and which Policy is now of record
in this Honble Court And these Defendants further say that
do not know what particular Motive might have induced the
Complainants to Make the said Insurance otherwise than as the
Same is herein before setforth or as the same is Expressed in and
upon the said Policy of Insurance, that is to say a Premium
of three and One half per Cent And these Defendants further
Answering say that they Admit that the said Ship the Hannah
did Arrive in the Roads of Madras on the fourteenth day of the
Month

Month of October One Thousand Seven hundred and Ninety three,
and that the said Ship the Hannah did Arrive in the said
Road of Madras in a Leaky and distressed state as these Defendants
have heard and believe the fact to be but these Defendants say
that they do not Admit that such the Condition of the said
Ship the Hannah on her Arrival in the Roads of Madras as aforesaid
was occasioned as the Complainants would insinuate on Account
of her not having been Sea Worthy at the time She Sailed from
Calcutta as aforesaid but on the contrary these Defendants say
that they have heard and do Verily believe that the same was
occasioned by and Owing to the Storms of Weather and further
say that they have heard and do verily believe that at the time the
said Ship the Hannah did Sail from Calpee to wit on the
Twenty first day of September and year of Our Lord One Thousand
Seven hundred and Ninety three She was a Light Vessel well
manned and provided in all respects with every Necessary Store
requisite for such a Vessel and such a Voyage on which She
did proceed (without any Material Accident occuring until)
the twenty Seventh day of the said Month of September when
being at Anchor in the South Channel a gale of Wind set in
from the South East accompanied by a heavy Sea which occasioned
the said Ship the Hannah to pitch and Strain very much
and that in consequence thereof the said Ship the Hannah became
Suddenly

Suddenly very leaky and which Gale of Wind and heavy Sea
these Defendants have heard and do believe was the Sole cause
of the leaky and distressed Condition of the said Ship the
Hannah at the time of her Arrival in the Roads of Madras as
aforesaid And as a further proof thereof these Defendants say that
they have heard and do verily believe that at the time the said
Ship the Hannah did quit the Roads of Madras and put to Sea
to wit on or about the Twentieth day of the said Month of
September She was in such good Condition that She had not
above One foot Water in her hold, Although She had for about
Eight and forty hours previously thereto laboured in a very heavy
Gale of Wind Owing to the Monsoon having then Set in with
uncommon Violence, and which besides driving all the small
Craft on Shore Obliged Every Ship then in the Roads to a
considerable Number to put to Sea And these Defendants further
say that they have heard and do verily believe the Fact so to
be that after the said Ship the Hannah had put to Sea
as aforesaid She did continue for some time without making
any Water but that the Violence of the said Gale Encreasing
She did at length spring a leak and in consequence thereof
did Founder and Thereupon these Defendants submit to this
Hon'ble Court that the said Situation of the said Ship
the Hannah at the time of her Anchoring in the Roads of

Madras

Madras as aforesaid Although Cunningly relied on by the Complainants
in and by their said Bill of Complaint is not a criterion by
which to judge of the Sea Worthiness of the said Ship the Hannah
at the period when She Sailed from Calcutta as aforesaid for that
the same is at all times liable to the Manner in which She was laid the
Account of which Misfortune these Defendants admit is by the
Complainants correctly Stated in and by their said Bill of
Complaints And this Defendant William Abbott further answering
Says that he admits he did send for the Complainants and
that it might have been on or about the time in their said Bill
Set forth and demand of them payment of the Sum by them
insured as aforesaid, And that Nagaiah Chitty the late Dubash
of these Defendants might have acted as interpreter upon the
occasion And these Defendant William Abbott Says that the
Complainants did then request that as these Defendants had
Agreed to Arbitrate certain disputes between them and the Madras
Insurance Company touching an insurance on the said Ship
the Hannah they the Complainants might be concluded
thereby but these Defendants do not admit that such request
was made in Manner form and Substance as the same is set forth
by the Complainants in and by their said Bill of Complaint
or in any other Manner form and Substance than as the same
is hereinabove related by these Defendants And these Defendants

each

each Speaking for himself do positively deny that they or either of them did Consent or Agree to the said request of the Complainants but on the contrary this Defendant William Abbott doth say that he did inform the Complainants that these Defendants were not at liberty to Consent or Agree thereto, but that he this Defendant William Abbott would Address his said Constituents on the Subject and this Defendant William Abbott Says that he did Accordingly write to the said other Defendants Anthony Lambert Daniel Ross and James Mc. Taggart and requested their instructions touching the premises and these Defendants Say that to the best of their recollection and belief had on or about the time the Letter of these Defendants on the Subject as aforesaid did reach Calcutta the Matters submitted to Arbitration as aforesaid had been determined, and that the said Anthony Lambert Daniel Ross and James Mc. Taggart did in Answer to the said Letter of these Defendants refuse to Enter into any terms of Accomodation with the Complainants Thereinbefore Shewn by Arbitration to take place in Bengal, and with the proviso which they the said other Defendants Anthony Lambert Daniel Ross and James Mc. Taggart positively insisted on that the Arbitrators Hereinbefore named Should not be the Arbitrators therein and which these Defendants did through their Attorney at Law Communicate to the Complainants who did on their part frequently offer to these Defendants said Attorney at Law to Submit the

the Matter in dispute to Arbitration on Condition that the Arbitrator Should be chosen from Amongst the Merchants of Madras for so these Defendants say their said Attorney at Law did from time to time inform this Defendant William Abbott and so these Defendants do verily believe the truth to be and these Defendants say that as the said other Defendants Anthony Lambert David Ross and James Mr. Taggart had directed that if any Arbitration were to take place that the same Should take place at Calcutta aforesaid they these Defendants had it not in their power to accede to the offer by the Complts. Made to these Defendants said Attorney at Law as aforesaid and which circumstance was communicated to the Complainants by the said Attorney at Law of these Defendants as he did inform this Defendant William Abbott, and so these Defendants do verily believe the truth to be and these Defendants further say that as they have already positively declared that they did not Consent or Agree to the said request or proposal of the Complainants that the determination of the Arbitrators at Calcutta aforesaid should be binding upon them the Complainants as to the Claim in question they the Complainants could not have proposed to commit Such Agreement in Writing Nor could the said Nagapah Chitty have declared to the Complainants that it was Altogether unnecessary so to do for that his Master these Defendants would adhere Strictly to their Words and

Hereupon these Defendants Submit to this Honble Court that
the said Matters by the Complainants introduced in their said
of Complaint and Herein and thereby insisted on, is without
any foundation in truth, and that the same are artfully brought
forward to give an unjust and unfair Aid and Support to their
said Bill of Complaint well knowing as they the Complainants
do well know that the said Nagapaul Chitty died elsewhere this life
previous to the filing of their said Plea and Original Answer,
and consequently previous to the Commencement of the present
Cross Suit and that thereupon he cannot appear in Evidence against
them and these Defendants further Answering Say the same
as they have already Admitted that an Arbitration was Entered
into touching certain disputes regarding a Suit on the said Ship the
Hannah between Joseph Harding of Bombay Merchant by these
Defendants as his Attornies and the Old Madras Insurance Company
of which Company these Defendants then were Members and of
which Company this Defendants William Abbott Since is a
Member and these Defendants were then and now are of opinion
that the said Old Madras Insurance Company ought to have
paid to the said Joseph Harding the Amount of the Risk
by the said Old Madras Insurance Company covered on his
Account on the said Ship the Hannah and these Defendants
further Admit that the persons in the Complainants said of
Complaint Named were Appointed the Arbitrators for finally
Settling

Settling the said disputes And that they did at that time, and
in Manner and Form as the same is by the Complainants in and
by their said Bill of Complaint Alledged Made and published their
Award in Writing and these Defendants Say that the Complainant
have pleaded the said Award in Bar to the Original Bill
Exhibited Against them in this Honble Court by the said other
Defendants Anthony Lambert Daniel Ross and James Maggan
by these Defendants as Attornies as aforesaid And these Defendants
Submit to this Honble Court that it is countrary to the practice
thereof, and to the practice of every other Court to bring a Cross
Bill in aid of a plea and that therefore the Complainants have
thereby either reduced their said Plea to an Answer, or entirely over
ruled and dismissed the same in which case these Defendants
do submit that the Complainants said Plea and the Matters and
things therein contained Ought to be Expunged from the record
And these Defendants further Answering say that they do deny
that the Complainants did offer to them or to either of them
previous to the Commencement of the said Original Suit a return
of premium, and that the first tender thereof that did come to the
knowledge of these Defendants was at the time when the Compts
filed their said Original Plea and Answer in this Honble
Court And these Defendants further Answering say they have
already Admitted the Original Suit Commenced in this Honble
Court by the said other Defendants Anthony Lambert Daniel
Ross

Ross and James Mc. Taggart by these Defendants as their Attornies as aforesaid against the now Complainants, and do further Admit the Statement of the pleadings had thereon as by the Complainants the same is set forth in their said Bill of Complaint but these Defendants do not Admit that the Replication of the said other Defendants Anthony Lambert David Ross and James Mc. Taggart by these Defendants as Attornies as aforesaid against the Complainant by taking Issue on a point of Law instead of Pleading fairly and liberally as they Ought to have done the Matters of fact in the said Original Suit contained, and the Law and Customs of Merchants arising therefrom and these Defendants further Submit to this Honble Court that the said other Defendants the said Anthony Lambert David Ross and James Mc. Taggart by these Defendants as Attornies as aforesaid in resisting the said Plea of the Complainants they did no more than what was incumbent on them to do, and which they were consequently Justified in doing particularly as the foundation

J.

of the said Plea was as hereinbefore Sheun contrary to the truth
And these Defendants further Answering say that they deny that
the Complainants ele& Ever Suggest to these Defendants or to either
of them that the there was Not a fair disclosure at the time the
Policy in question was Executed but that a Concealment Materially
Varying the risk understood to be run, and that the Ship was Not
Sea Worthy at the time the said
Ins in the Complainants said Original Answer and Set forth in
their said Cross Bill or that the Complainant ele& Ever Express
themselves to these Defendants or to either of them to that purport
or effect Nor do these Defendants believe that Such Matters and
in the Complainants Contemplation at the time that they were
Called upon by these Defendants as Attornies as aforesaid to pay
the Amount by them Insured as aforesaid And these Defendant
further Answering say that they do deny that they ele& Conceal from
the Complainants at the time they Applied to Effect the
Insurance was Made as insisted
Knowledge touching the real State and condition of the said
Ship Hannah which in their Opinion Judgment and belief was
Necessary to be Made Known to the Complainants as to the risk
they were about to Cover and do further deny that they ele& with held
any part regarding the said Ship the Hannah from a conviction
Knowledge or belief that if the Same was Known the Crazy and

in form State of the said Ship the Hannah would have been discovered thereby as is untruly Alledged by the Complainants in and by their said Bill on the contrary these Defendants say that they did verily believe that the said Ship the Hannah was at the time they Effected the Insurance in question every Sea Worthy and a good Ship and in proof thereof these Defendants as Members of the Old Madras Insurance Office herein above mentioned did Cause a Risk thereon as hereinabove Set forth And these Defendants humbly Submit to this Honble Court that the Report of the Surveyor of One of the Insurance Companies at Calcutta and the Opinion of the said Insurance Company thereon are impertinent and irrelevant and Ought not to have been introduced by the Complainants and that the said Report and the said Opinion thereon do not as the Complainants would insinuate Shew that the said Ship the Hannah was not Sea Worthy And these Defendants do deny that the Objections Made to the Report of the Surveyor and to the Opinion of the said Insurance Company thereon as contained in the Replication of the said other Defendants Anthony Lambert David Ross and James Mc Taggart by these Defendants as Attorneys as aforesaid in the said Original Suit against the Complainants were so Made, or that they could have been so Made with the View as Alledged in and by the said Cross Bill of concealing the real State and condition of the said Ship the Hannah

From

from this Honble Court, insomuch as that the said Report and the said Opinion were then and now are of record in this Honble Court the same being annexed to the Complainants said Original Answer and these Defendants do further deny that they had any Notice for withholding from the Honble Court the particulars of any Application that might have been made at Calcutta for insuring on the said Ship the Hannah previous to the Applications being made at the Insurance Offices at this place other than that they were Advised and did and do believe that the same were Altogether impertinent and irrelevant to the Matter in question and these Defendants say that they have been informed that Applications were made to the Insurance Offices at Calcutta to ensure on the said Ship the Hannah and that such Application were refused Excepting the Old Calcutta Insurance Office, and so these Defendants do believe the fact to be but these Defendants cannot take upon themselves to say whatever the Reasons that Operated in the Minds of the Under Writers to induce them to such refusal nor do these Defendants know whether the Exhibits B and C annexed to the Complainants said Original Answer be or be not true Copies of an Original report made respecting the Condition of the said Ship the Hannah, and of the Original Answer put by the Old Calcutta Insurance Office to the Application of the said other Defendants Anthony Lambert David Ross and James Mc. Taggart for Insurance and these

Defendants

Defendants further answering say that it would seem by the Interrogatories in the Complainants said Bill of Complaint contained that the Complainants would Suggest that the said other Defendants Anthony Lambert Dane & Ross and James Mc. Taggart did furnish their Defendants as their Attornies with Copies of their Correspondence with the said Calcutta Insurance offices under an Idea conceived by them the said other Defendants Anthony Lambert Dane Ross and James Mc. Taggart that therefrom might be ascertained the State and Condition of the said Ship the Hannah and that the same was necessary for the guidance of the Insurance offices at this place, and thereupon these Defendants Answer and say that they were not furnished with the said Correspondence previous to the effecting of the insurance in Question, nor for a considerable time afterwards and that even had they been furnished therewith they should not have considered the Opinion of the said offices as documents to be submitted to the offices at this place from whence the said Ship the Hannah had sailed only a few months Anterior to the date of such Opinions, and as it does not appear Although reported to have come in leaky to Calcutta that She had sustained any damage during that period but on the contrary that She had been relieved by the taking off her Roof, and that therefore the under Writers at this place were as capable of Judging of her condition as the under Writers of Calcutta a fact which these Defendant say may hereafter appear in Evidence

and

And These Defendants further Answering Say that with regard to the Extract to the Complainants said Original Answer annexed it appears from other documents Exhibited on the part of the Complainants with the said Original Answer that the same was given to the said Old Madras Insurance Company to Shew the probable time of the Sailing of the said Ship the Hannah and These Defendants further Answering Say as they have herein before said that they did not receive any information from the said other Defendants Anthony Lambert Dawd Ross and James McTaggart which in there These Defendants Opinion Judgment or belief was Material or Necessary to be laid before the Complainants or any of the Under Writers of Madras as aforesaid or that could in any Manner have guided their Judgment regarding the Risks they were about to Cover on the said Ship the Hannah, and These Defendants further say that to the best of their knowledge recollection and belief the said other Defendants Anthony Lambert Dawd Ross and James McTaggart did not describe to Shew these Defendants the State and condition of the said Ship the Hannah or that She was not a good Ship and These Defendants are led to Suppose that the Said other Defendants Anthony Lambert Dawd Ross and James McTaggart did imagine from the Matters herein above Setforth that These Defendants and the Under Writers of Madras were as well Acquainted with the state and Condition of the said Ship the Hannah as they were themselves and lastly These Defendants

Do

do deny the Confederacy and Combination as Charged by the Complainants in and by their said Bill of Complaint and these Defendants do submit to this Honble Court that they have been made improperly parties to the Complainants Cross Bill of Complaint and that they are advised that such the proceeding of the Complainants is altogether irregular and Contrary to the practice of His Majesties Court of Judicature, inasmuch as that no Man can be made a party to a Bill of Complaint against whom no Decree can be had, Merely to obtain his Testimony as such Testimony might be had by an Examination of him as a Witness, and inasmuch as Cross Bill must pursue the Original Answer of which it forms a part and consequently persons who were not made parties by the Original Bill, cannot be made parties to a Cross Bill and these Defendants humbly submit to this Honble Court that they were not parties to the Original Suit as the same is brought in the name of the said other Defendants Andrew Ross and James Haggarl by these Defendants as their Constituted Attornies and Thereupon these Defendants humbly Submit to this Honble Court that the said Cross Bill Ought to be dismissed so far as the same goes to make these Defendants parties thereto.

All which Matters and things these Defendants are ready and willing to Verify and prove as this Honble Court

Court will be pleased to direct and humbly pray to be House disinpd
with their Reasonable Costs and Charges in this behalf wrongfully
Sustained. —

Sworn to before Me
this 13th day of October 1765

Benjn: Roebuck &c
William Abbott

Jno. Call:
Mayr Court
Junr. Alderman. —

By the Mayor's Court at Madraspatnam

To James Duncan, Benjamin Turner, John Hazleton,
William Fairlie, & A. Gelmore Esquires or any two of you
at Calcutta.

L.S.

Send Greeting

Whereas Anthony Lambert, Dane & Rob, & James Mc Eagart
by their Attornies Benjamin Roebuck & William Abbott have
lately exhibited a Bill of Complaint into this Court, against
Pagnit Vachemedutto Nilacanto, and Papoodutto Vatchemedutto,
And whereas the Defendants by their Attorney Mr. George
Chalmer, did exhibit and file a Cross Bill of Complaint into
this Court, against the above Named Complainants Now know
ye that this Mayors Court at Madraspatnam Do by these Presents
give

Mayors Court

give full power and authority to you the said James Duncan,
Benjamin Turner, John Stapleton William Fairlie and A Gelmore
Esq.r or any two of you to take the Answer of the said Anthony
Lambert David Ross and James Mc. Taggart to the said Cross
Bill of Complaint, of the said Dagut Lachumeduit Nelacanto &
Vasoodutto Lachumeduit and therefore We do Command you the
said James Duncan, Benjamin Turner John Stapleton William
Fairlie, & A. Gelmore or any two of you that if the said Anthony
Lambert, David Ross, and James Mc. Taggart are infirm and
unable to come to you, that then you the said James Duncan,
Benj.n Turner, John Stapleton Wm. Fairlie and A. Gelmore
or any two of you shall at such time as shall be appointed in
that behalf. go to the said Anthony Lambert David Ross
and James Mc. Taggart and the said Anthony Lambert David
Ross and Js. Mc. Taggart appearing before you and delivering
to you their Answer in Writing to the Cross Bill of the said
Dagut Lachumeduit Nelacanto and Vasoodutt Lachumeduit, you
are hereby required to receive such Answer and to Administer
to the said Anthony Lambert, David Ross and Js. Mc. Taggart
such Oath as is hereunder Mentioned, and this being done you
are without delay to return the said Answer to this Court under
your hands and Seals together with this Commission Given
under the Seal of the said Court and under the Hands and
Seals of James Daly Esq.r Mayor of Madraspatnam and of Mr.
Alled.n

Court will be pleased to direct and humbly pray to be Reimbursed
with their Reasonable Costs and Charges in this behalf wrongfully
Sustained. —

Sworn to before Me
This 13th day of October 1795

Benjn: Roebuck
William Abbott

W. Call:
Senr. Alderman. —

By the Mayor's Court at Madraspatnam

To James Duncan, Benjamin Turner, John Stapleton,
William Fairlie, & A. Gilmore Esquires or any two of you
at Calcutta. —

L.S.

Send Greeting

Whereas Anthony Lambert, Dane & Rose, & James McTagart
by their Attornies Benjamin Roebuck & William Abbott have
lately exhibited a Bill of Complaint into this Court, against
Pagut Vachemeddi Nilacanda, and Papoodi Vatchemeddi,
And whereas the Defendants by their Attorney Mr. George
Chalmer, did exhibit and file a Cross Bill of Complaint into
this Court, against the above Named Complainants Now Know
ye that this Mayor's Court at Madraspatnam Do by these Presents

Mayor's Court.

Give

give full power and authority to you the said James Duncan,
Benjamin Turner, John Stapleton William Fairlie and A. Gelmore
Esqr. or any two of you to take the Answer of the said Anthony
Lambert David Ross and James Mc. Taggart to the said Cross
Bill of Complaint, of the said Dagut Lachmeduit Nelacant &
Vasoodutt Latchemeduit and, therefore We do Command you the
said James Duncan, Benjamin Turner John Stapleton William
Fairlie, & A. Gelmore or any two of you that if the said Anthony
Lambert, David Ross, and James Mc. Taggart are infirm and
unable to come to you, that then you the said James Duncan,
Benj.n Turner, John Stapliton Wm. Fairlie and A. Gelmore
or any two of you shall at such time as shall be appointed in
that behalf, go to the said Anthony Lambert David Ross
and James Mc. Taggart and the said Anthony Lambert David
Ross and Jas. Mc. Taggart appearing before you and delivering
to you their Answer in Writing to the Cross Bill of the said
Dagut Latchemeduit Nilacant and Vasoodutt Latchemeduit, you
are hereby required to receive such Answer and to Administer
to the said Anthony Lambert, David Ross and Js. Mc. Taggart
such Oath as is hereunder Mentioned, and this being done you
are without delay to return the said Answer to this Court under
your hands and Seals together with this Commission Given
under the Seal of the said Court and under the Hand and
Seals of James Daly Esqr. Mayor of Madraspatnam and of Mr.
Alds.

Alexr. Cockburn One of the Aldermen of Madraspatnam this 18th

day of March Anno Domino 1796.—

J. Daly Mayor of Madraspatnam

J. Taylor Regr.

One of the Aldermn

Alexr. Cockburn of Madraspatnam

Cath upon delivering in an Answer

So much of this your Answer as Concerns your

own Act and Deed you Swear to be true so much as concerns the

Acts or Deed of any other Person you believe to be true

So help you God

The above Oath has been duly Administered to

the said Anthony Lambert Dawes Ross and Wm. Taggart this

Thirtieth 30th day of April.— 1796.—

Byles

Wm. Fairlie

Allan Gilmore

Commissioners

Filed the 14th December 1796

The joint and Seural Answer of Anthony Lambert David Ross and James Mr. Taggart three of the Defendants to the cross Bill of complaint of Latchemedut Nellacunt and Wesedut Latchemedut Complainants.—

The Said Defendants Saving to themselves and each of them all and all Manner of Advantage of exception to the Many untruths errors uncertainties and other imperfections in the said bill of Complaint contained for Answer thereunto or to so much thereof as these defendants are Advised is Material or Necessary for them or either of them to Make Answer to Severally Say they Admit that one Latchemedut Some an insurance broker or Some other person did at the instance of Benjamin Roebuck William Abbott two other defendants in the said Cross Bill Named and which said Benjamin Roebuck and William Abbott were then the Agents of the Defendants Apply in the Month of September One Thousand Seven hundred and Ninety three to the said complainants to ensure the Sum of Two Thousand Pagodas on Rice then Actually laden on the Ship Hannah from Calcutta to Madras and did on that occasion represent to the said Complainants as the truth was that the said Ship Hannah was a good Vessel but these Defendants do not believe

the said Latchimeedut Jaw or whomer else was imployed as a Broker as aforesaid by the said Benjamin Rocbuck and William Allott cled on that occasion use any language importing particular excellence or further than that the said Ship was Sea Worthy and a fair Subject of Insurance although the said Latchimeedut Jaw or other Broker as aforesaid might probably represent as the fact was that the Old and New Madras Insurance Company had before taken the sum of Ten Thousand Pagodas each upon the said Ship and these Defendants admit that the said Complainants thereupon after having as these defendants do believe received from or on the part of these Defendants a full fair and sufficient desclosure of every Material circumstance respecting the state of the said Ship Hannah that was Necessary to be made execute a Policy of Insurance on Account of these Defendants as and in the Manner and to the purport and effect by the said Cross Bill of Complaint set forth - and these Defendants admit that the said Ship Hannah cled Arrive in the Road of Madras on the fourteenth day of the following Month of October having endured very hard and Violent Weather during her said Voyage from Bengal by Means whereof the said Ship had become leaky and was rather in a distressed State but these Defendants deny that She was More so than might be reasonably expected from any other Seaworthy Vessel of her Age built burther and dimensions after having undergone a Similar Stress of Weather - and these defendants admit that on the Sixteenth day

day of the said lastmentioned Month the said Ship was forced to
Sea by the Violence of the Monsoon which these Defendants know
to have been excessive and that on the Fourteenth of the said Month
She was totally lost off Madras as in the said Cross Bill is particularly
Set Forth. - And these defendants further answering say they do not
believe that any conversation or communication to the purport or effect
pretended by the said Cross Bill of Complaint relative to a
Submission by these defendants or by the said Benjamin Roebuck
and William Abbott on their behalf to an Award Made or to be
Made by William Fairlie Robert Samuel Perreau James Ede
and John Bannister Hudson did at any time in or about the
Month of July in the year One thousand Seven hundred and
Ninety four or at any other time whatever take place between the
said Benjamin Roebuck and William Abbott and the said
Complainants through the Dubash Negapatam Chitty in the
said Cross bill Named or through any other person or Persons
Howsoever For these Defendants do utterly deny that they ever at any
time expressed or even entertained an intention that the Insurance
Made in behalf of these Defendants by Virtue of the Policy of
Insurance in the said Cross Bill of Complaint Set Forth Should
be in any Wise governed decided upon or affected by any Award of
William Fairlie Robert Samuel Perreau James Ede and John
Bannister Hudson in the said Cross Bill of Complaint Named
Nor had the said Defendants Benjamin Roebuck or William
Abbott

Abbott or either of them ever at any time any authority or instructions
from these Defendants or either of them to submit on their behalf
touching the said Policy of Insurance above mentioned to any award
or award Made or to be Made by the said William Fairlie Robert
Samuel Perrean James Ede and John Bannister Hudson .all or
any or either of them and these Defendants do therefore verily believe
all the pretences in the said Bill of Complaint contained by
which the said Complainants pretend and endeavour to set up on
Agreement by the said Benjamin Pocklock and William Abbott
on behalf of these Defendants for submitting to arbitration as
aforesaid to be wholly unfounded in truth and these Defendants
Admit it may be true that the said William Fairlie Robert
Samuel Perrean James Ede and John Bannister Hudson did
on or about the Eighteenth of August One thousand Seven hundred
and Ninety four publish an Award of and concerning certain Matters
referred to their arbitration respecting an Insurance Made by or
on Account of one Joseph Harding upon the said Ship Hannah
but in as much as neither these Defendants by themselves nor
any person or persons authorized by them were parties to the said
Award nor in any manner connected or concerned with the Matters
therein contained nor with the reference to arbitration whereon the
said Award was founded they do submit to this Honble Court that
it would be unless impertinent and vexatory in these Defendants
to

to clenll or enlarge further thereon and these Defendants have
no reason to believe nor to they believe that the said Complainants
have to any time made any offer of returning the Premiums or that
the said Benjamin Rockwell and William Abbott refused to take
and receive back the same as alledged by the said Cross bill
save and except as is in that behalf Admitted by the answer
of the other Defendants Benjamin Rockwell and William Abbott
to the said Cross Bill of Complainant filed of record in this Honble
Court and to which these Defendants crave leave to refer but these
Defendants do admit that the said Benjamin Rockwell and
William Abbott have at all times insisted as it was their right
and duty on behalf of these Defendants to do and these Defendants
do still claim and insist upon their just right to payment of the Monies
insured on behalf of these Defendants by vertue of the said Policy of
Insurance underwritten by the said Complainants and these Defendants
also do admit that for the recovery of the said last Mentioned Monies
they did as and in the Manner by the said Cross bill set forth
exhibit a bill of Complaint in this Honorable Court against the
said now Complainants Setting forth amongst other things the several
Matters in the said Cross bill of Complaint recited to which said
original bill of Complaint the said now Complainants did appear
and did file their sureral plea and answer to the Purport and
effect as in the said Cross bill of Complaint is more particularly
recited and set forth and these Defendants further answering admit
that

that they did on the Twenty first Day of July in the year of
Christ One Thousand Seven Hundred and Ninety Five file a
Replication to the said Several plea and Answer to the purport
and Effect in the said Cross bill of Complaint also Set forth
and these Defendants further answering say they admit that they
did during the Month of September which was in the year of Christ
One Thousand Seven Hundred and Ninety Five make Application
for Insurance on the said Ship Hannah in the then intended Voyage
to Madras to the following Insurance Offices in Calcutta that is to
say the Old Calcutta Insurance Office under the direction of
Shimrin Fairlie Reid and Company the India Insurance Office
under the direction of Alexander Aberdein and the New Calcutta
Insurance Office under the Direction of Robert Samuel Forman
and to none other that the these Defendants recollect or believe
and these Defendants admit that all the said Offices the said
Old Calcutta Insurance Office only excepted did reject such
application but these Defendants have No Means of knowing
Nor can they set forth unless by way of conjecture why the
said Office called the India Insurance Office under the direction
of Alexander Aberdein before Mentioned did reject such application
as aforesaid for Insurance on the Ship Hannah and these
Defendants believe that the Office called the New Calcutta
Insurance Office under the direction of Robert Samuel Forman
did

did reject Such application under an Opinion derived from the Information of One Captain Bly that the Said Ship Hannah was Not an eligible risk but These Defendants are wholly ignorant of any particulars from which Such an inference were or could be reasonably deduced Nor do They believe that any circumstances or facts did or do any time previous to the Hannahs leaving the Bengal River on the Voyage in Question exist to warrant any Such Opinion and These Defendants are willing to and do admit that the Exhibits Mentioned in the Said Complaint Marked **B & C** are true Copies or that they contain the substance and effect of the original Documents whereof they purport and are alledged by the said Complt. Bill to be the Copies and These Defendants do also admit their belief that the resolution of the said Old Calcutta Insurance Office respecting the said Ship Hannah as expressed in exhibit **C** was occasioned by the Matters contained in exhibit **B** but These Defendants do not admit that the representation of the state of the Ship Hannah contained in the said exhibit **B** did in fact correspond with the real condition of that Ship at the time Such representation was made on the contrary These Defendants aver and trust that they Shall be able to make out fully in proof to the Satisfaction of this Honble Court that the said Ship the Hannah was in all respects to that time Seaworthy and a fair Subject of Insurance. For and

and during the Said intended Voyage — And these Defendants further
Answering Say that the whole of the Instructions and communications
from these Defendants emparted to the said other Defendants
Benjamin Roebuck and William Abbott for the purpose of
enabling the said Benjamin Roebuck and William Abbott
to effect the Insurance Herein contained were contained in a letter
from these Defendants to the said Benjamin Roebuck and William
Abbott Dated the Tenth Day of September One Thousand Seven
Hundred and Ninety Three and there despatched by the Post of
that date from Calcutta which letter is in the words and figures
following that is to Say —

Messrs. Roebuck & Abbott

Madras .....

Calcutta 6th September 1793. —

Gentlemen

Referring you to our last respects of the
27th Ult.o We have Now to inform you that in consiquence of our
Insurance Offices refusing to Insure the Kamak, we have been under
the Necessety of giving up our Orginal intention of Freighting her,
as we could Not think of Shipping Cargo upon a Vessel that
could Not be insured. previous however to our ascertaining that point,
we had Shipped 2,500 Bags of Backergunge Cargo Rice,
and as None of that Quality was Ordered by Mr. Harding, we Shall be

be it remain on board, or Freight to Madras as originally intended
at 2/8 ₹ Bag payable on delivery which is the highest rate we
have paid for any of the Rice we are now Shipping Captain Roberton
does not think it would be prudent to take on board More than
2500 Bags in the whole The Thousand Therefore will be Shipped
on Wm. Hardings Account and Will consist of the following Grain
agreeable to his Original Instructions Viz.ts. —

" 1,500 Bags Patcherry Rice
" 2000 Ditto Moogy Ditto
" 5500 Ditto Parl. Ditto
" 600 Ditto Wheat
" 400 Ditto Boot Grain

10000 Bags — The Amount of which with Commission and all
Charges of Shipping will be about / Rs 33000 " 0 " 0
" Freight of 10000 Bags Say at 2/8 is ——— 25000 " " "
" Ditto of 2500 Bags payable on Delivery 2/8 — 6250 " " "

Together Rs 64250 " 0 " 0

Which is the Amount of Cargo and Freight that
will be at risk and which you will be so good as Insure on
Wm. Hardings Account from Calcutta or advise him immediately.
in the event of your Offices also declining the risk but Should
they be less limited than Ours We request you will be so good
as effect Rs 6250 " " " Insurance on our 2500 Bags of Rice
Shipped

Shipped on the Hannah being at the Valuation of 2/8 ₰ Bag — However
however the most Sea Risk only to be covered — The following are
our present rates of Insurance from hence to Madras Good Vessels
all risks 6 ₰ Cent Fearless only 3½ Indifferent do 7 Ditto &
We do not Mean however to limit you to those premiums at the
same time we would not pay an extravagant one and shall leave it
to your own good Judgement to Act for us in this respect as
Circumstances may point out The Hannah has on board 5,000
Bags which is all She can take in at Calcutta The remainder
are now loading on Sloops and as soon as the Strength of the Tide
some what abate which will be in two or three days She will
drop down The Crockatt will likewise be dressing down about the
same time with 3200 Bags of Rice upon Freight of 2/8 ₰
Bag payable on delivery — We shall again soon have the pleasure
of writing you and in the Meantime We remain with much
esteem. —

Gentlemen

Your very Obedient Humble Servants

Signed Lambert Ross & Co.

And these Defendants further Answering
Say they do not know save from the representations made to them
by

by the said other Defendants Benjamin Rocluck and William Abbott what communications were made relative to the said Ship Hannah by the said Benjamin Rocluck and William Abbott to the said Complainants at the time of or previous to effecting the said Policy of Insurance but these Defendants believe that the answer of the said other Defendants to the Cross bill of Complaint of the said Complainants doth contain a true and particular Statement thereof and to that Statement these Defendants therefore crave to refer and these Defendants Submit that there was According to the said Statement a full and Sufficient disclosure and that there is no pretence for charging these Defendants with any undue or concealment whatsoever. For these Defendants do humbly insist that it was by no Means Necessary to the Validety of the said Policy or to the fairness of the Contract of Insurance thereby effected that any particulars respecting previous Applications for Insurance to other underwriters or Insurance Offices Should have been communicated to the Complainants or as much as the said particulars of communicated could possibly have had no further in Operation than to Suggest an inference that the Opinion of Such previous refusing underwriters or Offices was unfavourable to the risk proposed to be insured but as that Opinion was founded in Mistake and unsupported by Facts these Defendants conceive and most humbly insist that a communication of it was a Measure

wholly

wholly unnecessary evasive and negatory and these Defendants
deny all and all Manner of Combination and confederacy with
which they Stand charged in and by the said Cross bill of
Complaint - Without that there is any other Matter or thing
or Necessary for these Defendants to Make Answer unto and Not
herein and hereby true and Sufficiently Answered unto confessed or
avoided traversed or denied is true All which Matters and things
these Defendants are ready to aver and prove as this Honorable
Court Shall direct and Award and humbly pray to be hence
dismissed with their reasonable Costs and Charges in this behalf
most wrongfully Sustained. —

" A Lambert

" David Ross

" James McTaggart

This Answer was taken and
the above Named Defendants
Anthony Lambert, David Ross
and James McTaggart (Here) duly
Sworn to the truth thereof upon
the Holy Evangelists this Fourteenth day
of April — 1796 Before us

" William Tait'd (L.S.)

" Allan Gilmore (L.S.)

" James
Attorney for Cross Defts.

Fee

Filed 9th May 1797.

The Cross Replication

of Latchemedut Pellaccum and Pollyedut

Latchemedut Complainants To the Cross

Answers of Anthony Lambert Dunn &

Ross and James Mc. Taggart and

Benjamin Roebuck and William

Abbot Defendants. —

These Cross Replicants Now and at all times hereafter Saving and reserving to themselves all and all Manner of benefit and Advantage of Exception to the Many Errors Untruths, Uncertainties Insufficiences and Imperfections in the Cross Defendants Answer contained for Replication thereunto say that they will aver Maintain and prove that all and Singular the Matters and things in these Cross Replicants Bill contained are true certain and Sufficient in the law to be Answered unto, And that the Cross Defts. Said Answer and all and Singular the Matters and things therein contained are evasive and insufficient in the law to be Replied unto And for Replication to the Cross Answers of the said Cross Defendants These Cross Replicants say that the dispute which took place between Joseph Harding and the Madras Insurance Company touching an Insurance effected on the Hannah is not foreign to the Matter in question as is untruly Alledged by the said Cross Defendants

Defendants in their said Cross Answer, and Original Replication
But on the contrary are strictly connected with each other For these
Repliants Shew that they underwrote the Policy on which the present
Action is founded upon the representation of the Broker that the
Hannah was every Good Vessel Etc & that two of the Madras Insurance
Companies had on that Account been induced to Insure on the aforesaid
Pagodas each As this Therefore was the only Communication given them
respecting the matter in question It is reasonable that the circumstance
of the one case Should govern the other and as the Subject Matter
of the Sent Met a full and explicit discussion at Calcutta by which
the Madras Insurance Company were exonerated on the principle
of undue concealment this Cross Repliants ought to have been
included thereby and these Cross Repliants further say that if
from their want of knowledge of those forms which the Law requires
their Plea Should not have that legal operation which it otherwise
would from the Agreement not having been reduced to writing yet as the
Circumstance under which the Arbitration was conducted are altogether
similar to their case inasmuch that the one Insurance led to the
other that these Cross Repliants as they are advised ought to have
the benefit of the Matter in the said Plea Set forth by way of
Answery as they cannot be received as a Plea in bar and which
these Cross Repliants are advised is consistent with the rules of
a Court of Equity and these Cross Repliants for further Replication
Say that from what has been disclosed and Set forth in the Answer
of

of Anthony Lambert David Ross and James Mc. Taggart to their
Cross Bill It is evident that the Insurance in question was effected
by a studied concealment on the part of their Attornies of the circumstances
stated and contained in the letter directing the Insurance to be effected
and which had they been previously disclosed must have prevented
the Contract being entered into And herein these Cross Respondents
pray leave to call the attention of this Honble Court to that part
of the Cross Bill wherein the said Cross Defendants Attorneys are
interrogated as to the information which they received in respect to the
said Ship Hannah And wherein they are desired to Set forth and
discover whether any other and what information was given to them
by the said Anthony Lambert David Ross and James Mc. Taggart
in respect to the said Ship Hannah besides that which is contained
in the Extract of the letter to their Answer annexed and whether
they gave or caused to be given any and what information to these
Cross Respondents at the time the Application for Insurance was
made To which question instead of Answering directly and producing the
letter containing their Instructions they proceed to State that they did
not receive any information from their said Constituent which
in their opinion Judgment or belief was Material or Necessary to
be laid before this Cross Respondents or any of the Underwriters of
Madras or that could in any Manner have guided their Judgment
regarding the risks they were about to cover Besides that which

they

they had offered Now these Cross Respts have Sworn that the
only information given to them was through a Broker who Merely
represented that the Hannah was a very good Ship, and from
that conviction and belief two of the established Insurance offices
had taken Ten Thousand Pagodas each upon her and which that
therefore induced these Cross Respts to Insure also conceiving
that the previous Insurance had been effected under every circumstance
of fair disclosure But these Cross Respts say that of the
Original letter copy whereof is Set forth in the Cross Answer of
Anthony Lambert David Ross and James Mc Taggart had been
Submitted to them and the Contents explained they would from thence
have perceived that the said Ship Hannah was so bad a Subject
that the Offices at Calcutta who had the immediate Means of being
Acquainted with her situation had refused to Insure on her that
the said Cross Defendants Anthony Lambert David Ross and
James Mc Taggart from that consideration had been induced to give
up their Original intention of freighting her Because say they
We could Not think of Shipping Cargo on a Vessel that could
Not be Insured And it would further have appeared by the
production of the said letter that the Captain of the said Ship
was himself aware of her insufficiency and on that Account had
deemed it prudent Not to take in a full Cargo But had limited
himself to a certain Number of Bags Can it then be supposed that
if

if these circumstances had been communicated that they would have been so very rash and imprudent as to have taken a vessel of that description or if they had been induced to try so desperate an Adventure can it be supposed that they would have done it at so low a rate of Premium, certainly Not, Hence these Respliants submit that the circumstances of Concealment as at first Shewn in their Answer to the Original Bill, To wit the Suppression of the Report of the Surveyors at Calcutta is aggravated by the further suppression of the letter which in itself is Altogether Sufficient to render the present Insurance void And these Cross Respliants beg to Submit another circumstance to this Honble Court from which it will further appear that even if there had been no undue concealment as to the Subject of the present Insurance But that it had been effected under every circumstance of fair disclosure that still the Cross Defendants have no equitable claim to recover the loss Alledged to be Sustained and in explanation thereof these Cross Respliants beg to State that in consequence of the Monsoon which Sets in on the Coast of Coromandel and prevails with violence during the greatest part of the Months of October November and December that all Insurance ceases between the fifteenth day of the former Month and the fifteenth day of the latter Month that is to say the several Insurance Companies in Bengal Madras and Bombay by an Exception entered in their Policies exclude themselves during that period from bearing any risk and so well is this

understood

underwrote and agreed to that the clause of Exception in the
Policies of those of the Insurance Companies Made part of the
printed Forms and where it does not Made part of the printed
Forms a Written clause is entered to the same purport and here these
Cross Respliants beg leave to State that the Policy executed by
them was furnished by the Attornies of the Cross Defendants and
being in English a language of which these Cross Respliants were
utterly ignorant They enquired whether it was a Policy similar to
those which the regular Offices had granted and were informed that it
was But these Cross Respliants beg to Shew that the fact is
otherwise for in the Policy granted by the New Madras Insurance
Company on the Cargo of the Hamah to the Amount of two thousand
Pagodas the Exception prevailed And as the said Ship was lost after
the Sixteenth of October They Never were called upon, And these
Cross Respliants further Say that although this Exception was not
inserted in the Policy of the Madras Insurance Company, But
which Policy has been particularly alluded to in this case, yet
the Omission proceeded from Accident alone For these Cross Respliants
are informed that the said Company in all cases exclude the risk
of the Coast of Coromandel during the period aforementioned upon
this well established circumstance Therefore the Cross Defendants
can have no equitable right to recover even if the concealment of
Material circumstance did not render the Contract Void.

And

All which Matters and Things these Cross Replicants are ready and willing to aver Maintain and prove as this Honble Court shall direct and humbly pray as in and by their said Bill they have already prayed. —

J. Chalmer
Attorney for Cross Repl.ts

Filed 30th May 1797.

The General Rejoinder

of Lalchemeerd Nellacunt and Cauzoolee Latchemeerd of Madras Inhabitants Defendants To the Replication of Anthony Lambert David Ross and James McTaggard of Calcutta Merchants and Copartners and William Abbott of Fort Saint George Merchants Complainants —

These Defendants Now and at all times hereafter Saving and Reserving to themselves all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties insufficiencies and imperfections in the Replicants and Replication contained for Rejoinder thereunto Say that their

Several

Several Plea and Answer and the Matters and Things therein Contained are good true Certain and Sufficient in the Law to be replied unto by the Replicant in Manner Form and Substance as the Same are therein and thereby Alledged and Set forth and that the Replicants said Replication is very Evasive and insufficient for these Defendants to Make any further or other Rejoinder thereto. —

All which Matters and Things these Defendants are ready and Willings to Aver Maintain and prove as this Honble Court Shall be pleased to direct and humbly Pray as in and by their said Several Plea and Answer they have already Prayed. —

Signed J. Chalmer.
Atty for Original Defts

Filed the 20th June 1797.

The Cross Rejoinder of Anthony Lambert Dance Ross and James Mac Taggart and Benjamin Roebuck and William Abbot Defendants to the Cross Replication of Latchemedut Allaumt and Vaspedut Latchemedut Complainants. —

These Cross Defendants Now and at all times hereafter

hereafter saving and reserving to themselves all and all Manner of benefit and Advantage of Exception to the Many Errors incertainties Insufficiences and Imperfections in the Cross Respliants Said Repliation contained for Rejoinder thereunto say that they will aver and prove the several Matters and things in these Cross Defendants said Answer contained to be true certain and Sufficient to be Replied unto and that the Cross Respliants said Repliation is very Evasive and insufficient to be by these Defendants Rejoinder unto and these Cross Defendants for further Rejoinder Say as in and by their Several pleadings in the Cause they have Already Said that the disputes between Joseph Harding whose Name has been introduced by the Original Defendant and Cross Complainants unto the Pleadings and the Madras Insurance Company are Altogether foreign to the Matter in question before this Honble Court and that the introduction thereof and the Arguments used thereon by the Original Defendants And Cross Complainants is, and are highly irregular because Altogether impertinant and irrelevant, Nor does the Circumstance on which they seem to rely that is to Say that the Same brokers who insured on Account of the Said Joseph Harding effected the Insurance in question Avail them in the Slightest degree as one Broker may and frequently does effect a Policy for Several persons whose interests are in no wise connected, and Such is the case in the present

instance.

Several Plea and Answer and the Matters and things therein Contained are good true Certain and Sufficient in the Law to be replied unto by the Replicant in Manner Forme and Substance as the Same are therein and thereby Alledged and Set forth and that the Replicants said Replication is very Evasive and insufficient for these Defendants to Make any further or other Rejoinder thereto. —

All which Matters and things these Defendants are ready and Willings to Aver Maintain and prove as this Honble Court Shall be pleased to direct and humbly Pray as in and by their said Several Plea and Answer they have already Prayed. —

Signed J. Chalmer.
Att'y for Orig. Defts.

Filed the 20th June 1797.

The Cross Rejoinder of Anthony Lambert Dance Ross and James Price Taggart and Benjamin Roebuck and William Abbot Defendants to the Cross Replication of Latchemeelut Nellacunt and Vaspeelut Latchemeelut Complainants. —

These Cross Defendants now and at all times hereafter

hereafter saving and reserving to themselves all and all Manner of benefit and Advantage of Exception to the many Errors uncertainties insufficiences and Imperfections in the Cross Respts Said Replication contained for Rejoinder thereunto say that they will aver and prove the several Matters and things in these Cross Defendants said Answer contained to be true certain and Sufficient to be Replied unto and that the Cross Respts said Replication is very Evasive and insufficient to be by these Defendants Rejoinder unto And these Cross Defendants for further Rejoinder Say as in and by their Several pleadings in the Cause they have Already Said that the disputes between Joseph Harding whose Name has been introduced by the Original Defendant and Cross Complainants unto the Pleadings and the Madras Insurance Company are Altogether foreign to the Matter in question before this Honble Court and that the introduction thereof and the Arguments used thereon by the Original Defendants And Cross Complainants is, and are highly irregular because Altogether impertinant and irrelevant, Nor does the Circumstance on which they Seem to rely that is to Say that the Same broker who insured on Account of the Said Joseph Harding effected the Insurance in question avail them in the Slightest degree as one Broker may and frequently does effect a Policy for Several persons whose interests are in no wise connected, and Such is the case in the present

mstance – And these Cross Defendants do Not Admit that
the said Brother did Make the representations to the Cross Complainants
as stated in their said Cross Replication and further say that if
he had done so the case Suffers no alteration thereby, Nor does it give the
least Strength or Support of the Cross Complainants reasoning to Shew
an arbitration between one party Should govern the rights of Strangers
an preclude them from pursuing those rights by such means as the
law directs – and these Cross Defendants further Say that in
Arbitrations there are no Examination taken on Oath Nor is the
Oath of any Person Partly thereto given in Support of their respective
claims Nor are the Arbitrators themselves Sworn and therefore
there is a want of that Solemnity in an Arbitration that is
observed in the cause of legal proceedings and further say that
Whenever Arbitrators give an Abstract Opinion which these
Defendants are Advised is rather unusual it is of no consequence
because it does not carry with it any Force or Validity whatever and
these Cross Defendants are Advised that it is highly improper to
bring forward Such Abstract Opinion in the pleadings before
a Court of Judicature, and Not respectful to the Judgment of
the Court and the More so when as in the present case Such Opinion
and even the Award it self Must be considered as irrelevant Matter
and these Cross Defendants for further Rejoinder Say that
the Cross Complainants in and by their Cross Replication appear

to

to have abandoned their Plea and Say "they are advised that if
"they cannot have the benefit thereof as a Plea in Bar they ought
"to have such benefit by way of Answer and that the Same
"is consistent with the rules of a Court of Equity" Whereupon
these Cross Defendants Say they are advised that where a
Defendant files a Plea and the Same upon the arguing thereof
is over ruled and the Defendant is Ordered to Answer he may
in Such Answer Set forth and insist on the Several Matters and
things that had been Set forth and insisted on in his said Plea;
but that in the case where a Defendant files a Plea and Answer
and the Plea Should be over ruled by the Court or as in the
present case wherein it Appears abandoned by the party himself
he cannot afterwards insist thereon by way of Answer and such
these Cross Defendants are advised is the rule that in similar
cases governs a Court of Equity - and these Cross Defendants for
Further Rejoinder Say that there is not any Matter or thing
Set forth in the Cross Answer of these Defendants Anthony Lambert
David Ross and James Mc Taggart which Shews or that
can be so construed to Shew any Studied or other concealment
of Circumstances on the part of their Attornies the Said other
Defendants Benjamin Roebuck and William Abbott in
effecting the Insurance in question And deny that any thing contained
in the Letter Annexed to the Cross Answer of these Defendants

Anthony

Anthony Lambert David Ross and James McT Taggart would
if it had been disclosed to the Cross Complainants have prevented
the Contract in question And these Cross Defendants Say that the
Answer of the Cross Defendants Benjamin Roebuck and William
Abbott is full and Sufficient to all intents and purposes as
an Answer on their part to the Cross Bill of Complaint of
the Cross Respliants and that their Answer to the Interrogatory
as to the Information they had received from these Cross Defendants
Anthony Lambert, David Ross and James McT Taggart regarding
the said Ship the Hannah was fair and Sufficiently Explanatory
and these Cross Defendants Say that if the Cross Respliants
had not at the time of the filing of the said Cross Answer been
fully persuaded of that fact in their own Conscience they would
have Excepted to such the said Cross Answer of these Cross
Defendants Benjamin Roebuck and William Abbott as
insufficient or they would have required that all Letters received
from these Defendants Anthony Lambert David Ross and
James McT Taggart by these Defendants Benjamin Roebuck
and William Abbott regarding the said Ship the Hannah, and
the Insurance they these Defendants Anthony Lambert, David
Ross and James McT Taggart were desirous of having effected
thereon Should be delivered into this Honble Court and these
Cross Defendants say as in and by their Cross Answer that have
already

already Said that there has not been any unfair or any concealment
of Circumstances that the Cross Respliants ought to have had
before them by which to be governed regarding the Insurance they
were required to Make and these Defendants Say that it appears
by the Cross Respliants own Shewing in the course of the proceedings
in the cause Notwithstanding the insinuation in their Said
Replication contained that with a premium Less
than that given where the Ship was New or in Excellent condition
an Insurance might have been Effected in Calcutta on the said
Ship the Hannah and these Cross Defendants say that the
Officers at Madras had the Same Means of Acquiring Information
regarding the said Ship as the Officers at Calcutta as She
had only a very Short time before taken in Cargo there, Sailed
from the said Port of Madras and these Defendants Say that
part of the Letter annexed to the Cross Answer of these Defendants
Anthony Lambert Dawd Rose and James Mr. Taggart quoted by
the Cross Respliants will Not bear the construction that
they have Attempted to give it For although these Defendants
Anthony Lambert Dawd Rose and James Mr. Taggart have
Said in their Said Letter that they could Not think of
Shipping Cargo on a Vessel that could Not be insured yet
they in the Same Letter Shew that it was owing to the
timidity

timidity of the Offices at Calcutta and not as their Opinion that
the said Ship was not Sea Worthy for in their said Letter
"they say Should they be less timid than ours / Meaning the
"Offices of the respective Ports / we request you will be so good
"to Effect S.R.& 6250" and add after Stating the rate of
"premiums at Calcutta" we do not Mean to limit you to those
"premiums at the same time we would not pay an Extravagant
"one" and these Defendants for further Rejoinder Say that the
Said Ship the Hannah was well Known at every British port
in India as the Old york Indiaman, and consequently that
She would not bear the same Strain upon her as a New
Ship or a Ship not so Old as herself and that at the period
She sailed from Calcutta, the time of the Monsoon was daily
Expected and therefore and not upon Account of that Kind of
Cross Replication would insinuate the Captain of the Said
Ship deemed it prudent that She Should not take in a
full cargo — And these Cross Defendants for further Rejoinder
Say they do deny that it was at all Necessary on their part
to have produced at the time they were about to effect an
insurance the report of the Surveyor at Calcutta or that the
Same or any part of the conduct of these Defendants in the

premises

premises can at all effect the Policy upon which they have brought their Original Action against the Cross Respliants And these Cross Defendants for rejoinder to the Equitable point insisted on by the Cross Respliants in the concluding part of the said Cross Replication Say that if they the Cross Respliants as Insurers have some of Policy peculiar to themselves they Ought to have used it on the occasion in question, but if they Execute the same Kind as used by European Insurers they ought Not to have urged any thing in Opposition to any clause contained in the one Now before this Honble Court and these Cross Defendants Solumnly declare that they had no Idea of taking any unfair Advantage over the Cross Respliants in Effecting the said Policy and Suppose that as insurers the Cross Respliants either read or procured to be read and Explained to them every policy they Execute and if they do Not they ought Not to Such Advantage from their own inattention to the Business which they professionally transact and these Defendants further declare that they do Not Know by whom the policy in question was produced or whether the Cross Respliants did Not produce it themselves but in either case these Cross Defendants do humbly insist that any dispute on Account thereof at this

time

time is irregular and irrelevant and tends only to show that the Cross Respts finding or Plea that they have set up defective and having abandoned it in consequence and having been imprest with the Idea that the defence they have set up by way of Answer to these Cross Defendants Said Original Bill of Complaint is also defective they have recourse as their last Alternative to a Plea of Ignorance as being unacquainted with the English Language in which the Policy in question is written and these Cross Defendants further Say that the Several Matters and things contained in the Several pleadings on their part in this Cause are true, in Manner form and substance as they have Stated Set forth and declared the Same and do therefore pray reference thereto.—

All which Matters and things these Cross Defendants are ready and willing to prove and most humbly pray as in and by their Said Cross Answer they have already prayed.—

(Signed) J. Stuart Hall
Atty for Cross Defendants

PP

By the Mayor's Court at Madraspatnam

Between Anthony Lambert Daniel Ross & John
Mc.n Jagart by their Attornies Benjamin Roebuck & William
Abbott Original Complaints & Cross Defendants and Dagiee
Latchemeedutt Neelacam & Vasoodutt Latchemeedutt Original
Defendants and Cross Complainants To Messrs. Edwd. Benjamin
Lewin Peter Maitland & Wm. Johnson

Calcutta

The Mayor's Court at Madrasphatanam having great
Confidence in the Care Fidelity and Circumspection of you the
Said Messrs. Edward Benj.n Lewin Peter Maitland &
William Johnson Do by these Presents Give to you or any
Two of you Full Power and Authority to Examine all or any
Witnesses whatsoever upon Such Interrogatories as Shall be
delivered to you by the Parties in these Causes or any one
of them and you are to cause to come before you the Witnesses
in this causes at Such time and place as you Shall Appoint
and those Witnesses and Every of them by themselves
Separately you are to Examine upon their Oaths to the
Interrogatories aforesaid and the Examination of Such Witness
you

you are to take in writing and return the Same to this Court
Sealed your Hands and Seals on or before the 24th day of
January Next together with the said Interrogatories aforesaid
and this Commission But before you Produce to examine any
Witnesses you are to take Such Oath as is hereafter Mentioned
to be the Oath for the Commissioners to take and you are
to Cause Such Clerk or Clerks Interpreter or Interpreters
as you Shall Employ under you to take Such Oaths as is
hereafter Mentioned to be the Oaths for the Clerks and
Interpreters to take and you have hereby Full power to Administer
Such Oaths Given under the Seal of the Mayors Court at
Madrasspatnam and under the Hands and Seals of James Call
Esqr. Senior Alderman of Madrasspatnam and of Mr. Alexander
Cockburn One of the Aldermen of Madrasspatnam this 31st
Day of October Anno Domini 1797.—

J. Call Senr. Alderman of Madrasspatnam (L.S.)

Alex.: Cockburn One of the Aldermen of Madrasspatnam (L.S.)

J. Collins D.y Regr.

The

The Commissioners Oath

You Shall According to the best of your Skill and Knowledge truely Faithfully and without partiality to any party take the Depositions of all and every the Witness and Witnesses produced before and Examined by you or any two of you - you Shall Not without Express Direction from the Court Publish Disclose or Make Known to any Person or Persons whatsoever Except to the Clerk or Clerks Interpreter or Interpreter by you Employed and Sworn to Secrecy in the Execution of this Commission the Contents of all or any of the Depositions of the Witnesses to be taken by you or any two of you. — Commissioners in the Commission Named by virtue of the said Commission until Publication Shall Pass. —

So Helps you God

Edw.d Benjamin Lewin

Peter Maitland. —

The Clerks oath

You Shall truly and Faithfully and without Partiality to any or either of the Parties take Write down and Copy the Depositions of the Witness or Witnesses produced before and Examined by the Commissioners or any two of them named in this Commission as

Farforth as you are directed and Employed Hereunto by the Said Commissioners or any of them and you Shall not without express Directions from the Mayors Court at Madras aforesaid Publish & Disclose or Make Known to any Person or Persons whatsoever the Contents of all or any the Depositions of the Witnesses or any of them to be taken Wrote down or Copied by you or where to you Shall have recourse be any ways during untill Publication Shall Pass.—

So Help you God

John Younger

Witnesses Oath

You Swear that you will true Answer Make to all Such Questions as Shall be asked you upon these Interrogatories Without or affection to either party you Shall declare the truth the whole truth and Nothings but the Truth.—

So Help you God

H: Edwards

J. D. Conyers

The

The Interpreters Oath

You Shall Sweare That you well and Truly execute the office of Interpreter for Such time as you Shall be Employed therein by the Commissioners Named in this Commission or any two of them and Shall duly and truly without partiality to any party Interpret what any Witness or Witnesses Shall have to Testify touching this Cause and you Shall not without express Directions from the Mayors Court at Madras patnam Publish Disclose or Make Known to any Person or Persons whatsoever the Contents of all or any the Depositions of Witnesses or any of them Interpreted by you untile Publication Shall pass.—

So Helps you God

The Execution of this Commission Appears in Certain Schedule Hereto Annexed this 20th Day of December One thousand Seven hundred and Ninety Seven.—

Edwd Benyamin Lewin } Commissioners

Peter Maitland

L.S.

L.S.

Interrogatories

Interrogatories to be administered
to Such Witnesses as Shall be produced
Sworn and Examined in a Certain Cause
and Cross Cause Now Pending and at
Issue in the Hon.ble the Mayors Court
of Madras Patnam, Wherein Anthony Lambert
Daniel Ross and James Mr.c Taggart
of Calcutta Merchants and Copartners by
their Attorneis is Benjamin Roebuck and
William Abbott are Original Complainants
and Cross Defendants and Peter Hemedat
Pellacunt and Vasoodut Bala Kisheradu
dutt of Madras Merchants are Original Defendants
and Cross Complaints on the part and behalf
of the Named Original Complainants and
Cross Defendants. —

To all the Witnesses. 1.st Do you or do you Not Know the parties
Complainants and Defendants in the Title of these Interrogatories
Named if yes how long have you so Known them or either
and Which of them declare. —

To

2.d Were you or were you Not in the year One
Thousand Seven Hundred and Ninety three employed
in the Dock Yard of Mr.r G-Gilees late of Calcutta
Ship Build.r and in what Capacity Were you. To
Enclosed. —

To

3.rd Was or Was Not the Ship Cate the
Hannah Some time in the Month of August
One Thousand Seven Hundred and Ninety three,
or in Some and what other Month Carreened
for the purpose of Examining Some and
what leak in her if you where was Such leak Situated
and what was the cause thereof. Was it ow Account of any
and what decay in her timbers, or how Otherwise. —

To

4.th Did or did not the Ship Hannah
at the time of Carening regareing which
you have been above interrogated undergo Some and what repairs,
and Was She, or was she not after Such repairs as tight Ship
and fit for Sea or how otherwise. —

To

5.th If you Examined the Shew of
the Said Ship Hannah at the time of her being carreened
as before interrogated, Set forth and Say whether She appeared
to you to be Logged or how otherwise. —

To

6.th Was or Was Not the Coop of the
Ship Hannah taken off Some time in the Month of September
One Thousand Seven Hundred and Ninety three, what was the
appearance of her timbers at the time, and what was her general
Appearance

Appearance from Her Keel to Her Gunwale and was She, or
Was She Not consecutively lightened and benefited by taking
of Her Coop declare as you Know Have Heard or do believe together
with the reasons for Such your belief.—

To

7th Was the Ship the Hannah Cox,
on the Sixth day of September One Thousand Seven
Hundred and Ninety Three a Weak Carazy and unsafe Vessel,
and Not Sea Worthy, or was She, or was She, Not on or about
that time a tight Vessel and Sea Worthy declare as you
Know Have Heard and do believe together with the Reasons
for Such your belief.—

To

8th Have you or Have you Not Heard,
and do you or do you Not believe that the Said Ship Hannah
Some time in the Month of September One Thousand Seven
Hundred and Ninety Three, Experienced a Gale of Wind, while
lying at an Anchor in the South Channel of the River
Houghley and have you or have you Not Heard that in consequence
Thereof the Said Ship the Hannah Sprung a leak and
Might or Might Not the tightest Vessel loaded with Rice
So pitch and Strain in a Gale of Wind as to become leaky,
and is Such a case, or is it Not any Wise uncommon or
Extraordinary.—

To

9.th Is or is not the Month of September the Severest part of the Season for Vessels to proceed from Bengal to Madras. —

To

10.th Did or did not the Original Complainants and Cross Defendants in the Tittle of these Interrogatories Named Some time on, or about the Month of September and in the year One Thousand Seven Hundred and Ninety three Ship on Board the Ship late the Hannah then lying at Anchor in the River Houghley a certain and what quantity of Rice their Property and on their own Account and was or was not the Said Rice on Board the Said Ship the Hannah at the time She sailed from the said River Houghley on her Voyage to Madras declare as you Know have heard and do believe together with the reasons for Such your belief. —

Last Interrogatory Do you Know of any other Matter or thing or have you heard or can you Set forth any thing touching the Matters in question in this Cause that may tend to the benefit and Advantage of the Original Complainants and Cross Defendants If you Set forth the Same, as you Know have heard or do believe with the reasons for Such your belief. —

Edwd. Bn. Lewin

Peter Maitland.

J. Stuart Hall

Attys. for the orig.l Compl.ts & Cross Defendants. —

The Mayor's Court at Madrasphatnam

Between Anthony Lambert Dauid
Rose and John Mc Tagart
original Complainants and
Cross Defendants.—
and
Dagutty Lutchmeduttu Neelacanta
and Vasseduttu Lutchmeduttu
Original Defendants and Cross
Complainants.—

Deposition of a Witness in this Cause taken before us Edward Benjamin Lewis and Peter Maitland at the House of the Said Edward Benjamin Lewis in Calcutta by Vertue of a Commission issuing out of and under the Seal of the said Mayors Court in the above Cause and bearing date the Thirty first day of October in the year of our Lord One Thousand Seven hundred and Ninety Seven.—

Edw. Benjamin Lewis
Peter Maitland

James Duncan Conyers residing in Calcutta aged Twenty four Years or thereabouts brought before us as a Witness in this Cause on the part and behalf of the abovenamed Original Complainants and Cross Defendants having been first duly Sworn before us on

J. D. Conyers

The Holy Evangelists on the Eighteenth day of December in the year of Our Lord One Thousand Seven Hundred and Ninety Seven being examined Deposeth as follows.—

To the First Interrogatory This Deponent Saith that he Knoweth Knows ale the Original Complainant and Cross Defendants about Seven years and that he doth not Know the Original Defendants and Cross Complainants or any of them and further to this Interrogatory this Deponent Saith not.—

To the Second Interrogatory this Deponent Saith that he never was in any employ whatever of Mr. Gilles in the said Interrogatory Named and further to this Interrogatory this Deponent Saith not.—

To the third Interrogatory This Deponent cannot Depose

To the fourth Interrogatory This Deponent cannot Depose.—

To the fifth Interrogatory This Deponent cannot Depose.—

To the Sixth Interrogatory This Deponent cannot Depose.—

To the Seventh Interrogatory This Deponent cannot Depose.—

S. D. Conyers.—

Geo. & Benjamin Ewin Exrs Wm Hamond

The Mayor's Court at Madraspatnam

Between Anthony Lambert & David Ross and John McTagart original Complainants and Cross Defendants. —

and

Dagutt & others Natchmedutt Neelacum & and Vissoodutt & others Natchmedutt Original Defendants and Cross Complainants. —

Deposition of a Witness in this Cause taken before us Edward Benjamin Lewis and Peter Maitland at the House of the said Edward Benjamin Lewis in Calcutta by Vertue of a Commission issuing out of and under the Seal of the said Mayors Court in the above Cause and bearing date the Thirty first day of October in the year of our Lord One Thousand Seven hundred and Ninety Seven. —

James Duncan Conyers residing in Calcutta aged Twenty four Years or thereabouts brought before us as a Witness in this Cause on the part and behalf of the abovenamed Original Complainants and Cross Defendants having been first duly Sworn before us on

J. D. Conyers

Edw. Benjamin Lewis
Peter Maitland

The Holy Evangelists on the Eighteenth day of December in the

year of Our Lord One Thousand Seven hundred and Ninety Seven

being examined Deposeth as follows.—

To the First Interrogatory This Deponent Saith that he Doth

Known alle the Original Complainants and Cross Defendants about

Seven years and that he doth not know the Original Defendants

and Cross Complainants or any of them and further to this Interro-

-gatory this Deponent Saith not.—

To the Second Interrogatory this Deponent Saith that he never was

in any employ whatever of Mr. Gilles in the said Interrogatory

Named and further to this Interrogatory this Deponent Saith

not.—

To the Third Interrogatory This Deponent cannot Depose

To the Fourth Interrogatory This Deponent cannot

Depose.—

To the Fifth Interrogatory This Deponent cannot

Depose.—

To the Sixth Interrogatory This Deponent cannot

Depose.—

To the Seventh Interrogatory This Deponent cannot

Depose.—

S. D. [illegible].—

To the Eighth Interrogatory This Deponent cannot Depose.—

To the Ninth Interrogatory This Deponent cannot Depose.—

To the Tenth Interrogatory This Deponent Saith that about the Month of September One Thousand Seven hundred and Ninety three he this Deponent being then employed as a Clerk to the Said Original Complainants and Cross Defendants Superintended and was present at the landing on board the Said Ship Hannah of Two Thousand Five hundred Bags of Rice the property and on Account of the Said Original Complainants and Cross Defendants and that the Said Two Thousand Five hundred Bags of Rice were on board the said Ship Hannah at the time She Sailed on a Voyage to Madras Shortly after Such lading And further to this Interrogatory this Deponent Saith Not.—

Sworn & Examined in Court
Geo. Maitland

To the last Interrogatory This Deponent Saith he doth not Know of any thing further than he has Already Set forth touching the Matters in question in this Cause.

J. D. Conyers.

The Mayor's Court at Madrass patnam

Between Anthony Lambert Davis Ross

and John Mc Tagart Original

Complainants and Cross Defendants

and

Pugatto Latchmeduto Nelacaumo

and Vasoodeuto Latchmeduto

Original Defendants and Cross

Complainantes. —

Deposition of a Witness in this Cause

taken before us Edward Benjamin Leuin and Peter Pratt Gaitland

at the House of the said Edward Benjamin Leuin in Calcutta

by virtue of a Commission issuing out of and under the Seal

of the said Mayors Court in the above Cause and bearing) date

the Thirty first day of October in the year of our Lord One

Thousand Seven hundred and Ninety Seven. —

Hugh Edwards residing in Calcutta aged Thirty eight years or

thereabouts brought before us as a Witness in this Cause on the

part and behalf of the abovenamed Original Complainants

and Cross Defendants having been first duly Sworn before us

on

on the Holy. —

H: Edwards

Evangelists on the Eighteenth day of December
in the year of Our Lord One Thousand
Seven Hundred and Ninety Seven being examined
Deposeth and Saith as follows. —

To the First Interrogatory This Deponent Saith that he
Knows the Original Complainants and Cross Defendants and hath
known the Complainant Lambert upwards of Twelve years and
hath known the Complainant Ross about Ten years and hath
known the Complainant Mr. Sagart about Nine years and that
he doth not know the Original Defendants and Cross Complainants
or any of them; and further to this Interrogatory this Deponent
Saith Not. —

To the Second Interrogatory This Deponent Saith that during the
year One Thousand Seven Hundred and Ninety three he was in
Partnership with Mr. G: Gillet in the Said Interrogatory Mentioned,
and Further to this Interrogatory this Deponent Saith Not. —

To the Third Interrogatory This Deponent Saith that about the
Month of August One Thousand Seven Hundred and Ninety three

H: Edwards

three the Ship Hannah was careened for the purpose of Searching for the cause of a Leak which was discovered upon Such Search a little below light water Mark and Saith that Such Leak Must have Arisen from a decay which was in a particular Plank being confined to One Spot and Saith that the said Leak did Not Arise from any other cause Save as aforesaid and further to this Interrogatory this Deponent Saith Not.—

To the fourth Interrogatory This Deponent Saith that at the time of careening the Said Ship Hannah did undergo what repairs were Necessary caulking and Shifting a Plank for the purpose of Stopping the Said Leak being the principle Necessary repairs and Saith that after Such repairs were Made as aforesaid She ceased to Make water and was in truth a tight Ship and fit for Sea and further to this Interrogatory this Deponent Saith Not.—

To the Fifth Interrogatory This Deponent Saith he did examine the Sheer of the Said Ship Hannah which was Straightened as is usual amongst large Ships to be after Much Service but Not to that degree which is understood by the term of a Ships being hogged Nor was the Said Ship at all the worse by Her Sheer being So Straightened and further to this Interrogatory this Deponent Saith Not.—

To the Sixth Interrogatory This Deponent Saith that about the Month of September One Thousand Seven Hundred and Ninety three the poop of the Said Ship Hannah was taken off and that he did not personally examine the Timbers of the Said Ship but that they were examined by one Mr. Michael Searle who was then employed by this Deponent and the said Mr. G. Gillett but who is Since Dead and that the said Michael Searle reported them to be in good condition and which report this Deponent entirely believe to be true And this Deponent further Saith that as the said Ship Hannah was not have Keel out / it not being Necessary so to do / he this Deponent had no opportunity of Seeing what was her general appearance from the Keel to the Gunnwale And Saith that the Said Ship Must have been Materially lightened and benefited by her Poop being taken off and further to this Interrogatory this Deponent Saith not. —

To the Seventh Interrogatory This Deponent Saith that he believes that about the Sixth of September One Thousand Seven Hundred and Ninety three the Said Ship Hannah was Seaworthy for although the Said Ship was an Old Ship She had at different times before received Such thorough Repairs at the

yard of the said Mr. G: Gillett about two years before that
this Deponent conceives She was at that time in a Seaworthy
condition And further to this Interrogatory this Deponent Saith
Not.—

To the Eighth Interrogatory This Deponent Saith he hath heard
and believes that Sometime in the Month of September One
Thousand Seven Hundred and Ninety three the Said Ship
Hannah did experience a Gale of Wind in going out to Sea and
that in consequence She Made Water And Saith that he has
often known Ships going out in the best condition and
particularly laden with Rice which have been Obliged to
put back for Repairs in consequence of Straining from Stress
of Weather and that Such cases are Not at all uncommon
or Strange; and further to this Interrogatory this Deponent
Saith Not.—

To the Ninth Interrogatory This Deponent Saith that generally
Speaking the Month of September is Not the Surest
Season for Vessels to proceed from Bengal down the Bay
but this Deponent Saith that it is by no Means uncommon
for Gales of Wind to occur during the Month of August or
September and further to this Interrogatory this Deponent
Saith

Saith Not —

To the Tenth Interrogatory This Deponent Saith that he Knows that the said Ship Hannah had Some Rice on board as Cargo but what quantity or to whom it belongd this Deponent cannot depose and further to this Interrogatory this Deponent Saith not —

To the last Interrogatory This Deponent Saith that he doth not Know of any other Matter or thing touching the Matters in question in this Cause to which he hath not already deposed. —

Edwd Benjamin Lewin

Peter Maitland

H: Edwards
Sworn " "

Filed 3d April 1798.

In the Honble the Mayors Court at Madras patnam

Between Anthony Lambert Dowd Ross and James Mr Taggard by their Attornies Benjamin Roebuck and William Abbott Original Complainants and Cross Defendants and Latchemee duo Pellaum and Wal

Latchmeedu Original Defendant
and Cross Complainants. —

Exceptions taken by the above Named Defendants
and Cross Complainants to the Interrogatories
and Depositions of the above Named Original
Complainants and Cross Defendants. —

These Defendants do Except to all the
Interrogatories Exhibited on the part of the Original Complainants
and Cross Defendants and to the Several Depositions of Hugh
Edwards and James Duncan Conyers taken thereto because the
Names of the said Witnesses were Not Communicated or Made Known
to these Defendants or to their Attorney previous or Subsequent
to the Commission issuing to Calcutta, by reason whereof these
Defendants were precluded the benefit of a Cross Examination. —

These Defendants do therefore pray that
the said Interrogatories and Depositions may be Suppressed
and Set aside and Not received as Evidence at the hearing with
Costs to be paid by the Complainants. —

J: Chalmer. —
Atty: for Orig. & Dft.
Cross Compt.

Recd 4th April 1798.

In the Hon^ble the Mayors Court at Madras[illegible]

Between Anthony Lambert Dowell Ralph and James M^c Taggart by their Attorney Benjamin Roebuck and William Abbott Complainants and Lekhemedut Nedacamut and Voofsoodut Lekhemedut Defendants &c & Contra. —

The Answer of the above Named Complainants to the Exceptions taken by the above Named Defendants to the Interrogatories and Depositions of the above Named Complainants: —

Say that the Said Exceptions are irregularly taken and are in themselves unfounded Because these Complainants Attorney in Court did pray this Hon^ble Court that a Commission might issue to Calcutta directed to certain Persons residing there, to examine Such Witnesses as might be produced to them for examination, and desk at the same time tender to the Attorney of the Defendants the Names of the Commissioners in Order that he might join in Commission that thereupon the Said Attorney of the Defendants did Agree to the Commission

Commission issuing upon the Suggestion that the names of the Witnesses to be examined had not been Set forth and that this Honble Court taking the Premises into its consideration, were pleased to order and did accordingly Order that the Commission should issue as prayed for returnable in three Months as will appear by the Record of this Honble Court reference being thereunto had. —

And these Complainants for further Answer to the said Exceptions Say that if the Defendants had conceived themselves Aggrieved by the said Order of this Honble Court they ought to have appealed therefrom to the Court of Appeals but that not having done so they have Submitted to the justice of the said Order and are bound thereby and could only take Exceptions to the said Interrogatories and depositions upon any exceptionable point apparent on the face thereof, otherwise it would be trying the propriety of an Order of this Honble Court by a rehearing through the means of Exceptions to Interrogatories and depositions a practice unknown in this or in any other Court. —

Lastly these Complainants Say that in Rendering the Names of their Commissioners to the Defendants attorney in Court in order to their joining in Commission they did all that was usual in the like

was incumbent on them to do for the purpose of letting the Defendants in to a Cross examination of such Witnesses as might be produced on these Complainants behalf and the Defendants would doubtless have taken Advantage thereof if they had had any reason for exhibiting Cross Interrogatories to such Witnesses; or if they had intended to pursue the plain and open course of Justice instead of lying by until these Complainants had examined their Witnesses and then coming forward with the unfair purpose to deprive them of the benefit of their Testimony These Complaints do therefore Pray —

That the Defendants said Exceptions May be thrown out and that these Complainants May have the benefit of the Testimony of their Witnesses as taken under an Order of this Honble Court and that the Defendants do pay all Costs incurred by their said Exceptions —

(Signed) Hall & Compton
Att.s for the Orig.l Compt.ts & Cross Defs.

Interrogatories to be Administred
to Witnesses to be produced Sworn and
examined in a certain cause Now
depending and at Issue in the
Honble the Mayors Court at Madras stat.
=ment wherein Anthony Lambert
& David Ross and James Mc. Taggart
by their Attornies Benjamin Roebuck
and William Abbott are Complainants
and Latchmeedut Pellaumt and
Vasudeu Latchmeedut are Defendants
Et E: Contra. —

On the part and behalf the Original Defendants
and Cross Complainants. —

1st Latchmeedut Interrogatory 1.mo Do you know the parties, Original
Complainants and Cross Defendants and the Original Defendants
and Cross Complainants in the title of these Interrogatories
named, or any and which of them and how long have you known
them, or any and which of them respectively Declare the truth
and your Knowledge herein. —

Ditto

Ditto Interrogatory 2. Were you, or were you not Some
the Month of September and year of Christ One thou
Seven Hundred and Ninety three or at any other time and
to the best of your recollection employed by Negapatam
deceased lead dubash to Bayaneyy
Abbott in the title
an. said examined their witness Mochiah and Thomas
say forwards with the rest of these Interrogatories named or by
the benefit of their errors and who by name as the Brokers for the
Pray. — Insurance on the Ship Hannah and which is now the
Subject of dispute in this cause If you Did or did not
the said Negapatam Chitty previous to the effecting of the
Insurance Say any thing in respecting to the Goodness
Character or Condition of the said Ship and on that account
any other and what Insurance Office had been made
to Insure on Her If you Set forth fully and particularly as
far as you recollect the Conversation which passed between
you and the said Negapatam Chitty in respect to the said
of the Said Ship Hannah, and what he said to induce
to consider her a good risk to Die you, or did you not in consq
of what passed between you and the Said Negapatam Chitty
on the Original Defendant and Cross Complainant in the

of these Interrogatories Named and State to them all the
circumstance as Communicated to you by the Said Nagapah
Chitty respecting the said Ship Hamad and Offer any and
what Premium to them to Insure on the said Ship from
Calcutta to Madras or Now Otherwise as you recollect Did they
Agree thereto, or Not Was or Was Not the Policy filled up at
the Office of the Said Benjamin Roebuck and William
Abbott or at any other place as you Know? And Was or Was
it Not carried by you to the Original Defendants and Cross
Complainants for their Signature? Did they or did they Not
previous to putting their Signatures thereto ask any and what
questions respecting its Similarity to the Policy of the Old
Madras Insurance Company? If you what Answer did you
Make thereto Set forth the Same fully and at large and the
truth declare.—

3rd Interrogatory Look at the paper writing Now
produced and Shewn to you at this the time of your Examination,
purporting to be a Policy? Is or Is it Not the Same alluded
to in the foregoing Interrogatory? If you Is or Is Not the
Names thereunder Subscribed of the proper Hand Writing of the
Original Defendants and Cross Complainant in the preceding

Interroga-

Interrogatory Mentioned And Were you present at the Execution
thereof Declare.—

Josee Latsoomeduc Interrogatory 4.th Did you or did you not Some
time after the present Action was brought call upon the Said
Negahah Chitty in the preceding Interrogatory Named and Converse
with him respecting the emprosiety of the present Suit If
Yea Set forth the particulars of Such Conversation to the best
of your recollection And the Answer or promise Made thereto by
the said Negahah Chitty and the truth Declare.—

Ditto Interrogatory 5.th Was or Was Not any Letter or Written
paper Submitted or Shewn to you by the Said Negahah
Chitty or by any other persons respecting the said Ship Hannah
at the time the present Insurance was effected Set forth
the particulars fully and at large and the truth declare.—

Ditto Interrogatory Last Do you Know of any other Matter
or thing, that may tend to the benefit and Advantage of the
Original Defendants and Cross Complainants in this Cause,
If yea Set forth the Same fully as if you had been thereunto
particularly interrogated.—

(Signed) F. Chalmer
Atty for Crowne Dep.t

In the Name of God Amen. Messrs. Rocbuck and Abbott for Account of Messrs. Lambert Ross & Co. of Calcutta as well in their own Name as for and in the Name and Names of all and every other Person or Persons to whom the Same doth, may or Shall Appertain, in Part or in All, doth make Assurance and causeth themselves and them, and every of them to be insured, lost or not lost at and from — Calcutta to Diu Coast the Risk to commence from the 6th Instant upon the body Tackle Apparel, Ordnance, Munition, Artillery, Boat and other Furniture also the Goods and Merchandizes of and in the good Ship or Vessel called the Hannah Burthen Tons or thereabouts, Whereof is Master under God for this present Voyage Captain Robinson or Whosoever else Shall go for a Master in the said Ship — or by Whatsoever other Name or Names the said Ship or the Master thereof is or Shall be Named or Called Beginning the Adventure upon the said Bottom; Goods and Merchandizes Whatsoever from and immediately following the Loading thereof on board the said Ship — and so to continue and endure until the said Ship with all her Tackle Apparel, Ordnance Munition, Artillery

Interrogatory Mentioned And Were you present at the Execution
thereof Declare.—

Josee Latchoomedee Interrogatory 4th Did you or did you Not Some
time after the present Action was brought call upon the Said
Negapah Chitty in the preceding Interrogatory Named and Converse
with him respecting the emprosiety of the present Suit If
Yea Setforth the particulars of Such Conversation to the best
of your recollection And the Answer or promise Made thereto by
the said Negapah Chitty and the truth Declare.—

Ditto Interrogatory 5th Was or Was Not any Letter or Written
paper Submitted or Shewn to you by the Said Negapah
Chitty or by any other persons respecting the said Ship Hannah
at the time the present Insurance was effected Setforth
the particulars fully and at large and the truth declare.—

Ditto Interrogatory Last Do You Know of any other Matter
or thing, that May tend to the benefit and Advantage of the
Original Defendants and Cross Complainants in this Cause,
If yea Setforth the Same fully as if you had been thereunto
particularly interrogated.—

(Signed) F. Chalmer
Atty for Revenue Dept

In The Name of God Amen. Messrs. Rodnick and Abbott for Account of Messrs. Lambert Ross & Co: of Calcutta as well in their own Name as for and in the Name and Names of all and every other Person or Persons to whom the Same doth, may or Shall Appertain, in Part or in the Whole, doth make Assurance and causeth themselves and them, and every of them to be insured, lost or not lost at and from Calcutta to Madras the Risk to commence from the 6th Instant upon the body Tackle Apparel, Ordnance, Munition, Artillery, Boat and other Furniture also the Goods and Merchandizes of and in the good Ship or Vessel called the Hannah Burthen Tons or thereabouts, Whereof is Master under God for this present Voyage Captain Robinson or Whosoever else Shall go for a Master in the said Ship - or by Whatsoever other Name or Names the said Ship or the Master thereof is or Shall be Named or Called Beginning the Adventure upon the said Bottom; Goods and Merchandizes Whatsoever from and immediately following the Loading thereof on board the said Ship - and so to continue and endure until the said Ship with all he - Tackle Apparel &c. Munitions shall arise bet[illegible] Artillery

Artillery Boat and other Furniture, also her Goods and Merchandize
Shall be Arrived at Madras aforesaid and the Same be safely
delivered from on board of her And it Shall be lawfull for
the said Ship in this Voyage to proceed and Sail to and touch
and Stay at any Ports and Places whatsoever for her
Refreshments or Repairs Without Prejudice to this Insurance
the Said Ship and the Goods and Merchandizes laden
thereon for So Much as concerns the Assured are and Shall
be rated and valued by Agreement at _ Two Thousand /2000/
Star Pagodas Touching the Adventures and Perils which We
the Assurers are contented to bear, and do take upon us in
this Voyage they are of the seas, Men of War Fire Enimies,
Pirates Rovers Thieves Jettisons Letters of Mart and Counter
Mart, Surprizals, Takings at Sea, Arrests Restraints and
Detainments of all Kings Princes and People, of what
Nation Condition or Quality Soever, Barretry of the
Master and Mariners and of All Other Perils Losses and
Misfortunes that have or Shall come to the Hurt Detriment
or Damage of the Said Ship and her Cargo or any Part
thereof And in case of any Loss or Misfortune it Shall
be lawfull for the Assured their Factors Servants and Assigns

Safeguard and Recovery of the Said Ship And Her Cargo,
or any Part Thereof Without prejudice to this Insurance to
the Charges Whereof We the Assurers will contribute And
it is agreed by us the Assurers that this Writing or Policy of
Assurance Shall be of as much Force and Effect at the
Surest Writing or Policy of Assurance Made in London And
So We the Assurers are contented and do hereby promise
and bind Ourselves Our Heirs Executors Goods and Chattles,
to the Assured their Executors Administrators and Assigns
for the true Performance of the Premises confessing Ourselves
paid the Consideration due unto Us for this Assurance at and
after the rate of Three and half percent And We the Assurers
do covenant promise and Agree and Oblige Ourselves, Our
Heirs Executors Goods and Chattels in Case of Loss Happening
(which God Forbid) to Satisfy and pay the Sum of Money,
by us so Assured upon the Abatement of Two per Cent
and No More Provided always that We pay the Sum of
Money so Assured at the Expiration of Six Months after
proper Notice thereof being given to Us the Assurers otherwise
to be Made but to pay the Just Sum any Use or custom on
the contrary Notwithstanding And it is hereby further Agreed
that if any Difference or Dispute Shall arise between the

Assured and We the Assurers it Shall be referred to arbitration and the Assured on the One Part, Shall Name One or two proper Persons for Arbitrators and We the Assurers on the other Part Shall do the like either party having the option to Accept the greater Number, to which the other Must conform that Such two or four persons So chosen Not agreeing, on an Award Shall call in a third or fifth person as Umpire, by the Judgment, Award and Determination of which two or four Persons, or three or five Persons, or the Major part of them the Said Assured and We the Assurers Shall be finally bound In Witness Whereof We the Assurers have Subscribed our Names in Fort St. George the 30th. Day of September 5th 1803 three.—

N.B. Fourteen days only are Allowed to land the Property after the Ships Arrival.—

No Exception is Hereby declared against any Hostilities that May be committed by any European or American Power, and against any risks or Detention of the Governments of Manilla, Siam or Pegue, which risks are to be borne by the Assured and Not by the Assurers any thing Herein before contained to the Contrary

Vessel and Freight free of Average under Ten per Cent unless
General or the Vessel be Stranded. — Ships Provisions of
all Kinds are Warranted free from Average unless general or the
Ship be Stranded — Salt Sugar, Sagry Rice Wheat and Seed
are Warranted free from Average under Ten per Cent and
all other Goods frees of Average under Five per Cent unless
general or the Ship be Stranded. —

This Insurance is on Rice

Mayor's Court at Madraspatnam. —

Between Anthony Lambert Dawes
Ross and James Wm Taggart by their
Attornies Benjamin Roebuck and
William Abbott and Complainants
and Latchemedut Nellacunt and Vysedut
Latchemedut are Defendants. —

For the part of the Orig.l Def.ts & Cross Complainants

Veer Latchmeedut Diamond Merchant Inhabitant of Madras Aged Thirty eight years or thereabouts being produced as a Witness in this Cause, On the Part of the Original Defendants & Cross Compt.ts this on the Thirtieth Day of January One thousand Seven Hundred and Ninety eight Signified at the Office of Mr. James Stuart Hall who is Attorney for the Original Complainants & Cross Defendants by Durmanah My Servant who also left him a Note of the Name Title & Place of Abode of the Said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.—

1st.——To the first Interrogatory this Deponent Saith that he does Know the Complainant Anthony Lambert Ross and James Mc. Taggart in this Cause — and that he doth Know the Complainants Benjamin Roebuck & William Abbott in this Cause and that he hath so Known them ten years or thereabouts, and that he doth Know the Defendant Latchmeedut Nellacunt in this Cause and that he hath So Known him twenty years or thereabouts, and that he doth Know the Defendants Vasudeo Latchmeedut & Ajeeva Cause and that he hath so Known them before contained to the

2.d To the Second Interrogatory this Deponent Saith that he
was some time in the Month of September in the year of
Christ One thousand Seven hundred and Ninety three to the
best of his recollection employed by Negasiah Chitty deceased,
Head Dubash to Benjamin Stoddert and
in the title of these Interrogatories Named as the Broker
for effecting one insurance on the Ship Hannah and which
is now the Subject of dispute in this Cause This Deponent
Saith that the said Negasiah Chitty previous to the
effecting of the insurance did Say something in respect
to the goodness character and condition of the said Ship,
and on that Account that the Old Madras Insurance
Company to which Company
Daly was then Secretary
had been induced to insure on her This Deponent Saith
that to the best of his recollection the conversation that
passed between him and the aforesaid Negasiah Chitty
in respect to the condition of the said Ship Hannah to
induce
Risk

on the said Ship and that the Hannah was a good Ship
and the Risk a good one – This Deponent Saith that
in consequence of what passed between him and the said
Negapah Chitty he did call on the Original Defendants
and Cross Complainants in the title of these Interrogatories
named and stated to them all the circumstance as so
Communicated to him by the said Negapah Chitty respecting
the said Ship Hannah and this Deponent Saith that he
did offer them a Premium of three and one half per Cent
to insure on the said Ship from Calcutta to Madras and
that they did agree thereto This Deponent Saith that
the Policy was filled up at the Office of the said Benjamin
Roebuck and William Abbott and that the said Policy
was carried by him this Deponent to the Original De-
fendants and Cross Complainants for their Signature
This Deponent Saith that previous to their putting their
Signature thereto they did ask of him Questions respecting
it ~~[illegible]~~ to the Policy of the Old Madras Insurance
Know the Defendants Vasudeva Latcheretto [illegible]

Roebuck and William Abbott herein before Mentioned—and

More he Saith Not to this Second Interrogatory.—

3d ..... To the Third Interrogatory this Deponent Having look'd

on the Paper writing Now produced and Shown to him

at this the time of his examination purporting to be a

Saith it is the Same Alluded to in the aforegoing Interrogatory

and that the Names thereunder Subscribed one of the

proper hand writing of the Original Defendants and Cross

Complainants in the preceding Interrogatory Mention'd and

this Deponent Saith that he was present at the execution

thereof.—And More he Saith Not to this third Interrogatory.

4th ..... To the Fourth Interrogatory this Deponent Saith that

Some time after the present

Call upon the Said Nagapah Chitty in the preceding

Interrogatory Named and conversed with him respecting the

impropriety of the present Suit.—This Deponent Saith

that the particulars of Such conversation to the best of

Chitty admitt

he Saith Not to this Fourth Interrogatory ——

5th ——— To the Fifth Interrogatory this Deponent Saith that
Neither Letter or written paper was Submitted or Shown
to him by the Said Begapah Chitty or by any other
Person respecting the said Ship Hannah at the time
the present Insurance was effected — and More he saith
Not to this or to the last Interrogatory ——

George Lyn
Capt.

Additional Interrogatories
to be Administred to Witnesses to
be produced Sworn and Examined
in a certain cause Now depending
and at Issue in the Honble the
Mayors Court at Madras Patnam
Wherein Anthony Lambert Daniel
Signature thereto they did own
to ... to the Police of the Ald Madras
Know the Defendants Vaseduto Latcheri

On the Part and behalf of the Original Defendants and Cross Complainants.

Interrogatory 1st Do you Know the parties Original Complainants and Cross Defendants and the Original Defendants and Cross Complainants in the title of these Interrogatories Named, or any and which of them and how long have you known them, or any and which of them respectively Declare the truth and your knowledge herein.

Thomas Chase

Interrogatory 2nd Are you, or Are you not and have you been for any time and how long Secretary to Certain Society Commonly Known by the Name and discription of the New Madras Insurance Company If you Was or was not also Insurance Made by the Said Company on the Ship Hannah or her Cargo in or about the Month of September in the year One Thousand Seven Hundred and [illegible] and on Account of the Complainant

If yea, Set forth what was the Voyage insured and the Premiums given? Was or was not the said Ship Soon after her Arrival on this Coast lost and on what Manner as you recollect, Did or did not the Said New Madras Insurance Company pay the Amount Insured by them, If not what was the cause and reason thereof declare —

Thomas Chace Thomas Hepthen Henry Burnaby

Interrogatory 3.d Are you or either of you Secretaries or Members of the Committees of any and what Insurance Companies at Madras? If yea is it usual for the said Companies to Insure risks on the Coast of Coromandel between the fifteenth of October and fifteenth of December If not what is the cause of excepting the risk of the Coast and is there any and what particular Clause entered in the respective Policies of the Companies for that purpose excluding the Insurers from bearing the risk of the Coast between the periods above Mentioned? If Signatures Marks to [illegible] to the Policy of the Old Madras Know the Defendants Vaspichi Latcheveto [illegible]

or thing that may tend to the benefit and advantage of the Original Defendants and Cross Complainants in this Cause If you set forth the same fully as if you had been thereunto particularly interrogated. —

[Signed] T. Chalmer

Between Anthony Lambert Dawes Ross and James Mc. Taggart by their Attornies Benjamin Roebuck and William Abbott are Complainants and Latchemee dat Nellcunt and Vasedeu Latchemeadu are Defendants. —

Major Court at Madrasspatnam

On the Part of the Original Defendants and Cross Complainants. —

Depositions & Witnesses in this Cause by said Defendants

Hereabouts being produced as a Witness in this Cause on the
Part of the Original Defendants and Cross Complainants,
was on the third Day of March One Thousand Seven Hundred
and Ninety eight Sworn and Examined at the Office of Mr. James
Stuart Hall who is Attorney for the Original Complainants
and Cross Defendants by Dennanah My Servant who
also left him a Note of the Name Title, and Place of
Abode of the said Deponent and afterwards on the Same
Day being Sworn and Examined Deposeth as followeth.—

To the first Interrogatory this Deponent Saith that he
knows the Complainants Anthony Lambert, David
Ross and James Wm. Taggart in this Cause but knows their
Attornies Benj.a Rochuck and William Abbot in this Cause
and that he hath to Known them about Two years and
that he does not know the Defendants Latchemeant
Nallaumt and Vaspedut Latchemeant in this Cause and.

To the ... he saith not to this first Interrogatory
it ... it to the Policy of the Ale Madra
Know the Defendants Vaspedut Latchem reto ... Pro-

Company for the Space of Ten years or thereabouts and
that on the twenty Fourth Day of September in the year
One thousand Seven hundred and Ninety three an insurance
was Made in the Office of the said Company Not on Account
of the Complainants in the Bill of these Interrogatories Named
but in the Name and on Account of Mr. Joseph Harding of
Bombay upon Grain and freight valued at Pagodas Ten thousand
on the Ship Hannah This Deponent Saith that he has
lately examined the Copy of the Policy Kept in his register
and that the Voyage insured was from Calcutta to Madras
and the Premium paid for Such insurance was at the rate
of Seven per Cent - This Deponent Saith that the Ship and
Cargo Soon after She Sailed on the Coast was lost and to
the best of his recollection Such loss happened in the Month
of October but as the loss took place after the expiration
of the Risk which in the Policy was confined in a written
Clause to the fifteenth Day of October The Assured consequently

To the ... To the third Interrogatory this Deponent Saith he is a Member of the Committee of the New Madras Insurance Company and that it is not usual for the said Company to insure Risks on the Coast of Coromandel between the fifteenth Day of October and the fifteenth Day of December unless at a proportionate premium and that the Cause for excepting the Risks of the Coast is during the Monsoon this Deponent Saith that for some time past it has been usual to cause to be printed among Sundry exceptions the following Words in the Policy " an exception is hereby declared against the risks of the Coast of Coromandel " between the fifteenth October and the fifteenth December " both days inclusive which exception includes the whole " Coast between Ganjam and Cape Comorice, any thing therein before contained to the Contrary notwithstanding "— but this Deponent Saith that on the said twenty fourth day of September Nellaiah and Kanagedi Sinna Kondreddi and Ramalingam

In ... to Saith not to this first Interrogatory ... dgg abt xiv

to ... to the Policy of the Old Madras

Know the Defendants Vasudeva Letcheveto ...