MAYOOR COURT
VOL : 39
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Mayor's Court Records
Vol No. 39

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Part of the
Mayor's Court
Vol 52
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for
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Filed 13th May 1782

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Tellyapallah Caroonah Modelliar by his Attorney Antonio de Rozario of the Same Place Inhabitant that Ganum Moochochellum Chetty of Madras Inhabitant Stands Indebted unto your Orator in the full and Just Sum of Seven Hundred and thirty six Pagodas Forty Fanams and Twenty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two Hundred and Ninety four Pounds fifteen Shillings and upwards being the Ballance of an Account Arising upon a Mortgage Bond containing Obligation bearing date the Twenty Eighth day of December in the Year of Our Lord one thousand Seven hundred and Seventy Seven a true Translation whereof and the Said Account as also an Assignment or Transfer thereof With a power of Attorney are hereunto Annexed for the Inspection of this Hon'ble Court and which your Orator prays May be Admitted as part of this your Orator's Bill of Complaint and whereas your Orator hath frequently and in an amicable manner Requested the Payment of the said Sum of Seven

Hundred and thirty six Pagodas forty four fanams and twenty Cash

But now so it is may it please Your Honours that the said Yerrum Shashachellum Chetty [illegible] refuses to pay the same or to give Your Orator any manner of satisfaction touching the Premises Your Orator therefore [illegible] Relief in such case as to Your Honble Court shall appear agreeable to Equity and good Conscience to the End therefore that the said Yerrum Shashachellum Chetty may appear and answer [illegible] full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alledged as fully [illegible] and Effectually to all Intents and purposes as if the same were here again repeated and particularly interrogated and that he may be decreed to pay unto your Orator the aforesaid sum of three hundred and thirty six Pagodas forty four fanams and Twenty Cash together with [illegible] hereafter [illegible] shall order [illegible]

May it please Your Honble Court to [illegible] Yerrum Shashachellum Chetty to be [illegible] the Sheriff of Fort Saint George [illegible] the District thereof [illegible] Honble Court [illegible] [illegible] Order [illegible]

Abide by such Order and Decree therein as to this Honble Court shall seem meet.

Chas. Bromley
Atty Compt

11th May 1780
This Bill was sworn to me between
the [illegible]
[illegible] Esqr
Edwd John Holland
Mayor

Translation of a Mortgage Bond Dated 28th December 1777

I Yerrum Shashachellum Chetty of [illegible] give this Mortgage Bond unto Tillygala [illegible] Moodelliar of the same Place that is to say [illegible] I have mortgaged unto you the Gold Neck Chain [illegible] with the Precious Stones Contain 235 Diamonds in four Strings and also 23 Diamonds in large String All which Weighed 54 Pagodas and Estimated for 800 Pagodas upon which Mortgage I have received the Sum of Three hundred and Seventy five Star Pagodas (St Pag 375) which Sum I Oblige my Self to pay on or before the 28 day of March Next with Interest at the Rate of 12 ⅌ Cent ⅌ Annum commencing from this Month thus I have given this Mortgage Bond in [illegible] for [illegible] and [illegible] Chetty by his knowledge Drawn by [illegible]

(4)

Agreeable
Witnesses
Signed
Narrainayger
Cauly Comarapen

Signed Gooroo Moochoochellum

A True Translation [illegible]
from the Original Malabar Language by [illegible]
Interpreter

Chas. Bromley
Mal. Interp.

Dr. Gooroo Moochoochellum Chitty in Account with
Sollyputah Cavarah Moodeliar

To [illegible] Mortgage Bond of this Date [illegible] Interest on D° from the 28 Dec. 1776 to [illegible] 1778 [illegible]	575	Cr. By [illegible]		[illegible]
Pagodas	[illegible]			Pagodas [illegible]

Madras [illegible]

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(5)

To all People to whom these Presents shall Come Greeting
Whereas Gooroo Moochoochellum Chitty of Madras on the Ballance of an Account bearing Date the third of this Instant [illegible] in the Present Year [illegible] upon a Mortgage Bond bearing Date the Twenty Eight Day of December 1777 Stands Indebted unto Sollyputah Cavarah Moodeliar of the Same Place Merchant in the Sum of [illegible] hundred and thirty [illegible] Pagodas forty [illegible] and Twenty Cash Current Money of Madras
Now know ye that the Said Sollyputah Cavarah Moodeliar for a Valuable Consideration to him in hand paid by [illegible] de Rozario of Madras [illegible] before the Sealing and delivery of these Presents the Receipt whereof he the Said Sollyputah Cavarah Moodeliar doth hereby Acknowledge he the Said Sollyputah Cavarah Moodeliar hath Assigned and Set over and by these Presents doth Assign and Set over unto the Said [illegible] de Rozario the Said [illegible] the above mentioned Mortgage Bond and the [illegible] Pagodas Principal and Interest thereupon due and [illegible] and all his Right and Interest of in and to the Same and every Part thereof and the Said Sollyputah Cavarah Moodeliar for the Consideration aforesaid hath Made Constituted and Appointed the Said [illegible] de Rozario his Executors and Administrators his true and lawful Attorney and Attorneys Irrevocably for him and in his Name and in the Name of his Executors and Administrators but for the sole use and benefit of the Said [illegible] de Rozario his Executors and Administrators and Assigns to ask demand

[illegible] Court at [illegible]raspatnam

Tuesday the 4 Day of May

Anno Domini [illegible]

Present

Benj^n Roebuck Esq^r Mayor

James Call and Robert Hughes

Aldermen

P. Velazen [illegible] by his Attorney [illegible] of Madras Inhabitant Complainant and [illegible] Chetty of the same place Inhabitant Defendant.

The Defendant being present and acknowledging the Justice of the Complainant's Demand This Court hath thought fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Seven Hundred and Thirty Six Pagodas Forty fanams and Twenty Cash Pagodas 736. 40. 20 [illegible] shall be [illegible] full Payment [illegible] and also all Costs of this Suit &c.

Signed Sealed and Delivered [illegible]

Filed the 3d Oct 1780

To the Worshipful the Mayor [illegible]

Court at Madraspatnam

Humbly Complaining Sheweth unto [illegible]

your Orator [illegible] Merchant [illegible]

[illegible] of the same Town Inhabitant [illegible]

the full and Just Sum of [illegible] Hundred and Eighty [illegible] Pagodas

thirty Seven fanams and [illegible]

Making in Sterling Money of Great Britain [illegible]

of Eight Shillings [illegible]

[illegible]

Action been Mentioned and Expressed in the said Mortgage Obligation your Orator further Sheweth that the Said Leopold de Alaydo and your Orator did agree that Such Mortgage Should be Made Over unto your Orator in the Name of Thomas Kelth of Fort Saint George Merchant in whom your Orator Acted as a Dubash which your Orator Sheweth more fully, Appears from the Instrument drawn and which Actually Executed of the Said Thomas Kelth entitled into Signed Sealed and delivered by the said Leopold de Alaydo [illegible] Deed and for the Use of your Orator and under these Circumstances your Orator Sheweth he held Secure the Said Mortgage Obligation a true Copy whereof from the Original is hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be taken as part and Parcel of this your Orators Bill of Complaint your Orator further Sheweth that with the Mortgage Obligation the Said Leopold de Alaydo did deliver up the Original Title deeds of the Mortgage Premises unto your Orator a true Copy of which and the Assignment thereof to the Said Leopold de Alaydo are hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be taken as part of this your Orators Bill of Complaint your Orator further Sheweth that the Said Leopold de Alaydo not having Complied with the Condition of the Obligation by Payment of the Principal and Interest then due unto the Said Mortgage Obligation and your Orator that the Said Leopold de Alaydo Said Obligor the Said Mortgage [illegible] Payment to the Sum

[illegible]

To the Hon'ble the Mayor [illegible]

Humbly Complaining [illegible]

[illegible]

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stedean been Mentioned and Expressed in the said Mortgage Obligation your Orator
further Sheweth that the said Leopold de Allayde and your Orator did agree
that the said Mortgage should be Made Over unto your Orator in the Name
of Thomas Welch of said Lord George [illegible] under whom your
Orator Acted as a Dubash which your Orator Sheweth was Actually
Agreed upon the Instrument drawn out as such Actually Executed of the
said Thomas Welch entered into Signed Sealed and delivered by the
said Leopold de Allayde to the Use and for the Use of your Orator
as to which the Circumstances your Orator Sheweth he did Execute the
said Mortgage Obligation a true Copy whereof from the Original is
hereunto Annexed for the Inspection of this Hon'ble Court and which
your Orator prays may be taken as part and Parcell of this your Orators
Bill of Complaint your Orator further Sheweth that with this Mortgage
Obligation the said Leopold de Allayde did deliver up the Original
Title deeds of the Mortgage Premises unto your Orator a true Copy
of which and the Assignment thereof to the said Leopold de Allayde
are hereunto Annexed for the Inspection of this Hon'ble Court
and which your Orator prays may be taken as part of this your
Orators Bill of Complaint your Orator further Sheweth that the
said Leopold de Allayde not having Complied with the Condition
of this Obligation by Payment of the Principal and Interest due
under the said Mortgage Obligation and your Orator that
the said Leopold de Allayde did Agree that the said Mortgage
[illegible] should be Entitled to Sell Pursuant to the Term

[illegible]

the Amount Value in Money of such a Purchase. Whereupon your Orator did Promise to deliver over unto him the said William Kennedy the Mortgage and title Deed the Premises then and Remaining in your Orators Possession at which your Orators then [illegible] was settled and Agreed upon by and between your orator and the said William Kennedy. Your Orator further sheweth that immediately or soon after the sale of the said Premises to the said William Kennedy took Possession and Settle thee Dey Continues in Possession of the said Purchased Premises and also in Receipt of the Rent and Profits of the Premises in as full and as ample manner as if he was in Possession of the Premises by Virtue of the Title Deeds of the same and under the Right thereof. Your Orator further sheweth that the said William Kennedy by being in Possession your Orator frequently Applied to him for Payment of the Purchase Money Pursuant to his the said William Kennedy Promise and undertaking

But now soe it is may it Please Your Honble Court the said William Kennedy Ultimately and unlawfully refuses to Pay to your Orator any money or Satisfaction touching the Premises pretending that your Orator has no right Title Interest or Claim in and to the said Mortgage Premises and at other times pretends that he did Not make any purchase from your Orator or from any other Person by your Orators means but that he Purchased the Premises as set forth by the said Defendant alledges is the Property of him the said Defend

De

(11)

De Hayde and [illegible]

Hornby [illegible]

compelled [illegible]

and that the Mortgage to the said Leopold de Hayde [illegible]

the Mortgage [illegible]

[illegible]

[illegible]

[illegible] the said Leopold de Hayde [illegible]

[illegible]

[illegible]

[illegible]

[illegible] the said William Hornby [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

said William Hornby [illegible]

the said Leopold de Hayde [illegible]

[illegible]

your Orator [illegible]

Orator Charges [illegible]

[illegible] the said William Hornby [illegible]

and undertaking [illegible]

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10 (13)

Strict Justice And Equity your Orator Chargeing ought to be done herein your Orator Charges that any pretended Agreement or Confederacy entered into by and with the said Leopold De Hayde and there to defeat your Orator of his just Demand is contrary to Equity and good Conscience and tends to the great Injury of your Orator whose Right in the Mortgage Premises the said William Hornby or no one Else for him has Contravened or disputed but the Same has Allowed and doth Allow your Orator further Charging that the said William Hornby denied that he has no Concern with your Orator but that that your Orator must Resort to the said Leopold de Hayde and Settle the Amount with him your Orator Charges Contrary hereunto your Orator Charges that as the said Leopold de Hayde is not in possession of the Title Deeds that any Title he May make to the said William Hornby must be negatory as sound as the Right of Possession is governed by the Title by which such Possession is held or Right is pertained your Orator further Charges that as there was a mortgage on the Premises the Purchaser Cannot be in a better plight and Condition than the Seller and he had Such and far that when a Notification was given at the time of the Sale of Such Incumbrance and the Instrument Declared at the Very time which your Orator Charges was the Case that the Purchaser should pay [illegible]

[illegible]

[illegible]

[illegible]

to pay the [illegible]

[illegible]

Charge the said William Hornby [illegible]

[illegible]

[illegible]

the said Money [illegible]

him [illegible] Decree [illegible]

your Orator [illegible]

Decree [illegible]

but that he [illegible] the said William Hornby [illegible]

only Meant [illegible]

Orator to prefer a Bill of Complaint against the [illegible]

Decree [illegible]

from the said William Hornby [illegible]

said William Hornby [illegible]

[illegible]

and things [illegible]

and Effectually [illegible]

[illegible]

According to Decree to pay unto your Orator the aforesaid Sum of Six Hundred and Eighty Nine Pagodas thirty seven fanams and Sixty four Cash together with all such Interest as now is or shall hereafter become due thereon with all Costs of this Suit

May it Please this Honble Court to Cause the said William Hornby 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 for that and Appointed as Here to Answer this your Bill of Complaint and further to Stand to and abide by Such Order and Decree thereon as to this Honble Court Shall Seem Meet

Chas Bromley
Atty Compts

Dr. William Hornby Cr.

1779 March	11	To Money lent on Bond payable in Pagodas and Money to be paid after one Month from the Day of Sale	577	-	-	1782 Feby	26	By Balance	689	37	64
		To Interest on 577 from the 11th April 1779 to the 28th Feby 1782 at 7 p Ct is 2 Years 10 M & 17 Days	112	37	64						
		Pagodas	689	37	64			Pags	689	37	64

(16)

Know All Men by these Presents that I [illegible]

[illegible] for and in Consideration of the Sum of Six hundred and twenty

four Pagodas [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Heirs Executors Administrators and Assigns [illegible]

[illegible] at the Expiration of [illegible]

above Mentioned Sum of Six hundred and twenty four Pagodas

with the Interest of the Same at the Rate of [illegible]

[illegible]

[illegible] Heirs Executors Administrators [illegible]

[illegible]

[illegible] Executors Administrators or Assigns [illegible]

[illegible] House and ground [illegible]

[illegible] Sum of Six hundred and twenty four [illegible]

with the Interest [illegible]

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(17)

having been first Legally Demanded the Lawfully Agreed that the said Mr. [illegible] his heirs Executors Administrators or Assigns shall and May proceed to Sell at Publick Sale the Above Mentioned House and ground and out of the Produce from Such Sale Shall and may Retain the Aforesaid Sum of Six hundred and Twenty four Pagodas with the Interest [illegible] Return the Overplus unto the said Leopold de [illegible] his Heirs Executors Administrators or Assigns. In Witness whereof I have hereunto Set my Hand and Seal in Fort Saint George the 11th April 1778.

Signed Sealed and Delivered (being first Stamped) in the Presence of

Signed L. de Dallayde (L.S.)

[illegible]

A true Copy

Chas. Bromley

Dy. Regr.

No. 1764 (L.S.) Know All Men by these Presents that I [illegible] for and in Consideration of the Sum of five hundred and sixty five Pagodas [illegible] in hand paid by [illegible] Hart Benjamin [illegible] and [illegible] House and ground [illegible] in length from East to West [illegible] fifty feet and in Breadth from North to South forty feet [illegible]

[illegible] [illegible] [illegible]

Witnesses

(Signed) [illegible]

[illegible]

Geo. [illegible]

Francis [illegible]

[illegible]

Registered in Fort St. George this 30 Day of May 1778

(Signed) Chas. Mordaunt Regr.

A True Copy

Chas. Bromley Atty. Comps.

Whereas [illegible] and Transferred [illegible] [illegible]

[illegible] will Plainly Appear by the [illegible] granted by the Company [illegible] on the Other Side of this Sheet of Paper to the Truth of Which I have hereunto Set my Hand this 3d Day of February 1778.

Witnesses [illegible]

(Signed) [illegible]

A True Copy. Chas. Bromley Atty. Comps.

Mayors Court at Madraspatnam

Tuesday the 23d Day of Jany. Anno Domini 1781

Present

Benjn. Roebuck Esqr. Mayor

Cotton Bow Dent and Willm. Webb

Aldermen

Between [illegible] of Madras [illegible] Complainant and William [illegible] of the Same Place Inhabitant Defendant

It Appearing by the Records of this Court that the [illegible] have found for the Defendant [illegible]

(20)

the Complainants Bill [illegible] Right [illegible] Your Court [illegible] therefore [illegible] to Order and Decree [illegible] Order and Decree that the Defendant shall pay unto the Complainant the [illegible] said Sum of [illegible] Fifty Nine Pagodas Thirty Seven fanams [illegible] 37 [illegible] together with all such Interest as now is or shall hereafter become due [illegible] full Payment and also all Costs of this Suit.

Filed the 28 [illegible] 1732

Plea

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

Humbly Complaining Sheweth unto this Hon^ble Court your Orator [illegible] of [illegible] that John Bell of the same place Carpenter [illegible] unto your Orator the full and just Sum of Fifty three Pagodas and thirty fanams Current Money of [illegible] being [illegible] Sterling Money of Great Britain at the Rate of Eight Shillings [illegible] Pagoda [illegible] Twenty [illegible] Pounds [illegible] [illegible] Amount [illegible] demanded for the [illegible] of the [illegible]

14 (21)

of this his Bill of Complaint and Your Orator further Sheweth unto this Hon^ble Court your Orator further Sheweth unto this Hon^ble Court that he hath frequently [illegible] in [illegible] Amicable Manner Requested the Payment of the said Sum of Fifty three Pagodas and thirty fanams.

But now so it is May it Please this Hon^ble Court the said John Bell Ultimately 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 Hon^ble Court shall Appear Agreeable to Equity and good Conscience [illegible] therefore that the said John Bell may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before Alledged [illegible] as fully [illegible] and Effectually to all Intents and purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Fifty three Pagodas and thirty fanams with all such Interest as now is or shall hereafter become due [illegible] all Costs of this Suit.

May it Please this Hon^ble Court to Grant the said [illegible] to be [illegible] and Served by the Sheriff of the Said [illegible] Town of Madraspatam on the Defendant therein Personally to be and Appear before this Hon^ble Court at a Certain time and place to be by this Hon^ble Court Prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree herein as to this Hon^ble Court shall seem Just.

John [illegible]

[illegible]

[illegible] 1732

[illegible] Stands [illegible] the Day of Appearance [illegible]

(22)

John [illegible]

[illegible]

[illegible]

C. T. Signature [illegible]

Mayor's Court at Madraspatnam — Tuesday the 23rd [illegible] Anno Domini 17[illegible]

Present

Benj. Roebuck Esq. Mayor

Colonels Dent — William [illegible]

Aldermen

[illegible]

[illegible]

(23)

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainants Bill and he having Neglected doing the Court doth therefore [illegible] the Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of fifty three Pag's and thirty fanams Pagodas 53.30 together with all such Interest as is now or shall hereafter become due thereon untill full Payment be made also all Costs of this Suit.

Idem

Exd 18th January 1740

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator [illegible] an Inhabitant that William Hamilton of Fort St George Esq. [illegible] and Justly [illegible] unto your Orator the full and Just Sum of Three hundred and twenty [illegible] Pag's Current Money of [illegible] making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One hundred [illegible] Pounds and Eight Shillings and upwards being the Amount Principal of a Note of Hand bearing date the Thirty first Day of Aug't in the Year of Our Lord One thousand Seven hundred and Eight[illegible]

[illegible] hereto Annexed for the Receipt of the [illegible]

[illegible] and Whereas your Orator hath frequently [illegible] Manner Requested the Payment from the [illegible] of the Said Sum of Two Hundred and Seventy Six [illegible]

But now so it is [illegible] this Honble Court the Said [illegible] refuses to pay the Same to your [illegible] of Satisfaction touching the Premises [illegible] aforesaid [illegible] as to this Honble Court [illegible] to Equity and good Conscience [illegible] William Hamilton [illegible] Matters and things [illegible] fully truly and Absolutely to all [illegible] of the Same [illegible] the aforesaid [illegible]

May it Please [illegible]

[illegible]

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 herein as to this Honble Court Shall Seem Meet.

Thomas Irons
Atty for Complt

Fort Saint George 31. August

Received of Seenesperoom Subay Chitty the Sum of Two Hundred and Seventy Six Pagodas Which I Promise to pay on Demand.

Signed
William Hamilton

A True Copy
Thomas Irons
Atty for Complt

ayors Court at
adraspatnam

Tuesday the 23d Day of January
Anno Domini 1781

Present

Benjn Roebuck Esqr Mayor
Cotton B. Dent and Willm Webb
Aldermen

(26)

Between [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

David Thomas [illegible]

Elizabeth Esther Williamson [illegible]

[illegible]

(27)

of the Established Church of England by Thomas Warwick Chaplain of his Majesty's Ship the [illegible] and that in Testimony of such Solemnization of Marriage between the aforesaid Deponents Did Severally Set and Subscribe their Names to a Certificate thereof Attested by the Said Thomas Warwick and Signed the Said John Mattocks & Sarah Hampden and that the Undermentioned Copy is a true Copy from the Original of the Said Certificate —

Elizabeth Esther Williamson
David Thomas
Jas. Dunar

Sworn to before me this 17th
Day of January 1781
in Madras —

Benjn. Roebuck
Mayor

John Mattocks of Spital fields London and Sarah Hampden of the Parish of St. James's Westminster were Married on Board the Earl of Dartmouth at Sea the Twenty third Day of July in the year One Thousand Seven Hundred and Eighty by me

Tho. Warwick

This Marriage was Solemnized between us }
John Mattocks
Sarah Hampden

In the Presence of
{ Elizabeth Esther Williamson
{ David Thomas
{ Jas. Dunar

Examined and Carefully Compared with the Original Marriage Certificate delivered in the [illegible] the Mayors Court at Madras and found to be a true Copy the Original delivered up by Order of Court of the 16th June 1781.

James Taylor

To the Hon^ble the Mayor's Court at Madraspatn^m

Humbly Complaining [illegible] this Hon^ble Court [illegible] Richard [illegible] of Fort St George [illegible] Great Britain [illegible]

[illegible]

Between [illegible]

Relief such as to this Hon^ble Court shall appear agreeable to Equity and good Conscience to the End therefore that the said Richard Jones may upon his Corporal Oath full true direct and perfect Answer make to all and singular the Matters and things herein before set forth and alledged as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Thirty Pagodas and Ten fanams together with all such Interest as is now or shall hereafter become due thereon Also all Costs of this Suit.

May it Please this Hon^ble Court to Grant the said Richard Jones 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 Hon^ble Court at a Certain time and Place to be by this Hon^ble Court prefixed and Appointed then and there to Answer unto your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Hon^ble Court shall seem Meet

Chas^s Bromley
Atty

I Promise to Pay to Richard Pritchard the Sum of Thirty Pag^s 21 Fanams on Demand —
2 Aug 1776 (Signed) R. Jones

A true Copy
Chas^s Bromley

(30)

1770 Mr Richard [illegible] Dr
May 1st To [illegible] [illegible]
1770 [illegible]
Octr [illegible]
[illegible]

Madras
4th Oct 1770 [illegible] Pagodas 30 [illegible]

Errors Excepted

[illegible]

Mayors Court at Madraspatnam Tuesday the 23d Day of Nov Anno Domini 1770

Present

Benjn Roebuck Esqr Mayor
Cotton B[illegible] William [illegible]
Aldermen

Between [illegible] Plaintiff
[illegible]
[illegible]

It Appearing [illegible]
[illegible]

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to Order and Decree and doth accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of thirty Pagodas and [illegible] fanams Pagodas 30. 2. together with all such Interest as Now is or shall hereafter become due thereon untill full Payment be Made Also all Costs of this Suit

P Cur.

Filed 4 Dec 1770

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

Humbly Complaining sheweth unto this Hon'ble Court Your Orator James Strange of Madras Inhabitant that whereas your Orator did some Years Ago Rent out unto Daniel Shaw one of the Attorneys of this Hon'ble Court a Certain House and appurtenances Situated in a Street Commonly called [illegible] Street the Property of Your Orator at and for the Monthly Rent of Twenty Seven Pagodas without Any Special or Conditional Lease for a further time And your Orator Sheweth that the said Daniel Shaw hath been frequently Several Months in Arrear of the Said Rent which hath Obliged your Orator to Commence Sundry Suits Agt the Said

Daniel

[illegible]

With the said Daniel Shaw [illegible]

[illegible]

To M^r Daniel Shaw

Sir

[illegible]

for double the Rent you then held it for being fifty four Pagodas ℘ Month

11 Aug^t 1770

I am Sir y^r Ob^t Serv^t
H. Dupuy

And your Orator Sheweth that the said Daniel Shaw doth Still Continue after the said Notice and Contrary to the Will and Consent of your Orator to hold and keep Possession of the said House and Premises Your Orator doth therefore Charge that he is legally become Answerable unto your Orator for the Sum of Fifty four Pagodas being Unpaid Rent from the fourth Day of November to the fourth Day of December which Makes in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty One Pounds and Twelve Shillings and your Orator Sheweth that he Demanded Payment of the said Sum of Fifty four Pagodas from the said Daniel Shaw on the fourth Day of the said Month of December

But now so it is May it Please this Hon^ble Court the said Daniel Shaw Unlawfully 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 Hon^ble Court Shall Appear Agreeable to Equity and Good Conscience To The End therefore that the said Daniel Shaw May upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular and Singular the Matters and things herein before Set forth and Alledged usefully truly and effectually shall [illegible] and [illegible] of the [illegible] has again deposited and [illegible] and [illegible] may [illegible] to pay unto you to enter the Aforesaid Sum of 300 Pagodas together with such Interest as now is or shall hereafter become [illegible] of the Suit.

May it Please the Honble Court to [illegible] Daniel Shaw to be [illegible] by the Sheriff of Fort St. George Town of Madraspatnam and the [illegible] to be and Appear before this Honble Court at a Certain time [illegible] to be by this Honble Court [illegible] to Answer the aforesaid Bill of Complaint [illegible] Stand to and abide by such Order and [illegible] Honble Court shall [illegible]

Filed 19th Decr 1780

Atty for Compt

The Demurrer of Daniel Shaw [illegible] of the Honble Court [illegible] of Complaint of [illegible]

The Defendant by Protestation [illegible] Matters and things [illegible] of Complaint [illegible]

And from or the same is and hereby Appear And Alledged doth Demurr there that the Scope and end of the Complainants said Bill is to Compell the Deft to pay Double the Rent of a House said to belong to the Complainant and charged by him to be occupied by the Defendant and also to answer upon Oath the Receipt of a Letter Pretended to have been sent him by a Notary Publick Purporting that the Complainant would hold him the Defendant Accountable for Double the Rent of the said House if not vacated by a certain Day in the said Letter Named a Copy of which said Letter the Complainant Pretends to set forth in his said Bill whereas and for as much as the said Complt seems to avail himself of the Acknowledgement or Receipt of the said Letter by the Defendant in order to cause him to pay the Sum of fifty five Pagodas for a Months Rent of the said House which by the Complainants own Shewing was Rented out at and for the Monthly Rent of Twenty seven Pagodas Only the Defendant saith he is not bound to Answer the said Bill as for the Manner it now stands for the Defendant ought not to be Compelled to Discover or set forth Upon Oath any matter or thing whereby he may be Adjudged to pay a Penalty Fine or other Damages to the Complainant

For Which Matters and Divers other Causes the Defendant doth Demurr in Law unto the Complainants said Bill of Complaint and all the Matters and things therein Contained and humbly Prays the Judgment of this Honble Court whether he shall be compelled to make Any other or further Answer thereunto and Prays to be hence Dismissed with his Reasonable Costs and Charges in this

The Answer [illegible]

not being upon any part of the Condition to be forfeited or forfeiture but upon a complication of Debt for Rent Absolutely due and demanded it appears by the said letter that the Defendant had Notice to Quit this Compl^ts House by the fourth of September on the fault of which this Compl^t meant to hold him answerable for double Rent Making the Monthly Sum of 56 Pagodas at the time Complainant did not avail himself of the said Notice until the expiration of three Months after the time began the same the Defendant at the Instant Any time which qualifies him to Continue in possession of this Complainants House and if the Defendant did chuse to Continue in the House after such Notice given him according to the tenor of the Notice to Pay 56 Pagodas per Month Wherefore this Complainant Saith that Defendants are Cause of Demurrer unto the said Bill which this Complainant is not good in Law Certain and Sufficient and that the Defendants said Demurrer is very [illegible] frivolous and litigious and this Complainant prays the same may be dismissed With exemplary Costs.

Mr. Digby
Att^y Compl^t

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Extract from the Minutes of a Court held at the [illegible] on Thursday the 21st Day of [illegible] Demand [illegible]

Present

Benj^n Roebuck Esq^r Mayor
William [illegible] Thomas Taylor
Aldermen

James Stringer
vers
Daniel Shaw
[illegible]
[illegible]
[illegible]

The Demurrer [illegible]
[illegible]
Whereas [illegible]
[illegible]
[illegible]
The Court [illegible]
[illegible]
[illegible]

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23 (39)

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

Humbly Complaining Sheweth unto this Hon^ble Court your Orator [illegible] by his Attorney [illegible] of Madras Inhabitant that Shechadoy of the same Place Inhabitant Stands Indebted unto your Orator the full and Just Sum of thirty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twelve Pounds [illegible] which will more fully and at large Appear by Copy of an Account Current with Translations of the Bonds and Copy of an Assignment With Power of Attorney hereunto Annexed for the Inspection of this Hon^ble Court and which your Orator Prays may be Admitted as part of this his Bill of Complaint and your Orator further Sheweth unto this Hon^ble Court that he hath frequently and in an Amicable Manner Requested the Payment of the said Sum of Thirty Pagodas

But now so it is May it Please this Hon^ble Court the said Shechadoy Wilfully and unjustly 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 Hon^ble Court Shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Shechadoy may upon his his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things hereinbefore set forth and

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[illegible]

[illegible]

[illegible]

A (41)

Dr. Shaskadry in Account Current With Aneanah Cr.

1776 Novr	4	To Cash Paid the Motes Comarapah by your Order for your Share of the Said Bond in his Name of this Date to the Amount of P.s	15	. .	By Ballance Due	30	. .
Decr	20	To Do to Aneanah Muck by Do for Do of Do	15	. .			
		Pag.s	30	. .	Pag.s	30	. .

Fort St. George 11th Octr 1776

E. E. Pr Aneanah

A true Copy

Thos. [illegible]

Atty for Compl.

Translation of the Bond Dated 13th November 1776 Malabar Style

I Aneanah the Son of Ganga Chetty Ramapah Do give this Bond or Obligation to Motes Comarapah Moodelliar the Son of Calicutter Moorapermal that I do say I am Debtor to Moodeliar the Sum of thirty Pagodas (30) for which I give your Bond to him to pay at or before the Month of April which Sum I Said Shaskadry promise to Pay you at or before the

[illegible] Voluntarily give this Bond or Obligation [illegible]
[illegible] Witness [illegible] [illegible]
[illegible] by their Knowledge
and Signed by [illegible]
[illegible]

[illegible] (Signed) Shackady
Nenapah
Ramady [illegible]

[illegible]

A true Translation [illegible]

A true Translation as near as can be from the Original Gentoo Language

A true Copy
Thomas Jones
Ass.t for Compl.t

Translation of the Bond Dated 20th November [illegible]
Malabar Style

I Shackady [illegible] give this Bond or Obligation to
[illegible]
[illegible]
[illegible]
[illegible]

---

have We Voluntarily give this Bond or Obligation to Vengarah Naiker Witness
Vadula Nenapah Naiker and Ramady Naicer by their Knowledge
Drawn by Maiker Comaran...

Witnesses (Signed)
Nenapah Shackady
Naicer Annamah

A true Translation as near as can be from the Original Malabar Language...

A true Copy
Thomas Jones
Ass.t for Compl.t

To all People to Whom these Presents Shall Come Greeting
Whereas Shackady of Madras Inhabitant in the Ballance of a Bond Current Bearing date the Eleventh day of October in the Present year of Our Lord One thousand Seven Hundred and Eighty Stands Indebted unto Annamah of the Same place Inhabitant in the Sum of thirty Pagodas Current Money of Madras Arising upon the Bonds or Obligations as in by the Said Bonds or Obligation May Appear Now Know ye that the Said Annamah for a Valuable Consideration to him in hand paid by Agostinho de Gonzalves of the Same Place Inhabitant at or before the Sealing and delivery of these Presents the Receipt Whereof he doth hereby Acknowledge he the Said Annamah hath Assigned and Set over unto the Said Agostinho

D

[illegible]

[illegible] release or discharge the same or any part thereof [illegible] and

Attorney [illegible] Proceedings for the Recovery thereof to the said

Ayyaluchetty [illegible] during the said Annamah['s] absence [illegible]

that may happen to her thereby. In Witness whereof the said

Annamah hath hereunto set her hand and Seal [illegible]

this 11th Decr A.D. 1780.

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

Annamah L.S.

A true Copy
Thomas [illegible]
Atty for Complt.

Filed 27 Decr 1780.

The Answer of Shashadry of Madras Inhabitant Defendant to the Bill of Complaint of Annamah by her Attorney Ayyaluchetty [illegible] of the same Place Inhabitant Complt.

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Errors Untruths Insufficiencies and Imperfections in the said Bill of Complt. contained for Answer thereunto or unto so much thereof as he is advised is Materially Necessary for him to make Answer unto this Defendant Answereth and saith that he doth believe

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[illegible] in the said Bill of Complaint [illegible]

All which matters and things [illegible] and willing to aver maintain and prove [illegible] humbly prays [illegible] with costs and charges [illegible]

[illegible]
Atty for [illegible]

[illegible] Dec 1770

The General Replication of [illegible] by his Attorney [illegible] to the Answer of [illegible] Defendant

This Replicant saving and reserving to himself all advantage of exception [illegible] for Replication thereunto saith that he will aver [illegible] his said Bill of Complaint [illegible] to be good certain and sufficient [illegible] Manner and form [illegible] and that the said Answer [illegible] uncertain untrue and insufficient [illegible] for [illegible] contained [illegible]

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27 (47)

All which matters and things this Replicant is ready and willing to aver maintain and prove as this Honble Court shall award and humbly prays as by his Bill of Complaint he hath already prayed

Thomas [illegible]
Atty for Compl[illegible]

[illegible] Dec 1770

The Rejoinder of [illegible] of Madras Inhabitant to the Replication of Annanah by his Attorney [illegible] of the same place Inhabitant

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and advantage of exception to the many errors and the uncertainties, insufficiencies and imperfections in the said Replication contained for Rejoinder thereunto saith that his Answer to the Complainant's Bill of Complaint and all and singular the matters and things therein contained are good certain true and sufficient in the law to be replied unto in such manner and form as the same are therein and thereby set forth and alledged and that the said Replication is uncertain untrue and insufficient for this Defendant to make any further or other Rejoinder thereunto and this Defendant also averreth and by his said Answer he hath already said and doth and will aver and maintain all and every thing and things therein contained to be true and certain in such manner and form as by his answer the same are therein alledged and

[illegible]

Interrogatories [illegible]

[illegible]

Marked A. Speak when what time and before whom did you hear the said Defendant make such declaration? Declare.

Noor Mahomed [illegible] 4th Do you not know that the Parties Complainant and Defendant in the title of these Interrogatories Named jointly executed a Bond Marked B in favor of [illegible] and did you or did you not see the Parties Complainant and Defendant in this cause sign their Names thereto and did you or did you not subscribe your Name as Witness to the due execution thereof? Declare.

Ditto 5th Did you or did you not hear [illegible] the Defendant in this cause [illegible] say [illegible] that he [illegible] pay half the Amount of the Principal and Interest of the said Bond Marked B. Speak what time and before whom did you hear the said Defendant make such Declaration? Declare.

[illegible] 6th How came not the Parties Complainant and Defendant in the title of these Interrogatories named jointly [illegible] to you on Account of a Bond Marked B [illegible] their Names [illegible] fifty [illegible] Principal and Interest and [illegible] have you not [illegible] the [illegible] of the said Bond Marked B [illegible] Speak from whom did you [illegible] the Amount of the said Bond? Declare.

[illegible] 7th How came not the Parties Complainant and Defendant in the title of these Interrogatories Named jointly [illegible] to you on Account of a Bond Marked A [illegible] their Names [illegible] and fifty [illegible] Principal and have you or have you not [illegible] the whole Amount of the said Bond Marked A [illegible] Speak from whom did you [illegible] the Amount of the said Bond? Declare.

[illegible]

Mayor's Court [illegible] Between [illegible]

Madraspatnam [illegible]

Depositions of [illegible]

[illegible]

and Sum to be paid at the time of the Execution of the Bond Marked A) that the Parties Complainant and Defendant are the [illegible] of this Interrogatory named [illegible] said Bond [illegible] Vengama Naik and this Deponent saith that he saw the Parties Complt and Defendant sign their Names thereto and this Deponent saith he did subscribe his name thereto as Witness and [illegible] and subscribed thereto this Deponent's own Proper hand Writing and and more saith not to this Interrogatory.

To the third Interrog.y this Deponent saith that he did not hear Mr Hardy the Defendant in his Presence Acknowledge and Declare that he would be Answerable for and Pay half the Amount of the Principal and Interest of the said Bond Marked A and more saith not to this Interrogatory.

To the fourth Interrogatory this Deponent saith that he was not present at the Execution of the Bond Marked B nor did he see the Complt nor Defendant sign their Names but after the said Bond was Executed the Complainant and Moodo Comarapahnum and delivered this Deponent to Sign as a Witness thereto this Deponent accordingly did and the Name as Signed is this Deponent's own Writing and more saith not to this Interrog.y

To the fifth Interrog.y this Deponent saith that he did not hear Mr Hardy the Defendant in his Presence Acknowledge and declare that he would be Answerable for and pay half the Amount of the Principal and Interest of the said Bond Marked B and more saith not to this or the last Interrog.y

Richard Righton

Mayor's Court at Madraspatnam

Between [illegible]

[illegible] Defend.t

[illegible] of the Complainant

Depositions [illegible]

[illegible]

Mattapah of [illegible]

[illegible]

[illegible] the Office of [illegible] Defend.t [illegible]

[illegible]

[illegible]

[illegible]

3.d [illegible]

[illegible]

[illegible]

[illegible]

4.th [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

5.th [illegible]

[illegible]

[illegible] that this Deponent saith Markady the Defendant in this Cause was not present when the Bond [illegible] and that at that [illegible] he refused to sign saying he [illegible] nothing of the Matter and afterwards the [illegible] the Complainant and the Complainants [illegible] forwarded said Markady to sign and more saith not to the last Interrogy

Rob.d Pigeon
Exam.r

Mettapah

Mayor's Court at Madraspatnam

Between Ameenah of [illegible] Inhabitant Complainant and Markady of the same place Defend.t

On the Part of the Complainant

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

Motu Comaraspah Moodelly of [illegible] Inhabitant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant on the 3.d day of February 1731 [illegible] at the Office of the [illegible] Attorney for the Defendant [illegible] 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 doth know the Complainant Ameenah in this Cause and that he hath so known him [illegible] years [illegible] and that he doth know the Defendant Markady in this Cause and that he hath so known [illegible] about same time and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that Ameenah the Complainant in this Cause [illegible] Moodellar and [illegible] Moodellar [illegible] Complained to this [illegible] and that said Ameenah [illegible] for the [illegible] and afterwards Ameenah and [illegible] the Defendant to [illegible] for [illegible] Pagodas

[illegible]

Mayor's Court at [illegible]

[illegible]

Vingarnah Naick of Madras Peon Aged 36 Years or thereabouts being Produced and Sworn for this Cause on the Part of the Complainant was on the 8th day of February 1791 Signified at the Office of Mr. John Sykes who is Attorney for the Defendant by Ramasamy [illegible] 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 Interrog. this Deponent saith that he doth know the Compl.t Annamah in this Cause and that he hath so known him thirty Years or thereabouts and that he doth know the Defendant [illegible] in this Cause and that he hath so known him from his Infancy and More saith not to this Interrog.—

To the Second Interrog. this Deponent saith on Viewing the Bond marked A that the Complainant in the title of this Interrog named was Entitled to him on Account of the Bond Marked A Signed with the Names of the Complainant and Defendant and by Names and [illegible] Narrapah as Witness and this Deponent saith he hath Received Twenty Pagodas in part of the said Bond Marked A from Annamah the Compl.t and for the Remaining ten Pagodas the said Annamah gave this Deponent a note of hand and more saith not to this or the last Interrogatory—

Rich.d Dighton
Examin.r

The mark of Vingarnah Naick

(56)

Mayors Court

Madraspatnam

[illegible]

[illegible]

Present

[illegible] Esqr. [illegible]

[illegible]

Fil'd 29 July 1756

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32 (57)

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Sugenah of Madras Inhabitant that Patrick Lawson Esqr Commander of the Ship Lord Holland in the Service of the Honble United Company stands indebted unto your Orator in the full and Sum of One thousand six hundred and three Star Pagodas and twenty four fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of six hundred and fifty three Pounds Eight Shillings and Ten Pence as [illegible] as will More fully and at large Appear by the Copy of two several Drafts hereunto Annexed for the Inspection of this Honble Court and which your Orator Prays to be taken as Part of this his Bill of Complt and your Orator further Sheweth that he hath Served the said Patrick Lawson as his Dubash ever since the said Patrick Lawson as been in the Service of the has been in the Service of the Honble Company and your Orator having Served the said Patrick Lawson during his last Voyage at Madras when he Commanded the said Ship Lord Holland the said Patrick Lawson was pleased to present your Orator as a Recompence for his Attention & fidelity One Certain Draft on Rangapa who acted as head Dubash to John Whitehill Esqr and [illegible] Letters for the said Patrick Lawson and who is since dead which said Draft was for the Sum of four hundred and fifty Pagodas as by a Copy thereof hereunto Annexed for the Inspection of this Honble Court and prayed by your Orator to be

Lawson your Oratrix has not received any part of the said Draft Altho the said Patrick Lawson assured your Oratrix it would be paid within three or four months after the Departure of the said Patrick Lawson and your Oratrix further sheweth that the said Patrick Lawson was indebted unto your Oratrix in the further Sum of two hundred and sixty three Pagodas for which he gave your Oratrix a Draft on the said Alexander Brodie of which Draft the Copy is annexed to this your Oratrix's Bill of Complaint and which your Oratrix prays may be taken as part of this her Bill of Complaint and the Amount whereof your Oratrix did expect to have received from the said Alexander Brodie soon after the departure of the said Patrick Lawson from Madras and your Oratrix sheweth that the said Alexander Brodie hath been and still continues to be the acting Atty of the said Patrick Lawson and hath received divers and sundry Sums of Money for his Account and your Oratrix in consequence thereof being in full expectation of the Amount of his said several Drafts hath often applied to the said Alexander Brodie who refused to pay the same and your Oratrix also frequently and in a friendly Manner applied unto the said Patrick Lawson for that Purpose and hath requested the Payment of the said Sum of one Thousand six hundred and thirty three Star Pagodas and twenty fanams

But now so it is May it please your Honble Court the said Patrick Lawson hath not yet paid the same nor hath he given your Oratrix any manner of satisfaction on account of the

Premises

shall Appear before this Hon.ble Court at a certain time and Place to be by this Hon.ble Court at a Certain time and Place to be by this Hon.ble Court Prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and Abide by Such Order and Decree thereon as to this Hon.ble Court shall Seem Meet

W. Popham
Att.y for Compl.t

1st July 1780
The Bill was Sworn to me
[illegible] the Day of [illegible]
[illegible] the Court
Reg.r

Edw.d John Holland
Mayor

Rangoon

Out of the Proceeds of the Sale of the two Articles you have of Mine (Viz.) the [illegible] and [illegible] you will please pay [illegible] Aly Daback four hundred and fifty Pagodas which I give him as a Present and pay the Ballance to John Whitehill Esq.r or the Broker [illegible] the Ballance due to me from M.r Whitehill

Patrick Lawson
[illegible] 450 Pag.s

[illegible] Lord Holland
Sep.t 14th 1780

Rangoon

[illegible] having Chose to take payment of you [illegible] all the things [illegible] you [illegible] fortune as I have told him to [illegible] four Months before you will be [illegible] and [illegible] he [illegible] to [illegible] you will [illegible] Pay him the sum of 626 Pag.s making the whole of his demand [illegible] Pag.s [illegible]

P. Lawson

Fil'd 5th Sept 1788

In [illegible] Holland Esq

[illegible]

Ar. Brodie Esq

[illegible]

The Answer of Patrick Lawson Defendant by his Attorney Alexander Brodie Esqr. to the Bill of Complaint of Jugonah Complainant

The said Alexander Brodie as Attorney of the said Patrick Lawson and for and on his behalf Now and at all times hereafter Saving and unto himself Reserving all and all Manner of Benefit and Advantage of Exception to the Many Errors and the imperfections in the said Complainant's Bill of Complaint Contained for Answer thereunto or unto so much thereof the said Attorney is Advised Materially Concerns the said Attorney or Which is Necessary that he should Making Answer unto on the part and behalf of the said Defendant he the said Attorney Answereth and Saith he hath been and still is Acting Attorney for the said Patrick Lawson Named in the Complainant's Bill of Complaint and also that he hath Seen the Original Drafts of which Copies are so Annexed to the said Bill of Complaint and that he believes that the said Several Drafts Copies Whereof are contained in the Complainant's said Bill of Complaint have been given by the said Patrick Lawson for the Purposes therein and in each of them Respectively Mentioned and that such Several Drafts are all and each of them in the words and figures thereof of the Proper Hand Writing of the said Patrick Lawson and that the Copies so Annexed Appear to be true Copies of the said Seven Original Drafts and that he hath Received Divers Sums for Account of the said Patrick Lawson

12th Nov 1780

[illegible]

A Brodie

The Replication of [illegible] to the Answer of Alexander Brodie as Atty for Patrick Lawson the Defendant

This Replicant saving and reserving to himself all manner of advantage of Exception to the insufficiency of the said Answer for Replication thereunto saith that all and every the Matters and things contained in his Bill of Complaint already said [illegible] Justify Maintain and prove to be good certain and sufficient in the Law to be answered unto in such Manner as the same are therein set forth and declared and that Answer of the said Defendant is untrue and insufficient in the Law to be by this Honble Court [illegible] this Replicant Replieth and this Replicant further saith that the said Several Articles of the furniture and the [illegible] being [illegible] is no reason why this Replicant should not be paid his said Demand as the Several Periods Mentioned by the said Patrick Lawson for the Payment of this Replicant's Demands are Expired and as the said Defendant's Attorney A Brodie has Received Several Sums of Money for account of the said Patrick Lawson and appears by the said Answer of the said A Brodie and this Replicant saith that all the the said Defendant's pretended pretended to fix the time of Payment to this Replicant by the Sale of the said furniture and [illegible] that such Period was so fixed and was made subject to the said Sale of the said Articles of the [illegible] and furniture for no other reason than as it appeared probable that such Articles [illegible] at that time in the hands of a Person of Consignment in this Country for Sale

[illegible]

he hath Earned And Remitted divers and Sundry Sums for Account of the said Patrick Lawson the said Alexander Brodie as Acting Attorney for the said Patrick Lawson is bound to pay this Respondent the Amount thereof.

All Which Matters and things this Respondent is ready and willing to prove as this Honble Court shall award and therefore prays that this Honble Court will be pleased to Decree in favour of this Respondent the Amount Compensated and Interest notwithstanding the said Duress of the said Patrick Lawson in favour of this Respondent and that the said Alexander Brodie as the said Patrick Lawson may be Obliged to pay this Respondent the Amount of this Claim on the said Patrick Lawson as Stated in this Respondent's Account Current Annexed to his Bill of Complaint and that he may be Obliged to pay the same together with all Interest and Costs of Suit.

Topham
Attys for Respt.

24th November 1780

The Rejoinder of Patrick Lawson Deft by his Attorney Alexander Brodie Esquire to the Replication of Sugonah

The said Alexander Brodie as Attorney of the said Patrick Lawson the Defendant now and at all times hereafter saving unto himself Reserving all and all Manner of Benefit and Advantage of Exception to the Many uncertainties and insufficiencies in the said Replication contained for Rejoinder Pursuant the said Alexander Brodie Says that he Answers as Attorney of the said Defendant aforesaid

1.

Specialty Debt Debts for the Payment of the Plaintiffs said Demand the said Alexander Brodie as Attorney aforesaid humbly Submitteth to the Consideration of this Hon.ble Court how far he be liable under all the Circumstances of the Case to pay unto the Pl.t the Amount of the said Account Current the Articles whereof appear to Claim a Right of Payment Only from Certain Contingent Circumstances all which the said Alexander Brodie as Attorney as aforesaid humbly Submits to the Consideration of this Hon.ble Court and therefore Prays as in And by his said Answer he hath Already Prayed

J. Kenworthy
Atty Deft

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and examined in a Certain Cause Now depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Wherein Lingannah of Madras is the Complainant and Patrick Lawson by his Attorney Alexander Brodie Esquire is the Defendant

On the Part and behalf of the said Complainant

1st Do you know the Parties Complainant and Defendant in the title of these Interrogatories Named or either and which of them If you do how long have you so known them or either and which of them Declare

2 Where you were and when employed by the Defendant [illegible]

39 (71)

Ship Lord Holland 6th Aug.t 1778.

Sir

Please pay to Lingamah My Dubash or Order One Hundred sixty three Pagodas out of the Money Arising from Bills left in your hands for which you have yet paid & in your Option to deliver him of said Bills to that Amount.

P. Lawson

ler Brodie Esq.r

This Paper Writing Marked with the Letter A was Shewn to Marlwhittam and Rangapah at the respective times of their Examination before me in a certain Cause depending in the Mayors Court at Chinapatnam Wherein Lingamah is Complainant and Patrick Lawson by his Attorney Alexander Brodie is Defendant the 2d Day of Dec.r 1778 Anno Domini

Richd Dighton
Exam.r

Rangapah

Out of the Proceeds of the Sale of two Addidegadams of [illegible] of the [illegible] and [illegible] you will please to pay to Lingamah my Dubash four hundred and fifty Pagodas which I gave him as a present and pay the Balla.nce to John Whitehill Esq.r or Alexander Brodie as well as the Ballance due to me from Mr Whitehill.

D. Holland
1778.

Patrick Lawson
[illegible] of the [illegible] Reg.t

r's Court at
raspatnam

Between Serjeant [illegible] of Madras Complt.
and Patrick Lawson by his Attorney Alexander
Brodie Esquire Defendant
On the Part of the Complainant

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

William [illegible] of Madras Conicopoly Aged fifty Years or thereabouts being [a Wit]ness in this Cause on the Part of the Complainant was on the 2d Day of [illegible] produced at the Office of John [illegible] who is Attorney for the Defendant [illegible] by Interrogatories left there on the Part of the Same Side and [illegible] Defendant's [illegible] on the same Day being Sworn and Examined [deposeth] as follows

To the first Interrogatory this Deponent saith that he doth know the Complainant Serjeant [illegible] in this Cause and that he hath so known [him] twenty Years or thereabouts and that he doth know the Defendant Patrick Lawson in this Cause and that he hath so known him twenty years or thereabouts and more saith not to this Interrogatory.

To the Second Interrogatory this Deponent saith that he was employed by the Defendant [illegible] several times during his Stay at Madras and [illegible] ten Years and four months ago the last time when the said Patrick Lawson Arrived in a Capt. of the Lord Holland and the [illegible] and this Deponent saith that by his situation with the said Defendant [he] must have Acquainted with several Affairs Depending between the Defendant and Complainant and that the Defendant did sign Order for Money in favour of the Complainant and Defendant [illegible] Receiving and [illegible] the [illegible] Paper Belonging [illegible] A.B.C. [illegible]

[illegible] Deponent [illegible]

Mayors Court at
Madraspatnam
Between [illegible]
Deponent [illegible]
Nagapah [illegible]

known him ten years or thereabouts and more saith not to this Interrogy

To the Second Interrogatory this Deponent saith that he was employed by the Defendant as Commissary during the Stay of the Ship Lord Holland at Madraspatnam the Defendant was Captn and his Situation with the Defendant did Make him Acquainted with Certain affairs depending between the Complainant and Defendant and this Deponent saith that the Defendant did Sign three Drafts or orders for money in favor of the Complainant and this Deponent on his producing and shewing him the three Paper Writings Marked A.B.C. at the the time of his Examination that the Same are of the Proper Hand Writing of the said Patrick Lawson the Defendant and the words P. Lawson set and Subscribed to the Papers Marked A.C. are of the Proper hand Writing of the said Defendant as also the words Patrick Lawson set and Subscribed to the Paper Writing Marked B. are the Proper and Writing of the said Defendant and that the Defendant did Write and Subscribe the said words in this Deponents presence and also delivered the said Drafts to the Complainant in this Deponent presence and more Saith Not to this or the last Interrogatory

Richd Dighton
Sworn

Cross Interrogatories to be Administered to Such Witness or Witnesses as shall be produced Sworn and Examined on a Certain Cause Now depending and at Issue in the Honble the Mayors Court at Madraspatnam Between Nagapah the Complainant and Patrick Lawson by his Atty Alexander Erskine Esqr Deft rt Council at

agapatnam

Between Sergeant Complainant and Patrick Lawson by his Attorney Alexander Brodie Esquire Defendant

On the Part of the Complainant

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

rd Sullivan in the Service of the United Company of Merchants Trading [illegible] aged 2[illegible] years or thereabouts being Produced as a Witness in this Cause on the [illegible] Complainant was on the 26th Day of January 1781 Examined at the Office of [illegible] Attorney for the Defendant by [illegible] Commissioner [illegible] [illegible] Title and place for both of the said Deponents [illegible] on the same [illegible] and Examined deposeth as followeth —

To the first Interrogatory this Deponent saith he doth know the Complainant Sergeant in this Cause and that he hath so known him two Months or thereabouts and that he doth know the Defendant Patrick Lawson in this Cause and that he hath so known him fifteen years or thereabouts and more saith not to this Interrogatory

To the second Interrogatory this Deponent saith that he left England some time in the Month of February in the Year of Our Lord One Thousand Seven hundred and Eighty and that about two or three Days before he left [illegible] the Deposed [illegible] of Attorney [illegible] him to act for the [illegible] Defendant in the Interrogatories Named at Fort St George and said [illegible] delivered to this Deponent the [illegible] of the Ship Lord Holland whose name he doth not know and said [illegible] sailed the fifth Day of February in the year of Our Lord 1780 and more saith not to this or the last Interrogatory

Rich^d Sullivan

[illegible]

Exami

(78)

Interrogatories

[illegible]

(79)

If yea [illegible] Confessions to the best of your knowledge &
belief the same Set forth and Declare

6th Do you know believe or have you heard whether the said Defendant ever obtained a Certificate from his Creditors after Conformed himself to the Directions of the Bankrupt Laws in that Case made and provided If yea at what time to the best of your knowledge and belief the same Set forth and Declare.

7th 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 said Defendant besides what you have before been Interrogated unto If yea Declare the same fully at large as if you had been thereunto particularly Interrogated

Thomas Lewis
Atty for Deft

yor's Court at
draspatnam

Between [illegible] Complainant &
Patrick Lawson Defendant
On the Part of the Defendant

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

hard Sullivan in the Service of the United Company of Merchants
Trading to the East Indies Aged 22 years or thereabouts being Produced
in this Cause on the Part of the Defendant on the 21 Day of
1781 [illegible] at the Office of Mr Stephen Popham [illegible] Atty
Complainant by [illegible] and [illegible]
and Place of Abode of the said Defendant [illegible]
Day being Sworn and Examined Deposeth as follows

whether the Defendant ever obtained a Certificate from his Creditors or whether he ever conformed himself to the directions of the Bankrupt Laws in that Case made and provided and more saith not to the [illegible] Interrogatory

R Holman

Richd Dighton
Comm.

yors Court at Tuesday the 2d Day of Feb.
adraspatnam Anno Domini 1731

Present

Benjn. Roebuck Esqr. Mayor
William Webb and Thomas Cooper
Aldermen

Between Loyzaah [illegible] Inhabitant Complainant and Robert [illegible] Esqr. Commander of the Ship Lord Holland in the Service of the Honble. United Company Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides On reading the Complainants Bill with Copies of three Several Drafts [illegible] ABCD [illegible]

[illegible]

To the Hon^ble the [illegible]
Council [illegible]
Humbly Complaining [illegible]

[illegible]

Court Reference being thereunto had. May appear that Ameeral Omrah Bahadur of the said Bonds Stands indebted unto your Orator in Manner as aforesaid in the full and just Sum of One hundred Eight Thousand and Sixty Eight Pagodas thirty Eight Fanams and ten Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Forty three Thousand Two hundred and Twenty Seven Pounds and Eleven Shillings as thereby as will more fully and at large Appear by an Account Current hereunto Annexed for for the Inspection of this Hon^ble Court which your Orator prays may be Admitted as part of this his Bill of Complaint and whereas your Orator hath frequently and in an Amicable Manner Requested the Payment from the said Ameeral Omrah Bahadur of the said Sum of One hundred Eight thousand and Sixty Eight Pagodas thirty Eight Fanams and Ten Cash,

But now so it is May it Please this Hon^ble Court the said Ameeral Omrah Bahadur Obstinately and wrongfully 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 Hon^ble Court Shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Ameeral Omrah Bahadur May upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and Purposes as if the Same were

here

(84)

[illegible]

D^r. Ameer Omrah Bahadar in Account Current with [illegible] Exec^s to the Estate of [illegible] Deceas^d

			Pag^s							Pag^s		
1778	1	To the Amount Principal of your Bond in favor of the said Deceas^d payable 6 Month	16000	-	-	1779 Aug^t	31	By Balance		106068	34	10
1777	1	To D^o for 12963¾ [illegible] Pagodas and 33543¾ Star Pagodas payable in four Months the [illegible] of [illegible] Pagodas @ 15½ p^r Cent	44450	-	-							
		To D^o for 100000 Rup^s payable in 6 Months @ 350 Rup^s p^r 100 Pagodas	22571	18	-							
			83021	18	-							
1779	31	To Interest on the following Sums as per their respective dates to this Day @ 12 p^r Cent p^r annum on Pag^s 16000 for 3 y^s 7 m^o 24 d^s — 3696. 28 - 44450 — 2. 7 — 1777. 16. 10 22571 — 2. 2. 15 — 1571. 18 -	23047	30	40							
		Pagodas	106068	34	10			Pagodas		106068	34	10

Fort S^t George 31 Aug^t 1779
E. E.

[illegible]

(82)

Mayor's Court at
Madraspatnam

[illegible]

Present

Benjamin Roebuck Esq[r]

[illegible] Holland [illegible]

[illegible]

Thomas Cooper [illegible]

Aldermen

Paterson [illegible]

[illegible]

full Payment and all Costs of this Suit

[illegible]

Sept 1780

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

Humbly Complaining sheweth unto this Hon'ble Court your Orator [illegible] Villanaudo [illegible] by his Attorney [illegible] that Vennic Treeandy Venkatachellam of Madras Inhabitant [illegible] of the same Place inhabitant stands Indebted unto your Orator in the full and just Sum of One hundred and thirty Pagodas Current money of Madras, making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the sum of Fifty pounds [illegible] more fully and at large appears by Copy of the Translation of a [illegible] Obligation given and granted unto your Orator by the said Vennic Treeandy Venkatachellam Dated the Sixteenth Day of August in the Year of Our Lord 1777 and Copy of an Assignment hereunto annexed for the Inspection of this Hon'ble Court both which your Orator prays May be admitted as part of this his Bill of Complaint. Hence your Orator hath frequently and in an amicable Manner requested Payment of the said Sum of One hundred and thirty Pagodas from the said Vennic Treeandy Venkatachellam.

But now so it is, May it Please this Hon'ble Court the said Vennic Treeandy Venkatachellam [illegible] and unjustly refuses to pay the same or to give your Orator any

manner

(28)

[illegible]

No (89)

Dated 16th Augt 1779

I Vennia Seenedy Vencatachellum of Madras Do give this Bond or Obligation to Aply Villianada Moodelly of the Same Place Santalar that is to say on an Urgent Occasion I have Borrowed and Received of him the full and Just Sum of One hundred And thirty Pagodas Current Money of Madras which Said Sum I Promise to pay Seventy Pagodas on or before the 16 February in the Year One thousand Seven Hundred and Eighty and Sixty Pagodas on or before the 16 Augt in the Year 1780 In default of Payment I Promise to pay on Demand with Interest at the Rate of 12 P Cent P Annum this Voluntarily do give this to Villianada Moodelly Witnesses Baker Gadoum Samy Nada Moodelly Mottah and Dannada Pankum Vinapah Moodelly by their Knowledge Drawn by Longee Vay Muttiapen

Witness Signed
Mottah and }
Muttiapen

Signed
Vencatachellum

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

A True Copy

Henry Du Pré
Mily Com

his Executors and Administrators but for the sole and proper use and benefit of the said Agostinho D'Cruz his Executors Administrators and Assigns to Ask Require Demand and Receive of the said Vira Chundy Vinalachellam his heirs Executors and Administrators the Money due or to be come due on the said Bond or Obligation and on non Payment thereof he the said Agostinho de Cruz his heirs Executors Administrators to Sue for and Recover the the Same And on Payment thereof to Deliver up the said Bond or obligation and give sufficient Releases and discharges therefor and one or more Attorney or Attorneys under him to Constitute and what soever the said Agostinho de Cruz or his Attorney or Attorneys under him shall lawfully do in the Premises the said Myly Villanada Moodelly doth hereby Allow and Affirm and the said Myly Villanada Moodelly doth Covenant with the said Agostinho D'Cruz that he the said Myly Villanada hath Not Received nor will Receive the said Money due on the sd Bond or Obligation or any part thereof Neither shall or will Release or discharge the or any part thereof but will lend and Allow of all lawfull Proceeding for the Recovery thereof he the said Agostinho de Cruz saving the said Myly Villanada Moodelly harmless of and from Any Costs that may happen to him thereby In Witness whereof the said Myly Villanada Moodelly hath here unto set his Hand and Se

in Madras this 1st Day of Sept 1720.

d Sealed and Deliverd

n Manfred Papuritchelai

Presence of

Villanada (LS)

A true Copy

W. D.

Mayor's Court Saturday the 27 Jan

Madraspatnam [illegible]

Present

Benj. Roebuck Esq. Mayor

Ald. John Holland Ald.

Aldermen

Between [illegible]

[illegible]

It Appearing to the [illegible]

[illegible]

27th January 1781

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

Humbly Complaining sheweth unto this Hon'ble Court your Orator Villaya Pulleah of the Town of Madraspatnam Inhabitant that Francis Johnson Captain in the Service of his Highness the Nabob Stands Indebted unto your Orator in the full and Just Sum of Forty five Pag.s and Twenty Seven fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Eighteen Pounds and twelve Shillings or thereabouts as will More fully and at large Appear by a Copy of an Account hereunto Annexed for the Inspection of this Hon'ble Court and which your Orator Prays may be taken as part of this his Bill of Complaint Your Orator further Sheweth unto this Hon'ble Court that Some time in the Month of July last past which was in the Year of Our Lord One thousand Seven hundred and Eighty the said Francis Johnson Applyed unto your Orator to let to him the said Francis Johnson a House the Property of and belonging unto your Orator Situated and being in John Pereira's Garden in the Town of Madraspatnam aforesaid that in Consequence of the said Francis Johnson's said Application your Orator did and did let to him the said Francis Johnson your Orator's said House Situated and being in John Pereira's Garden in the Town of Madraspatnam aforesaid and for the Monthly Rent of 12 Pag.s which said Francis Johnson said Agreed to pay or cause to be paid unto your Orator on the

the Bill ~

May it Please this Honble Court to Cause the said Francis Johnson to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed And Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court Shall Seem Meet ~

1781
between the Days of
ment at Saint Geo
at the next Court Day ~

Thomas Jones
Atty for Complt

B Roebuck
Mayor

Captain Francis Johnson	Dr
To a House Rent from 24th July to 31st August is one Month and 6 days @ 12 Pag p Month	14 12 -
To Ditto Do for the Month of Septr	12 - -
To Do Do for October	12 - -
To Ditto Do for 18 days in November	7 9 -
	Pagodas 45. 27 - -

Fort St George
22 November 1780

E: E:
Signed p Villayaka Dubash

A true Copy
Thomas Jones
Atty Complt

Mayors Court at Madraspatnam

Tanagy Cheng[illegible]

Cane Dem[illegible]

Versus

Benj. Roebuck Esq. [illegible]

Exec. John Holland [illegible]

Bill

Answer [illegible]

[illegible]

To the Hon^ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon^ble Court your Orator Tungy Chengleroy Moodelliar Administrator of all and Singular the Goods Chattels Credits and Rights of Cattempaukum Moottah Moodelly Deceased that John Snow and George Maule Executors Named in the last Will and Testament of Pembauie Comaree Coranadom Deceased Stands Indebted unto your Orator as Administrator aforesaid in the full and Just Sum of three thousand five hundred and twenty One Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One thousand Four hundred and Eight Pounds and Eight Shillings or thereabouts as will More fully and at large Appear by an Account Current and also by Copy of the Translation of a Bond or Obligation given and granted by the Deceased Pembauie Comaree Coranadom unto the Deceased Cattempaukum Mootia Moodelly in his lifetime Bearing Date the fourth Day of February 1772 hereunto Annexed for the Inspection of this Hon^ble Court both which your Orator prays May be Admitted as part of this his Bill of Complaint and your Orator further Sheweth that the Said John Snow and George Maule have duly proved the Will of the Said Pembauie Comaree Coranadom Deceased and have thereby taken upon themselves the Burden and Execution of the Said Will as by

Appointed then and there to Answer the your Orators Bill of Compl^t and further to Stand to And Abide by Such Order and Decree therein as to this Hon^ble Court Shall Seem Meet

9^th Dec^r 1771

This Bill was Shewn to me
Between the Days of Adjournment
Let a Summons Issue Returnable
Next Court Day

B Roebuck
Mayor

p H S Dupuy
Atty Compl^t

(170)

Dr

[illegible]

57 (181)

Ramana Covenandum Deceased in Account Current With Tangy. Cr

the Estate of [illegible] . [illegible] . Deceased

12 By Interest Received	20	-	-
7 By Ditto	20	-	-
22 By Ditto	9	-	-
17 By Ditto	11	-	-
17 By Ditto	25	-	-
12 By Ditto	10	-	-
27 By Ditto	10	-	-
3 By Ditto	10	-	-
27 By Ditto	5	-	-
7 By Ditto	10	-	-
22 By Ditto	10	-	-
11 By Ditto	10	-	-
2 By Ditto	20	-	-
30 By Ditto	20	-	-
22 By Ditto	70	-	-
12 By Ditto	20	-	-
11 By Ditto	10	-	-
12 By Ditto	10	-	-
22 By Ditto	20	-	-
22 By Ditto	20	-	-
7 By Ditto	25	-	-
11 By Ditto	20	-	-
11 By Ditto	20	-	-
12 By Ditto	20	-	-
27 By Ditto	10.6	-	-
	590	-	-
Balance	352..	-	-
Pagodas	4120	-	-

4th December 1780

E. E. [illegible]

(102)

1st … 1781

Translation of … [illegible]

Witnessed by [illegible]

The Answer of George Monke a Major in the Service of the Hon:ble the United English East India Company of the Coast of Coromandel and John Lane of Fort St George on the said Coast Merchant two of the Executors Absolute Named in the last Will and Testament of Pembarie Comaree Coonadum Moodelliar late of Madras Deceased Defendants to the Bill of Complaint of Tangy Changlerey Administrator to the Estate and Effects of Cottapankum Mootia Moodelly Deceased

These said 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 Untruths Errors Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as they these Defendants are Advised is Materially Concerning them to Make Answer unto And for further Answer these Defendants for themselves say that they do Admit that the said Deceased Pembarie Comaree Coonada Moodelly did in his lifetime Stand indebted unto Cottapankum Mootia Moodelly in his lifetime in the Principal Sum of Nine thousand Pagodas as setforth by the Complainant as Administrator in his Bill of Compl:t against these Defendants the Ballance of which Account Current thereto annexed they these Defendants do hereby Admit as such Answer and say that they are Executors together with Charles Edw:d Jones late of Fort St George that have Already been Made on them as Executors Aforesaid these Defendants further Answer and Say that they Are Not in possession of the Personally Estate and Effects of the sd Pombaxie Comaree Sufficient to pay of the whole or any part of the Demands made on them by Reason and Means of the impediments thrown in their way as heretofore is Mentioned and as to the Real Estate of the said Pombaxie of which they these Defendants with the said Charles Edwd Jones have possessed themselves they these Defendants Are of Opinion they Cannot Discharge or Alter Contrary to the intention and Disposition of the Said Pombaxie Comaree Moodelliar on Account of their being Sufficient from the Personal Estate Wherewith to discharge the Several Demands of the Respective Creditors under whatever Denomination such Creditors may be these Defendants further Answer and Say that the said Pombaxie Comaree Ceranadum Moodelliar hath by his said last Will and Testament given and bequeathed his Real Estate to one Annah Saumy who is Now a minor and Under Age and Appointed these Defendants and the said Charles Edwd Jones as Trustees and Guardians for the said Minor untill he shall have come of Age for which Reason as these Defts apprehend they Cannot Sell and dispose of the House and Lands of the said Testator whilst there is a Certainty of the Personal Estate being Sufficient to discharge all and every the Respective Creditors of the said Testator thought at present these Defendants are put to great pains and trouble to support their Right as the Absolute Executors of the Said Bombaxie Comaree Ceranadum Moodelly that Appearing to be the Only Matter in dispute and which from the Sentence order and Decree of this Honble Court made the Seventh Augt One thousand 1779 in a Demurrer and Sentence the

(106)

Defendants [illegible]

[illegible]

57 (107)

Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf Wrongfully sustained.

before me this [illegible]uary 1711

[illegible]ers Coll.

Chief Attorney of Madraspatnam

George Maule

John Snow

Executors of [illegible]

Comaree Coranadam Moodelly

Chas. Bramly Atty Defts.

[illegible]yors Court at [illegible]draspatnam

Tuesday the 6th Day of March Anno Domini 1711

Present

Benjn. Roebuck Esqr. Mayor

Edwd. John Holland and Edwd. Saunders Aldermen

Between Songy Chinglengy [illegible] Administrator of [illegible] Moodelly Deceased Complainant and John Snow & George Maule Executors of [illegible] Coranadam Deceased

This Cause Coming [illegible]

[illegible]

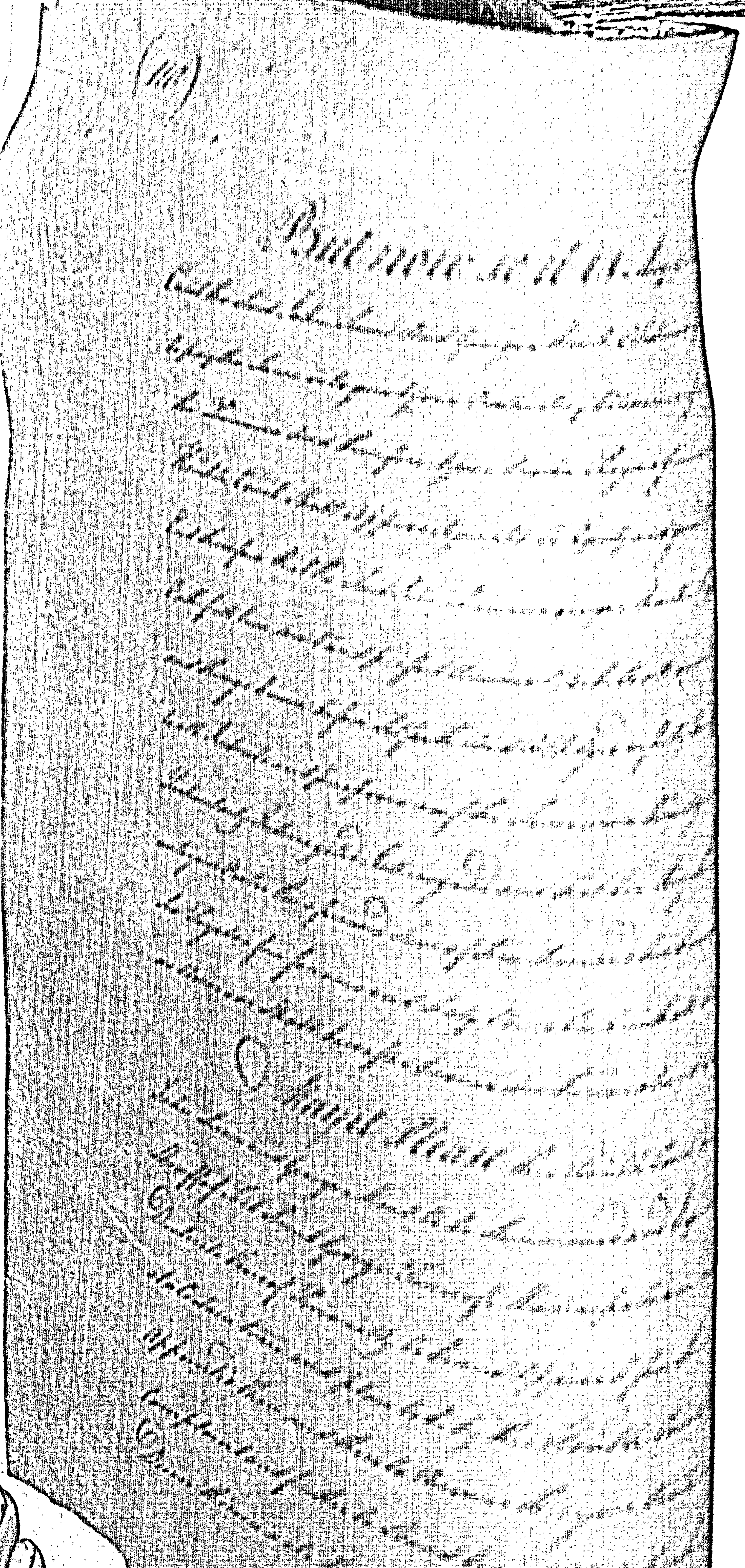
To the Hon'ble the

Court at Madrasp

Humbly Complaining

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

Humbly Complaining Sheweth Unto this Hon'ble Court Your Orator Tangy Chengleroy Modelliar Administrator of all and Singular the Goods Chattels Credits and Rights of Callempauchum Moodah Modelly Deceased that John Swan and George Maule Executors Named in the Last will And Testament of Bombaine Camarce Caranadam Deceased Stands Indebted unto your Orator as Administrator aforesaid in the full and Just Sum of three thousand two Hundred and thirty six Pagodas Nine fanams and sixty Nine Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pag. the Sum of One thousand two hundred And Ninety four Pounds And Nine Shillings or thereabouts as will more fully and at large Appear by an Account hereunto Annexed for the Inspection of this Hon'ble Court which your Orator prays may be Admitted as part of this his Bill of Complaint and your Orator further Sheweth that the said John Swan and George Maule have duly proved the will of the said Bombaine Camarce Caranadam Deceased and have thereby taken upon themselves the Burden and Execution of the said Will by the Records of this Hon'ble Court of Justice being thereunto had may Appear notwithstanding Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of three Thousand two hundred and thirty six Pagodas four fanams and



D.r [illegible] Caurie Comaree Coorenadum Deceased in Account Current With C.r
Administrator to the Estate of Cottapaukum Rodoo Naidoo Dec.d

[illegible]

		1	
By Ballance	3236	5	69
Pagodas	3236	5	69

The Answer of [illegible]

Then these Defendants [illegible]

Modelly and that they duly proved the same before the Ordinary in this Hon^ble Court these Defendants further Answer and say that by Virtue of such their Executorship they these Defendants together with the said Charles Edw^d Innes have entered on and had the Duties of their Office And have endeavoured and still are endeavouring to Collect in and settle the Several Accounts Monies and Effects that were belonging to the said Deceased Pembarie Comaree Coranadum Modelly in his lifetime and which and which at Present Remain uncollected and unsettled by the Diligence of Parties in whose hands or possession the Sundry goods And Chattles of the said Deceased are and which were under their Management the said parties pleading and demurring to my Bill of Complaint that these Defendants with the said Charles Edw^d Innes have filed in this Hon^ble Court Ag^t them and particularly Harassing and Vexing the said Defendants as also the said Charles Edw^d Innes by every Possible Means particularly the Agents or Gomastah of the said Pembarie Comaree in his life time refusing to Admit of these Defendants with the said Charles Edw^d Innes as the legal Executors of the said Pembarie Comaree whereby these Defendant have been under the Necessity of preferring Bills of Compl^t Against them for to bring them to an Account and to Oblige them to pay their respective Ballance of any balance of any that might be due to the said Estate of the said Pembarie Comaree Coranadum to the Bill of Compl^t

[illegible]

of the said Pondowie Comaree Coronadum Moodelly that Appearing to be them
Only Matters undisputed and Resulting from the Decretal Order and Decree of
this Hon'ble Court made the Seventeenth of Aug.t One Thousand Seven
Hundred and Seventy Nine in a Demurrer and Tender these Defend.ts
Eight Annas Paid to them and of the party Demurring Order to Answer by
Demurring all and every the Account and Concerns of the said Testator that
had become to the knowledge and possession of the said Demurrant both
before and After the Date of the said Testator from which Order of this
Hon'ble Court the parties have Appealed and the Same Remains to be
determined that they are in hopes that the said Order of this Hon'ble Court
will be Confirmed so that from this great and important point being
determined that they these Defendants will be Able to Settle and Adjust
the Several Accounts of the said Testator to the Satisfaction of all parties
Claiming not Only Creditors but those but those Claiming under the will
of the said Testator these Defendants Attempt to Sell and Dispose of the
Real Estate so left by the said Pondowie Comaree Coronadum Moodelly
to the said Annah Saying that the said Annah Saving as by his Petition
imagines that gained a Right to prefer a Bill of Complaint against
these Defendants upon the Equity of Law to enjoyn these Defendants
from Such Sale until it Shall Appear that there is a deficiency
in personal Assets to Answer the Demand of the respective
Creditors of the said Pondowie Comaree Coranadum Moodelly

(117)

Geo. Hatt

Atty. Compl.

Patk. Bernardi

Atty. Defts.

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63 (118)

ayors Court at Tuesday the 6th day of March
adraspatnam Anno Domini 1781.

Present

Benjn. Roebuck Esqr. Mayor
Edwd. John Holland and Edwd. Saunders
Aldermen

Between Tonggy Chengroy Modelly Administrator of Cittapaukum Moodah Modelly Deceased Complainant and George Hatt Administrator of Comarree Coranadum Deceased Defendant

This Cause Coming on to be heard and Determined this Day in the Presence of the Attorneys on both Sides on Reading the Compl[ainan]ts Bill the Defendants Answer and on due Consideration had thereon This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant out of the Estate and Effects of Comarree Coranadum Deceased in the full and just Sum of Three thousand two Hundred and thirty six Pags. five fanams and sixty nine Cash Pags. 3236. 5. 69 together with all such Interest as now is or shall hereafter become due thereon untill full payment be made

[illegible]

Plea

[illegible]

being in your Petitioner's Possession and Ready to be produced when Required as from the following facts that Whereas your Petitioner having in the lifetime and at the Request of the said Caravah Chetty Kistnamah Naick lent and Advanced unto him the Several Sums of three Thousand Pagodas and four Thousand Pagodas Amounting to the Principal Sum of Seven Thousand Pagodas and your Petitioner seeking that some Collateral Security should Accompany the Aforesaid Bonds did Mention the Same to the said Caravah Chetty Kistnamah Naick who gave your Petitioner to understand that he the Caravah Chetty Kistnamah Naick had then Already Mortgaged as well his own Garden as also the Bill of Sale of a House and Garden unto Vincatachellum for a certain Sum of Money of him Borrowed but Nevertheless that After payment or Satisfaction to the Vincatachellum such Mortgaged premises should Attend by way of Security and be Subject to the Discharge of your Petitioner's said Debt the said Caravah Chetty Kistnamah Naick giving the Meantime Making Known to the said Vincatachellum that your Petitioner's said Debts became an additional Charge upon the premises to him then Already in Mortgage after payment of him the said Vincatachellum Demand [illegible] and at the Request and on behalf of the said Caravah Chetty Kistnamah Naick the said Vincatachellum as the then immediate Mortgage taking place before your Petitioner did give your Petitioner a Writing Conformable to the Meaning of all the Matters and Agreeing and Meaning that such

[illegible] the said Vincatachellum

[illegible]

said Vencatachellum was discharging your Orator humbly Conceives and Contends that he hath a preferable Claiming on Such the Estate of the said late Connah Chitty Ruchunnah Naick and that Such a Claim should take effect and in point of payment Rank and be Discharged Next before or After the said Vencatachellums Mortgage under which Sums Claims and in Sight of Such Pretences your Orator hath frequently & in A friendly Manner Requested the Payment of the said Sum of Seven Thousand Nine hundred and thirty Pagodas of the said William Sydenham and James Hall as Administrators aforesaid but they Refuse Payment thereof to your Orator Any Manner of Satisfaction touching the Premises your Orator therefore Prays a general Relief as to this Honble Court Shall Appear Agreeable to Equity and good Conscience To the End therefore that the said William Sydenham and James Hall May upon their Corporal Oath and Oaths full true direct and perfect Answer Make to all and Singular the Matters and things hereinbefore Set forth Alledged and Charged 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 Orator the Aforesaid Sum Sum of Seven Thousand Nine hundred and thirty 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 Grant

Translation Dated August 2d 1774—

I Cavanah Chitty Kistnamah Naick signe this Bond or Obligation to Vyr Ramah Naick this Day Have Borrowed and Received of you the Sum of 4000 Pagodas which Sum I Promise to pay on or before the 2d Day of October Next with Such Interest as may become Due thereon at the Rate of 12 p Cent p Annum I Signe this Bond or Obligation by Free will & Consent Witnesses Cottam Kistnahmah Naick and Changlamay by their Knowledge Drawn by Pulapuly Vencata Naran—

sses Signed
Kistnamah Naick
ngum

Signed
Cavanah Chitty Kistnamah Naick

A true Copy
Popham

Translation Dated 1st May 1779—

I Cavanah Chitty Kistnagnah Naick signe this Bond or Obligation to Viry Rama Naick this Day Have Borrowed and Received of you the Sum of 3000 Pags which Sum I Promise to Pay on or before the 30th of October Next with Such Interest as may become due thereon at the Rate of 12d p Cent p Annum I Signe this Bond or Obligation by my Consent Witnesses Sutharamah and Tondlam Vencatam by their Knowledge this Bond was Drawn by Rama Chitty Naingadoo

sses Signed
haramyah
ncatamm

Signed Cavana Chitty Kistnamah Naick

A true Copy
Popham

Translation

St George
May 1780

This is to Certify that to My Certain Knowledge it was the declared Intention of Kishanah Chitty Kistnamah Naick deceased to invest Viry Ramah Naick the surplus produce of a Piece of ground in the Blacktown Mortgaged to Vincatachellum Moodelly as well as other Mortgages specified in Kishanah Chitty Kistnamah Naick's Mortgage Bond of the said Vincatachellum Moodelly being to secure to the said Viry Ramah Naick the payment of certain sum of Money borrowed on bond of Vira Ramah Naig. I can confidently assert that it was the declared Intention of Kishanah Chitty Kistnamah Naick to invest Vira Ramah Naick such because the Translation took place in consequence of my Request to the said Kisna Chitty Kistnamah Naig and a Certain paper assigned to the said Vira Ramah Naick by the before Mentioned Vincatachellum Moodelly and approved by Kishanah Chitty Kistnamah Naick which Paper I understood from Kistnamah Naick Conveyed to Vira Ramah Naig fully the Right of the Surplus of whatever the ground the other Mortgages to Vincatachellum Moodelly might produce by Publick Sale

A. H. Cavanagh

A true Copy
Popham

The Answer of the

Defendants

13th November 1774 (between an interval of More than Six Months between that time and the Death of the Said Caumah Chetty Kistnamah Naick which happened About the 23 day of May following an immaterial fact in the Course of which time it Seems very Extraordinary that Such Verbal Promise did Not by Some Act of the Said Caumah Chetty Kistnamah Naick become Settled and undisputed by means of Some Instrument in writing for the purpose and that the Said Complainant Should have Neglected A matter of so much Consequence to her own Security and Still more so as a Mortgage Deed Might have been drawn and Executed in due form by the Said Caumah Chetty Kistnamah Naick with as much ease as by the Said Vencatamah Moodilliar now Especially as both the Complainant and the Caumah Chetty Kistnamah Naick lived at Madras and the Complainants demand under any Circumstances of her own shewing was then approaching to its period of payment and therefore there Seems every Reason to apprehend that even if such Verbal promise had been made by the Said Caumah Chetty Kistnamah Naick he did before his death withdraw the Same otherwise in Such the Course of Six Months the Complainant would doubtless shall have Enquired and Learned of the Said Caumah Chetty Kistnamah Naick ever Such Deed or Form under which her the Compl.t Claim would become immediately Chargeable on the Estate Concerning such Claim under these Circumstances these Def.ts Conceive that they as Administrators as aforesaid Cannot under

[illegible] Administration and without prejudice —

of Claim would introduce a precedent in the Honble the Mayors Court of whenever Verbal Contracts will Regain that perpetuity and Credit which the law long since had for wise reasons deprived them of and will render Right and property very insecure therefore as this Defe. as Administratrix as aforesaid Cannot admit the Complainants Claim on such insufficient grounds humbly hopes this Honble Court will Consider her Demand on the said Estate as a Claim in the Common with the Other Claims thereon and is Course of Payment in Common with the rest of the Bond Creditors who may have Claims on the said Estate.

All Which Matters and things they this Defendant is ready and willing to aver Justify Maintain and prove as this Honble Court shall please to Order and direct and humbly prays to be hence dismissed with their reasonable Costs and Charges in this Behalf Most Wrong Sustained

orn to by Js Call
Court this 5th Decr 1780
James Taylor
Reg.

worn to by Mr Wm
Sydenham in Court this
Decr 1780
James Taylor
Reg.

James Call
Wm Sydenham
J Kenworthy
Attorney Defe

The Defendant

said Caena Chitty Kistnamah Naick and this Defendant further saith that under such Assurance given by the said Vinatachia . Moodilliar with the full Consent and direction of the said Caena Chitty Kistnamah Naick this Defendant Considered himself so fully Secure that he neither required nor does he yet Conceive that he had Any Occasion to require Any further or other Security the More so as the Circumstances which Attended the Drawing up and the Execution of the said Paper of Vinatacea . Moodilly and which Also followed the Execution thereof Appeared to this Defendant and he humbly hopes will appear also to this Honble. Court to be Equally Valid with Any Paper writing or Instrument which could have been Signed by the said Caena Chitty Kistnamah Naick for this Defendant saith After he had required of the said Caena Chitty Kistnamah Naick an Additional Security the said Caena Chitty Kistnama Naick Sent for this Defendant to Come to his House this Defendant Accordingly Attended when the said Paper Writing so Signed by the said Vinatachia Moodilly was produced and Shewn to this Defendant and his Assent was required by the said Caena Chitty Kistnamah Naick in the presence of Gopaull Naick Iyapah Moodilly . Narrain Chitty Coopah Chitty Chingleroy Letteramah and Vinatacaramah as well as of the said Vinatacia Moodilly this Defendant further saith that at the Desire and Instance of the said Caenah Chitty Kistnamah Naick he Agreed thereto and in Consequence thereof the Same was as aforesaid at the Place aforesaid and in the presence of the Persons aforesaid

their Credit and Reputation by Exhibiting a doubt of their Intention and that they
Considered as did Also the said Caruna Chetty Kistnamah Saith that the Act
of the said Vencatachia Chetty as willing and Signed with their full
consent and in the Presence and then Again Acknowledged in their presence
by the said Caruna Chetty Kistnamah Hand to have been Signed with
his Consent the said Alexander Brodie would be Satisfied as to the Security
in which this Deponent stood and that the Transaction Might Remain
in the State in which it then was whereunto the said Alexander
Consented as being Satisfied of the Tenor and Reasoning thereof and as being
unwilling to Cast Any Reflection on the Several Persons above Named
all and Each of whom he understood to be men of an Independent Situation
Rank and Approved Character this Deponent therefore humbly submitteth
to the Consideration of this Honble Court that from the Nature of the
Transactions as above stated and also from the Tenor of the Declar-
ations of the said James Henry Casamajor Copy whereof is annexed
to this Deponents Bill of Complaint this Deponent is entitled to the
said Assurance as mortgagee of the said Premises Subject to the Payment
of the said Debt to the Vencatachia Moodelliar or to the said Robert
Gibbons for his Amount this Deponent will not Admit that the Case
in question Applies to the Donation from Blacktown which is gained
by the said Defendant ~~[illegible]~~ on his Equitable Claim to the
Residue of the said Mortgaged Premises after the Demand of the
said Vencatachia be fully Satisfied this Deponent further will not

Demand Now Made by the Complainant been a just debt in his Bill of Compl.t It is Most Probable that he would have taken an Obligation or Mortgage Deed on the Premises in Preference to Venkatachellum whose Mortgage Deed was Executed Six Months after the Complainants pretends his Demand was Created by Bonds taken from the Intestate which fully Evinces the improbability of such intention in the Intestate However that may be these Defendants Are humbly of Opinion that the Declaration of Venkatachellum or Any other Person Cannot in any Operation favour of the Complainant or Any ways establish a just profitable Right or Interest to the Premises in Question for After Venkatachellum's Demand is Satisfied the Property Title Interest and Value Remaining Reverts to and become the Property of the Estate of the Intestate in the hands of these Administrators for which they are Accountable to the Creditors and all Interested therein nor is the Declaration of any person whatsoever or however Solemnly made of any Effect in this Matter or would it Justify these Defendants as administrators to pay such Demand in Preference to other Debts of Equal Degree For further Reasons these Defendants beg leave to Observe that the Translation of Pretended Papers to be Written in Different Language Are Not Certified by a Sworn Translator therefore ought Not to be Admitted or Received before this Honble Court Nor have these Defendants Any Right to take Notice of or Regard the Demands of Venkatachellum Much less his Declaration in favour of a third Person for Admitting the Declaration of Venkatachellum it would

Bond Deed or

Father that the Intestate had satisfied the Demand of the Complainant previous to Vencatachellums declaration and that the said Declaration is False the Effects of Conspiracy to establish and Set up an unjust Demand to the Prejudice of fair Creditors which these Defendants cannot admit off or Countenance for all Matters and Circumstances fully Considered these Defendants are of Opinion that if the Intestate Cavana Chitty Kistnamah Naick ever had such Intention or wish as the Compl.t Pretends in his favor the same would have been Committed to Writing and a Regular Deed or Conveyance of the said Premises Executed in the Lifetime of the said Cavana Chitty Kistnamah Naick but as no such Deed or Obligation is produced or Exist these Defendants say that they Ought to be allowed their Subsequent Costs because the the Same is founded in unjust Allegations & rather than to establish a Matter of Right these Defendants in further Rejoinder to the Complainant's Replication observe that they are Not bound to take Notice of any Declaration or parole agreement touching the Conveyance or Interest of these Lands Might be Pretended for an act of Parliament made in the 29th Year of Charles the Second Chapter the 3d it is Enacted that all Leases Estates Interest of Freehold or Terms of Years or any uncertain Interest of in to or out of any Messuages Manors Lands Tenements or Hereditaments made or Created by Livery and Seisin only or by Parol and Not put in writing and Signed by the Same or their Agents thereunto lawfully

[illegible]

Defendants Commissioners and Officers of the [illegible] cannot admit the Demand of the Complainant against the Estate of the Intestate [illegible] the Demand [illegible] Although these Commissioners and [illegible] the [illegible] [illegible] which they [illegible] bound to Support and make the Title of the [illegible] Creditors to the said Estate these Defendants humbly Submit to the Judgment of this Honble Court whether [illegible] bound by law to allow the Complainant's Demand and for such a sum as [illegible] to the Rules of Equity and good Conscience they ought [illegible] Dismissed this [illegible] [illegible] wrongfully Sustained.

All Which Matters and things these Defendants are Ready and willing to aver maintain and prove as to the [illegible] of this Honble Court [illegible] [illegible] by their said Answer they have [illegible]

[illegible]

Atty for Defendants

5th To all the Witnesses

To Subramiah / Vencataramah } 3d [illegible]

[illegible]

in Manner and form as the same has been [illegible] to the Question thereof your Names Respectively are of your Respective hand Writing Declared.

Tapurthy / Jalanarteo } 3d Look at the Paper Writing now produced and shewn to you at the time of your Examination marked with the letter B. & Purporting to be a Bond or Obligation from the said late Cawa Chetty [illegible] Naick in his life time given to the Complainant Ramasawmy the Title of these Interrogatories. Is or not the Said paper of your hand writing and were you Not requested by the said Cawa Chetty [illegible] Naick to draw out the Same and were you or were you not present and did you or did you not see the Said Bond [illegible] by the said Cawa Chetty [illegible] Naick in the words figures and Characters thereof [illegible] the Name Cawa Chetty [illegible] Naick in such Manner and form as the same [illegible] of the hand Writing of the said Cawa Chetty [illegible] Naick and are not the Names [illegible] in manner and form as the same are set to the said Bond [illegible] to the Question thereof the Respective hand [illegible] and did you Not [illegible] Bond.

Sn. Audinayal / Sarvain Pilly } 4th Look at the [illegible]
[illegible]

[illegible]

Due by the said Carrua Chetty Kistnamah Naick to the Complainant or unto Nellyapah Moodelliar or Any other Person or Persons and when Executed on the said Declaration or agreement was or any and Manner aforesaid Declare

}5th Are you or are you Not Acquainted with the hand Writing of James Henry Casamajor Named in the first Interrogatory whereunto you have been examined. If yea look at the Paper Writing Now produced and Shewn to you at the time of your Examination Marked with the letter B and purporting to be a Certificate or Declaration of Such Matters as are therein Setforth, or do you not as you verily believe the whole of the said Declaration as well as the words Casamajor Set and Subscribed to Such Paper Writing of the hand Writing of him the said James Henry Casamajor Declare

...d Nelly
...Chetty Sellera
...num Capah...
...Venkataramah

}6th Have you or have you Not Between the life time of the said Carrua Chetty Kistnamah Naick and him or by or through what Means known of his granting any and what Mortgage to the Venaina Moodelliar or to some other and to whom [illegible] If yea did or did not the said Carrua Chetty Kistnamah Naick after granting Such Mortgage borrow of the said Complainant any and what Sum or Sums of Money and If yea did or did Not the said Carrana Chetty Kistnamah Naick or Some and what manner Subject the premises comprised in Mortgage for a [illegible] of the said Venkatachella to the Payment and discharge of the said Claim

Present such Writing and did order that the said Alexander Brodie asked Caravah Chitty Kistnamah Naick if he Consented the Contents of the said Declaration or Agreement and what Answer did the said Carua Chitty Kistnamah Naick make thereto Did he or did he not declare that he Consented the said Complainant to have as full a Right to the said Premises so Mortgaged for the Use of Vencatachela after such Mortgage be Discharged to be for the Use of the said Complainant and to be his Right for Securing the Payment of the said Demand on the said Caravah Chitty Kistnamah Naick or if he the said Carua Chitty Kistnamah Naick had Signed the said paper Writing and did or did not each and every of you then Present Consider the Complainant as fully Secure Respecting the Validity of the said Second Mortgage so Signed in his favor by the said Vencatachela and did you or did you not Consider him as fully Secured as if the said Carua Chitty Kistnamah Naick had Signed the said Agreement or Declaration Declare the same fully to the best of your knowledge Recollection and belief together with any other Matter which Passed at the said Meeting and which at all Relate to the above Cause Now depending before this Honble Court.

Alexander Brodie 8th Do you or any of you know, Recollect or have heard that in the Year One thousand Seven hundred and Seventy three or any other whatsoever Said for Carua Chitty Kistnamah Naick [illegible] Vencatachela [illegible]

or is not the Paper Writing now also shewn to you Marked B. No 12 a true
true Translation of a Bond Marked B. No 11 and purporting to be a Bond
from the said Cawreah Chetty Kistnamah Naick to the said Veng Ramah
Naick for Four Hundred Pagodas and is or is not the Paper writing
Now also shewn to you Marked C. No 12 a true Translation from Gentoo
to English of the Paper writing Marked C. No 11 and purporting to
be a Declaration or Agreement from [illegible] Naick to
the said Veng Ramah Naick respecting the several Bonds and are
or are not each and them several Paper Writings so to you shewn and
in or on each of them respectively a true Translation or are or
can be of the several and respective Papers as aforesaid Marked
Numbered and you to know [illegible] shewn Declare

ll the
nswers } 11th Do you know of any other matter or thing or have you heard
seen or any other [illegible] of your knowledge hearing
concerning the Matters in Question in this Cause that may tend
to the benefit and advantage of the said Complainant towards
or otherwise than what you have been before Interrogated unto if yea
Declare the same fully and at large as if you had been thereto
Particularly Interrogated

Popham
[illegible] for Complt

This Paper Writing Marked with the Letter A. N.° 1 was Shewn to Kistamah on the 29th Day of January 1781 and to Sashengum on the 5th Day of February 1781 being the Respective Times of their Examination before me in a Cause depending in the Mayors Court at Madraspatnam wherein Veny Ramah Naick is Compl.t and William Sydenham and James Call Administrators to Estate and Effects of Cauna Chitty Kistamah Naick Deceased the Defendants

Rich.d Dighton
Exam.r

B. N.° 2

Translation Dated August 2d 1779

I Cauna Chitty Kistamah Naick do give this Bond or Obligation to Veny Ramah Naick this Day I have borrowed and received of you the Sum of 4000 Star Pagodas Current Money of Madras which Sum I Promise to pay on or before the 2d Day of Ten Months such Interest as may be ... at the Rate of 12 p.r Cent p.r Annum ... In Witness whereof I have given this Bond or Obligation by my own hand ... Kistamah Naick and Veny ... by ... Knowledge

Drawn by ... Translation

Signed Cauna Chitty Kistamah

[illegible]

Naick of Madras that is to Say —

That One Caraah Chitty Kistnamah Naick Mortgaged some One Bill of Sale of his Garden and Also Bill of the House and Garden of One Ranganaickamma Mortgaged to him by [illegible] his own Bill of Sale were Mortgaged to me and you have Lent the Sum of 7000 — Pagodas to the said Caraah Chitty Kistnamah Naick have not Discharge the same at the limited time on which you Demanded of him a Mortgage for the said Sum then Carua Chitty Kistnamah Naick gave you Security the Premises that were all Ready — Mortgaged to me whereupon you desire me to enter into an Agreement for the Said Mortgage therefore I do give you this following Agreement Vizt. —

That from the 15th of November untill the Expiration of 6 Six Months if the Said Carua Chitty Kistnamah Naick do not discharge you the said 7000 Pagodas then you Shall Dispose the said Mortgaged Premises And discharge the Sum of 7000 Pagodas and Interest that was due to me from the said Caraah Chitty Kistnamah Naick agreeable to the Bond and you to have the Overplus I Vencatachem Moodelly do give this Agreement to Ramiah Naick by the Consent of Kistnamah Naick —

Witnesses Maderayl Narayen Pellah and Poola Gopal Naick

(Signed) Vencatachem

[illegible] Seal'd

ing to Lend to the said Very Ramah Naick the Payment of a Certain Sum of Money borrowed on Bond of Very Ramah Naick I am Confidently Assured that it was the Declared Intention of Rasava Chitty Kistnamah Naick to Cause Very Rama Naick Vick because the Transaction took place in consequence of My Request to the said Rama Chitty Kistnamah Naick and a Certain paper was given to the said Very Rama Naick Signed by the before Mentioned Vencatachellum Moodelly and approved of by Rasavah Chitty Kistnamah Naick Paper I understood him Kistnamah Naick Conveyed to Very Ramah Naick fully the Right of the Surplus of whatever the ground and other Mortgages to Vencatachellum Moodelly Might Produce by Publick Sale

Fort Saint George 27th May 1786

Jas H. Casamayor

This Paper Writing Marked with the letter D was Shewn to Thomas Pinny and Alexander Brodie at the time of their Examinations before me in a Certain Cause depending in the Honble the Mayors Court at Madraspatnam wherein Very Ramah Naick is Complainant and William Lyttelton James Cotts Administrators to the Estate and Effects of Rasavah Chitty Kistnamah Naick the Defendants

Archd Leighton

[illegible] 1791

(155)

Supplemental Interrogatories

Between [illegible] Complainant [illegible] Defendant

Depositions of [illegible]

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82 (156)

Nine years or thereabouts and More Saith Not to this Interrog.y

To the Second Interrog.y this Deponent Saith on Producing and Shewing to him at the the time of his Examination a paper writing marked Letter A. A1 and purporting to be a Bond or Obligation from the late Casnah Chitty Kistnamah Naick in his life time given unto the Complainant Named in the title of these Interrogatory's that he was present and did see the said Bond Executed and delivered by the said Casnah Chitty Kistnamah Naick and that the Name Casnah Chitty Kistnamah Naick in such manner and form set and Subscribed thereto as a Writing Witness to the Execution thereof is this Deponents therefor this Defendants own Proper hand Writing but whether the Name Vencataramen set and Subscribed thereto as a Witness is also the said Vencataramen's own hand Writing or not this Deponent doth not know and More Saith not to this Interrogatory

To the Sixth Interrogatory this Deponent Saith that he doth know that Casnah Chitty Kistnamah Naick in his life time did grant unto Vencatachella Moodelliar a Mortgage on 2 Gardens and one House and the said Casnah Chitty Kistnamah Naick did Some time After granting Such Mortgage borrow of the Compl.t a Sum of Money but to what amount this Deponent do not exactly Recollect but to the best of your Remembrance he believes about Sum of Thousand 2 Pagodas and the said D
[illegible] some time After he had

or thereabouts being Produced as a Witness in this Cause on the Part of the Complt
29th Day of January 1771 Signified at the office of Mr Ellicombe his Attorney
efendants by [illegible] my [illegible] to be [illegible] of the Name
[illegible] of a side of the said Deponent and afterwards on the same day
d Examined deposeth as followeth

To the first Interrog this Deponent saith that he doth know the Complt Mary Hannah Stark in this Cause and hath so known him four Years or thereabouts and the Defendants William [illegible] and James Catt in this Cause two years or thereabouts and that he did know the Deceased ten years or thereabouts and [illegible] Moodkitty two years or thereabouts and James Henry Cavanagh Named in the Interrogatory ten years or thereabouts and more

Saith Not to this Interrog

To the third Interrog this Deponent saith on Reading and Viewing to him at this the time of his Examination the Deponent being Marked with the letter B. N1 and purporting to be a Bond or Obligation from the said late Coona Chitty Kistnamah Stark in his life time given to the Complainant in this Interrogatory Named that the said Dep is of this Deponent own hand Writing and drawn out at the Request of said Coona Chitty Kistnamah Stark but this Deponent is [illegible] hand Writing

[illegible]

ing Examined and Examined Deposeth as followeth:—

To the first Interry this Deponent saith that he hath known the Compl^t Vary Ramah Naick in this Cause and that he hath so known him Twenty Years or thereabouts and William Sydenham and James Call the Defendants in this Cause 3 Years or thereabouts and Cama Chetty Kistnamah Naick the Deceased 60 Years or thereabouts and Vincatachelah Moodillar 10 Years or thereabouts and Tanne Thomy Carunagar from his Infancy and more saith not to this Interrogatory.—

To the fourth Interrogatory this Deponent saith on Reading and Shewing to him at the time of his Examination the Paper Writing Marked with the letter C. No 1 and purporting to be an Agreement or Declaration from Vincatachelah Moodillar to the Complainant Named in the title of these Interrogatories given that such Paper Writing in the words figures Language and Characters thereof was Executed by the said Vincatachelah Moodillar for the purposes therein set forth and delivered to the Complainant in the title of these Interry Named and the Name Vincatachelah Moodillar and the Name Hattengal Tanen in the Manner and form and the same set and subscribed thereto as a Witness to the Execution thereof be this Deponent's Own proper hand Writing and the other Subscribing Witness whose name appears thereto

[illegible]

Deed and Perialee Gopaul [illegible] Subscribed hereof the said Perialee Gopaul own hand Writing and as One of the Witnesses to the Exe[illegible] of said Deed and the said Declaration or agreement was Drawn out by the Consent of said Cavena Chetty Kistnamah Naick did Declare that it was his full Intention that if he did not pay the Complainant in these Interrogatories named the Sum borrowed of him before the Expiration of three Months from the Date of said Declaration the said Vencatachia and the Complainant Named in these Interrogatories had [illegible] of the said Mortgaged [illegible] to Vencatachia Moodeliar the [illegible] was to [illegible] towards discharging the Debt due from Cavena Chetty Kistnamah Naick to the Compt Named in these Interrogatories and Gopaul and [illegible] Gopaul and the Deed named in these Interrogatories [illegible] and this Deponent [illegible] Naick [illegible] at the Execution thereof and at the Date of the said Declaration or Agreement being Signed and more Saith not to this Interrogatories

6th To the Sixth Interrogatory this Deponent Saith that Cavenah Chetty Kistnamah Naick [illegible] Defendant [illegible] to Vencatachia Moodelliar [illegible]

[illegible]

Chetty Kistnamah Naick did Subject the premises under Mortgage to Vencatachia Moodilliar to discharge the Complainants Debt by the Paper Writing Marked C to which this Defendants subscribed as a Witness and this Deponent Saith he his Certain that it was Cavena Chetty full intention that after Vencatachia Moodliar had recd his payment of the said Mortgage the Residue was to go towards the Payment of the Complainants Debt in preference to any Claim whatsoever and more Saith not to this Interrogatory

To the Seventh Interrogatory this Deponent Saith some time in the Month of November 1779 but whether before or after the 15th cannot this Deponent Recollect Alexander Brodie Esqr of Fort Saint George did Send for this Deponent relative to the Claim of the said Complainant on the said Cavena Chetty and this Deponent did Attend at the House of the said A Brodie when Vencatacian Moodelliar Cavanah Chetty and Perialee Gopaul also attended but this Deponent doth not Recollect whether there was any Agreement produced at such Meeting Signed by Vencatachia Moodelliar or whether the Paper Marked C was produced at such but Cavenah Chetty Kistnamah Naick did declare in the above named Persons presence that he Considered the Complainant to have a full Right to the said premises after the mortgage Debt to Vencatachillam Moodeliar should be Discharged and

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Mayors Court at Madraspatnam

Between Key Ramah Naick Compl.t And William Hyndman and James Call Administrators of the Estate and Effects of Caranah Chetty Kistnamah Naick Deceased the Defendants

On the Part of the Compl.t

Depositions of Witnesses taken in this Cause [illegible] before the Examiner in this Court as follows.

Alexander Brodie in the Service of the United Company of Merchants of England Trading to the East Indies Aged 30 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 31 Day of January 1781 [illegible] at the Office of Mr Ellerker [illegible] Attorney for the Def.ts by [illegible] and [illegible] of the said Defendants and afterwards on the same Day being Sworn and Examined Deposeth as follows —

To the first Interrogatory the Deponent saith that he [illegible] Complainant Key Ramah Naick [illegible] known him for [illegible] years or thereabouts the Deponent [illegible] and James Call [illegible] and Caranah Chetty Kistnamah Naick [illegible] years or thereabouts [illegible] the Deponent [illegible]

[illegible]

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and More Saith Not to this Interrogatory —

To the fifth Interrogatory this Deponent saith that he is acquainted with the hand Writing of James Henry Casamajor Named in this Interrogatory And the Paper Writing Now produced and shewn to this Deponent at the time of his Examination Marked with the letter D this Deponent saith he verily believes the Same is of the Proper handwriting of the said James Henry Casamajor and the words Ja.s H.y Casamajor set and Subscribed thereto are also this Deponent verily believes the handwriting of the said Ja.s H.y Casamajor and More Saith not to this Interrogatory —

To the Eighth Interrog.y this Deponent Saith that he doth Recollect having sent for Caranah Chetty Kistnamah Naick, Narrain Pillah, Vencatachellum Moodelliar and Cocala Gopaulungar in the year 1779 but he doth Not Recollect exactly in what Month at the Request of Sir Hector Munro and the same was done with the View of ascertaining the Right of the Complainant to the Surplus of Certain Premises mortgaged to Vencatachellum Moodelliar or sums owing by the said Caranah Chetty Kistnamah Naick after the said Vencatachellum Moodelliar's Mortgage should be Discharged and this Deponent saith that he — [illegible] Vencatachellum Moodelliar to Sign a Paper purporting to the Complainant a Second Mortgage to the Premises in Question

amended with [illegible] before the said Cavanah Chetty Kistnamah Naick to the [illegible]
Corresponding [illegible]
January [illegible]
[illegible] the same [illegible] the Defendant and that the Vencatachee [illegible]
[illegible] the Paper Declaration with the Deponent Adventure given by
13th March [illegible]
Cavanah Chetty Chetty Kistnamah Naick to the Complainant
as Sufficient and being as any that could be Drawn out by [illegible]
Reg.
Papers to which Deponent then [illegible] as before Named [illegible]
unanimously and therefore the Deponent [illegible]
Matter any Further [illegible] the Deponent [illegible]
founded the Deponent so far from doubting the Sanctity
of Such Declaration in favour of Very Ramah Naick the
Surplus of the Mortgage has Repeatedly endeavoured to [illegible]
Munro and Very Ramah Naick having Obligation from
Vencatachee Moodelliar to deliver of the Surplus of [illegible]
Payment being Made to him of the Amount of his Mortgage
[illegible] of the Deponent [illegible] Cavanah
Chetty Kistnamah Naick Declaration fully Sufficient to
[illegible] the [illegible] to the Complainant and the said Cavanah
Chetty Kistnamah Naick did Repeatedly and [illegible]
his Consent to the [illegible]
and [illegible] Declaration
To the last [illegible]

Complainant as frequently desired him Backed by the Request of Sir
Walter Munro to endeavour to prevail upon Vencatachee Moodelliar
to grant to the Complainant a Writing agreement Making over
the Surplus of the Mortgage Premises in his favour in [illegible] of the
Assignment granted to the Complainant by Cavana Chetty
Kistnamah Naick that the Deponent had in Consequence
of the Request made to him as aforesaid Vencatachee Moodelliar
to Comply with the Complainant's Request but Vencatachee
Moodelliar as often Refused and on one Occasion in the
Presence of Lance Henry Cavanagh [illegible] Alledged as a
Reason that he had made a promise to his Mother Never to
Execute any Such deed and Refused the Deponent to Gopaul
Naick and Narainum Men of Character and Experience and
and well Acquainted with the Nature of the Transaction
between Cavanah Chetty Kistnamah Naick and himself in the
[illegible] to Settle on Very Rama Naick
According to the Intention of Cavana Chetty which the Deponent
Declares was confirmed by the said Persons Gopaul and Narain
Pillah both of whom further Declared to the Deponent Cavana
Chetty's Assignment to Very Ramah Naick was very Sufficient
Obligation and Such as in their opinion would be unquestionable
[illegible] the Complainant in law to Compell Vencatachee
Moodeliar

the Examination in the Cause as followeth . .

Teppapah of Madras Head Dubash Aged about [illegible] years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant on the 1st Day of [illegible] 1791 Appeared at the Office of John Ellis where Attorney for the Defendants By [illegible] My Servant who also left there a Note of the Name 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 hath known the Complainant Terry Ramah Naick and that he hath so known him Six years or thereabouts and that he doth know the Defendant William Sydenham and James Call and that he hath so known them 12 years or thereabouts and that he did know the Deceased Cavanah Chitty Kistnama Naick 20 Years during his life time and that he hath known Vencatachala Moodelliar and that he hath so known him 5 Years and that he doth know L. C. & H. [illegible] and that he hath so known him 11 years or thereabouts and more Saith not to the Interrog.

6th To the Sixth Interrogatory this Deponent Saith that he doth know that Cavanah Chitty Kistnamah Naick did in his life time make to Vencatachala Moodelliar a Mortgage and Bond [illegible] of Sale of the same Property and also a Bill of Sale of [illegible] to the said Cavanah Chitty Kistnamah Naick and this Deponent Saith that Cavana Chitty did borrow of the [illegible] of Money to the [illegible]

Debt well known and this Deponent Saith that said Ramah Naick frequently Demanded Payment of Cavanah Chitty who put the Complainant off from time to time at last Ramah Naick pressed Cavanah Chitty to give him Security for the said Sum and said Cavanah Chitty replied that he had no other Security but what he had already given to Vencatachala Moodelly and he desired Ramah Naick to take further Mortgage on the One Already granted to Vencatachala Moodelliar as the one Already granted to Vencatachala Moodelliar was of greater Value than the Sum borrowed of Vencatachala Moodelliar and Accordingly Ramah Naick desired Cavanah Chitty to get an agreement from Vencatachala Moodelliar to that Effect and Cavana Chitty desired Vencatachala Moodelliar to give such an agreement but he refused and after wards Cavanah Chitty and Rama Naick as also Sir Hector Munro desired said Vencatachala Moodelliar to give such an agreement but he still refused because the Mortgage did not imply any such terms and he said whenever pays my money to them I shall deliver up the Mortgage the Bond and Afterwards Rama Naick Cavana Chitty Narrain Pillah and Yepaul came to this Deponent and desired of him as friend of Vencatachala Moodelliar to request the said Vencatachala to give such an agreement to Ramah Naick and this Deponent sent for said Vencatachala Moodelliar to give such and desired him to comply with Ramah Naick request at which time he refused and the Day [illegible] Vencatachala Moodelliar

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Moodelliar to become with Vengy Ramah Naick for the [illegible] of the Mortgage [illegible] to him by Carrauk Chetty Kistnamah Naick and More Saith Not to this Interrogatory

Rich.d Deighton
Exam.r

A Brodie

Mayor's Court at Madraspatnam

Between Vengy Ramah Naick Complainant and William Sydenham and James Call Administrators of the Estate and Effects of the late Carrauk Chetty Kistnamah Naick Deceased the Defendant.

On the Part of the Complainant

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

Thomas Pouney of Madras Inhabitant Aged 24 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant on this 30th Day of January 1771 [illegible] the Office of [illegible] Attorney for the Defendant by [illegible] [illegible] and afterwards on the Same Day being sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he knew the Complainant Vengy Ramah Naick in this Cause and that he hath known [illegible] this Deponent [illegible] Years or thereabouts and

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Cause 10 Years or thereabouts and the said Carrauk Chetty Kistnamah Naick 5 Years during his life time but this Deponent doth not [illegible] Venelachia Moodelliar and this Deponent hath known James Henry Casamajor from his Infancy and More Saith not to this Interrogatory.

To the fifth Interrogatory this Deponent Saith that he is acquainted with the handwriting of Jas. H. Casamajor Named in these Interrogatories and the Paper writing now produced and Shewn to this Deponent at this the time of his Examination marked with the letter D this Deponent Saith he verily believes the Scrawl of the Proper hand Writing of said Jas. H. Casamajor and the words J. H. Casamajor Set and Subscribed thereto are also this Deponent Verily believes the Handwriting of Jas. H. Casamajor and more Saith not to this or the Last Interrogatory. Thomas Pouney

Rich.d Deighton
Exam.r

Mayor's Court at Madraspatnam

Between Vengy Ramah Naick Compl.t and William Sydenham and James Call Adm.rs of the Estate and Effects of the late Carrauk Chetty Kistnamah Naick Deceased are the Defendants.

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and before the

[illegible] Vincatachia Moodelliar [illegible] Deeds [illegible]
[illegible] Caunah Chitty [illegible] Deponent
[illegible]
[illegible] the Deponent
[illegible] Payment [illegible]
[illegible] Vincatachia Moodelliar
[illegible] Deponent [illegible] the Deponent [illegible]
[illegible]
the Next Day [illegible] the Afternoon the Deponent [illegible]
Narrain Pillah [illegible] Vincatachia Moodelliar [illegible]
Caunah Chitty House and the Deponent [illegible]
in his own hand writing which was Signed by Vincatachia
and the Deponent [illegible] Agreement [illegible]
Pillah and [illegible]
time the Deponent and Caunah Chitty Kistnamah Naick [illegible]
[illegible] Vincatachia Moodelliar [illegible]
Moodelliar [illegible] Vincatachia Moodelliar
the Mortgage to Ramah Naick [illegible] he had [illegible]
his [illegible] Deponent [illegible]
[illegible] the same Caunah Chitty Kistnamah Naick
[illegible] Agreement and that the Deponent [illegible]
[illegible] being taken [illegible] Deponent
[illegible]

---

that After Vincatachia Moodelliar had Deemed of this Mortgage that the Should Immediately be Came Subject to the Payment in all of the Complainants Debts in preference to any other Claim whatever and the Other Person Present were all of the same opinion and more Saith not to this or the last Interrogatory.—

Richd Leighton
Examr

Jayhap

Mayor's Court at Madraspatnam

Between Vuny Ramah Naick Complt and James Call and William Sydenham Administrators of the Estate and Effects of Caunah Chitty Kistnamah Naick Deceased Deft

On the Part of the Complt

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

Sirrum Coopah Chitty of Madras Merchant Aged 66 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 31st Day of January 1781 Signified at the Office of Mr Ellis who is Attorney for the Deft by his serving my Servant who also left him a Notice of the Name Title and place of Abode of the said Deponent and Afterwards on the same Day being Sworn and Examined Deposeth as followeth—

1st To the First Interrogatory this Deponent Saith that he doth know the Complainant Vuny Ramah Naick in this Cause and that he hath so known him Seven Years or thereabouts and doth he doth know the Defendant William Sydenham in this Cause and that he hath so known him

& Deceased Cavanah Chitty from the Defendant Vencatachea Moodeliar

15 Years or thereabouts and knows [illegible] Defendant

And More saith Not to the Interrogatory

6th To the Sixth Interrogatory this Deponent Saith that he hath heard the Deceased Cavanah Chitty and likewise from Vencatachea Moodeliar that the before Named Deceased gave a Mortgage to the said Vencatachea Moodelliar upon Certain Houses and Grounds and that [illegible] and after granting said Mortgage Cavanah Chitty [illegible] of the Complainant [illegible] the Same [illegible] Agreed [illegible] the Complainant [illegible] the Deponent [illegible] Payment of the Complainant [illegible] Chitty for the Payment of the said Sum [illegible] from time to time and Afterwards the Complainant [illegible] Money lent to the said Deceased Cavanah Chitty and the Deceased [illegible] and that the [illegible] Vencatachea Moodelliar [illegible] by the Complainant and Agreement [illegible] Complainant to Sell the Premises then Mortgaged to Vencatachea Moodelliar and After the Complainant had Satisfied Vencatachea Moodelliar the Demand the [illegible] Immediately appropriated to the Payment of the Complainants Debts and Cavanah Chitty Kistnamah [illegible] Deponent [illegible] Agreement from Vencatachea Moodel[illegible]

Presence of Narrain Pillah and others this Deponent is at this time certain that it was the full intent and Meaning of Cavanah Chitty Kistnamah Naick that the Premises under the Mortgage to Vencatachea Moodeliar Should immediately After Payment of the said Vencatachea Moodeliar Debts become Subject to the Discharge of the Complainants Debts in preference to Any other Claim whatever and More saith not to the last Interrogatory [illegible]

Richd Dighton
Examr

Mayor's Court at Madraspatnam

Between Verry Ramah Naick Complainant and William Sydenham and James Call Administrators to the Estate and Effects of the late Cavanah Chitty Kistnamah Naick Deceased Defendants

On the Part of the Complainant

Subbarayah Court Interpreter Aged 23 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 5th Day of February 1781 Signified at the Office of Mr Ellis who is Attorney for the Defendants by him using my Servant who also left with him Note of this Name Title and place of abode of the said Deponent and Afterwards on the Same Day been Sworn and Examined his Deposition as followeth

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant Verry Ramah Naick and that he hath so known him four Years or thereabouts and that he doth know one of the

Deponent William Sydenham and that he hath so known him [illegible] years or thereabouts and James Call 8 years or thereabouts and that he hath known the Deceased Cawnah Chitty Kistnamah Naick for [illegible] years during his life time and that he doth know Vencatachie Moodelliar the Com[illegible] and that he hath so known him four years or thereabouts and that he doth know [illegible] Conmajee and that he hath [illegible] hath so known him 6 years or thereabouts and more saith not to this Interrogatory

4. To the 4th Interrogatory this Deponent saith that he is a sworn Interpreter appointed by and belonging to the Honble the Mayors Court and on producing and Shewing to him at the time of his Examination the Paper Writing Marked and Numbered respectively with the letter A. N°2 and the letter B. N°2 and the letter C. N°2 this Deponent saith that the Paper writing Marked A. N°2 is a true Translation from the Gentoo Language of the Paper Writing marked with the letter A. N°1 and purporting a Bond the amount of three thousand Pagodas given by Cawnah Chitty Kistnamah Naick to Very Ramah Naick and the Paper Writing Marked B. N°2 is a true Translation from the Gentoo Language of the Paper writing Marked B. N°1 and which is a Bond to the amount of fourteen thousand Pagodas given by Cawnah Chitty to Very Ramah Naick and the Paper writing Marked C. N°2 is a true Translation of the Malabar language to English and purporting to be a Declaration or Agreement from Vencatachie Moodelliar therein named to the said Very Ramah Naick respecting and concerning the several Sums mentioned as payable by the several Bonds and the D[illegible]

Paper Writings so shewn to him at this the time of his Examination are each of them respectively a true Translation from their respective Originals as aforesaid Marked and Numbered and more saith not to this or the last Interrogatory

Satarayam

Richd Dighton
Examr

Mayors Court at Madraspatnam — Tuesday the 13th Day of March Anno Domini 1781

Present
Benjn Roebuck Esquire Mayor
William Webb and Robert Hughes
Aldermen

Between Very Ramah Naick of Madras Inhabitant Complainant and William Sydenham and James Call Administrators of the Estate and Effects of the late Cawnah Chitty Kistnamah Naick Deceased Defendant

This Cause Comming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill and the Copies of an annexed Several Translations of the Several Bonds Copy of an Agreement and Copy of a Declaration Annexed the Defendants Answer The Replication The Rejoinder the

Interrogatories and Depositions on the Part of the Complainant with the Exhibits Marked ABC&D [illegible] on Hearing the Pleadings Made Use of by the Attorneys on both Sides [illegible] This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendants do pay unto the Complainant Out of the Estate and Effects of Conmah Chetty Kistnamah Naick Deceased the full and Just Sum of Seven Thousand [illegible] Hundred and thirty Pagodas Pagodas (79.30.) . . . [illegible] with such Interest as [illegible] Shall hereafter Decree [illegible] untill full Payment [illegible] the Complainant [illegible] Sale of the Premises [illegible] Mortgaged to Captain Robert Gibbon [illegible] Costs of Suit to be paid Out of the Estate of Conmah Chetty Kistnamah Naick Deceased

Vera

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Joseph [illegible] of Madras Merchant That Joseph Kingsmill late Master of the Ship [illegible] unto your Orator in the [illegible]

Fifty six Pagodas Nine fanams and Nineteen Cash Current Money of Madras which at the Rate of Eight Shillings for every Pagoda Makes lawfull Money of Great Britain two thousand four hundred And Seventy two Pounds Ten Shillings or thereabouts as by the Copies of two Several Bills of lading and Account hereunto Annexed and Prayed by your Orator to be taken as part of this your Orators Bill of Complaint doth Appear the Originals whereof are in your Orators Possession and Ready to be produced when Required. For your Orator Sheweth that whereas your Orator Sometime in the Month of May last past which was in the Year 1780 having Occasion to Send a Sum of Money in Specie Amounting to two thousand three Swamy Pagodas to a place Called Masulipatnam to the Northward of Madras he did Apply to One Joseph Kingsmill Commander of a Certain Ship the Fanny at that time lying at Anchor in Madras Road and by him the said Joseph Kingsmill published and Notified to be bound to the said place of Masulipatam and your Orator Sheweth that the said Joseph Kingsmill did undertake to Carry the said Sum of Money or two thousand three Swamy Pagodas on Board the said Ship the Fanny to Masulipatam aforesaid upon the freight by them at the said time Agreed upon and to deliver the same to Coja Maut Palaun to whom your Orator had Consigned the same And your Orator Sheweth that he did Accordingly pay into the hands of the said Joseph Kingsmill the Sum of two Thousand three Separately Counted for the purpose aforesaid in Consequence of

Which the said Joseph Kingsmill did Sign and Subscribe his Name unto three Certain Instruments or Bills of Lading (Dated the Eight Day of May which was in the Year 1758 to be [illegible] the other two to Stand Void) therein Acknowledging the Receipt of the said two Thousand three Sammy Pagodas in good Order and Conditioned from your Orator and to have Shipped the Same on Board the Aforesaid Ship the Perry then Riding at Anchor in the Road of Madras and bound for Masulipatnam which said Sum of Money the said Joseph Kingsmill did further thereon Covenant And Agree to pay and deliver at the Aforesaid Port of Masulipatnam (the Dangers of the Seas Only Excepted) unto the Aforesaid Agent Patnam or to his Assigns he or they paying freight for the Same And your Orator Sheweth that he did Pay unto the hands of the said Kingsmill at the Same time of Executing the said Bills of Lading the Sum of Pagodas as and for the freight agreed upon and your Orator Sheweth that he had the Same [illegible] to be [illegible] the Sum of Money [illegible] to the said place of Masulipatnam Sheweth the Sum of three Thousand three Sammy Pagodas and also further Sum of One Thousand Rupees Likewise Consigned to the said Agent at Patnam [illegible] Sum the said Joseph Kingsmill Engaged to Carry and to Deliver at the said place of Masulipatnam aforesaid upon the Conditions aforesaid [illegible]

Pay and Count into the hands of the Said Joseph Kingsmill the Said Sum of three Thousand three Sammy Pagodas One thousand Rupees and the Said Joseph Kingsmill did Acknowledge the Receipt of both the Said Sums of Money from your Orator in hand by three Instruments or Bills of Leading which he the Joseph Kingsmill did Severally Sign and Subscribe his Name the One whereof being Accomplished the other two to Stand Void wherein the Said Joseph Kingsmill did in like Manner as before Mentioned Acknowledge to have Shipped the said three thousand three Sammy Pagodas and one thousand Rupees on Board the Said Ship Perry then Riding at Anchor in the Road of Madras bound for Masulipatam which Sum of three thousand three Sammy Pagodas One thousand Rupees the Said Kingsmill did undertake and Covenant to pay and deliver unto the aforesaid Agent or to his Assigns at the Aforesaid port of Masulipatnam (the Dangers of the Seas Only excepted) he or they paying freight for the Same and your Orator Sheweth that did at the time of Executing the Said Bills of Lading pay unto the Said Kingsmill the Sum of Pagodas Seven and half three Sammy Pagodas and three Rupees as and for the full freight Agreed upon and your Orator Sheweth that he had full Confidence in the fidelity and honesty of the said Joseph Kingsmill fully hoping that he would have gone to the Aforesaid part of Masulipatam and have delivered the aforesaid Sums of [illegible] thousand [illegible] Swamy Pagodas three thousand five Swamy Pagodas One thousand Rupees According to the Aforesaid by your Orator Under pursuance of the Sundry Undertakings and Covenants by him the said Joseph Kingsmill made and entered into by your Orator to the said Joseph Kingsmill having Received the full freight thereof from your Orator but your Orator Should that the said Kingsmill hath Not delivered And paid the Said Sums of two thousand [illegible] Swamy Pagodas three thousand five Swamy Pagodas One thousand Rupees or any part thereof unto the said Cogamaud [illegible] or to his Assigns Nor to Any person or Persons on your Orators Account and did the said Kingsmill go to Masulipatam the aforesaid Covenanted part of his Voyage and destination but on the Contrary and which being Alleged he compelled to [illegible] from his intended [illegible] of Masulipatam by Any Danger of the [illegible] or whether he the said Kingsmill did as your Orator hath been informed go to a place called Coringa at which place your Orator Should that the said Kingsmill pretends that the said two thousand three Swamy Pagodas three thousand [illegible] Swamy Pagodas and One thousand Rupees were lost in the River of Coringa and showing how the Same were lost further that he [illegible] the [illegible] fell [illegible] board at the time that the same were [illegible] to [illegible] Money in the boat [illegible]

lying at Anchor in the said Harbour of Coringa but he has Not Pretended to state Any Cause which could justify his Attempt to Remove the said Money from the said Ship to the said Boat nor does he pretend to Shew that Any means were by him taken to Recover the Same and even were the said Allegation of the said Joseph Kingsmill Respecting the Same true Which your Orator Does Not Conceive to be so but the Contrary your Orator chargeth that the said Kingsmill is Answerable and Responsible to him for the said Several Sums of Money by him as Aforesaid from your Orator by Reason of the said Joseph Kingsmill Not delivering the Same According to the Sundry Covenants and undertaking by him entered into so to do unto the Said Cogamaud at Masulipatam aforesaid your Orator Expressly Charging that the default therefore wholly owing to the said Kingsmill by Two Affidavits Copy of the Translation whereof are hereunto Annexed as well as from other Circumstances which your Orator hopes to prove to this Honble Court and which Copy are Prayed to be taken as part of this Bill of Complaint and your Orator doth therefore Charge that the said Joseph Kingsmill hath kept and Converted the Same to his Own use and whereas your Orator hath frequently and in a friendly Manner Requested the Payment of the Said Sum of Six thousand One hundred and fifty Star Pagodas Nine fanams and Nineteen Cash

But now so it is and May it Please this Honble Court the Said Joseph Kingsmill Obstinately Refuses [illegible] to answer your Orator Any

(193)

Manner of Satisfaction touching the Premises Your Orator Prays such Relief as to this Hon.ble Court shall Appear Agreeable to Equity and good Conscience to the End therefore that the said Joseph Kingsmill may upon his Corporal Oath full true Direct And perfect Answer Make to all And Singular the Matters And things herein before Set forth And Alledged as fully truly And effectually to all Intents and Purposes as if the Same were here Again Repeated and Interrogated and may also particularly Answer and Set forth whether or not the said Joseph Kingsmill was or was Not at the time or times he [illegible] aforesaid Received and undertook the Delivery of the said [illegible] of Money [illegible] as part Owner as well as Commander of the said Ship [illegible] and then intended in the said Ship and that he may set forth by means of any other Person or Persons [illegible] part Owners in the said Ship [illegible] and what [illegible] Respective Share or Shares of such Persons [illegible] the said Ship and that he may be Decreed to pay unto your Orator the Sum of [illegible] Thousand One hundred and fifty five Pagodas And [illegible] And Nineteen Cash with all such Interest as [illegible] shall hereafter become due thereon also all Costs of the Suit

May it Please this Hon.ble Court to Cause the said Joseph Kingsmill to be Summoned and Required by the Sheriff of [illegible]

96. (184)

Defendant herein Personally to be And Appear before this Hon.ble 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

Popham
Atty for Compl.t

This Bill was Shewn to me in the Day of Adjournment and the Complainant having Sworn to the truth of this Bill and that he believes that the Defendant is about to Depart from the Jurisdiction Let a Summons Returnable Immediately And Warrant of Arrest Issue thereon February 13th 1781

T B Roebuck
Mayor

[illegible] the following Seal
(L.S.)
3 bP

Shipped by the Grace of God, in good Order and well Conditioned by [illegible] upon the good Ship called the [illegible] whereof is Master under God for this present Voyage Joseph Kingsmill and now Riding at Anchor in the Road of Madras and by Gods Grace bound for [illegible] to say Three Thousand three [illegible] Pagodas ready Money [illegible] in hand also a Bag Said to Contain One thousand

And are to be delivered in the like good Order and well Conditioned at the aforesaid Port of Masulipatam the Danger of the Seas only excepted unto Mr. Geo. Mant [illegible] or to his Assigns Freight for the said Goods being paid here. In Witness whereof the Master or Purser of the said Ship hath Affirmed to three Bills of Lading all of this Tenor and Date the One of which three Bills being Accomplished the other two to stand void. And so God send the good Ship to her Desired Port in Safety. Dated in Madras 28th Aug 1780.

Joseph Kingsmill

A true Copy

Popham

53

Shipped by the Grace of God in good Order and well Conditioned by Mr. Jos. Mount in and upon the good Ship called the Fancy whereof is Master under God for this Present Voyage Joseph Kingsmill and now Riding at Anchor in the Road of Madras and by God's grace bound for Masulipatam to say Two thousand three hundred Pagodas being Star Pagodas and being marked and Numbered as in the Margin and are to be delivered in the like good Order & well Conditioned at the aforesaid Port of Masulipatam the Danger of the Seas only Excepted unto Mr. Geo. Mant [illegible] or to his Assigns he or they paying Freight for the said Goods being paid here. In Witness whereof the Master or Purser of the said Ship hath affirmed to three Bills of Lading all of this Tenor and Date the One of which three

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two to Stand void. And so God send the good Ship to her Desired Port in Safety

Dated in Madras 28th Aug 1780

Joseph Kingsmill

A true Copy

Popham

Dr Joseph Kingsmill in Account with Joseph Marriott & Co. Cr

To Five thousand [illegible] Current Pagodas which at the Rate of One hundred & Eight Star Pagodas for every One hundred & three Current Pagodas Makes in Star Pagodas to the Amount of	5400			By Ballance	6156	9	19
To One Thousand Rupees which at three hundred and Sixty five Rupees for every hundred Star Pagodas Amount to	273	10	67				
13 To Interest on Ditto from May 28th 1780 to February 13th 1781 is 8m 15d @ 12 p C	482	11	32				
Pagodas	6156	9	19	Pagodas	6156	9	19

Madras 13th February 1781

Errors Excepted

p Joseph Marriott

The Deposition of [illegible] Serangs [illegible] and [illegible] Lascars of the Ship [illegible] Captain [illegible] Commander — Dated at Vizagapatam July 12th 1788

That at the time the said Ship took on her Cargo in the Road of Madras several Merchants Shipped on Board [illegible] Chests of Liquor Bales of Silk Pieces of [illegible] Two Chests of [illegible] and One Chest of Pagodas [illegible] the Space of One Month and fifteen Days [illegible] Road She lost two Anchors and [illegible] Coming on Board [illegible] a Pinnace from a Vessell belonging to the Island of [illegible] in Order to look for them and after [illegible] Days without being able to find Any Two Lascars [illegible] Ordered to go in the Pinnace and Return her to the said Vessell [illegible] Return [illegible] waited some time [illegible] about 11 o'Clock [illegible] being at Dinner the Cable parted whereupon he Ordered [illegible] Sail but in Stead of the [illegible] at Vizagapatam of the [illegible] Voyage / She Stood to the Road of [illegible] and anchored in Eight fathom Water where She Remained that Night and [illegible] Next Day to the Road of [illegible] three o'Clock in the Afternoon [illegible] fathom Water [illegible] the Sails and put things in Order [illegible] which the Captain went a Shore [illegible] Two Days the Next Day [illegible]

the Serang or Mogul Merchants went on Shore leaving behind the Goods belonging to the Armenian Merchants Four Days after there Wind blew Very Strong from the Eastward and the Serang requested the Mates Permission to Carry the Ship into the River urging that She Stood in Danger and had on board Bales of Silk Pipes of Liquor Chests of Treasure And Valuable Effects whereupon the Mate gave his Consent & the Serang pursuantly took the Ship into the River when he dropped Anchor the Captn Came to the River Side and Called for a Pinnace the Serang took the Pilots Dingey which was then a long Side of the Ship and went on Shore but the Captn fell in a Passion with the Serang and struck him Two Slaps on the face for bringing the Vessell into the River Without his Order then Came on board and was very Angry both with the Mate & Lascars Ordering them to heave up the Anchor and take back the Vessell into the Roads and to Ride at Anchor in three fathom Water directing the Mate at the Same time come to him after he had Done what was ordered Agreeable to which the Mate went on Shore after doing as above but before he left the Ship he Ordered One [illegible] a Servant to three Mogul Merchants to Lye on the Chest of Pagodas in the Cabin — The Captn Ordered the mate away to Jagganautapore and Came on Board ensuing day when he caused Sundry Goods to be put into two Pinnaces and fastened them to the Ship and which he Remained three Days and in the meantime [illegible] of the Pinnaces where One Day he buried a Leathern half Bucket under the Ballast Near the Pump Well from whence

he [illegible] and [illegible] towards the [illegible] [illegible] before that the
Deponents knew what it contained He kept it there [illegible] employed from
Morning untill half an hour after 12 o'Clock whilst he was in the Cabin
with a lighted Candle taking up his Books after which he came up and
locked the Cabin Door and before he went the Deponents [illegible] of the
Vessel the Carpenter [illegible] after taking down the Top [illegible]
Masts &c Adding that he would walk them from the [illegible] Vessel
got into the Pinnace While the [illegible] Deponents [illegible]
Smoke Coming from under Deck [illegible]
into the Cabin and found Some Cotton [illegible] which [illegible]
Bottom in a Blaze which they Attempted to Extinguish [illegible] a Cask
of fresh Water but to knew purpose they Next Sacked Down [illegible]
the Pump Well [illegible] effectually but [illegible]
Captain came on Board and desired that [illegible]
were Some Bags of Powder in that [illegible]
informed him that there was no Danger [illegible]
but they forgot [illegible]
the Cock [illegible]
for [illegible]
came upon Deck Ordered the Chests of Treasure [illegible]
dingly the two Chests of [illegible] Deponents brought on Deck and [illegible]
he asking for the Leathern half Bucket [illegible]
him by One Person he Afterwards [illegible]

to be Carried into the Pinnace and the Syrang [illegible] and Some Lascars
to go in on which being Complyed with he Came in himself and directed the
Pinnace to be Steered into the River and After they had got in he said that
the Leathern Half Bucket fell Over Board at Sea On enquiring what it
contained he told them that there was five thousand Pagodas and
two thousand Rupees in it after the Boats Crew had landed the
Chests a Shore they Returned on board and Commanded the Crews
to Look after the Ship who were known of it before For five Days
After this with Much difficulty and labour they Warped up the Vessell
into the River and landed every thing on Board when she was
found or brought to lye Dry ground — the Aforegoing is what these
Deponents know that they further Saith that they did not see the
said Bucket go over Board and that they were Carried before Mr
Hamilton at Pettapolly to declare what they they know and
that they Consequently declared in Writing to the Above purport

A true Translation from the
Original Gentoo &c
John Quintell

Caneotalu Narso
Weeshala Iyapah
The Mark of Badapilla Narso

The Above Deposition sworn to and Signed
before me by the Deponents this 2d Day of September 1780
Masulipatam
Edward Cotsford
Chief

A true Copy
Popham

Poupait Myapah Lascar [illegible] Saith that he was Lascar on board the [illegible] Ship Whereof Joseph Kingsmill was Commander that the Ship Sailed from Madras Roads [illegible] for [illegible] in the Month of June last for [illegible] England [illegible] went [illegible] that After the said Ship [illegible] Masulipatam the said Joseph Kingsmill [illegible] having lost [illegible] Anchor but that he Meant [illegible] for Coringa And Accordingly the Ship was Steered to Coringa and that the [illegible] her Arrival at Coringa Roads the said Joseph Kingsmill [illegible] there and Sent [illegible] the Small Boats [illegible] Goods that were in the said Ship which this Deponent and the Other Lascars did Accordingly [illegible] Afterwards when the said Joseph Kingsmill [illegible] Deponent and the Other Lascars and the [illegible] Need to open the [illegible] and therefore the [illegible] Chief Mate of the said Ship [illegible] Ship for that purpose [illegible] Carried the said Ship to the River [illegible] Kingsmill Called to the Lascars from the Shore [illegible] and After having [illegible] his Anger that the Ship [illegible] in the River ordered the Ship Mate and [illegible] Ship to [illegible] until [illegible] the said Ship Mate [illegible] he Ordered [illegible] Saith that when the said Ship

he gave Order in the Presence of this Deponent And Other Lascars to One Peon that was in the Ship to take care of the Chest then in the Cabin as it Contained Money And this Deponent Saith that he believes it Contained the Money of an Armenian Merchant at Madras as it was the Same Chest which was brought on Board from Madras and when Shipped on Board the Persons in the whose Charge it was Said in the hearing of this Deponent that it Contained the Money of an Armenian and the said Person Delivered it the Charge of the Chief Mate — this Deponent further Saith that on the Second Day after the said Ship mate went on Shore at Coringa the said Joseph Kingsmill Came on board at about Eight o'Clock in the Morning and Ordered the Sea Men and Lascars with this Deponent to put in proper ~~board~~ Order all the Tutenague which was Lying Round the Pump when they on half Bucket made of Leather lying near the Pump — this Deponent further Saith that on the Next Day and at about half Past Six o'Clock in the Morning the said Kingsmill Ordered this Deponent as well as all the Rest of the Crew to go on Deck and on no Account whatsoever to Come below but to work upon Deck and About the Rigging and to lower the Top Masts as he Meant to Proceed into the River about which work this Deponent he and the Rest of the Crew were employed almost the whole Day and this Deponent Saith that when the said Ship went before into the River under the Command of of the said Ship Mate Masts were Not lowered nor did it Appear to this Deponent or to the Rest of the Crew to be Necessary to Do whom this Deponent [illegible]

Candle into his Cabin with the [illegible] this Deponent [illegible]

in the said Cabin and that the said Joseph [illegible]

Windows this Deponent further Saith that [illegible]

went upon Deck and [illegible]

[illegible]

[illegible] this Deponent [illegible]

[illegible]

then the said Ship [illegible] from Deck [illegible]

went and [illegible] this Deponent [illegible]

After then Assisted a [illegible]

went and the [illegible]

under the Cabin where some [illegible]

Matters were [illegible]

Pumping the Ship this Deponent [illegible]

the Bottom of [illegible]

[illegible]

then this Deponent and the [illegible]

[illegible]

[illegible]

[illegible]

[illegible] this Deponent [illegible]

[illegible]

Deponent [illegible]

[illegible]

brought to the Cabin [illegible]

some Lost and that the Bags of Powder which were so found under the Cabin were some of the Bags which were before in the said Chest this Deponent further Saith that on the said Kingsmill Coming on Board the Hatchet And Cut at the Cable and on one Stroke half Cut it through whereupon the Cook of the Ship threw himself at his Feet and prayed him Not to do so for the [illegible] and they Should Kill them [illegible] and then Offered the Crew some Brandy which they Refused and they all fell a Crying this Deponent further Saith that Joseph Kingsmill then Ordered up from the hold two Chests of Treasure which this Deponent was informed by the said Kingsmill belonged to A Moorman and which were left in charge of the Crew and had Buoys fastened to them and when they put into the Pinnace he Ordered a Bucket which was in the Ground at the bottom of the Ship to be brought up which was done Accordingly this Deponent Saith that the said Bucket had no Buoy fastened to it and that it Measured about Twelve Inches high was of a Round form and about Six Inches across and that it was the same Bucket which he had before seen Near the Pump when the [illegible] and that the Place which it was then taken from was on the other side of the said two Chests of Treasure and at a Considerable Distance from the Pump then this Deponent saith that after the said two Chests of Treasure and the Bucket had been hoisted up the said Kingsmill Ordered the Luany Sarang [illegible] and two Lascars to go on board the Pinnace which they did Accordingly and they rowed in Shore together this Deponent further saith that the said Luany [illegible] Lascar told this Deponent that the

said Money it had be found there after he had [illegible] on shore [illegible]
Boat [illegible] which the [illegible] Money [illegible] placed [illegible]
and that the said Money it having [illegible]
this Deponent the [illegible] to the Ship and the Same [illegible]
immediately [illegible] the said Day he [illegible]
[illegible] four Days [illegible]
this Deponent the Same according to the [illegible] have Sworn

Sworn before me at Madras
this 13th Day of February 1781
B. Roebuck
Mayor

A true Translation as the same was [illegible]
from the Original in the Gentoo Language
[illegible] Interpreter

[illegible] 13th Feby 1781

A true Copy
[illegible]

The Demurrer of [illegible]
[illegible] Defendant to the Bill of Complaint of [illegible]
[illegible]

This said Defendant by Protestation not confessing or
acknowledging all or any of the matters or things [illegible]
And Complainant [illegible]
and thereby [illegible]
that the Complainant [illegible] of the Bill of Complaint [illegible]
Money [illegible]
[illegible]

Masulipatam which the Bill of Complaint Charges that the Defendant hath not delivered to the Complainant or his Assigns pursuant to the Bill of Lading signed and given by the Defendant pay or deliver to the Specie unto the Assigns of of the Complainant Nor did he go to Masulipatam but that without Any Necessity voted that the Defendant went to Coringa and there left the said Specie of the Complainant by the same falling overboard at the time he the Defendant was endeavouring to put the said Money into a Boat at the Side of the said Ship the Tanny then at anchor in Coringa that the Defendant did Not Pretend to State Any Cause which could justify his Attempt to Remove the said Money from the said Ship to the Boat that the Defendant that the Defendant was Answerable & Responsible to him the Complainant for the said Specie on Account of his the Defendant Not delivering the same According to the Bill of Lading and fault therefore was Owing to the said Defendant as appeared by two Affidavits Copys whereof were Annexed to the Bill of Compl.t And which he the said Complainant prayed Might be taken as Part of his Bill of Complaint and therefore the Defendant was Charged with having Kept And Converted the said Specie to his own Use the said Defendant Says as the Real Cause for his Demurring is that it Appears from the Complainant's Own Shewing that his Charge by him brought Agt. is had he the Compl.t says founded on two Affidavits or Depositions Made in the Gentoo Language Copys from the Translation of which when annexed to or Exhibited in his Bill of Compl.t which the Deft. says are out of place and irregular Because these Depositions or Declaration

of

[illegible] Matter of Evidence Against the [illegible]
of the Bill of Complaint [illegible]
between the Deposition or Declaration [illegible]
[illegible]
[illegible]
[illegible] Deposition [illegible]
[illegible]
[illegible] Deposition [illegible]
[illegible]
[illegible]
that Such Deposition [illegible]
[illegible]
[illegible] Deposition [illegible]
[illegible]
the Eighth of September [illegible]
and the Deposition [illegible]
[illegible]
[illegible]
[illegible]
[illegible] the Defendant
[illegible]
[illegible]
[illegible] the Bill of Complaint [illegible]
And Ought Not to be [illegible]

the Matter Charged by the Bill of Complaint Ought to be Proved by Evidence but as the Matter Now Stands a Deposition or Declaration purposely made Cut Undenominated as is Evident from the Date of the last Affidavit being the thirtieth instant to Serve as a Specious pretence of bringing an Action Agt. the Defendant which if Allowed breaks through every Order And Rule made for the better Regulating and Carrying on of Proceedings in the Several of Proceedings in the Several Courts of Records the Said Defendant further Says that there were no Precedents either in law or Equity that Warrant the Exhibiting of Such Made And Sumary Declaration or Depositions they Are no Deeds or Agreements fixed or Certain they Are not Equal to bear Any Evidence the Parties Depositions now Stands for want of Veracity nor Can they be Cross Examined by the Defendant in the Course of Evidence a Benefit preserved in the Several Courts of Records to the Parties Litigant the Defendant further Says that by the mode of Proceeding on the Complainant it Appears Evident that the Complainant wants to Create a Certain foundation for the bringing of his Action Agt. the Defdt which if Admitted of by the Defendant would be Contrary to the Rule Laide down in the making Affidavits which is General that when Any Motion or Petition is made that is not out of Course an affidavit of the Fact Alledged is Necessary And Not Any of the Merits of the Cause in the Order of the High of Chancery it is there said no Affidavit Shall be Read in evidence at the hearing of a Cause though it Shall be read upon Motions for an Affidavit is not to be taken or Admitted tending to the Proof or Disproof of the title or matter
in

in Question touching the Merit of the Cause [illegible]

be lawfully Declared [illegible] of the [illegible]

And saveth the Cause [illegible] Defendant [illegible] Demurrer to [illegible]

Complainants Bill of Complaint and all the Matters and [illegible]

therein Contained and humbly demands the Judgment of the [illegible]

whether he Shall be Compelled to [illegible] any further Answer

And prays hence to be Dismissed with his Costs in this behalf

wrongfully sustained.

Filed 13th March 1781

Chas Bromley
Atty Defendant

The Rejoinder of [illegible]

[illegible] Defendant [illegible] Demurrer

[illegible]

The said Complainant [illegible]

Charges Made [illegible] by the said Defendant [illegible]

Bill of Complaint of the said Complainant [illegible]

whole Demurrer and [illegible]

Set forth Being [illegible]

in Question in the [illegible]

as far as the said Demurrer [illegible]

Demurrable [illegible]

whereto the said Defendant [illegible]

Contained Demurrer [illegible]

Defendant which the Defendant [illegible]

Speaks to as the Seat for his Demurring otherwise than as the said Affidavits may have been thought Proper to Support this Complainants Right to Hold the Defendant to Bail and the said Complainant by Way of Further Rejoinder saith that this Cause of Complaint was Not founded on the said two Affidavits or on any Matter or thing therein further than as the same was Necessary for the Reason Aforesaid for the Bill of Complaint states the Delivery of the Specie and the Bills of Loading given for the same and the Promises and undertakings of the Defendant under by Virtue of the said Bill of Loading to Deliver the Specie therein Set forth to wit three thousand three Swamy Pagodas and One thousand Rupees Mentioned in one Bill of Loading and two thousand three Swamy Pagodas Mentioned in another Bill of Loading at the Port of Masulipatam the Danger of the Seas Only Excepted unto Mr Cojamaul Pateemar to his Assigns and the said Bill of Complaint then states the Defendant went to Coringa without Calling at the said Port of Masulipatam and that the said Specie was Not delivered to the said Cojamaul Pateemar to his Assigns According to the Tenor of the said Bills of Loading the Complainant then charged the said Defendant with having made default in the Promises by Passing the said Destined port of Masulipatam without having been Obliged or Compelled to vary or deviate from his Destined Port of Masulipatam by Any Danger of the Sea wind or weather and this Complainant Also Chargeth the said Complainant with having made Default

[illegible]

To hold to support the Same to the Satisfaction of this Hon'ble Court by the Testimony of Witness taken in due from this Complainants saith that the Defendant hath Equal Right with this Complainant to Cross Examine such Persons as appear on the Part of this Complainant and to have the Benefit of their Testimoney on Any Points Material to the Defendants Defence For which Reasons this Complainant humbly Submits that the Demurrer of the Defendant is in Sufficient in the Law and therefore the Complainants Prays that the said Demurrer be Dismissed with Exemplary Costs and that a Day assigned to the Defendant to put his Answer —

Popham
Att. Compl.

Extract from the Minutes of a Court Held at Town Hall on Tuesday the 20th March Anno Domini 1781

Present

Benjamin Roebuck Esqr. Mayor
James Call and Thomas Cooper
Aldermen

Joseph Marrott
vs
Joseph Kingsmill

Bill made
Demurrer Read

The Demurrer and Rejoinder coming on to be heard and determined this Day in the Presence of the Attorneys on both Sides, reading the Complainants Bill and Exhibits Annexed, the Defendants Answer, The Rejoinder, On Hearing the Pleadings and Arguments Made Use of by the Attorneys and on Mature Consideration had thereon, The Court are of Opinion that the Plea Made Use of by the Defendant in his Demurrer is not [illegible]. This Court doth therefore think fit to Order and doth Accordingly Order that the Demurrer be Overruled and that the Defendant be put upon his Answer. [illegible] Days given the Defendant to file his 3d Answer to the Complainants Bill in the [illegible] of which [illegible] for the Complainant.

J. Alex. [illegible]

Filed the 21st March 1781

To the Honble the Mayor's Court at Madrasspatnam

Humbly Complaining Sheweth unto [illegible] your Orator [illegible] of Madras Inhabitant [illegible] the Sum of Eight Hundred Pagodas [illegible]

---

in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of three hundred and twenty Pounds As will More fully and at large Appear by a Copy of a Bond or Obligation and a Mortgage hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be Admitted as part of this his Bill of Complaint the Originals whereof are in your Orator Custody And Ready to be produced for the Inspection of this Honble Court if Required and your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Required the Payment of the said Sum of Eight hundred Pagodas.

But now so it is May it Please this Honble Court the said Antha Veerapermaul 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 Antha Veerapermaul May upon his Corporal Oath full true Direct and perfect Answer Make to All and Singular the Matters And things herein before Set forth And Alledged as fully truly and Effectually to all Intents and purposes as if the Same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto your Orator the Aforesaid Sum of Eight Hundred 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 Antha Veeramaul to be Summoned and Required by the Sheriff of Said Court [illegible] Sum of [illegible] and the Defendant [illegible] to be and Appear before the Hon.ble Court [illegible] Court Present and Appeared [illegible] to Answer [illegible] Complaint and further to Stand to Abide [illegible] as this Hon.ble Court Shall Seem Meet.

24th March 1788.

John Sykes

The Bill was Shewn to the [illegible] the Day of Adjournment [illegible] Returnable Next Court Day

B. Roebuck
Mayor

Know all Men by these Presents [illegible]

Whereas the Above bound [illegible] of the Above Named John [illegible] the full and Just [illegible]

---

to Lawful Interest at the Rate of 12 p Cent p Annum payable in four Months from date hereof.

Now the Condition of this Obligation is such that if the Above bound Auttha Veerapermal his heirs Executors Administrators or Assigns the full and Just Sum of Eight Hundred Pagodas together with Such Interest as Shall or may become due thereupon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue.

Signed Sealed and delivered [illegible] (L.S.)

[illegible] Stamped Papers to be had

in Presence of

A true Copy John Sykes

Whereas I the Said Auttha Veerapermaul have borrowed and Received of the within Named John Sawn the full Sum of Eight hundred Pagodas which was done toward the Discharging of Quntalah Ravanah Naicke Debt due to Benjamin Roebuck Esq.r and the Said Auttha Veerapermaul for the better Securing the Payment of the Sum of Eight Hundred Pagodas to the Said John Sawn do by these Presents Mortgage Assign and Set over unto the Said John Sawn his Heirs &ca a House and Ground Situated in Trepliecane Also the Privileges of the Country called Tondalam together with their Revenues & the Property of the Said Quntalah Ravanah Naick as appear by the Title Deeds thereof Now delivered to the Said John Sawn In Testimony whereof I have hereunto Set my hand & Seal the Day & and year within Written.

Witness

A true Copy

Mayor's Court at
Madraspatnam

Tuesday the [illegible] of April
Anno Domini 17[illegible]

Present

Benjamin Roebuck Esq.r Mayor

Edw.d John Holland & Edw.d Garrett

Aldermen

Between [illegible]
[illegible] Complainant [illegible]
of the [illegible]

The Defendant [illegible]
the [illegible] of the Complainant [illegible]
[illegible] Decreed
[illegible] the Defendant [illegible]
said Sum of Eight hundred Pagodas [illegible]
with all such Interest as now is [illegible]
[illegible]

Filed 3 [illegible]

Plea

To the Honble the Mayor
Court at [illegible]
Humbly [illegible]

your Orator [illegible] of Madras Inhabitant that John Allison of the same place Inhabitant stands Indebted unto your Orator in the full and Just Sum of Fifty Pagodas and Eighteen fanams Current Money of Madras Making in Sterling Money Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Pounds three Shillings and Seven Pence or thereabouts as will More fully and at large Appear by an Account Current hereunto Annexed for the Inspection of this Honble Court and which your Orator prayeth may be Admitted as part of this his Bill of Complaint and your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said John Allison

But now so it is May it Please this Honble Court the said John Allison Obstinately and unjustly 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 John Allison may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore Setforth and Alledged as fully truely and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Fifty Pagodas eighteen fanams with all such Interest as now is or Shall hereafter become due thereon with all Costs of this Suit

May it Please this Honble Court to Cause the said John Allison to be Summoned and Required by the Sheriff of Fort Saint George

[illegible] of Sadraspatam and the Dutch being [illegible]
[illegible] before the Honble Court [illegible]
Honble Court [illegible]
Bill of Complainant [illegible]
and Done [illegible] Honble Court [illegible]

John [illegible]

Dr. John Allison [illegible] Pandaram Cr.

[illegible]	To the amount of [illegible]	[illegible]	[illegible]	By [illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	By [illegible]	[illegible]
	[illegible]	[illegible]		By Balance [illegible]	[illegible]
	Pagodas	[illegible]		Pagodas	[illegible]

Fort St George 13 [illegible] 1731.

Mayor's Court at Madraspatnam — Tuesday the 27th Day of March Anno Domini 1731

Present

Benjn. Roebuck Esquire Mayor

Edwd. John Holland and Edwd. Garrow Aldermen.

Between Pandaram of Madras Inhabitant Complainant and John Allison of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainants Bill which he has Neglected Doing this Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and Just Sum of fifty Pagodas and Eighteen Fanams or Pags 50. 18 - together with all Such Interest as Now is or Shall hereafter become due thereon untill full Payment be made Also all Costs of this Suit

p Curr.

Filed the 27th March 17[illegible]

To the Worshipful the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto your Worships your Orator [illegible] Madras Esq^r that [illegible] unto your Orator the full and just Sum of two thousand Nine hundred forty Nine Pagodas thirty One fanams and forty Cash [illegible] in Sterling Money of Great Britain at the Rate of [illegible] for every Pagoda the Sum of One thousand [illegible] Pagodas Eighteen Shillings [illegible] Large Appear by the Copy of an Account [illegible] hereunto Annexed for the Inspection of the Hon^ble Court and [illegible] by your Orator to be taken as part of this his Bill of Complaint and your Orator further Sheweth unto this Hon^ble Court that he hath frequently and in a friendly Manner Requested the [illegible] Payment of the said Sum of two thousand Nine hundred and forty Nine Pagodas [illegible] One fanams and forty Cash.

[illegible] [illegible] the Hon^ble Court the said Dedy Vencataraylee [illegible] [illegible] [illegible] satisfaction touching the [illegible]

Such as to this Hon^ble Court Shall Appear Agreeable to Equity and good Conscience to the End therefore that the said Dedy Vencata Raylee may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and effectually to all Intents and purposes as if the same were here Again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of two thousand Nine hundred and forty Nine Pagodas thirty One fanams and forty Cash with all such Interest as now is or Shall hereafter become due thereon untill full payment be made Also all Costs of this Suit

May it Please this Hon^ble Court to Cause the said Dedy Vencataraylee 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 Hon^ble Court at a Certain time and Place to be by this Hon^ble Court prefixed and Appointed then and 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.

Popham
Att^y Compl^t

(213)

Dr. Deddy Vencata Royaloo in Account with Seenarapuram Soobarayaloo Chitty Cr.

1779 July	25	To the Amount of Principal on Lachana Chitty Bond ... Paid for the Payment ...	2363	1781 March 25	By Balance ... [illegible]
1781 March	25	To 21 Months Interest at 1 p Cent ... [illegible]	583 1		
		Pagodas	2946 31 ...		Pagodas [illegible]

Madras March 25 1781

E E

[illegible] Copy

To all People to whom these Presents shall come Greeting Whereas Deddy Vencata Royaloo of Madras Inhabitant Stood indebted to Seenarapuram Soobarayaloo Chitty of the Same Place [illegible] the Sum of Two Thousand Nine Hundred and forty Six Pagodas thirty One fanams forty Cash as appears by an Account thereof [illegible] and Signed by the Said Seenarapuram Soobarayaloo [illegible] Doth Affirm [illegible] the Said Seenarapuram Soobarayaloo Chitty for the [illegible]

(214)

Paid by Stephen Popham of Madras Esqr at or before the Sealing and Delivery of these Presents the Receipt whereof he the Said Seenarapuram Soobarayaloo Chitty doth hereby Acknowledge the Said Seenarapuram Soobarayaloo Chitty hath Assigned and Set over and by these Presents doth Assign and Set over unto the Said Stephen Popham as well the Said Account And the Aforesaid Sum so due thereon as all Papers Vouchers appertaining thereto and All Interest due thereon or which may become due thereon and all his Right Title and Interest of in and to the Same and every Part thereof and the Said Seenarapuram for the Consideration aforesaid hath Made Constituted and Appointed the Said Stephen Popham his Executors and Administrators his true and lawfull Attorney and Attornies irrevocable for him and in his Name and in the Name of his Executors and Administrators but for the Sole and Proper Use and benefit of the Said Stephen Popham his Executors Administrators And Assigns to ask Require Demand and Recover of the Said Deddy Vencata Royaloo his Executors administrators the Money due and to become due on the Said Account and on non payment thereof he the Said Stephen Popham his heirs Executors Administrators to Sue for And Recover the Same and on Payment thereof Release the Said Account and every Paper or Voucher concerning the same and give Sufficient Releases and Discharges therefor and [illegible] more Attorney or Attornies under him to Constitute and whatsoever the Stephen Popham or his Attorney or Attornies under

him

(215)

[illegible]

Eighty one

Signed Sealed and Delivered [illegible] in the Presence of

[illegible]

L. S. [illegible]

[illegible]

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112 (216)

Mayor's Court at Madraspatnam — Tuesday the 27th Day of March Anno Domini 1781

Present

Benjn Roebuck Esqr Mayor

Edwd John Holland and Edwd Garrow Aldermen

Between [illegible] by his Attorney Stephen Popham of Madras Esquire Complt and Deddy Vencata Reddy of the same place inhabitant Defendant

The Defendant by his Atty Mr Thomas Jones being in Court and Acknowledging the Justice of the complainants Demand the Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Two Thousand Nine hundred and forty Nine Pagodas thirty One fanams and forty Cash or Pags 2949.31.40 together with all such Interest as are now or shall hereafter become Due thereon until full Payment is made also all Costs of this Suit

A Cur.

Filed the 15 Decr 1777

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining [illegible]
Court your Orator [illegible] by [illegible] Attorney [illegible]
[illegible] Inhabitant [illegible]
[illegible] Chitty of [illegible]
Sum of One Hundred and twenty Seven Pagodas twenty [illegible]
fanams and thirty four Cash [illegible]
in Sterling Money of Great Britain at the Rate of [illegible]
Shillings for every Pagoda the Sum of twenty [illegible]
Shilling and [illegible]
[illegible] Appear by an Account [illegible]
with [illegible] Power of Attorney [illegible]
Honble Court [illegible] your Orator [illegible]
[illegible] part of this [illegible] Bill [illegible]
Power of Attorney [illegible] your Orator [illegible]
[illegible] to be produced [illegible] of this Honble
[illegible] Pagodas [illegible] your Orator [illegible]
Court [illegible]
[illegible]

Chitty of the Sum of One hundred and twenty Seven Pagodas Twenty
Seven fanams and thirty four Cash

But now so it is. May it Please this Honble
Court the said Namacar Cundapah Chitty Obstinately and wilfully
Refuses to Pay the same or to give your Orator Any manner of Satis-
faction touching the Premises your Orator therefore Prays is proper
Relief such as to this Honble Court shall Appear Agreeable to
Equity and good Conscience to the End therefore that the said
Namacar Cundapah Chitty May upon his Corporal Oath
full true direct and perfect Answer make to all and Singular the
Matters and things herein before Setforth and Alledged as
fully truly and Effectually to all Intents and purposes as
if the same were here Again Repeated and particularly Inter-
rogated and that he may be Decreed to Pay unto your Orator
the Aforesaid Sum of One hundred and twenty Seven Pag.
Twenty Seven fanams and thirty four Cash with all such
Interest as is now or Shall hereafter become due thereon also
All Costs of this Suit

May it Please this Honble Court to Cause
the said Namacar Cundapah Chitty to be Summoned and
Required by the Sheriff of Fort Saint George Town of Madras-
patnam and the Districts thereof Personally to Be and

Appear

Whereupon [illegible] this Honble Court [illegible]

Honble Court [illegible]

[illegible] Bill of Complaint [illegible]

and Demurrer to this Honble Court [illegible]

15 Decr 1777

This Bill [illegible]

Day of Appearance [illegible]

[illegible]

[illegible] Mayor

Dr Namacar Candapah Chitty in acct with Armogam Cr

1768 Augt	11	To a Ballance on the Gen Concern	30	-	-	1776 Augt	11	By Cash Received	100	-	-
		To Interest on Ditto from 11th January 68 to the 15th November 1777 is 118m 5d @ 9 p Cent p An	26	24	50			By Interest on Ditto from 11 Augt to the 15 Novr 77 is 15m 29d @ 9 p Cent	11	9	36
1772 Novr	11	To Sundry Charges made to your Father	31	22	60	Septr	11	By Cash Received	100	..	-
		To Interest on Ditto from 11 Novr 72 to the 15 Novr 1777 61m 15d @ 9 p Cent p Annum	14	24	50			By Interest on Do from 11 Sept to the 15 Novem 77 is 14m 5d @ 9 p Cent p An	10	26	20
1775 May	11	To Cash Lent at Sundry times	242	2	-				221	35	56
		To Interest on Ditto from 11th May 75 to the 15 November 77 is 30m 5d @ 9 p Cent p Annum	54	32	10			By Ballance Due	177	27	34
		Pagodas	399	20	10			Pagodas	399	20	10

Fort St George 15th November 1777

Errors Excepted

To all People to Whom these Presents [illegible]

come Greeting Whereas [illegible]

[illegible] 1777 [illegible]

Armogam [illegible]

[illegible]

May appear Now Know Ye that [illegible]

Valuable Consideration [illegible]

[illegible]

[illegible] all the Right Title and Interest [illegible]

[illegible] hath Made Constituted and Appointed [illegible]

[illegible] Make Constitute and Appoint the Said Andrew Moraes [illegible]

his Executors and Administrators [illegible]

and Attorney [illegible]

of his Executors and Administrators [illegible]

Executors [illegible]

Demand and Receive of the Said Namasi Cundapah Chetty his heirs Executors and Administrators the Money due and to become due on the Said Account Current and on non Payment thereof to the Said Andrew Moraes his heirs Executors Admin[illegible] to Sue for and Recover the Same and on Payment thereof to Deliver up the Said Account Current and give Sufficient Releases and Discharges therefor and one or more Attorney or Attorneys under to Constitute and whatsoever the Said Andrew De Moraes or his Attorney or Attornies under him Shall lawfully do in the Premises the Said Armogam doth hereby Allow and Affirm and the Said Armogam doth Covenant with the said Andrew Moraes that he the Said Armogam hath Not Received or will Receive the Said Money Now due and what May become due on the said Account Current or any part thereof Neither Shall or will Release or discharge the Same or Any part thereof but will Confirm And Allow of all lawfull proceedings for the Recovery thereof to the said Andrew Moraes Saving the Said Armogam harmless of and from Any Costs that may happen to him thereby In Witness whereof the Said Armogam hath hereunto Set his Hand and Seal in Madras this 15th Day of November 1777

Signed Sealed and Delivered

when no Stampt Papers to be had

in the Presence of

L S

Filed 22 March 1771

The Answer of [illegible] Chitty [illegible] Defendant to the Bill of Complaint of [illegible] Complainant [illegible]

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 [illegible] Imperfections in the said Complainant's Bill of Complaint [illegible] [illegible] [illegible] [illegible] Bill of Complaint [illegible] [illegible] [illegible] this Defendant [illegible]

Principal and twenty six Pagodas twenty four fanams and fifty Cash as Instead thereon debited this Defendant with for the Gentlemen, is an Erroneous Charge as will hereafter Appear that is to Say he this Defendant and one Andy Narrain Chitty Sometime in the year 1768 Agreed to Provide Mess.rs Pelling and De Fries with Piece Goods for the Goa Market to the Amount of thirty four thousand Pagodas upon their Promise of Allowing a Commission of 5 ⅌ Cent at which time the said Complainant was a Servant to the said Andy Narrain Chitty who intreated both this Defendant and the said Andy Narrain Chitty to allow him Something out of their Commission of Five ⅌ Cent for his Extra Trouble whereupon it was Agreed that the said Andy Narrain Chitty should Allow the said Complainant a Commission of Two ⅌ Cent on Pagodas three hundred and this Defendant the like Commission on Pagodas three hundred Provided the said Mess.rs Pelling and De Fries Should Comply with their said Promise of Allowing the said Andy Narrain Chitty and this Defendant a Commission of Five ⅌ Cent ⅌ Annum on the said Sum of thirty four thousand Pagodas as aforesaid But when all the Goods were Provided and delivered to the said Mess.rs Pelling and de Fries this Defendant and the said Andy Narrain Chitty were Allowed only two and three Quarter ⅌ Cent Commission instead of five ⅌ Cent wherefore the Sum of Eight Pagodas and One Quarter only became due from this Defendant to the said Complainant at and After the Rate of two and three Quarter ⅌ Cent on Pagodas three hundred in Lieu of which said

Sum

[illegible]

the Same being the Ballance that Arose in favor of the Complainant on the Settlement of Accounts in the Year One thousand Seven hundred and Seventy Five and [illegible] Cash but this Defendant at Sundry times and which said Sum or Ballance of 241 Pagodas and Two Fanams this Defendant hath Carried to the Credit of the said Complainant in the said Annexed Account Current and as a further Proof of the said Charges of thirty Pagodas and thirty One Pagodas 22 Fanams and Sixty Cash being false Undersigned this Defendant Avers that had they been true and Just the Same would have been Charged this Defendant when the said Accounts were Settling in the said year 1775 Defendant further saith that with respect to the two Articles of 100 Pagodas each Mentioned on the credit Side of the Account Current Annexed to the said Complainants Bill of Compl.t this Defendant Admits them to be true and Just and which said Sums are Carried to the Debit of the said Complainant in this Defendants Annexed Account Current And this Defendant further Begs Leave to Observe that the said Complainant has Omitted to Credit this Defendant in his said Account Current with the Sum of 6 Pagodas for a Pair of Red Check Handkerchiefs which he received of this Defendant and the said Compl.t has likewise Omitted to Credit this Defendant with the Sum of 65 Pag. 60 Fanams and 60 Cash for Godown Rent on a Third of [illegible] for the Space or Term of 27 Months and 6 Days after the Rate of 3 p.s of a Pag. p. Month wherefore this Defendant hath debited the said Complainant with the the said Sums in this Defendants said Annexed Account Current and this Defendant further prays leave to Observe that it is very Astonishing to him to find that the said Complainant

Should

Dr. Armogam in Account Current With Namacaur Cundapah Chitty Cr.

			Pag.	Fa.	Ca.
1774 July	5	To Jeweram Rent on a Chest of Jems from 30th Apl 1772 to this Day is 27 Months and 6 Days at Pag. 3/4 ℔ Month	65.	16.	60
1775 May	10	To 2 pieces of Check Red Handkerchiefs Sold to you for	4.	-	-
1776 Aug.	16	To Cash paid you in part of the Ballance due as ℔ Credit Side of this Account	100	-	-
Sept.	10	To Ditto Paid you in further part of ditto	100	-	-
			269	16	60
		To Interest on the following Sums from their Respective dates to the 31 January 1778 at 9 ℔ Cent On Pag. 65. 16. 60 for 3y 11m 26d 23. 20. 40 4 " " 2 8 21 - 41 - 100 " " 1 5 15 13. 5. 20 100 " " 1 4 21 12. 32. 30	50.	5	20
		Pag.	319	22	-
		To Ballance Due as ℔ Contra	20	4	40

Madras 31 January 1778

E. E. ℔

			Pag.	Fa.	Ca.
1775 May	10	By Ballance due to you on the Settlement of Accounts this Day Exclusive of Rent due from you on a Chest of Jems and Charged you for in this Account	241	2.	-
		By Interest on Pag. 241. 2. - from 10 May 1775 to 31 Jany 1778 is 2y 8m 21d @ 9 ℔ Ct	58	15	40
			299	17	40
		Pag.	319	22	-

118

Filed 23 Augt 1777

The Amended Replic

[illegible]

This Replicant [illegible]

[illegible]

---

unjustly and falsely Setforth and Stated in the said Defendants Answer
And the Account Current thereunto Annexed or in any other Sum of money
whatever this Replicant further saith he doubts Not to prove in due time
that the Sum of thirty Pagodas Twenty fall and the Sum of 26 Pag:
24 fanams and fifty Cash as Interest is entered therein with which
the said Defendant is Debited in this Replicants Account Current Annexed
to his said Bill of Complaint for the Goa Concern are true and just
Asserts this Replicant Admits that the Defendant and the said Audy Narrain
Chitty did some time in the Year One thousand seven hundred and
Sixty Eight Agree to Provide Messrs Pelling and Co which Piece
Goods for the Goa Market to the Amount of thirty four Thousand
Pagodas upon their Promise of allowing five ℘ Cent Commission
thereon at which time this Replicant Admits that he was so far a
Servant to the said Audy Narrain Chitty as to Stand upon and
Assist him in his Trade or Merchandize but denies to have intreated
either the Defendant or the said Audy Audy Narrain Chitty to
Allow him Something out of their Commission of Five ℘ Cent
for his Extraordinary Trouble but this Replicant Saith that among
the said Piece goods that were to be Provided for the Goa Market
as aforesaid a certain Quality of Piece Goods were to be Provided
commonly called Vantay Pollam Red Handkerchiefs to
Amount of One thousand five hundred Pagodas and which
this Replicant offered to Provide for Commission of 5 ℘ Cent
which was Agreed by and between this Replicant the said
Defendant

[illegible]

Each Whether Messrs Pillings and Frue Should Allow them their full Commission
or not as aforesaid But this Replicant Saith that the Goods so Provided and
Delivered by the Defendant and Audy Narrain Chitty to Messrs Pilling
and de Frue proving Inferior to the Samples upon the Examination
of a Number of Merchants Skilfull in trade an Abatement of Certain
P Cent was made in the Principal Sum or Amount of the Said Contract
And Nothing was abated in or deducted from thence the Said Defendant
Audy Narrain Chittys Commission of five P Cent with Regard to what
the Said Defendant Setforth of this having by earnest intreaties of both
this Replicant and his wife given to his this Replicants Child two Gold
hand Rings in lieu of the said Pretended Commission or Sum of Eight
Pagodas and a Quarter and that the Same was so given as a full
Consideration for the Service which this Replicant had rendered the
Said Defendant in Purchasing the Said Frue Goods this Replicant saith
that the Said Assertions false and Such as the Said Defendant would
have been ashamed to make before the People of this Cast altho he
takes the liberty of making it on his Answer before this Honble Court
for this Replicant Saith it is a general Custom Among them Cast that
when a Male Child is named they Shave his head and bore holes
in his Ears the Same Day when the Kindred and Friends to the
Father of the Child do Generally make the Child a Present of Jewels
or Something and this Defendant Acted the like with this Replicant
in making to this Replicants Child a Present of two Gold and
Rings when he was named According to the Custom which
he

[illegible]

him from his Father even that tho he No Reason why the Son the Defend^t Should pay it Now as he has Several times Promised to do Notwithstanding he Now denies it will Not therefore be in the Power of the Said Defendant to prove the Said Charge to be either fictitious or to have been so Acknowledged by this Deponent to Several Persons as he Pretends the Deponents doth Still Insists upon the Justness of the Charge of two hundred and forty two Pagodas two fanams and Fifty four Pagodas thirty two fanams and ten Cash as Interest lent to the Defendant at Sundry times and Saith that the Said Defendant ought Not to be Charged with the Sum of 200 Pagodas and forty One fanams Only because the Defendant has entirely Omitted to Include therein the Sum of One Pag^o being for 2 Viss of Pepper and One Viss of Tobacco he Received from this Deponent which if the Said Defendant had done it would then Amount to the Said Sum of two hundred and forty two Pagodas and two fanams which Sum this Deponent Admits to be the Ballance that Arose in his this Deponent favour on the Settlement of Accounts in the year 1775 and was Meant by the Cash having been Lent at Sundry times was that the Money from which the Said Accounts arose was lent at Sundry times and not the Ballance thereof that the aforementioned Charge of Forty Pagodas is a true and Just Charge this Deponent Saith that the Said Andy Narrain Chitty paid this Deponent this 30 Pag^s or the Sum of he was to pay for Commission as before mentioned which he would not have

Done

[illegible]

[illegible] the said Defendant [illegible]

Paid this Deponent [illegible]

[illegible] the said Defendant [illegible] Deponent [illegible]

[illegible] Settled between [illegible] the Defendant [illegible]

[illegible] Chest Handkerchiefs [illegible] the Defendant [illegible] Handkerchiefs [illegible] this Deponent [illegible] to the said Defendant [illegible] Consequently this Deponent [illegible] the said Defendant for the [illegible] this Deponent's Chest [illegible] the said Defendant [illegible] Deponent [illegible]

Only from July 1771 to the Month of January 1774 and Not for Ent.
Nor did this Deponent ever Offer to pay him Any Nor did the said Defᵗ
Defendant Demand Any Rent from this Deponent on that Account
And further the said Defendant was in Possession of the said
Godown Only About Fifty Months Consequently this Deponent's
Chest Could Not have Remained there 87 Months and 6 Days
According to the said Defendants Unjust Charge And Assertion
Besides the said Accounts were Settled between this Deponent
And the Defendant After the said Chest was taken from
the said Godown and No Mention was Made of the said
Pretended Godown Rent which the Defendant would have done
at least when he Paid this Deponent the 2 Sums of 100 Pagodas
and had the said Charge been just this Deponent Absolutely
denies that he and Another Person whose Name this Deponent
would be Glad to know did Demand of the said Defendant
a Ballance of 70 Pagodas Only due to this Deponent and that
the Same was then Carried to the Credit of this Deponent by the
Defendant and that the he Debited this Deponent at the same
time for Godown Rent and that a Ballance was then in the
said Defendants favor for the same is entirely false and
Untrue but this Deponent Saith that a Demand was made

Done had had there been Any truth or indeed the Defendant [illegible]

Regarding the said Charges for the Time stated [illegible] thirty [illegible]

then Acted as the Said Defendant [illegible] Not [illegible]

Paid this Deponent the 30 Pagodas and this Deponent Moreover

desired the Said Defendant to Include both the Said Sums of thirty Eight

and 31 Fanams and 60 Cash in the Said Account when they were

Settled between them when the Defendant himself [illegible] that there

was no Occasion for it and Refused to Pay the Same to this Depont

Especially with Regard to the Sum of 16 Pagodas for 4 Pieces of

Check Handkerchiefs Said to be Owed by the Deponent and which

is said he Omitted to Credit the Defendant for this Deponent Saith

he Admits of having Received from the Defendant the Said Pieces of the

Handkerchiefs but this Deponent Also Saith that he Returned [illegible]

to the Said Defendant and which [illegible] the Said Defendant [illegible]

back Consequently this Deponent was not Bound to Credit [illegible]

the Said Defendant for the Same with Respect to the [illegible]

[illegible] keeping this Deponent Chests for the Term of [illegible]

Months and which the Said Defendant [illegible]

has Omitted to give here the Said Defendant [illegible]

Deponent Saith that he Admits [illegible]

Received in a [illegible] Defendant [illegible]

which [illegible] the Defendant [illegible]

[illegible]

Only from July 1774 to the Month of January 1776 and Not for Rent

Nor did this Deponent ever Offer to pay him Any Nor did the Said Deft

Defendant Demand Any Rent from this Deponent on that Account

And further the Said Defendant was in Possession of the said

Godown Only About Fifty Months Consequently this Deponent

Could Not have Received there 27 Months and 6 Days

According to the Said Defendants Unjust Charge And Moreover

Besides the Said Accounts were Settled between this Deponent

And the Defendant After the Said Chest was taken from

the Said Godown and No Mention was Made of the said

Pretended Godown Rent which the Defendant would have done

at least when he Paid this Deponent the 2 Sums of 110 Pagodas

and had the Said Charge been just this Deponent Absolutely

denies that he and Another Person whose Name this Deponent

would be glad to know did Demand of the Said Defendant

a Ballance of 70 Pagodas Only due to this Deponent and that

the Same was then Carried to the Credit of this Deponent by the

Defendant and that the he Debited this Deponent at the same

time for Godown Rent and that a Ballance was then in the

Said Defendants favor for the Same is wholly false and

Untrue but this Deponent Saith that a Demand was made

On the said Defendant for the [illegible] sum of [illegible] Eight and [illegible] [illegible] which the said Defendant [illegible] [illegible] and three Months [illegible] of [illegible] [illegible] Replicant [illegible] the said Defendant [illegible] for the [illegible] of the said Ballance [illegible] [illegible] this Replicant and the said Defendant [illegible] the said Defendant then bought the [illegible] [illegible] and [illegible] and as this Replicant was therefore put off by the Defendant for the Payment of this the Replicants [illegible] Demand [illegible] the Ballance of this Replicants Account [illegible] Replicant found himself [illegible] the [illegible] of [illegible] this Step he has done with regard thereto.

All Which Matters and things this Replt is ready and willing to aver justify [illegible] and prove as this Honble Court shall direct and award [illegible] Prays as by his said Bill of Complaint he hath already Prayed.

Sykes
Atty Replt

Filed the 2d November 1772

The Amended Rejoinder
of [illegible] [illegible] of [illegible]
Merchant Defendant to the Amended
Replication of [illegible] by his Attorney
Antonio [illegible] of the Same Place
Merchant Complainant.

This Defendant now and at all times hereafter saving and reserving to himself all Manner of Benefit and Advantage of Exception to the uncertainty and insufficiency of the said Replication for Rejoinder saith that the said Defendants said Answer is true certain and sufficient in the law to be Replicant unto and saith again and by the said Answer he hath already Prayed and doth and will aver and Maintain all and every thing and things therein to be true and certain in such Manner as therein is Alledged and Expressed and this Deft also saith that the said Complainants is uncertain and insufficient in the law to be Rejoined unto by this Defendant for divers defects and imperfections therein contained and this Defendant for further Rejoinder saith that he again absolutely denies to stand Indebted unto the said Complainant either in the Sum of One hundred and twenty seven Pagodas twenty seven Fanams and thirty four Cash as wrongfully Setforth and Stated in the said Compl[ts] Bill of Complaint containing and in his said Replication but on the Contrary this Defendant still Insists that the said Complainant doth Stand Justly truly Indebted unto this

the Defendant in the first and last being 300 Pagodas at Commission [illegible]
400 Pagodas [illegible] Defendant's [illegible]
[illegible] the Amount [illegible]
further Saith that the Charges of 300 Pagodas [illegible]
Pagodas [illegible]
Defendant [illegible] on the Amount [illegible] to the
Bills of [illegible]
[illegible]
Eight [illegible] Defendant [illegible]
and the said Audy Narrain Chitty [illegible]
[illegible] quantity of goods [illegible]
[illegible] to the Amount of 1200 Pagodas but this Defendant
Absolutely denies that the said [illegible]
[illegible] a Commission of 5 per Cent [illegible]
[illegible] Defendant and the said Audy Narrain Chitty
the said Complainant that he be the said Compl.t [illegible]
[illegible]
but that the [illegible]
and Contracted [illegible] goods and that the Defendant and the
said Audy Narrain Chitty [illegible] to Allow [illegible]
a Commission on the said [illegible] of 1200 Pagodas [illegible]
Pelling and [illegible] Allow [illegible]
Commission and this Defendant [illegible]
Audy Narrain Chitty [illegible]

a Commission of 5 per Cent on 300 Pagodas as this Defend.t the like Commission
on three hundred Pagodas as is Already Mentioned in this Defendant
said Answer and this Defendant doth Agree that when all
the goods were provided and delivered to the said Mess.rs Pelling
And de Fries this Defendant the said Audy Narrain Chitty
were Allowed two and three Quarters per Cent Commission
Instead of 5 per Cent so that Eight Pagodas and a Quarter fell
to the share of the said Compl.t at two and three Quarters per Cent
on the Sum of 300 Pagodas and this Defendant Absolutely
denies that the goods that were provided and delivered by this
Defendant and the said Audy Narrain Chitty to Mess.rs
Pelling and de Fries proved Any ways inferior to the Samples
but the Prices of them were Adjudged a little to high and
Accordingly and Abatement of two and three Quarters per Cent
was made on the five per Cent Commission the said Mess.rs
Pelling and de Fries engaged to Allow this Defendant and
the said Audy Narrain Chitty but no Abatement was made
on the Principal and this Defendant doth further Says that
in lieu of the said Sum of Eight Pagodas and a Quarter due from
this Defendant to the said Complainant on account of the
Commission of two and three Quarters per Cent and at the
Earnest Request of the said Complainant and his wife he
gave to the said Complainants Child two Gold hand Rings

[illegible] of [illegible] the Complainant

that [illegible] the Defendant [illegible] the Said [illegible]

further saith that he Admits [illegible]

when a Male Child is Named [illegible] the Defendant [illegible]

Borden his [illegible] the same day [illegible]

and Friends to the father of the Child [illegible]

Child [illegible] make the Child a Present but this Defend

Saith that such a Present [illegible] the Sum of [illegible]

[illegible] the [illegible] of [illegible] the Said

Complainants Children Named this Defendant [illegible]

Child a Present of One Pagoda and [illegible]

[illegible] Pagoda

Pagoda and this Defendant [illegible]

Friendship from the Said Complainant [illegible] Defendant

in the like Manner and Not the Sum of [illegible] Pagodas

Entered by the Said Complainant in his Replication and

Consequently this Defendant [illegible]

[illegible] Charge the Said Complainant for the

and [illegible]

Castes [illegible] the People of the

[illegible] the Said Complainant [illegible]

of the [illegible]

Until this Defendant [illegible]

this Defendant further

Deny the Charges of 31 Pagodas 22 Fanams And Sixty Cash And the Pagodas 24 Fanams and 50 Cash as Interest thereon Mentioned On the Debit Side of the Said Complainant Account Current to his Said Bill of Complaint and Said to be for Sundry Charges Made to this Defendants Father for this Defendant that Still ever that his Father was a Person in Good Circumstances and Could Not be in Need of the Said Complainants Assistance and who Died upwards of Two Years Ago and before and Since his Death Accounts were Settled and have been Settled and had the said Charges been true they would have been introduced in the Said Accounts or he the Said Complainant would have Demanded the Same from this Defendants Father but this Defendant doubt Not to prove the said Charges to be Fictitious And Acknowledged by the Said Compl^t as Such to Several Persons and Consequently this Defendant ought not nor have not made Any Promise of the Payment either to the said Complainant or to Any Other Person or Persons whatever this Defend^t further Saith that he doth Agree and Admits that the Sum of two hundred and Forty two Pagodas and Two Fanams and fifty four Pagodas thirty two Fanams and Eighty Cash as Interest thereon and Said to be for Money lent this Defendant at Sundry times are false Charges for this Defendant Ought to be Charged the Sum of two hundred and forty One Pagodas and Two Fanams Only the Same is Accordingly Carried to the Credit of the Said Complainant in the Account Current Annexed to this Defendant Saith that as to the two Bags of Pepper mentioned by the Said Complainant in his Replication the said Complainant Received the Sum of one Sadashivah Chitty on this

Defendants Account [illegible] the said [illegible] Charges Defendant [illegible] with Regard to the Loss of these [illegible] Defendant [illegible] Remember [illegible] of [illegible] being [illegible] from the said Complainant [illegible] Right [illegible] to [illegible] said Amount of [illegible] Thousand and forty one Pagodas [illegible] And this Defendant further saith that he [illegible] Aware that the said Complainant was [illegible] to the said Naraen Chitty and he the said [illegible] Naraen Chitty might not only given him the said Complainant the Sum of thirty [illegible] but Might Also have given him More [illegible] at the rate of Twenty per Cent on the hundred Pagodas [illegible] by the [illegible] and this Defendant Absolutely denies the Complainant [illegible] him this Defendant to [illegible] the said [illegible] of thirty Pagodas and 31 Pagodas 22 Fanams and [illegible] on the Account [illegible] Settling between them [illegible] Defendant [illegible] the said Complainant [illegible] and Promised to pay the said [illegible] Defendant [illegible] that the Sum of [illegible] for a [illegible] Thousand [illegible] by the said [illegible] and [illegible] by him to be carried to the Credit of this Defendant [illegible] Charge [illegible] the said Complainant [illegible] the said Sum of [illegible] to [illegible] the said [illegible] and this Defendant Doth further [illegible] that the Charge of [illegible]

Keeping the said Complainant's Chests for the Term of Eighty seven Months and six Days and [illegible] Charge and which was Also Omitted to be carried to the Credit of this Defendant by the Complainant and this Defendant denies to have kept the said Chest from [illegible] Motives of Friendship for thirty Months Only as Mentioned by the said Complainant but that the same was kept for Rent from the 31st day of October One thousand seven hundred and sixty seven to the Fifth Day of February 1776 being Eighty seven Months and six Days in which Chest was first kept in a godown which this Defendant Rented of Mr Tinthach and from thence Removed to a godown Rented by this Defendant of Mr Morse and which this Defendant [illegible] to Prove as Also that the said Chest was Not Only kept by the said Complainant in the said godown for Rent but Also Promised of a Payment of the Rent to have been Made by the said Complainant to this Defendant This Defendant further saith that [illegible] of the said [illegible] the said Accounts [illegible] Settling and the Same Agreed to be Transferred to a Fresh Account which was to follow Afterwards between this Defendant and the said Complainant [illegible] of the Two Sums of 150 Pagodas Each Paid by this Defendant to the Complainant and this Defendant [illegible] to Prove that the said Complainant and one [illegible] [illegible] Made [illegible] Demand of this Defendant a Balance of Seventy Pagodas [illegible] to him the

[illegible] Complainant [illegible]
Complainant by the Defendant and [illegible] the Complainant
at the Same time for the Said Goods [illegible]
in the Defendant [illegible] Defendant [illegible]
to have [illegible] for the [illegible] of the Said Complt
[illegible] Defendant and [illegible]
Premises of [illegible] Assigned and [illegible]
by the Said Complainant [illegible] Said Defendant [illegible]
[illegible] Not [illegible]
[illegible] the Health and [illegible] Defendant [illegible]
[illegible] and the Defendant—

All which Matters and Things this Defendant is ready to aver Maintain and prove as this Honble Court Shall Direct and therefore humbly prays to be hence dismissed with [illegible] Costs [illegible]

Dan. Hay
Atty for Defendant

Interrogatories [illegible]

[illegible]

Namasu Coodapah Chitty of the Same place Merchant is Defendant—

To all the Witnesses } 1 Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either of them If yea how long have you so known them or either and which of them Declare—

To Audy Narrain Chitty } 2. Did you and the Defendant in this Cause or did you Not at Any time in Or About the Year of Our Lord 1761 Contract or Agree to Provide Piece Goods of Messrs Pilling & de Souza for the Europe Market to a Considerable Amount or to some and what Amount and whether in Consideration of Any and what Commission or how otherwise did or did Not the Complt in this Cause at or about the Same time Offer to Provide a part of the said goods and whether of a Certain Quallity Called Ventapollam Handkerchiefs or not and to what Amount and whether or not upon the like Commission as the remainder of the Said goods were to be Provided or some and what Commission did you and the said Defendant or did you Not Agree to the Said Offer or Proposal of the Said Complt If yea did you and the Said Defendant or did you Not so agree thereto on Condition that the Said Complainant would Assist you and the said Defendant in the Providing the whole of the Said goods or otherwise and how And did you and the Said Defendant or did you not Agree to Allow the Said Commission to the Said Complainant whether the Said Messrs Pilling and de Souza Allowed you and the Said Defendant your full Commission or not on or upon all the Said goods Provided Accordingly and did or did Not the Said Complainant thereby become Entitled to the Commission on or which you and the Said Defdt

Premised how If yea how Much did the Said Complainant [illegible]
[illegible] how Much Commission [illegible] to pay and how much Commission [illegible] the
Defendant to Pay unto the Said Complainant [illegible]
unto the Said Complainant [illegible]
Share of the Said Commission [illegible]
Matters fully and Particularly Declare

To Ditto 3 Was or was Not any Abatement made on the [illegible] of the [illegible]
Priced for the Said Pepper Petting and [illegible]
Any Reason whatever and was or was Not [illegible]
Deduction from the Amount of the Commission [illegible] the Said
Petting and [illegible] Agreed to pay or Allow [illegible] the Said Def
for or on Account of the Said goods [illegible]
Petting and [illegible] pay or Allow [illegible] the Said Defendant the
Commission Agreed on the whole of the [illegible] fully and Particularly
Declare

To Ditto 4th Did or did Not the Said Defendant at the [illegible] of the
Complainant or his Said [illegible] Account of [illegible]
goods did or did Not the Said Defendant [illegible]
Account or on [illegible] of the Commission [illegible] Mentioned [illegible]
the Cotton in this Cause or [illegible]
in the Said [illegible] the Said Complainants [illegible]
the Said [illegible] Account of [illegible]
of this Matter According to the best of your [illegible]
information and belief fully and Particularly Declare

To
Rangapah Chitty
Yeagapah Chitty
and
Moodu Kistna
Chitty
5th Was you or was you not at the [illegible]

Same Business at Any time in or About the Month of May 1775 If yea was
or was Not the Complainant at the Defendants House at the Same time If
yea were the Complainant and Defendant or were they Not Setting or
were they not or Adjusting Any Accounts together Relative to any Matters
in Question in this Cause and whether with or without the Said Assistance of any
other Person or Persons and who by Name If yea did or did Not Any Ballance
or Sum of Money Appear to be due from the Said Defendant to the said
Complainant If yea what was the Amount of the Said Ballance or
what Sum did so Appear to be due to the Said Complainant was or was
not the said Defendant to Send One Pagodas or some and what Part
of the Said Ballance to the Said Complainant for or on Account of any
Pepper or Tobacco Received by the Said Defendant from the Said Complt
or Any thing else and what did or did not the Said Complainant desire
the Said defendant to Add to the Above Ballance the Sum of thirty One
Pagodas or any other and what Sum of Money owing from or on Acct
the Said Defendants Father and 30 Pagodas or Some other and what
Sum owing to the Said Complainant from the Defendant himself
for or on Account of the Sea Concerns mentioned in this Cause and
whether with or without Interest on both or either and which of the said
Sums If yea what Answer did the Said Defendant make thereto did he
the Said Defendant or did he not make Any objection to both or either
and which of the Said two Sums on account of his Father and the
Said Sea Concerns did or did Not the Said Defendant say that
he would first pay the Said Ballance of the Accounts before

Answer and did [illegible] the said D[illegible] [illegible] the said Compl

belong [illegible] [illegible] the [illegible] Seventy [illegible]

and you [illegible] [illegible] the said D

Promise to pay the [illegible] [illegible]

[illegible] did not the said Complainant [illegible] from the

[illegible] of that or [illegible] or any [illegible] whole of

these Matters According to the best of your knowledge Remem

Information and Belief fully and Particularly Declare

Ditto 6th. Do you or do you not know of a Chest in Question in this

belonging to the Complainant being kept in any [illegible]

Godown Rented by the Said Defendant If Yea for what

of time did the said Chest [illegible] and [illegible] the

Defendant Kept the Godown in which the said Chest

[illegible] did you or did you not [illegible] of the said Chest

been kept in any Godown belonging to [illegible]

whole of these Matters According to the best of your kn

Remembrance Information and belief fully and Part

Declare

To Ditto 7th. Did or did Not the said Defendant at the [illegible]

[illegible] of the Marriage of the said Complainants [illegible]

[illegible] the said Complainants [illegible] being

of the said [illegible] the said [illegible]

Presents of [illegible]

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these Occasions Among the People of your and the Said Complainants and Defendants Cast and from and to what Amount or Value Do you or do you Not know Whether the Said Complainant did ever Make Any Present or Presents unto the Said Defendant or Any Child or Children of them the said Defendant or to Any of the Said Defendants Family on the Occasion of such like Ceremonies the whole of these Matters According to the best of your knowledge Remembrance Information and belief fully and Particularly Declare

To
Moorlakara Nella Mootu Chitty 8th. Was you or was you not Any time ever About the Month of June 1771 hired or desired by the Compl.t in this Cause to Carry or go with And did you or did you not carry or go with a Chest of or belonging to the said Complainant and which is in Question in this Cause, to go a Godown belonging to Mr. Moise Rented by the Defendant If Yea did or did Not the Complainant and One Vissoo Chitty follow you to the said Godown If Yea did or did Not the said Defendant Receive the said Chest If Yea did or did not the said Defendant tell the Complainant that the said Chest was to Small to Receive Any Rent for or that he would let the said Chest Remain in the Godown for Friends-Sake without Any Rent or otherwise and how did you not Remove the said Chests from the said Godown in or about the Year One thousand Seven hundred and Seventy three to the House of the said Complainant the whole of these Matters fully and Particularly Declare

To
Vissoo Chitty 9th. Was you or was you not at the House of the Complainant

At any time in or About the Month of June 1771 and were or was Not the Defendants Father thereabouts If you was or was not [illegible] between the said Complainant and the Defendants Father [illegible] belonging to the Complainant [illegible] a Person of the Name [illegible] by the said Defendant If you or was not [illegible] with the said Chest to the said [illegible] not do so Accordingly and you and the said Complainant or did not follow him and the said Chest If you Did or did Not the Defendant Remove the said Chest and [illegible] with the said Defendant till the said Complainant [illegible] Sends for him the said Defendant to [illegible] not [illegible] the said Defendants [illegible] the said Chest [illegible] Chest [illegible] of the said Complainant Some time in the year 1772 [illegible] Among the Goods and [illegible] the said Defendant [illegible] of the said [illegible] Matters Answering to [illegible] Information and [illegible]

To Ditto 10th Did or did not the said Complainant [illegible] 1773 [illegible]

of Red Check Handkerchiefs If you Did or did desire If you did or did not the said Complainant take and keep the same If Not he did the said Complainant or did he Not desire you to Return or deliver back the said Piece of Handkerchiefs to the said Defendant If you Did or did not Return the same to the said Defendants Accordingly If you was or was any Person or Persons who by Name Present when you so Return the said Piece of Handkerchiefs or not Declare—

To Ditto 11th Did or did Not the said Defendant on the Naming the Complts Child Make the said Child a Present of a Pair of Gold Rings and did you or did you Not know whether the said Complainant did or did Not in Any the like Occasion Make the Defendant or any of the family a Present or Presents to Any and what Amount is it or is it not Customary Among you And the said Complainants and Defts cast to Make Present to each other or to the Children or family of Each other on Such Occasion from and to any and what Amount Declare—

To Ditto 12th Did or did not the said Defendants Father in his life time Owe the said Complainant Any and what Sum of Money and did you or did you Not at Any time or times after the Decease of the Defendant Father Demand the same from him the said Defendant by the Complainant Desire If you did or Did not the said Defendant Undertake or promise to pay the Sum of which his Father so owed the said Complainant or as far as Declare—

T

To Allepaut Veerah Chitty 15th Do you or any you that know to the Defendant in this Cause did or did Not Declare he had [illegible] some Years Ago If Yea how long did he keep it did or did Not the Defendants Allow the Complainant to [illegible] If Yea was or was it Not by way of Friendship or was or was Not the Complainant to pay Rent to the said Defendant for the said [illegible] and If Yea was or was Not the said [illegible] by the said Defendant from the [illegible] and your belief Declare

To Ditto 14th do you or do you not know [illegible] the Defendant [illegible] his lifetime [illegible] from the said Complainant [illegible] a Sum of Money for the Expences [illegible]

To Ditto 15th Did or did Not the said Complainant [illegible] the Year of Our Lord 1775 [illegible] or any other and what quantity of [illegible] to the Defendant If Yea did you or did you not [illegible] the said Defendant Accordingly Declare

To Ditto 16th Are you or was you not Present at the Funeral of the Father If Yea Did or did Not the said Complainant [illegible] and Deliver Any and what Quantity of [illegible] to the Defendant Declare

To Allepaut Vencatachella Chitty 17th [illegible] Previous to the Defendant [illegible] did [illegible]

Sawmy Moodelly in the Name of the Complainant Demand of the Defendant the Payment of the Sum of One hundred And Seventy Odd Pagodas or Any other and what Sum of Money If Yea did the said Comara Sawmy Moodelly Make the said Demand in pressing Terms or otherwise and how what Answer did the said Defendant Make thereto did or did Not the said Defendant [illegible] himself in need of Cash and what he was going to Tripetty or otherwise And how and did or did Not the said Defendant beg of the same Comarah Sawmy to desire the said Complainant Not to hurry him and did or did not the said Defendant Say that he would without Fail pay off the said Defendant on his Return from Tripetty or otherwise and and what did the said Defendants Say about the said Demand did the Said on the said Occasion or did he not Make Any Objection to the said Demand or mention Any thing about the Rent of Chest or that Any thing else was due to him from the said Compl.t the whole of these Matters According to the best of your Recollection and belief fully and Particularly Declare

To Ditto 18th Are you or was you not Present at the Naming the Complainants Child did or did Not the said Defendant make the said Child a present of a Pair of Gold hand Rings and did you or did you not Make the said Child a Present of a Trinket for any and what Value Declare

To Comarah Sawmy Moodelly 19th Was you and the Complainant in this Concern Any time in or About the year 1778 Concerned with the Defendant in this Cause and One Ready Narrain Chitty in the Providing of [illegible] goods for the Hon. Comp.y on account of Messrs Pittang and Do Tries If Yea did or did Not the said Deft

And the Said Andy Navarre Chitty Agent to any [illegible]

Take a Commission of the [illegible] [illegible]

and Commission [illegible] of you [illegible] the [illegible]

Andy Navarre Chitty payable to the Said Complainant [illegible]

what Sum of Money or the Sum of the Commission [illegible]

[illegible] the Said Commission Demanded [illegible]

and Commission [illegible] Allowance to Defendant [illegible]

Complainant whether the Said Defendant or the Said

Navarre Chitty Demand the Complainant from the Said

Pilling and De Lisle and [illegible] Demand [illegible]

their Letter According to the best of your knowledge [illegible]

and belief fully and Particularly Declare

To Ditto 20th Whether [illegible] any [illegible]

[illegible]

Deduction from the Amount of the Commission [illegible]

Said Defendant Pilling and De Lisle agreed to give [illegible]

the Said Andy Navarre Chitty and the Said Defendant

on Account of the [illegible] the Said

Pilling and De Lisle [illegible] the Said Defendant

the said Andy Navarre Chitty the [illegible] Commission

Agreed [illegible] according to the

of your knowledge Remembrance [illegible]

Declare

To Ditto 21 Declare [illegible] the Complainant [illegible]

the year 1775 Defendant [illegible]

Amount to Demand And Receive Such Amount from the said Defendant. If Yea what was the Particulars of the Articles Which Composed the said Accounts or what Particular Sum or Sums Included therein whether As Ballance of Accounts Money due from or on Account of the Defendants Father Commission And Interest or Any Other thing or things and what did you or did you not Demand the Same of the Defendant at Any time or times. If Yea what Answer did the said Defendant Make thereto did or did Not the said Defendant Make thereto did or did Not the said Defendant Promise to Pay the Amount Or Ballance of the said Defendant At any time or times payable to you on Account of the said Complainant Any and what Sum or Sums of Money in part or on Account thereof did you or did you not at Any time whole or Any and what time before the Present Suit was Commenced Apply to And Demand of the said Defendant Any Sum of Money as the Ballance of Accounts due from the said Defendant to the said Complainant. If Yea what Sum of Money did you so demand and whether in the Presence of Any Person or Persons and who by Name or Names and what Answer did the said Defendant make thereto or what in particular did the said Defendant Say about the Same did or did Not the said Defendant Promise to Pay the by you so Demanded Either at Any Particular time or Occasion of last Mentioned Demand or at any other time Say Any thing about Any Kind of a Chest or that he had Any Demand on the said Complainant or any other Account or did not the said Defendant make any Objection to the said Defendant or Any Account whether

The

[illegible]

To all the Witnesses } 22d Q. Do you know of any other matter or thing [illegible] that may tend to the Benefit or Advantage of the Complainant? If yes Declare the same as you know have heard or believe as fully as if you had been thereunto [illegible] Interrogated.

John Sykes

Attorney Compl[illegible]

Mayor's Court at Madraspatnam

Between [illegible] Complainant by his Attorney [illegible] [illegible] Defendant

Depositions of Witnesses taken [illegible] before the Commissioners [illegible]

Andy Narrain Chitty of Madras [illegible] being produced and sworn in this Cause on the Part of the Complainant [illegible] 24th Day of November 1779 [illegible] whose Attorney for the Defendant [illegible] of the [illegible] on the 27th Day of the month following [illegible]

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followeth—

To the first Interrogatory this Deponent saith that he doth know the Compl[t] Armagam in this Cause and that he hath so known him 30 Years or thereabouts and doth [illegible] also know the [illegible] Condapah Chitty in this Cause and that he hath so known him 30 or 45 Years and more Saith Not to this Interrogatory—

To the Second Interrogatory this Deponent saith that he and the Defendant in this Cause did on or About the Year 1770 Contract or Agree to Provide Piece Goods for Mess[rs] Pelling and De Fries for a Year Marked to the Amount of thirty four thousand Pagodas or thereabouts and in Consideration of five per Cent Commission and that the Complainant in this Cause did About the same time Offer to Provide a part of the said Goods but this Deponent does not Remember of what Quality or to what Amount but the Commission was to be the same as the Remainder of the said Goods were to be Provided and that this Deponent & the Defendant did both Agree to the said Offer or Proposals of the Complainant and that this Deponent and the Defendant did Agree thereto on Condition that the said Complainant would Assist him and the said Defendant in the Providing the whole of the said Goods and that this Deponent and the said Defendant did Agree to Allow the said Commission to the said Complainant but nothing was mentioned or Any Questions made About their Not Receiving their full Commission from Mess[rs] Pelling & De Fries and that the said Goods was Provided Accordingly

to the Commission in which this Deponent was the said Defendant
And the said Defendant promised him that the said Complainant
Commission amounted to [illegible] Pagodas half of which this Deponent should
Pay and the other half was to be paid by the said Defendant but
And this Deponent did accordingly pay the said Complainant [illegible]
Pagodas being his proportion of the said Commission agreed on as
Promised and More saith not to this Interrogatory

3 To the third Interrogatory this Deponent saith that some alte-
rations [illegible] but this Deponent cannot remember what the
the Price of the said Goods or the Commission and the Reason of
such Abatement was because some of the Goods were not agreeable
to the Contract and More saith not to this Interrogatory

4 To the fourth Interrogatory this Deponent saith that the Defen-
at the Naming of the Complainant's Child that the said Compl
Child a present of a piece of Gold [illegible] Pagodas [illegible]
According to the Custom in this Country and that this Depo-
and on the said Custom of Naming the Defendant Complainant's
make the said Child Present of 2 Pagodas and more saith not
to this or the said Interrogatory

W Welsh
Examd

At the time of Signing this Deponent saith that [illegible] Gold
Ring which this Defendant and the said Complainant [illegible]
[illegible] by [illegible] the said Complainant [illegible]
who [illegible] Deponent

W Welsh
Examd

Mayor's Court at
Madraspatnam

Between Armogam by his Attorney Andre
Moraes of Madras Inhabitant Complainant
and Namaear Condapah Chitty of the same
Place Defendant

On the Part of the Complainant

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

Rangapah Chitty of Madras Merchant Aged 32 Years or thereabouts being produced
as a Witness in this Cause on the Part of the Complainant was on the 19th Day of November
1779 Shewn in Person at the Office of Mr Daniel Shaw White Attorney for the Defendant
by Condapa My Servant who also left him a note of the Name Title and Place of abode
of the said Deponent and afterwards on the Day following being Sworn and Examined
Deposeth as followeth

1st To the First Interrogatory this Deponent saith that he doth know
the Complainant Armogam in this Cause and that he hath so
known him 20 years or thereabouts and doth he doth also know the
Defendant Namaear Condapah Chitty in this Cause and that
he hath so known him about same time and more saith not
to this Interrogatory

To the fifth Interrogatory this Deponent saith that he was at the
Defendant's house upon some Business about the Month of
May 1778 and that the Complainant was at the Defendant's house
at the same time and that the Complainant and Defendant
were then Settling or Adjusting some Accounts together Relative to

Some Matter in Question in the Cause and the Defendant [illegible]
Chetty [illegible] and [illegible] of the
Accounts and that a Ballance [illegible] to be due of
the said Defendant to the said Complainant and [illegible] of the
Ballance which is Supposed to be the Sum of 263 Pag^s and that [illegible]
and the said Defendant [illegible] the said Ballance
the said Complainant [illegible] Account of [illegible] Pepper and [illegible]
turned by the said Defendant from the said Complainant and the
said Complainant did [illegible] the said Defendant [illegible] the
Ballance the Sum of 31 Pagodas [illegible] Account [illegible]
said Defendants [illegible] and thirty Pagodas [illegible] the said [illegible]
from the Defendant himself [illegible] account of the [illegible]
Question in this Cause that the [illegible]
and [illegible] that the said Defendants [illegible]
of the said [illegible] Account of the [illegible] said [illegible]
and that the said Defendant did [illegible]
said Ballance of the Accounts before mentioned [illegible]
to pay the said 2 [illegible] on Account of this [illegible]
[illegible] Interest [illegible] that the said Defendant [illegible]
said [illegible] did [illegible] the said [illegible]
Complainant for [illegible] the said [illegible]
[illegible] or anything [illegible]
6th To the Sixth Interrogatory this Deponent [illegible]
[illegible] Question [illegible]

being kept in a godown the Property of Mr. Moses in Diamond Merchant and Rented by the said Defendant and that the said Chest did so remain there 30 Months and that the said Defendant did keep the godown fifty Months in which the said Chest was kept and that this Deponent Never did know of the said Chest having been kept in Any godown belonging to Mr. Trenthick and More Saith Not to this Interrog^y

To the Seventh Interrogatory this Deponent Saith that the said Defendant at the time or on the Occasion of the Naming the said Complainants Child boring his Ears and Shaving his Head Make the said Child a Present of two gold hand rings and that it is Customary to make Presents of Jewels Money or other things on these Occasions Among the People of this Deponent And the said Complainant and Defendants Casts but the Value depends upon the Circumstances of the Person giving Such Present and this Deponent doth know that the said Complainant did Make Presents to two or three of the said Defendant Children on the Occasion of Such Ceremonies and More Saith Not to this or the last Interrogatory

Witn. Exam^d

[illegible]

Mayor's Court at
Madraspatnam

Between Annagamby by his Atty
Andre Moraes of Madras Inhabitant
Complainant and Mannar Condapah
Chetty of the same Place Inhabitant

On the Part of the Complainant

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

Yeagapah Chitty of Madras Merchant aged 36 years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant on the 3 Day of November 1779 Sworn in Court at the Office of Mr. D. Shaw who is Attorney for the Defendant by [illegible] also a Notice of the Name title and Place of abode of the said Def[illegible] and afterwards on the being Sworn and Examined Deposeth as follows

1st To the first Interrogatory this Deponent Saith that he [illegible] the Complainant and Defendant in this Cause and that he hath so known him 10 years or thereabouts and that he hath known the Defendant [illegible] Chitty [illegible] and that he hath so known him 20 years or thereabouts and More Saith Not to this Interrogatory

5th To Fifth Interrogatory this Deponent Saith that the Defendant [illegible] some time in the Month of May 1775 and the Complainant and the Defendant [illegible] at the Same time and that the Complainant and the Defendant were Settling of [illegible] Accounts together [illegible]

in this Cause And that one Veerrain Chitty the Defendants Brother was aiding and Assisting in the Settling and Adjusting of the said Accounts and that a Ballance or Sum of Money did Appear to be due from the said Defendant to the Compl.t And the Amount of the said Ballance was 242 Pagodas and odd fanams and the Defendant promised to send one Pagoda to the said Complainant for or on Account on Account of Some Pepper and Tobacco but whether the Defendant had Received the said Pepper and Tobacco from the said Complainant this Defendants knows Not and the Complainant did desire the said Defendants to add 31 Pagodas owing from and on Account of the said Defendants Father and 38 Pagodas Owing to the said Complainant from the Defendant himself for or on Account of the Copa Concern in Question in this Cause and that Interest was to be Added to both of the said two Sums and the said Defendant did Consent thereto and that the said Defendant Did Not Object to either of the said two Sums but that the Defendant did Say that he would first Pay the said Ballance of the Accounts before Mentioned and that the said Defendant did desire the Compl.t both of the said Sums on Account of his Father and that the said Copa Concern to a fresh Account and that the Defendant did promise to Pay the said two Sums with Interest thereon Very Soon and that the said Defendant on the said Occasion did not Say that he had a Demand on the said Complainant for the Godown Rent of a Chest and More Saith Not to this Interrogatory

6th To the Sixth Interrogatory this Deponent Saith that he hath known been of that belonging to the Complainant [illegible]

Mr. Henry Dumont [illegible] Defendant

that the said Cloths [illegible]

the said Defendant and kept the said [illegible]

was put fifty [illegible] and the Defendant [illegible] Defendant

the Complainant at the time of [illegible]

Amounts that the said Cloths [illegible]

belonging to Mr. Turnbull where the said Complainant [illegible]

More Saith Not to this Interrogatory

7th. To the Seventh Interrogatory the Deponent Saith that the Defendant [illegible]

[illegible]

his Cause and [illegible]

[illegible]

Armogam [illegible]

with the said Complainant and Defendant [illegible]

upon the [illegible]

this Deponent doth know that the Complainant [illegible]

Amounts with the said Defendant [illegible]

Saith that [illegible] and More Saith Not to this Interrogatory

Witness

Examr

Mayor's Court at
Madraspatnam

Between Armogam by his Attorney
Andre Morais of Madras Inhabitant
Complainant and Namasa Cundapah
Chitty of the Same Place Inhabitant
Defendant

On the Part of the Complainant

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

Moodukistnah Chitty of Madras Merchant Aged 58 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 11th Day of November 1779 Sworn in Person at the Office of Mr. Daniel Adams who is Attorney for the Defendant by Cundapah [illegible] of the Name till a Piece of Shade of the said Deponent and afterwards being Sworn and Examined Deposeth as followeth

1st. To the First Interrogatory this Deponent Saith that he doth know the Complainant Armogam in this Cause And that he hath so known him 35 Years and doth also know the Defendant Namasa Cundapah Chitty in this Cause and that he hath so known him About the same time and more saith not to this Interrogatory

5th. To the Fifth Interrogatory this Deponent Saith that he was at the Defts house upon some Business some time in or about the Month of May in the Year 1775 and that the Complainant was at the Defendants House at the same time and that the Complainant and Defendant were Settling or Adjusting some Accounts [illegible]

in Question in this Cause and that the Defendants Father [illegible]
was [illegible] and Assisting in the settling and adjusting of such Accounts
and that a Ballance or sum of Money did Appear to be due from the said
Defendant to the Complainant and the Amount of such Ballance was
242 Pagodas and odd fanams and that the said Defendant [illegible] to
ten Pagodas of the said Ballance to the said Complainant for and on account
of some Some Papers and Tokens [illegible] by the said Defendant for
the said Complainant and that the said Complainant did [illegible]
said Defendant to add the Above Ballance the Sum 31 Pagodas
on account of the said Defendants Father and thirty Pagodas
to the said Complainant from the Defendant himself [illegible]
of thirty [illegible] in Question in this Cause and that [illegible]
[illegible] of the said Sums and that the said Defendant did [illegible]
any Affection to Either of the said Sums that the said Defendant
say that he and said [illegible] the said Ballance of the Amount [illegible]
[illegible] and that the said Defendant [illegible]
[illegible] both of the said Sums on account of the [illegible]
[illegible] to such Amount and that the said Defendant
Promise to Pay the said [illegible]
and that the said Defendant [illegible]
that he had any Demand on the said Complainant [illegible]
Godown [illegible]
[illegible]

Doth know of a Chest in Question in this Cause belonging to the Complainant being kept in a Godown the Property of Mr. Moses Rented by the said Defendant and that it did so Remain there thirty Months and that the said Defendant did kept in Godown in which the Chest was put fifty Months and that this Deponent knoweth that the said Chest was Never kept in Any Godown belonging to Mr. Turnbull and More saith not to this Interrogatory

7th .... To the Seventh Interrogatory this Deponent saith that the said Defendant did at the time or on the Occasion of the Naming the said Complainant Complainant Child boring his Ears and Shaving his head make the said Child a Present of two Gold Hand Rings the Amount or Value of 10 Pagodas and that it is Customary to Make Presents of Jewells Money or other things on those Occasions among the People of this Deponent and the said Complainant and Defendants Caste but that the Amount Depends upon the Circumstances of the Person giving such Presents and that this Deponent doth know that the said Complainant did make Presents unto four of the said Defendants Children to the Amount of Ten Pagodas on the Occasion of such like Ceremony and more saith not to this or the last Interrogatory

W Welsh
Exam

Mayor's Court at
Madraspatnam

Between [illegible] by his Attorney
[illegible] Moraes of Madras Inhabitant
[illegible] and [illegible] Chitty of the Same
Place Merchant Defendant.

On the Part of the Complainant

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

Moolakara Nella Mootu Chitty of Madras Inhabitant
35 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant on the 6th Day of November 1779 Sworn in Person at the Office of Mr Da[illegible] Shaw who is Attorney for the Defendant by Consent [illegible] a Note of the Name title and Place of Abode of the said Deponent and [illegible] on the Same Day being Sworn and Examined Deposeth as follows viz.

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant Somogam in this Cause and that he hath known him these 20 Years or thereabouts and that he doth also know the Defendant Namasiva Cundasfa Chitty in this Cause and that he hath so known him these 15 Years and more Saith not to the Interrogatory.

2d To the Second Interrogatory this Deponent Saith that he [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Chest [illegible] the said Complainant and [illegible]

Moors Rented by the Said Defendant and that the Complainant and one Vuppa Chitty followed the Defendant to the said Godown and that the said Defendant did Examine the Chest and that the said Defendant did tell the said Complainant that the said Chest was too Small to Require Any Rent for it and that he would let the said Chest Remain there for friends Sake without Any Rent and that this Deponent did Remove the said Chest from the said Godown in or about the the Year 1773 to the house of the said Complainant and more Saith not to this or the last Interrogatory.

[illegible]

Welch
Exam.r

Mayor's Court at
Madraspatnam

Between Somogam by his Attorney
Andrew Moraes of Madras Inhabitant
Complainant and Namasiva Cundasfah
Chitty of the Same Place Merchant Deft.

On the Part of the Complainant

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

Vossu Chitty of Madras Merchant Aged 28 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was the 6th Day of November 1779 Sworn in Person at the Office of Mr Daniel Shaw who is Attorney for the Defendant by Cundasfah[illegible] Servant who

Also left him a Note of the Name, Title and Place of abode of the Said Deponent and of [illegible] in the Same Day being Sworn and Examined Deposeth as followeth

1st .... To the first Interrogatory this Deponent doth Saith that he knows the Compt [illegible] [illegible] in this Cause and that he hath so known him [illegible] and doth also know the Defendant [illegible] [illegible] in this Cause he hath so known him about the Same time and more Saith not to this Interrogatory

9th .... To the Ninth Interrogatory this Deponent Saith that [illegible] at House of the Complainant [illegible] the Month of [illegible] and the Defendant's father [illegible] and [illegible] the Said Complainant and the Defendant's [illegible] to the Complainant [illegible] in this Cause [illegible] [illegible] by the Said Defendant and [illegible] [illegible] was [illegible] the Said [illegible] and [illegible] and that he [illegible] and the Said Complainant did [illegible] Said [illegible] the Said Defendant did [illegible] the Said [illegible] did tell the Said Complainant that the [illegible] for them the Said Defendant to [illegible] the Said Complainant [illegible] and that the Said Defendant did [illegible] Removed from [illegible] Godown to the House of the Said Compt Some time in the Year 1775 and this Deponent [illegible] Month of January [illegible]

Did [illegible] keep Possession of the Said Godown 50 Months and More Saith not to this Interrogatory

10th .... To the Tenth Interrogatory this Deponent Saith that the Said Complt do did in the Month of May in the Year 1775 desire this Deponent to fetch from the Defendant a Peice of Red Handkerchifs and that this Dept did do so, that the Said Complainant did Not like the Same and that the Said Complainant did desire this Deponent to Return or deliver back the Said Peice of Handkerchifs to Said Defendant and that this Said Deponent did deliver the Same to the Said Defendant Accordingly and that one Penapah was Present when this Dept so Returned the Said of Handkerchifs and More Saith not to this Interrogatory

11th .... To the Eleventh Interrogatory this Deponent Saith that and that the said Defendant did on the Occation of Naming the Complainant's Child a Present of a Pair of gold Hand Rings and that this Deponent doth know that the said Complt did three or four different times on the like Occation Make the Defendant's Children a Present but this Deponent does not know to what Amount and it is Customary Among the Dept and the Said Complainant and Defendant's Caste to make a Present to each other or to the Children or family of each other on such Occation and that Such Present depends upon the Circumstances of the Person making Such Presents and more Saith not to this Interrogatory

12th

(273)

12th To the Twelfth Interrogatory this Deponent Saith that he doth [illegible]
[illegible] 31 Years [illegible]
and that the Deponent [illegible] Deponent's
Father [illegible] Deponent [illegible]
Deponent and that the Said Deponent [illegible]
the [illegible] Father [illegible] the Said Complainant
and More Saith Not to this or the last Interrogatory

Witness [illegible]

Mayor's Court at

Madraspatnam Between [illegible] Complainant
by his Attorney [illegible]
[illegible]
[illegible] Defendant
[illegible] on the behalf of the Complainant

Depositions of Witnesses taken [illegible]
Examined in this Cause as follows

Attepattanah Chitty of [illegible] Merchant aged 40
or thereabouts being [illegible] [illegible]
on the 5 day of November 1779 [illegible]
[illegible] Attorney for the said Defendant [illegible]
[illegible] of the Name [illegible]
[illegible]

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(274)

To the first Interrogatory this Deponent Saith that he doth know the Compl.t Anmugam in this Cause and that he hath so known him 15 or 16 Years or thereabouts and that he doth also know the Defendant Namasivaiah Chetty in this Cause and that he hath so known him 16 or 17 Years and More Saith Not to this Interrogatory

To the thirteenth Interrogatory this Deponent Saith that he doth know that the Defendant in this Cause did Rent a Godown from Mr. Moris Some years Ago and did so kept it fifty Months and that the said Defendant Allow the Complaint to put a Chest in it and that it was by the way of friendship and that the Said Complainant was not to pay the Rent to the Said Defendant for the Said Chest and that the Said Chest did Remain in the Said Godown 38 M.th and that the Chest was Never kept in a Godown Rented by the said Defendant from Mr. Trentham as this Deponent knows and More Saith Not to this Interrogatory

14 To the fourteenth Interrogatory this Deponent Saith that he doth know that the Defendant's Father did in his life time come to borrow from the Said Complainant Sums of Money for his Expences and more Saith Not to this Interrogatory

15 To the fifteenth Interrogatory this Deponent Saith that the Compl.t did in or about the Year 1775 put into this Deponent hands one [illegible] of Tabacc to be Delivered to the Said Defendant

and that this Deponent did [illegible] to the Said Defendant according

and More Saith Not to this Interrogatory.

16th ...... To the Sixteenth Interrogatory this Deponent Saith that the Sa at the Funeral Ceremonies of the Defendants Father and that th Said Complainant did Carry and deliver to the [illegible] of Dep the Said Defendant and more Saith Not to this or the last Int

Witness Examd

Mayor's Court at Madraspatnam

Between Arnogum [illegible] Ancient [illegible] of Madras [illegible] Complainant and Namacara [illegible] Chitty of the same Place Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this cause and Examined in this Cause as follows

Allipet Vencatachella Chitty of Madras Merchant [illegible] or thereabouts having Produced as a Witness in this cause on the Part of the Complainant on the 11th Day of November 1779 Sworn in Person at the Office of the [illegible] Shaw who is Attorney for the Defendant by [illegible] left him Notice of the Name [illegible] and Place of abode of the Said [illegible] afterwards on the 12 Day of the same Month being Sworn and [illegible] Deposeth [illegible]

1st ...... To the First Interrogatory this Deponent Saith that he doth know the Complainant Arnogum in this Cause and that he hath so known him 10 Years and that he hath also known the Defendant Namacara Candappa Chitty in this Cause and that he hath so known him 20 Years and More Saith Not to this Interry

17th ..... To the Seventeenth Interrogatory this Deponent Saith that he was Present at or Near the Defendant a Short time before the Present Suit was Commenced and that he did hear One Comara Sawmy Modelly in the Name of the Complt Demand of the Defendant Payment of the Sum of One hundred and Twenty Odd Pagodas and that the Said Comarasawmy Modelly did Make the Said Defendant in very Pressing Terms the Defendant Replied he was going to Tripatty and that as soon as he returned he would Pay the Said Complainant his Demand with Interest thereon and that the Said Comara Sawmy to desire the Said Complainant not to be angry and that the Said Defendant did say that he would without fail pay of the Said Demand on his Return to Tripatty and that the Said Defendant on the Said Occasion did Not make Any Objection to the Said Defendant or mention Any thing about the Sale of a Chest or that Any thing else was deducted from the Said Complainant and More Saith not to this Interrogatory.

18th ..... To the Eighteenth Interrogatory this Deponent Saith that he was Present at the Naming of the Complainants Child and that the Said Defendants did Make the Said Child a Present of a Pair of Gold Hand Rings and that this Deponent did make the Said Child a Present of Jewell to the amount of 5 Pagodas and [illegible]

Which [illegible] came [illegible]

In the Mayor's Court at Madraspatnam

Between [illegible] Narrain Chetty [illegible] Merchant Defendant

On the Part of the Complainant

Depositions of Witnesses taken in Evidence by the Commissioners [illegible] as follows

Comarah Sawmy Mudelly of [illegible] being Produced as a Witness in this Cause on the Part of the [illegible] the first Day of March 1770 [illegible] for the Defendant [illegible] of the Name [illegible] of abode of the said Deponent [illegible] Day being Sworn and Examined Deposeth as follows

1st. To the first Interrogatory this Deponent saith that he [illegible] the Complainant [illegible] in this Cause and that he hath known [illegible] Years [illegible] and that he hath known the Defendant Narrain Chetty [illegible] and that he hath known him [illegible] not to this Interrogatory.

19th. To the Nineteenth Interrogatory this Deponent saith that he doth that the Complt in this Cause was about the Year 1768 Concerned with the Defendant in this Cause and One Audy Narrain Chetty in the Providing of Certain Goods for the Gen Merchant On Account of Messrs Pelling and de Fries on Account the Said Defendant and the Said Audy Narrain Chetty did Agree or Promise to Allow the Complainant the Sum of thirty Pagodas each as a Commission of Five P Cent on two hundred Pagodas and that the Said Audy Narrain did Pay unto the Said Complainant 31 Pagodas as his Share of the said Commission Promised and that the Said Commission or Allowance was to be paid or made to the Said Complainant whether the Said Defendant and the Said Audy Narrain Chetty received their Commission from the Said Messrs Pelling and de Fries or not and more Saith not to this Interrogatory.—

20th. To the Twentieth Interrogatory this Deponent saith that he remembers there was some abatement made in the Value of the Said Goods— as promised but the Said Messrs Pelling and De Fries did pay or Allow the Said Defendant and the Said Audy Narrain Chetty the full Commission Agreed on and more Saith Not to this Interrogy

21st. To the Twenty first Interrogatory this Deponent saith that the Complt did Some time in or About the Year 1775 deliver to the Defendant an Account which this Deponent did not read but the Complt informed him the Particulars of the Articles or Sums which Composed the Said Account were as follows two hundred [illegible] being the Ballance of an Account [illegible] between him the said Complainant and

30 Pagodas on account of the aforesaid Commission and 31 Pagodas and

due from the said Defendant's Brother to the said Complainant [illegible]

him together with Interest amounted to 37[illegible] Pagodas and that the

said demand the Same of the Defendant [illegible]

[illegible] and that the said Defendant [illegible]

in Ballance of the said Account and that the Defendant [illegible]

Payments by the Defendant on account of the said Complainant

Pagodas in part on account [illegible] that the Defendant

while before the Present Suit was Commenced [illegible]

of the said Defendant to One hundred and twenty [illegible]

in the Ballance of an Account [illegible] from the said Defendant

Complainant and that he made the said Defendant [illegible]

[illegible]

[illegible] and that the said Defendant

[illegible] that he was at that time very short of [illegible]

[illegible]

Ballance and that the said Defendant [illegible]

last Mentioned Demand [illegible]

Any Deed of [illegible] Demand [illegible]

Complainant on any [illegible] Account and that the said Def.

Defendant made any [illegible]

[illegible]

Additional, Interrogatories

To be Administered to such Witnesses as shall be produced sworn and Examined on the Part and behalf of the Complainant in a certain Cause Now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam Wherein [illegible] Armogam by his Attorney Andrew [illegible] of Madras Inhabitant Complainant and [illegible] Condapah Chitty of the Same Place Inhabitant Defendant

To all the Witnesses } 1st Do you know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either of them If Yea How long have you so known them or either and which of them? Declare

To Khundypaukum Comrapah Chitty 2d Do you or do you not know that there have been Any dealings or Transaction between the Complainant and Defendant and have or have Not Any Matters of Friendship passed between them the said Complainant and Defendant do you or do you not know that the Complainant ever Borrowed Any Money from the Defendt or that the Defendant ever Borrowed Any Money from the Complainant were you And Narain the Defendant's Brother or Any Person or Persons and [illegible] by Name in a Godown on the Fort at Any time before this Present Suit was Commenced If Yea did or did Not the Complainant [illegible] to the said Godown at the time you and the said Defendant's Brother there If Yea did or did Not the said Complainant ask Narrain the said Defendant's Brother If Any of the said Defendant's would Pay him what he owed the said Complainant and what the said Defendt

Defendant and [illegible] the Said Demand [illegible] [illegible] would pay of the Complainant [illegible] did the Said Complainant [illegible] If yea [illegible] Answer and the Said Complainant [illegible] these Matters Answering to the Said Defendant [illegible] fully and Particularly Declare

To Ditto 3 Do you or do you not know that the Defendant [illegible] her Father Decease took Possession of her Father Estate [illegible] the Said Defendant [illegible] and Father Debts Declare

To Ditto 4th Do you or do you not know that the Said Def[illegible] any time or times before [illegible] Said Interrogatory [illegible] Complainant the Balance of [illegible] the Said Complainant with the Said Defendant [illegible] Demanded If yea [illegible] the Said Defendant [illegible] having any Demand [illegible] the Said Complainant [illegible] Declare

To Tengapah Chitty 5 Do you [illegible] the Defendant [illegible]

Answer did give Do you or did you or did you Not on the Said Occasion Advise the Said Defendant to make up or Settle Matters with the Said Complt Regarding his the Said Complainant Regarding his the Said Complainants demand in Question in this Cause If yea did or did Not the Said Deft desire you to Interfer therein If yea do you or did you or you not ask the Said Defendant upon what terms If yea what Answer did the Said Defendant Make thereto and what were the terms on which he the Said he wanted to Settle the Matters in Question Set forth the Same fully and particularly did you or did you not Acquaint the Said Complainant with the terms Offered by the Said Defendant, If yea what Answer did the Said Complainant Make thereto or what did he Say Regarding the Same or the Matters in Question Declare

To Ditto 6th. Do you or do you Not know the Defendant either came after fathers Decease to the Possession of her Father Estate and whether he the Said Deft did or did Not in Consequent pay part of his Said Fathers Debts Declare

To Narrain Chitty 7th Do you or do you or do you Not know whether the Complainant in this Cause ever Borrowed Any Money from the Defendant in this Cause or whether the Defendant ever at Any times Borrowed Any money from the Said Complainant Declare

To Ditto 8th. Did or did Not the Said Complainant at any time in or about the year of our Lord One thousand Seven hundred and Seventy Seven desire you to Demand And did you or did you Not Accordingly demand of the Said Defendant Any and what Sum

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time of being [illegible] in the Service of the [illegible] by the
Agent [illegible] the said Defendant [illegible]
said Defendant [illegible] the said [illegible]
[illegible] the said Defendant [illegible] the said Debt [illegible]
Complainant [illegible] of his Father [illegible]
[illegible]
Effects pay the Ballance of the Ready Cash lent and Claimed by the
said [illegible] Defendant [illegible]
[illegible] the said Debt [illegible] the Complainant [illegible]
and [illegible] did Not the said Defendant [illegible]
to demand the said Complainant [illegible]
[illegible]
[illegible] did you Not [illegible]
[illegible] did you or did you Not [illegible]
Defendant [illegible] the said Complainant [illegible]
and Did [illegible]
him Any and what Sum of Money [illegible]
[illegible] Did or Did not the said Complainant
Any thing about the said Debt [illegible]
the said Complainant [illegible] about the same [illegible]
Matters fully and Particularly Declare

To Ditto 9th Did or did Not the said Defendant [illegible]
[illegible] Say Any thing [illegible]
[illegible]

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What did the said Defendant Say or desire of you regarding the
Same And what Answer did you Make or give thereto fully and Particularly
Declare

To Ditto 10th Do you or do you Not know that the said Defendant After his
Father Decease take Possession of his Father Estate and whether
the said Defendant did or did not in Consequence pay part of his
Fathers Debts Declare

To Villoor Comarapah Chitty 11th Do you or do you not know whether
the Complainant in this Cause ever Borrowed Any Money from
the Defendant in this Cause or whether the Defendant ever
at Any times Borrowed Any Money from the Complainant
Declare

To Ditto 12th Did or did not Narrain Chitty at Any time in or about the year
of Our Lord 1777 Apply to the Defendant in your Presence
or otherwise and how and did he the said Narrain Chitty
or did he not in the Name of the Complainant or otherwise and
how demand of the said Defendant Any and what Sum of
Money If yea what Answer did the said Defendant make
thereto or what did he the said Defendant Say about the said
Demand or the Particulars thereof &c Did or did not the said
Defendant Offer to pay his Fathers Debt to the said Compl^t
And the Condition Annexed to either of them either without
Interest and did or did Not the said Defendant offer to pay
the Ballance of the Ready Cash lent and Claimed by the said
Complainant

Complainant [illegible] of [illegible] that the said D[illegible]
Deceased the said [illegible] Chitty [illegible] the said [illegible]
settled with the said Complainant [illegible]
[illegible] that the said [illegible] Chitty [illegible]
his Chitty [illegible]
the Matter fully [illegible] Declares.

To Ditto 13th Deponent [illegible] the said Dep[illegible]
[illegible]
[illegible] the Complainant [illegible]
[illegible] that Defendant after his Father Deceased
of the Father Estate [illegible] the said Def[illegible]
[illegible]

To Ditto 14th Deponent [illegible]
[illegible] Names [illegible] Deponent [illegible]
[illegible]
whether [illegible]
[illegible]
the Children [illegible] Declares.

To all the Witnesses 15th Deponent [illegible]
[illegible] touching the Matter [illegible]
in this Cause [illegible]
Complainant [illegible]
Defendant [illegible]
[illegible]

Mayor's Court at
Madraspatnam

Between Armogam by his Attorney Andrew Moraes of Madras Inhabitant Complainant and Namacara Cundapah Chitty of the Same Place Inhabitant Defendant

On the Part of the Complt

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

Kundyparukum Comarapah Chitty of Madras Merchant Aged 50 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 21 Day of August 1780 Signified at the Office of Mr David Shaw who is Attorney for the Defendant by Cundapah My who also left with him 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 doth he doth know the Complainant Armogam in this Cause and hath so known him thirty Years or thereabouts and that he doth know the Defendant Namacar Cundapah Chitty in this Cause and that he hath so known him thirty Years or thereabouts and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that there was no dealing between the Complainant and Defendant Named in this Interrogatories and likewise matter of Friendship passed between them and that the Complainant to his knowledge never borrowed any

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any Money of the Defendant but the Deponent hath known of the

that the Defendant [illegible] Chitty and the Deponent [illegible]

the [illegible] of [illegible] Chitty [illegible]

when [illegible] of Godown at the Said [illegible]

the Complainant did come to the Godown and did [illegible]

were Present that the said Complainant did ask [illegible]

[illegible] whether the said Defendant had [illegible] Pay the Rent of

the Defendant and [illegible] the Defen-

dant and for the Said [illegible] the said Go-

down Rent he should Pay the [illegible] he had

Replied that the [illegible] agreed to Pay Godown Rent [illegible]

[illegible] brought [illegible]

[illegible] Chitty and the [illegible]

that he had agreed to Pay Godown Rent for the [illegible]

[illegible]

3d [illegible] to the Interrogatory

To the third Interrogatory this Deponent Saith that the

the Defendant [illegible] this Cause after [illegible] Father Deceased

[illegible] of the Estate and that the Defendant [illegible]

his Father's Estate in consequence of the said Deponent

4th ..... Saith Not to the Interrogatory

To the fourth Interrogatory this Deponent Saith that the

Defendant before the [illegible]

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Did Agree to pay the Complainant the Ballance of his Account but that time the Defendant did Not Make Any Demand for Godown Rent and More Said Not to this or the last Interrogatory

Richd. Dighton
Exam.

Mayors Court at Madraspatnam

Between Armogam by his Atty Andrew Moore of Madras Inhabitant Complainant and Narracara Cundapah Chitty of the Same Place Inhabitant Defendant

On the Part of the Complt.

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

Yeagapah Chitty of Madras Merchant Aged 30 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 14th day of Augt 1780 signified at the Office of Mr Daniel Shaw who is Atty for the Defendant by Venagagam my Servant who also left him a Note of the Name Addition and a 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 Armogam in this Cause and that he hath so known him about the 15 or 20 Years and doth he doth know the Defendant Narracara Cundapah Chitty in this Cause and that

[illegible]

5th To the fifth Interrogatory this Deponent saith that the [illegible]

[illegible]

[illegible] deposed before the Examiner [illegible]

[illegible] the Complainant and Defendant [illegible]

Deponent [illegible] the Defendant [illegible]

[illegible] of the Defendant [illegible]

and the Defendant [illegible]

of the Defendant [illegible]

[illegible] the Complainant [illegible]

by the Defendant [illegible] the Defendant [illegible]

[illegible] the Complainant [illegible]

and the Complainant [illegible]

[illegible] saith not to this Interry

6th To The Last Interrogatory this Deponent saith that [illegible]

[illegible] of the [illegible]

[illegible] of the [illegible] and more saith not to the

last Interrogatory

Richd Dighton
Examr

[illegible]

Mayor's Court at
Madraspatnam

Between Arnogam by his Attorney Andrew Moraes of Madras Inhabitant Complainant and Namasar Cundapah Chitty of the same Place Inhabitant Defendant

On the Part of the Complainant

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

Velloor Camrapah Chitty of Madras Merchant Aged 60 Years being Produced as a Witness in this Cause on the Part of the Complainant was on the 26th Day of Augt 1780 [illegible] at the Office of Mr Daniel Shaw where [illegible] for the Defendant by Venayagam his Servant who also left him Notice of the name title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the First Interrogatory this Deponent saith that he doth know the Complainant Arnogam in this Cause and that he hath so known him 20 years and that he doth know the Defendant Namasara Cundapah Chitty and that he hath so known him 20 Years and more saith not to this Interrogatory

To the Eleventh Interrogatory this Deponent saith that the Complt never Borrowed any Money from the Defendant named in this Interry but that the Defendant hath Borrowed money from the Complt named in this Interrogatory and More saith not to this Interrogatory

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12th .... To the Twelfth Interrogatory this Deponent Saith that he doth [illegible] Naraein Chitty in the Year of Our Lord 1771 [illegible] to the Defendant on her Demand and the Naraein Chitty did in the Name of the Complainant demand the Sum [illegible] Pagodas and the said Defendants Answered that he would Pay the the Money borrowed of the Complainant but he would Not Pay the for the Commission and Dubbash from her Father but Only the Principal and the Defendant Offered to pay the said [illegible] the Interest and the said Defendant [illegible] Naraein Chitty [illegible] Matter Settled with the Complainant Accordingly but the Dep did not mention at that time about the Friendly [illegible] of the Chests in his Godown without Rent nor did he hear Naraein Chitty mention this to the Complainant and More Saith Not

13th ...... To the Thirteenth Interrogatory this Deponent Saith that he [illegible] that the Complainants Father was indebted to the Comp [illegible] Life time the Sum of Thirty Pagodas but he doth not know [illegible] this Money at the time of the Debt he doth not know [illegible] Deponent Saith that the Defendant did take Possession Father Estate after his Decease and did in Consequence pay part of the Debts And more Saith Not to this Interrog.

14th .... To the fourteenth Interrogatory this Deponent Saith that he [illegible] of the Complainants Chests the Defendant did make a [illegible] of God and [illegible]

but as a Present to the Child as is usual on these Occasions and More saith Not to the or the last Interrogatory

Richd Dighton
Examr

Villoor Comarapah Chitty

At the time of signing this Deponent Saith that he doth Remember that Namaiwa Cundapah Chitty did Mention the Friendly Offer of having kept the Complainants Chests in his Godown without Rent and this Deponent Saith at the time of this Examination he did Not Recollect this circumstance and More Saith Not.

Richd Dighton
Examr

Villoor Comarapah Chitty

Interrogatories

to be Administred to Such Witnesses as Shall be Produced Sworn And Examined in a Certain Cause Now depending and at issue in the Honble the Mayors Court at Madras. Madraspatnam Wherein Armagam by his Attorney Andrew Moraes of the Same Place Inhabitants Complainant and Namaiwa Cundapah Chitty of Madras Inhabitant Defendant

On the Part and behalf of the

To all the Witnesses } 1st Do you know the Parties to[?] [illegible] and Defendant [illegible] Interrogatories [illegible] of them and how long have you known them Respectively Declare &c..

To Moota Chitty
Ungapeny Chitty
Ullauvoga Chitty
Moota Comarapah Chitty
Moota Vag Chitty
Permal Seek and
Depenagh Chitty

2d Do you know or do you not know [illegible] and [illegible] Chitty [illegible] employed by [illegible] and [illegible] any and what Quantity and [illegible] Goods [illegible] you know whether during the [illegible] many and what [illegible] If Yea set forth the same [illegible] Do you know whether the Defendant and the said [illegible] Chitty did at any time and what [illegible] Goods. If yea do you not know whether the said Complainant [illegible] the said Defendant [illegible] whether the said Defendant and the said [illegible] of Money for the said Complainant [illegible] If Yea how much [illegible] the said Complainant [illegible] Commission [illegible] Declare Do you [illegible] Do you not know [illegible] and any other [illegible] time and [illegible]

of his Part of the Commission due to the said Complainant if Yea why did they so Earnestly Request Payment and what Reason did they Alledge how much was the Commission due to the said Complainant and how and in what Manner did the Defendant pay him the same set forth and Declare — Do you or do you not know whether the Defendant did at Any time and when Make the said Complainants Child a Present. If Yea what was the Present he so made and why and for what Reason did the Defendant make said Present and is Such Present usual and Customary for the Cast to Make or how otherwise Declare the whole of these Matters According to the best of your knowledge Remembrance and belief together with the Reasons of Such your belief fully and Particularly Declare.—

To Moota Chitty
Pouja Vormin
Moota Chitty
Kistnamah Chitty
Vencatachellum Naick
Ramchaney Chitty
Subramony Chitty
and
Gruie Moota Chitty

3d... Did you or did you Not know the Defendants Father in his life time. If Yea in what Circumstances was he and Could he demand of the said Complainants Assistance or how otherwise and when Did the Defendants Father Die as you know or do believe Declare do you or do not know whether there were any Accounts depending between the said Complainant and the Defendants Father in his life time. If Yea do you or do you not know whether the said Accounts were at any time and when Settled and Adjusted and how otherwise and how do you know the same Declare 4th Do you or do you not know of Any and what Punishment that was in Inflicted on the said Complainant by the Order or direction of any and what Person by Name If Yea when was the said Complainant so Punished and do you or did you not hear the said Complainant Confess

Expunged by order of Court at the hearing of the Cause
James Taylor
Regr.

his Parents agreed the Defendant [illegible]

how and in what Manner [illegible]

and what did he [illegible] the Defendant

Declare the whole of these Matters According to the best of your Remembrance and Belief together with the Reasons of Such your belief fully and Particularly Declare.

To Mark Chitty [illegible] Chitty and [illegible] Chitty

4th Do you or do you not know that the Defendant [illegible] time [illegible] to the said Complainant [illegible] of the said [illegible] and what Sort of Goods [illegible] If Yea [illegible] the Defendant to the said Complainant [illegible] Complainant [illegible] and [illegible] the said [illegible] to agree to Pay the Defendant the [illegible] whole of these matters According to the best of your knowledge and belief together with the Reasons of Such your belief fully and Particularly Declare.

To Ram Chitty [illegible] Chitty [illegible] Chitty [illegible] Chitty [illegible] Naick and Cundapah Chitty

5th Do you or do you not know that the Defendant [illegible] time [illegible] said Complainant [illegible]

of the said Godowns and what Rate per Month and Year the said Complainant so Rented a Part of the said Godowns and until what time he made use of them in keeping any and what goods wares Merchandize or them belonging to him and were the Godowns during any and what time Rented by the Defendant If Yea Set forth the Same as you know and do Believe? Do you or do you not whether the said Complainant did or did not at any and what time or times so he offer to pay and what Rent for the said Godowns If Yea for how long a time did he Offer to Pay the Rent and did or did not the Complainant at the time of his making such offer make some Declaration Relative to the Defendants Father and the Defendant If Yea what did the said Complainant Declare at the time as you know Set forth fully and do you or do you not know whether the Defendant did or did not Accept of the Offer of the Rent made to him by the said Complainant and if not why not? the whole of these Matters According to the best of your knowledge Remembrance and belief together with the Reasons of Such your belief fully and Particularly Declare

To Cundapah Chitty and Ramanah Naick

6th Do you or do you not or were you or were you not and any and what time Present when the said Complainant and one Comara Sawmy Modelly Demanded of the Payment of any and what Sum of Money as a Ballance due to the said Complainant from the Defendt and was there or was there not at that or at any other and what times any what Agreement made by and between the said Complainant & the Defendant Relative to the said Ballance If Yea what was the Agreement so made and how and in what manner was the said Ballance to be Answered for by the Dep^t [illegible] [illegible]

of your knowledge Remembrance and belief [illegible] [illegible]

your [illegible] fully and Particularly Declare.

To all the Witnesses } 7th Do you know of any other matter or thing or can you [illegible] set forth any thing touching the Matters in Question in this cause [illegible] to the Benefit and advantage of the Defendant [illegible] Interrogated unto If yea Declare the same fully and at large [illegible] him thereunto Particularly Interrogated.

Atty for the Def^t

Mayor's Court at Madraspatnam

Between Armegam [illegible] [illegible] Complainant and Namana Candapah Chetty [illegible] Merchant Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and [illegible] Examined in this Cause as followeth.

Mootoo Chitty of Madras Merchant aged 38 Years or thereabouts being [illegible] a Witness in this Cause on the Part of the Complainant [illegible] the 16 Day of [illegible] 1780 [illegible] at the Office of [illegible] Attorney for the Complainant [illegible] by [illegible] on behalf of the said Defendant and afterwards on the same Day being [illegible]

Examined Deponent as followeth

To the First Interrogatory this Deponent saith that he doth know the Complainant Armegam in this Cause and that he hath so known him 25 Years and that he doth Also know the Defendant Namana Candapah Chetty in this Cause and that he hath so known him 17 Years and More Saith not to this Interrog.

To the Second Interrog. this Deponent saith that he doth know that the Defendant and One Rudy Narrain Chitty were about seven years ago Employed by Messrs Pelling and De Fries to Provide for them between 20 and thirty thousand Pagodas worth of Goods for the Goa Market such as Long Cloth Chintz Silk Handkerchiefs Vendy Pollam Handkerchiefs and upon the Consideration of Two p Cent Commission and that the best of this Deponents Remembrance there were ten or twelve Bales of Vendy Pollam Red Handkerchiefs and that this Deponent doth know that the Defendant and the said Rudy Narrain Chitty this Deponent at Any time Employ the said Complainant to Provide Any Sorts of Goods that at the said Defendant and Rudy Narrain Chitty were Sorting their Goods in their Godown the Compl^t came there and Requested as he was Related to them and taken a good deal of Pains to Showing the Musters to Messrs Pelling and De Fries to Allow him some Commission on the said Goods so provided the said Defendant and Rudy Narrain Chitty Acceding thereto agreed to Allow him four p Cent on 6000 Pagodas and that the said Defendants And Rudy Narrain Chitty doth Promised to pay the said Complainant his Commission and that the

Came to the knowledge hereof by being on the Service of the [illegible] and that this Deponent [illegible] Complainant [illegible] Decently [illegible] the Defendant [illegible] Part of the Commission [illegible] the said Complainant and [illegible] Commission [illegible] Deponent [illegible] gold hand Rings for him [illegible] said Complainant 15 Pagodas [illegible] the said Defendant [illegible] Making a pair of gold hand Rings for his [illegible] at the time of [illegible] the said Complainant [illegible] his the said Defendant's Father a [illegible] gold hand Ring [illegible] one Pagoda and told his Father to tell the Complainant [illegible] hand Rings and also one Pagoda and told his Father that the gold hand Rings were [illegible] Commission and that the one Pagoda [illegible] for the [illegible] Interrogatory

3 To the third Interrogatory this Deponent saith that the Defendant's Father [illegible] the said Complainant [illegible] Supplied [illegible] the Defendant [illegible] this Deponent of Eight years [illegible] Deponent [illegible] Defendant's Father [illegible] that the [illegible]

raged by
his Hand
behaving
the Lance
nie Taylor
Reg.

the Government of Mr. Stratton by Order or directions of Mr. Jourdan but this Deponent did not hear the said Complainant Express his Resentment ag.st the Defendant for the Punishment he had Received and more Saith not to this Interrogatory

4 To the fourth Interrogatory this Deponent Saith that the Complainant informed this Deponent that she wanted some gingham and redcheck Handkerchiefs for Mr. Holland this Deponent Accordingly by the Order of the said Defendant Carried some gingham and Redcheck Handkerchiefs to Mr. Hollands House where he left them and went away about 10 days After the said Complainant Returned all the gingham and handkerchiefs Except One Piece of handkerchiefs, and to the best of this Deponents remembrance he told the said Complainant the Price of the said Handkerchiefs was either two and three Quarters or three Pagodas ℘ Piece but the said Complainant Never did Pay the Defendant the money for the said handkerchiefs that whenever this Deponent demanded from the said Complainant the Money for the said Piece of Handkerchiefs he desired him to carry it to the Account and more Saith not to this Interrog.y

5 To the fifth Interrog.y this Deponent Saith that he doth know that soon After the Siege of Madras the Defendant in this Cause Rented a garden belong to Mr. Trenthark Situated Near North Gate which he Continued in Possession of About 12 Years and then Rented One the Property of Nicholas Morse Esq.r Deceased which he kept About 6 Years, and then hired One belonging to general Sir Robert Fletcher where he continued two or three years and then Returned to the

One

can be found, to be belonging to the Said Estate [illegible] of the Said Deponent [illegible] the Deponent [illegible] all the Books of the Said Deponent from the Defendant [illegible] and the Bills of [illegible] Pagodas for [illegible] Chests the Deponent belonging to the Said Estate [illegible] the Books belonging to the Estate [illegible] Deponent [illegible] by the Said Deponent [illegible] [illegible] the Deponent [illegible] [illegible] the Said Complainant [illegible] of the Said Deponent [illegible] [illegible] the Said Estate [illegible] Deponent [illegible] [illegible] by the Books of the Said Deponent [illegible] [illegible] to the Defendant's Father and the Defendant [illegible] to the Interrogatory

6th ---- To the Sixth Interrogatory this Deponent Saith [illegible] the Complainant had Borrowed any money of the Said Defendant and became the Interest thereof Annually [illegible] Appeared a Balance of [illegible] Pagodas due from the Defendant [illegible] Complainant [illegible] Sworn and [illegible] attorney Defendant Engaged 280 Pagodas [illegible] [illegible]

of him 71 Pagodas and half being the Amount of the Principal and Interest due to the Complainant which the Said Defendant Promised to discharge and More Saith not to this Interry.—

—To the last Interry this Deponent Saith that when the Complainant and the Defendant Settled their Accounts Annually the Complainant never Mentioned any demand on him the Defendant on Account of his the Defendant's Father— and more Saith not to this or the last Interry—

Mayor's Court at
Madraspatnam

Between Armogam by his Atty Andrew Moraes of Madras Inhabitant Complainant and Namasevoy Cumpah Chitty of the Same Place Inhabitant Defendant

On the Part of the Defendant

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

Chinglevoy Chitty of Madras Merchant Aged 35 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 15th day of May 1780 Signified at the Office of Mr. John Sykes who is Attorney for the Complainant by Cundappa My Servant who also left [illegible] Notice of the Name Title and Place of a Bode of the Said Deponent and Afterwards on the Same Day being Sworn and Examined Deposeth followeth

1 ...... To the first Interrogatory this Deponent Saith that he doth know the Complainant Ammagam in this Cause and that he hath known him 20 Years or thereabouts and that he doth also know the Namacar Condapah Chitty in this Cause and that he hath known him 30 Years or thereabouts and More Saith not to this Interrogatory

2 ...... To the Second Interrog. this Deponent saith that he doth [illegible] whether the Defendant and One [illegible] were at that time Employed by Messrs [illegible] and De [illegible] Any Quantity of Goods for the [illegible] but that he knows the Complainant and the [illegible] Several times [illegible] Defendant [illegible] upon which [illegible] going to the [illegible] Defendant to [illegible] for him but did not mention [illegible] which the said Defendant [illegible] this Deponent 110 Pagodas [illegible] Complainant [illegible] this Deponent [illegible] to this Defendant [illegible] the Defendant [illegible] the said Complainant [illegible] by the Defendant [illegible] on the Complainant [illegible]

Which said Pagoda was a Present it being Customary for the Chest to Make a Present on the Such Occasions And More Saith not to this or the last Interrogatory

Welch
Examiner

Mayor's Court at Madraspatnam

Between Ammagam by his Atty. Andrew Moraes of Madras Inhabitant Complainant and Namacar Condapah Chitty of the same Place Inhabitant Defendant

On the Part of the Defendant

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

Sellawengah Chitty of Madras Merchant Aged 60 Years being produced as Witness in this Cause on the Part of the Defendant was on the 15 Day of May 1780 Signified at the Office of Mr. John Sykes who is Attorney for the Complainant by Condapah Chy's Servant who also Left him a Note of the Name & Usual Place of abode of the said Deponent And Afterwards On the same Day been Sworn and Examined Deposeth as followeth

1 To the First Interrogatory this Deponent Saith that he doth know the Compl.t Ammagam in this Cause and that he hath so known him 20 Years and doth he doth Also know the Defendant Namacar Condapah Chitty in this Cause and that he hath so known so known him 40 Years or thereabouts And more Saith not to this Interog.

2 ...... To the Second Interog. this Deponent Saith that he does not know

Whether

(305)

Whether the Defendant And Ree Audy Narrain Chitty when at Any time Employ'd
by Messrs Pelling and de Fries to provide for them Any Quantity of Goods for
the Goa Market but this Deponent doth know that the said Complainant
did two or three Different times Came to the Defendant and Demand
Commission that the Sadimas due to him which the said Defendant
Promised to Pay the the Amount was not mentioned or on what Accou
said Complainant One Day told the Defendant that he was going
Namegoun son and wanted the said Commission to make of
ring for him in consequence of which the said ...
ten Pagodas to get a Gold hand rings made which the said
Accordingly what done and brought to the said Defendant
... the One Pagodas by his the Defendant ... to the said
... and more Saith not to this Interrogatory

Witness Present

[illegible]

Mayor's Court at
Madraspatnam

Between Arangam ... of Madras Inhabitant
Complainant and Namasar Condapah
Madras Inhabitant Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by ...
Commissioners in this Court ...

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157 (306)

Deysoroy Chitty of Madras Shroff Aged 33 Years or thereabouts being
Produced as a Witness in this Cause on the Part of the Defendant was on the 11th Day of
October 1780 Signified at the Office of Mr John Sykes who his Attorney for the Compl
by Vinayagam My Servant who also let him One 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 doth know the
Complainant Arangam in this Cause and that he hath so known him
25 Years and doth he doth know the Defendant Namasar Condapah
Condapa Chitty in this Cause and he hath so known him 25 Years
And More Saith Not to this Interry—

To the Second Interrogatory this Deponent Saith that the Defendant
in this Interrogatories Named and Audy Narrain Chitty were Employed
by Messrs Pelling and Defries to Provide Sundry Goods for the Goa
Market such as Chints Ginghams Handkerchiefs and what Conditions
or they were paid for their trouble this Deponent knoweth not Neither doth
this Deponent know whether Among the said Goods so Provided there
were Sunday Pullicat Red handkerchiefs or not or whether the Defendant
in this Interry Named And Audy Narrain Chitty employed the Compl
in the Interrogatories Named or not or whether he was employed
Separately or Any otherwise or whether Audy Narrain Chitty
Promised Any Sum or Sums of Money as Commission or other
wise for the Complainants trouble or how the Commission was

to be [illegible] that he was present about [illegible] Eight Years ago when the [illegible] came alone to Namacar Cundapa Chetty made the Interrogatory and [illegible] of him Commission on Goods Provided by Chetty [illegible] Chetty and [illegible] Cundapah Chetty for [illegible] but that he [illegible] Commission then [illegible] Demanded of the Defendant in the Interrogatory mentioned [illegible] the Defendant was to pay the said Commission this Deponent [illegible] doth not know but this Deponent doth not know [illegible] Months After the Complainant did Demand said Commission [illegible] Cundapa Chetty gave his Father One Pagoda and a [illegible] Gold [illegible] and desired him to give the Pagoda as a present to Armogum [illegible] whereas to have to head [illegible] and to Ears [illegible] that the [illegible] on Account of Commission for [illegible] Goods and this Deponent [illegible] that it is the Custom of this Cast for the [illegible] to give Presents at the time of their Ceremony being [illegible] Child And More Saith not to the [illegible] the last Interrogatory

Witn.
Exam.

3086

Mayor's Court at
Madraspatnam

Between Armogum of [illegible]
Merchant of Madras Inhabitant [illegible]
And Namacar Cundapah Chetty of
[illegible] Merchant Defendant

Depositions of Witnesses taken in this Cause on the Part of the Def[illegible]

On the Part of the Def[illegible]

Punja Veeranum Moota Chitty of Madras Merchant Aged 40 ars or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant on the 24 Day of March 1780 Sworn at the Office of Mr. John [illegible] his Atty the Compt. by Cundapa any Servant who also Left him Copie of the Name title & ace of Abode of the Said Deponent And Afterwards On the Same Day being Sworn d Examined Deposeth as followeth

1 ...... To the First Interry this Deponent Saith that he doth know the Compt. Armogam in this Cause and that he hath so known him 15 Years and that he doth know the Defendant Namacar Cundapa Chetty in this Cause and that he hath so known him 20 Years more saith not to this Interrogatory

.... To the third Interry this Deponent Saith that he did know the Deft. Father in his lifetime and that he was in Such Circumstances that he Could Not been one of the said Complainants Customers and that to the best of this Deponent Remembrance of the said Defendants Father did Between Eight and Nine Years Ago and that this Deponent doe not know whether or were not Any Account depending between the said Complainant and Defendants in his life time but this Deponent doth know that the said Defendant Complained to the Justice of the Month whose name this Deponent forgets of the said Compt. for a business him and that this Deponent has heard that in Consequence of such Complainant there was some Punishment inflicted on the said Defendant but this Deponent doe not Remember when the said Defendant

hanged by
of the Court
the hearing
the Cause
James Taylor
Reg.

Defendant was so Incensed [illegible] to have [illegible] the said Complainant Expr[illegible] his Resentment Ag.st the Defendant for the Punishment he had [illegible]

And More Saith Not to this or the last Interrogatory

Welsh
Exam.r

[illegible]

Mayors Court at
Madraspatnam

Between Amogam by his Att.y
Andrew Morais of Madras Inhabitant Complainant
and Namasa Cundapah Chitty of the same
place Merchant Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause
before the Examiner in this Court as follows to wit

Vencatachellum Naick of Madras Peon Aged [illegible] or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant [illegible] 13 Day of February 1740 Signified at the Office of M.r John Sykes [illegible] for the Complainant by Cundapa [illegible] his Servant who also [illegible] title And Place of Abode of the said Deponent and afterwards [illegible] being Sworn and Examined Deposeth as follows to wit

1. To the First Interrogatory the Deponent Saith he doth [illegible] Complainant in this Cause and that he hath [illegible] and doth he doth Also know the Defendant in this Cause he hath so known him [illegible] years and [illegible]

2. To the 2.d [illegible]

he was in need of the said Complainant's Assistance or when the said Deft.s Father died or whether there was Any Accounts depending between the said Complainant and the Defendant's Father in his lifetime" but this Deponent doth know that the Defendant in this Cause lodged a Complaint Ag.st the Complainant in this Cause to M.r Sewarden when he was Justice of the Month for Bussing him and what M.r Sewarden Ordered the said Complainant to be put in the Stocks but this Deponent cannot remember how long it is ago" this Deponent was Sometime Ago was Peon to Ninapen Dubash to M.r Sykes and was one day sitting at the said Ninapens Door when the Complainant in this Cause came there" and told this Deponent in this Cause had Complained to M.r Sewarden Ag.st him for Bussing him the Defendant therefore he wanted to Prosecute the Defendant in this Hon.ble Court and Carry him to Prison" this Deponent asked the Complainant whether the Defendant owed him Any Money the Complainant Replied that the Defendant did Not but that he would prosecute him for some Money that his the Defendant's Father was Indebted to him and more Saith not to this or the last Interrogatory

Expung'd by Order of Court at the hearing of this Cause
James Taylor
Reg.r

Welsh
Exam.r

Mayors Court at
Madraspatnam

Between Amogam by his Att.y
Andrew Morais of Madras Inhabitant
Complainant and Namasa Cundapah
Chitty of the Same place Inhabitant
Defendant

On the Side of the Defendant

Depositions of Witnesses taken in this Cause by and [illegible]
Examiner in this Court as followeth

Narrashawmy Chitty of [illegible] Aged 25 Years being produced as
a Witness in this Cause on the Side of the Defendant was on the 11 Day of [illegible]
Signified at the Office of Mr Sykes the Attorney for the Complainant by
My Servant who also left him a Note of the Name title and Place of abode
said Deponent and Afterwards on the same Day being sworn and Examined
saith as followeth—

1. To the first Interrogatory this Deponent saith that he doth [illegible]
Complainant Arnogam in this Cause and that he hath so known him
Eight Years and doth he doth know the Defendant [illegible]
in this Cause and that he hath so known him 18 Years
Saith Nott to this Interry

3. To the third Interrogatory this Deponent saith that he did [illegible]
Namasivaya Condapah Chitty Father and that he was [illegible]
and this Deponent doth not believe [illegible]
[illegible] and this Defendant Father Died about 8 Years [illegible]
Saith [illegible]
[illegible] Defendant Mother doth he know [illegible]

Expunged by having been [illegible] on the Complainant [illegible]
[illegible] at the hearing [illegible] the Complainant [illegible]
of this Cause
James Sykes [illegible] Defendant [illegible]

And More Saith not to this or the last Interrogatory—

Richard Dighton
Examr

Mayor's Court at
Madraspatnam—

Between Arnogam by his
Attorney Andrew Morais of Madras
Inhabitant Complainant and Namasivaya
Condapah Chitty of the same place—
Inhabitant Defendant—

On the Part of the Defendant

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

Ramakistnamah Chitty of Madras Merchant Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 18 Day of February 1780 Signified at the Office of Mr John Sykes who is Attorney for the Complainant by Condo 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 doth he doth know the Complainant Arnogam in this Cause and that he hath so known him 15 or 16 Years and doth he doth Also know the Defendant Namasivaya Condapah Chitty in this Cause and that he hath so known him 16 or 17 Years and more Saith not to this Interrogatory—

4 — To the fourth Interrogatory this Deponent Saith doth he does not know whether the Defendant did at Any time Deliver to the Said Complainant Any Number of Pieces of Red handkerchiefs together with Any other Sort of Goods And More Saith not to this Interry

5

(313)

5th To the Fifth Interrogatory this Deponent Saith that he [illegible]

[illegible] of the Said [illegible]

[illegible] Deponent [illegible]

[illegible] to the [illegible] Said Dep[illegible]

when he [illegible] and that this Deponent [illegible]

that the Said Complainant did kept [illegible]

to Mr [illegible]

at the [illegible] by the Said Deponent [illegible]

[illegible] the Said Complainant [illegible]

[illegible] the Deponent [illegible] Chitty [illegible]

and the Defendant [illegible] Chitty [illegible]

[illegible] when the Complainant [illegible]

Broker the [illegible] of the Defendant [illegible]

[illegible] the [illegible] of the [illegible]

from the Said Defendant [illegible]

[illegible] the Defendants Broker [illegible]

[illegible] from him to the Said Dep[illegible]

which the Said Complainant [illegible]

of [illegible] the Complainant [illegible]

[illegible] the [illegible] Deponent [illegible]

[illegible] the Complainant the [illegible]

and More Saith Not to the Said Interrog[illegible]

Witness
Exam^r

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Mayor's Court at
Madraspatnam

Between Armagam by his Attorney
Andrew Moraes of Madras Inhabitant Compl^t
And Namaar Candapah Chitty of Madras
Merchant Defendants

On the Part of the Defendant

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

Candapah Chitty of Madras Shroff Aged 31 Years being Produced as Witness in this Cause on the Part of the Defendant was on the 18 Day of February 1780 Signified at the Office of Mr John Sykes who is Attorney for the Complainant by Candapah My Servant who also left with him Notice of the Name title and a 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 doth he doth know the Compl^t Armogam in this Cause and that he hath so known him these 15 Years and doth he doth know the Defendant Namaar Candapah Chitty in this Cause and that he hath so known him 12 Years and More Saith Not to this Interrog^y

To the fourth Interrogatory this Deponent Saith he does not know whether the Defendant did at Any time deliver the Said Complainant Any number of Peices of Red handkerchiefs together with Any other sort of Goods and more Saith not to this Interrogatory.

To the fifth Interrogatory this Deponent Saith that he does not know whether the Defendant did Any time or times Sent Any Godown for Mr [illegible] and Nicholas Morse Esq^r Deceased or

other

the Matters [illegible] [illegible]
Interrogatory.

6th ... To the Sixth Interrogatory this Defendant [illegible]
Eight [illegible] [illegible]
Demanded of the Defendant the Payment of [illegible]
the Principal and Interest of a [illegible]
from the Defendant which the said Defendant [illegible]
[illegible] to the said Interrogatory.

Witness
Examd

Filed 20 Nov
1720

In the Honble the
Court at Madrapat
Between [illegible]
[illegible] Minor of [illegible]
Complainant and [illegible]
Chitty of the same Place
Defendant.

Exceptions taken by [illegible]
the Interrogatories and Depositions [illegible]
Defendant
Exd

Chitty Punja Vunnam. Mootoo Chitty Kistnamah Chitty Vencatachellum. Naick Ramshawy Chitty Subramony Chitty and Yenee. Moorty Chitty Viz:

Do you or do you Not know of Any And what Punishment what was Inflicted on the said Complainant by the Order or direction of Any and what Persons did the said Complainant by the Order or directions of Any and what Persons by Name If Yea when was the said Complainant so Punished & did you or did you not the said Complainant Express a Resentment Agt the Defendant for the Punishment he had Received if Yea how and in what Manner did he Express a Resentment Agt the Defendant and what did he say he had done to be Revenged on the Defendant Setforth And Declare which said Interrogatories the Complainant doth so Except to because the same are clearly foreign to and Unconnected with the Matters in Question in this Cause and what is mentioned Setforth and Alledged therein and Could have been Meant and Calculated with no other View Intent or design than to throw an odium on the said Complainant And if Possible to draw the Attention of this Honble Court from the Real Matters in Question

Secondly the Said Complainant doth Except to the Depositions of Mootoo Chitty Punja Vunnam. Mootoo Chitty Vencatachellum. Naick and Ramshawy taken to the said Interrogatories foreign Also and improper to be Admitted as Part of the Depositions in this Cause

Thirdly the Said Complainant doth Also Except to the said Interrogatorys and Depositions as he has been [illegible] thereby but to an Extraordinary and unnecessary Expence both in the Regard to the taking Copies of them and otherwise

In

(317)

In All which [illegible]

[illegible]

[illegible] the Defend.t

John Sykes
Att.r Compl.t

Mayor's Court at Madraspatnam — Tuesday the 27th Day of [illegible]
Anno Domini [illegible]

Present

Benj.a Roebuck Esq.r Mayor
Edw.d John Holland [illegible] Esq.rs
Aldermen

Between [illegible]

[illegible]

[illegible]

[illegible]

This Cause [illegible]

[illegible]

[illegible]

[illegible]

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of the Complainant the Interrogatories and Depositions on the Part of the Defendant On Hearing the Pleadings Made Use of by the Att.s 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 One hundred and Seventy Seven Pagodas Twenty Seven fanams and thirty four Cash (Pag.s 177.. 27.. 34) together with all Such Interest as now is or Shall hereafter become due thereon untill full Payment is Made deducting therefrom the Sum of Fourteen Pagodas (Pag.s 14.. .. ..) Advanced by the Defendant Gold hand Rings for the Complainants Son together with Such Interest as is now or shall hereafter become due thereon Commencing from the Tenth Day of January 1728 and it is further Ordered and Decreed that the Parties do bear Costs of so far as Each has prevailed in the Suit

Fild the 17 February
1731

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

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Samuel Troutbeck of Fort Saint George Merchant that William Harrison and John Lathom Executors Named in the last Will and Testament of Michael Tonnill Deceased Stands Indebted unto your orator in the full and Just Sum of One hundred and thirteen Pagodas and thirty One fanams Current Money of Madras [illegible] Making in Great Britain at the rate of Eight Shillings for every Pagoda the Sum of forty four Pounds and Ten Shillings or thereabouts as will more fully largely Appear by Copy of an Account Current [illegible] your and Confederates your Orator by the Said Robert [illegible] his Life time Bearing date the [illegible] day of January 1776 [illegible] for the Inspection of this Honble Court [illegible] your Orator [illegible] as part of this his Bill of Complaint [illegible] your Orator Contrary and [illegible] to the Rules [illegible] Equity and good that the Said William Harrison and John Leathom [illegible] Will in this Honble Court and have thereby taken upon them Burden and Execution of the said Will and by the [illegible] of Court [illegible] being thereunto had may [illegible] hath frequently Tendered an Amicable Manner Required the said Sum of One hundred and thirty Pagodas Thirty One

But now so it is May it Please [illegible] the said William Harrison and John Leathom Absolutely [illegible] Refuse to Pay the Same or to give your Orator any [illegible] touching the Premises your Orator [illegible] the Premises your Orator therefore Prays [illegible] Honble Court Shall Appear Agreeable to Equity and good [illegible] the said William Harrison

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 the Same were here Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto your Orator the Afforesaid Sum of One hundred and thirty Pagodas and thirty One fanams together with all such Interest as now is or Shall hereafter become due thereon Also all Costs of this Suit

May it Please this the Honble Court to Cause the Said William Harrison and John Leathom to be Summoned & Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be And Appear before this Honble Court At a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to And abide by Such Order and Decree therein as to this Honble Court Shall Seem Meet

17th February 1781
This Bill was Shewn to me
Between the Days of Adjournment
Let Admons. Issue Returnable
Next Court Day
W Roebuck
Mayor

Henry Du Puy
Attorney Complt

Dr. Messrs William Harrison & John Latham Executors to the Last Will and Testament of Michael Tennill Deceased in Account Current with Samuel Troutback Cr

To Principal Sum of the said Bond [illegible]	150 –	1776 June 1 By Interest [illegible]	3 33
To Interest Due from 1 January 1776 [illegible]	76 34 67	[illegible]	3 33
		[illegible]	5
		[illegible]	7 [illegible]
		[illegible]	6 11
		1781 [illegible]	30
		[illegible]	11 36
		1782 [illegible]	5
		[illegible]	5
		1783 [illegible]	11
		Pagodas	113 3
		[illegible]	113
Pagodas	226 34 67	Pagodas	226 34 67

Pagodas 226 34 67

Know all Men by these Presents that I Michael Tennill of Madraspatnam Victualer am held and firmly bound unto Samuel Troutback of Fort Saint George Madraspatnam Gentlemen in the Penl. Sum of three hundred Star Pagodas Current Money of Madras to the Payment whereof well and truly to be Paid to the said Samuel Troutback his heirs Executors Admrs 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 1st Day of January in the Year of Our Lord 1776.

Whereas the Above bound Michell Tennill hath borrowed and Received of the Above Named Samuel Troutback the full and Just Sum of One hundred and Fifty Pagodas Current Money of Madras to Run at Interest at the Rate of Ten Star Pagodas P Cent P Annum

Now the Condition of this Obligation is Such that if the Above bound Michael Tennill his heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be Paid unto the said Samuel Troutback his heirs Executors Administrators or Assigns the full and Just Sum of One hundred and fifty Star Pagodas Current Money of Madras as aforesaid together with such Interest as shall or may become due thereupon then this Obligation to be void and no Effect otherwise to Continue in full Force and Virtue

Signed Sealed and Delivered
where no Stampd paper is to be
had in the Presence of
Rangayah Writer
Thomas Johnson

Michl. Tennill (LS)

A true Copy
Hl. Dupuy

Mayor's Court at Madraspatnam

Tuesday the 3^{d} Day of April Anno Domini 1781

Present

Benjamin Roebuck Esq^{r} Mayor

Edw^{d} Saunders and Will^{m} Webb

Aldermen

Between Samuel Troutbeck of Fort Saint George Merchant Complainant and William Harrison and John Latham Executors Named in the Last Will and Testament of Michael Tennell Deceased Defendant

It Appearing by the Records of this Court that the Usual Rules have Issued for the Defendant to Answer the Complainants Bill which they have Neglected doing this Court doth therefore think fit to Order And Decree and doth Accordingly Order and Decree that the Defendant Shall Pay unto the Complainant Out of the Estate And Effects of Michael Tennell Deceased the full And Just Sum of One Hundred and thirteen Pagodas And thirty One fanams (Pag^{s} 113 . 31 . .) together with All Such Interest as Now is or Shall hereafter become due thereon untill full Payment is made Also all Costs of this Suit

Flory

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Chinnapergad Chitty of Madras [illegible] that Nicolas de Monte of Madras Inhabitant [illegible] Mutall Chitty of the same Place Inhabitant [illegible] indebted unto your Orator in the just Sum of thirty Six Pagodas four fanams and twenty [illegible] of Madras Making in Sterling Money of Great Britain [illegible] Shillings for every Pagoda the Sum of Fourteen Pounds and [illegible] [illegible] will more fully and at large appear [illegible] for the payment [illegible] hereunto Annexed [illegible] of this Honble Court and which your Orator Prays [illegible] of this his Bill of Complaint the [illegible] being in your Orator Custody ready to be Produced for this Honble Court if required and your Orator [illegible] Honble Court that he hath frequently [illegible] the Payment of the said Sum of Six Pagodas four fanams [illegible] Cash

But now so it is May it Please [illegible] Court the said Mutall Chitty [illegible] the Same to give your Orator Any Manner of Satisfaction [illegible] the Premises your Orator therefore Prays [illegible] Honble Court Shall [illegible]

End therefore that the said Mutall Chitty May upon his Corporal Oath full true direct And Perfect Answer Make to All and Singular the Matters and things herein before Setforth And Alledged fully truely and Effectually to All Intents and Purposes as if the Same were here Again Repeated And particularly Interrogated and that he May be Decreed to Pay unto your Orator the Aforesaid Sum of thirty Six Pagodas four fanams and twenty four Cash 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 the said Mutall Chitty to be Summoned And Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed And Appointed then and there to Answer this your Orator Bill of Complaint and further to Stand to and Abide by Such Order and Decree therein as to this Honble Court Shall Seem Meet

John Sykes
Attt for the Compt

2d December 1780

This Bill was Shewn to me on the Day of Adjournment let a Summons Issue Returnable Next Court Day

Edwd Jno Holland
Mayor

Dr. Muttall Chitty in Account with Chinnapayah Chitty

1750 March 25	To 20 Pieces of [illegible]	60		1750 March 25	By Cash [illegible]	
	To 2 Do of [illegible]	32			By [illegible]	
	To 2 Do of [illegible]	6.2			By Interest [illegible] 1750 [illegible]	
	To Interest [illegible] from 25 March to 16 November 1750 [illegible]	7.38.35			[illegible] By Balance Due	
	Pagodas	110.5.25			Pagodas	

Madrass 16 November 1750

E. E.

[illegible]

To all People to whom these Presents shall come [illegible] Muttall Chitty of Madrass [illegible] date the 16th day of November in the Present Year [illegible] Instant [illegible] 36 Pagodas [illegible] by the Said Account [illegible] Chinnapayah Chitty for [illegible] de Monte [illegible] of Madrass [illegible] of these Presents [illegible] Chinnapayah Chitty [illegible] and the Money [illegible]

Interest as fournd to the and every Part thereof and the Said Chinnapayah Chitty for the Consideration aforesaid hath Made Constituted And Appointed and by these Presents hath Made Constitute and Appoint the Said Nicholas de Monte his Executors And Administrators is true and lawfull Atty and Attorneys Irrevocable for him and in his Name and in the Name and Names of his Executors And Administrators but for the Sole and Proper use and benefit of the Said Nicholas de Monte his Executors and Administrators to ask Require demand and Receive of the said Muttall Chitty his heirs Executors and Administrators become due on the Said Account and on non Payment thereof he the Said Nicholas de Monte his Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up the said Account and give sufficient Release or Discharge therefor and one or more Atty or Attys under him to Constitute and whatsoever the Said Nicolas de Monte or his Atty or Attorneys under him shall lawfully do in the Premises the said Chinnapayah doth hereby Allow and Affirm and the said Chinnapayah Chitty doth Covenant with the said Nicholas de Monte that he the Said Nicholas de Monte the said Chinnapaya hath not Received nor will Receive the Said Money due or to become due on the Said Account or any part thereof neither Shall or will Release or discharge the Same or Any part thereof but will own and Allow of all lawfull Proceedings for the Recovery thereof he the said Nicholas de Monte saving the Said Chinnapayah Chitty harmless of and from Any Costs that may happen to him thereby In Witness whereof the Said Chinnapayah

Chitty

Witness hereunto [illegible] hand and Seal [illegible] 11th Day of [illegible] 1778.

Signed Sealed and delivered in the Presence of [illegible]

[illegible]

Mayor's Court at Madraspatnam   Tuesday the 3rd Day of [illegible] Anno Domini [illegible]

Present

Benjamin Roebuck Esqr.

Edwd Saunders and William [illegible] Aldermen

Between [illegible] Complainant and [illegible] Defendant

It Appearing by the Records of the Court [illegible] for the Defendant to Answer the [illegible] [illegible] this Court [illegible] [illegible] Defendant shall Pay unto the Complainant the [illegible] of [illegible] Pagodas [illegible] fanams twenty [illegible] together with all [illegible]

Filed the 30th Decr 1779

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Tirmaneum Annachellum Moodilly of Madras Inhabitant that Leopold de Mayde of the Same Place Inhabitant Stands Indebted unto your Orator the full and Just Sum of Seventy Pagodas Nine fanams and Sixty Nine Cash Current money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty Eight Pounds and One Shilling or thereabouts as will More fully and At large Appear by Copy of the Note of hand and An Account Current hereunto Annexed for the Inspection of this Honble Court to which your Orator Most Humbly Refers and Prays the Same may be Admitted as part of this his Bill of Complaint your Orator further Sheweth unto this Honble Court that he hath frequently in a friendly Manner Requested payment from the said Leopold de Mayde of the Said Sum of Seventy Pagodas Nine fanams and Sixty Nine Cash.

But now so it is May it Please this Honble Court the said Leopold de Mayde wilfully Obstinately Refuses to pay the Same or to give your Orator Any Manner of of Satisfaction touching the Premises your Orator therefore Prays a General Relief Such as to this Honble Court Shall Appear Agreeable to Equity and good Conscience to the End therefore that the said Leopold de Alayde may upon his corporal Oath a full true Direct And perfect Answer Make to All and Singular Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before set forth And Alledged as fully truely and Effectually to all Intents And purposes as if the same were here again repeated And particularly Interrogated and that he May be Decreed to Pay unto your Orator the aforesaid Sum of Seventy Pagodas Nineteen Fanams And Sixty Nine Cash together with All Such Interest as may Shall hereafter become due thereon and all Costs of this Suit.

May it Please the Honble Court to Cause the said Leopold de Alayde to be Summoned and Required by the Sheriff of Fort St George Town of Madras Patnam and the Districts thereof Personally to be and appear before the Honble Court at a Certain time and place to be by the Honble Court Assigned And Appointed then and there to Answer the premises [illegible] and further to Stand to And Abide by such Order and Decree therein as to this Honble Court Shall Seem Meet.

2d of Decr 1779
The Defendt [illegible]
the Days of Adjournment to [illegible]
from Return to Next Court Day

J Newmarch
Atty for Plt

Edwd Jno Holland Mayor

Borrowed and Received of Tannanam Arnachellam Moodelly the Sum of Fifty four Pagodas Current Money of which Said Sum I Promise to Discharge between All the time from the Date hereof [illegible] hand this 21 Day of Augt 1777 Signed L. De Alayde

True Copy

Witness
[illegible]
[illegible]

The Answer of Leopold de Alayde of
Madras Inhabitant Defendant to the Bill
of Complaint of Tannanam Arnachellam
Moodelliar of the same Place Inhabitant Complt

This Defendant now and at All times hereafter saving and reserving unto himself All Manner of Benefit And Advantage of Exception to the Many Errors uncertainties and Imperfections in the Complainant's said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially Concern him to make Answer unto and saith that he Absolutely denies to be Indebted unto the said Complainant either in the Sum of Fifty Pagodas Current Money of Madras nor in Any other Sum or Sums of money whatsoever and saith that both the Same And the said Action are unjust.

All Which Matters and things this Defendant is Ready and willing to Verify Maintain and prove as this Honble Court Shall direct and Most humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this Behalf Most wrongfully Sustained.

Popham
Atty for Defendant

The General Replication

of Tirunamon Annachellum Moodelliar of Madras Inhabitant Complainant to the General Answer of Leopold de Hayes of the Same Place Inhabitant Defendant.

This Replication now and at all times hereafter saving and Reserving unto himself all and All Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties and Insufficiencies in the Said Defendant's 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 unto in Such Manner and form as the Same are therein And thereby Set forth and Alledged and that the Said Answer of the said Defendant is very uncertain Evasive and insufficient

All Which Matters and things this Replicant is ready and willing to Maintain and prove as this Honble Court shall award and humbly Prays even as by his Said Bill of Complaint he hath Already Prayed.

J Kinnersley
Atty for Complt

The General Rejoinder of

Leopold de Hayes to the General Replication of Tirunamon Annachellum Moodelliar

This Defendant now and at all times hereafter saving and reserving to himself all Manner of Benefit And Advantage of Exception to the Uncertainty And Insufficiency of the Said Replication for Rejoinder saith that this Defendant's said Answer is true Certain And Sufficient in the Law to be Replied unto And Saith as in and by his Said Answer he hath Already Said and doth and will Aver and Maintain all and every things and things therein to be true and Certain in Such Manner as therein is Alledged and Expressed And this Defendant Also saith that the said Replication of the Said Replication of the Said Complainant is uncertain And insufficient in the Law to be Rejoined unto by this Defendant for divers Effects And Imperfections as therein Contained and this Defendant Again denies to Stand Indebted unto the Said Complainant in Manner as the Same is charged in the Said Bill of Complaint

All Which Matters and things this Defendant is ready to aver Maintain and prove in Such Manner and form as this Honble Court Shall Direct and therefore humbly Prays as before in his said Answer he hath Already Prayed

Popham
Atty for Defdt

(334)

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause Now depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein Tummanum Annachellum of Madras Inhabitant is Complainant and Leopoldo De Atayde of the same Place Inhabitant is Defendant

On the Part of the Complainant

To all the Witnesses } Do you know the Parties Complainant and Defendant in the title of these Interrogatories Named or either and which of them & how long have you so known them or either and which of them Declare

To Peety Tombee, Tennapah, Moortiapah } Look at the Paper Writing marked A now Produced and shewn to you at this the time of your Examination and do you or do you not know the same to be given and granted by the Defendant to the Complainant And did or did not the Defendant Receive from the Complainant the Consideration therein mentioned or how otherwise was the same thing given and granted to the Complainant by the Defendant and are or are not the Names of the Witnesses thereunto Set and Subscribed of the proper hand writing of the Witnesses and by them [illegible] attested there

172 (335)

And did or did Not the Defendant Also At the same time and in your Presence Sign his Name to the same said Paper Writing

To All the Witnesses Do you know or can you Say Any other Matter or thing Material for the Complainant in this Cause If yea Declare the same as you know or do believe together with the Reasons of Such your Knowledge and Belief

J Kinworthy
Atty Compt

Borrowed and Received Tummanum Annachellum Moodelliar the Sum of Fifty Two Star Pagodas Current Money which said Sum I promise to discharge Between a Weeks time from the Date hereof Witness My hand this Twenty first Day of Augt 1777

L De Atayde

Witness

This Paper Writing was shewn to Moortiapah on the 6 Day of Septr 1780 and to Peter Tomby on the 19 Day of February 1781 being the Deponents at times of their Examination before me in a Certain Cause depending in the Mayors Court at Madraspatnam wherein Tummanum Annachellum Moodelly of Madras is Complainant and Leopoldo de Atayde Inhabitant of the same Place is Defendant

Richd Dighton
Exam

Exhbt A

Mayor's Court at Madraspatnam

Between Teemanam Arnachellum [illegible] of Madras Inhabitant Complt and Lopold de Atayde of the same Inhabitant Defendant

On the Part of Complainant

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

Paolo Tomboo of Madras Shipping Dubash Aged 52 years or thereabouts being produced as a Witness in this Cause on the Part of the Complt was on the 14th Day of February 1781 Signified at the Office of Mr Stephen Popham whose Attorney for the Defendant by [illegible] my [illegible] [illegible] thereof 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 hath known the Complainant Teemanam Arnachellum Modelly in this Cause and that he hath so known him 25 years or there about and doth he doth know the Defendant Lopold de Atayde in this Cause and that he hath so known him 25 years and more [illegible] to this Interrogatory

2d — To the second Interrogatory this Deponent saith that upon his [illegible] and Shewing to him at the time of this Examination Paper Writing Marked A he doth know the same Paper Writing

writing marquimand granted by the Defendant to the Complainant in these Interrogatories Named in Consideration of a Debt due from Abraham Angel to the Complainant and the Name Poolee Tombo se set and subscribed as a Witness in this Deponent own hand Writing and more saith not to this Interrogy

Richd Dighton
Examr

Poolos Tomboo

Mayor's Court at Madraspatnam

Between Teemanam Arnachellum Modelly of Madras Inhabitant Complt and Lopold de Atayde of the same Place Inhabitant Defendant

On the Part of the Complainant

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

Moortiapah of Madras inhabitant and Conicoply Aged 35 years or thereabouts being Produced as a Witness in this Cause on the Part of the Complt was on the 6th Day of September 1780 Signified at the Office of Mr Stephen Popham whose Attorney for the Defendant by Venayagam my Servant [illegible] Notice of the Name title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st — To the first Interrogatory this Deponent saith that he doth know the Complainant Tirumanum Arnachellum Moodelly in this Cause and that he hath known him twenty years and saith he doth know the Defendant Leopold de Wayde in this Cause and that he hath known him four years and More Saith not to this Interrogatory

2d. To the Second Interrogatory this Deponent Saith that upon perusal and Shewing him the Paper Writing Marked A at the time of his Examination saith he doth know the Same Paper Writing given and granted by the Defendant to the Complainant in Consideration of a Debt due from Abraham Angel to the Complainant who Ordered the Defendant to Pay it Immediately and that neither of the Witnesses Names Subscribed thereto is the Name of this Deponent but that the Defendant did Subscribe his name thereto in the Presence of this Deponent and the other Persons whose Names are Subscribed thereto as Witnesses to the above Named Paper Marked A and More Saith not to the above said Interrogy

Richd Dighton
Examr

Moottiapah

Mayor's Court at Madraspatnam — Tuesday the 3d Day of April Anno Domini 1781

Present

Benjamin Roebuck Esqr Mayor
Edwd Saunders and William Webb
Aldermen

Between Tirumanum Arnachellum Moodelly of Madras Inhabitant Complainant and Leopold de Wayde of the same Place Inhabitant Defendant

This Cause Comming on to be heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with Copy of a Note of Hand Annexed the Defendant General Answer the General Replication the General Rejoinder the Interrogatories and Depositions on the Part of the Complainant with an Exhibit Marked A Annexed on Hearing the Pleadings made Thereof by the Attornies and on due Consideration had thereon This Court doth think fitt to Order & Decree that the Defendant Shall Pay unto the Complainant the full and Just Sum of Seventy Pagodas Nine fanams Sixty Nine Cash (Pag. 70. 9. 69.) together with All Such Interest as now is or shall hereafter become due thereon until full Payment be made Also All Costs of this Suit

ff Cur

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Zacharias Pollack of Madras Merchant that Richard Jones a Lieutenant in the Service of the Honble the United Company on the Coast of Coromandel Stands Justly and truly Indebted unto your Orator the full and Just Sum of One hundred And Ninety Pagodas Nineteen fanams and ten Cash Current money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of the Sum of Seventy six Pounds four Shillings and upwards being the Amount of an Account herewith annexed for the Inspection of this Honble Court and which your Orator Prays May be Admitted as part of this your Orators Bill of Complaint And Whereas your Orator hath frequently and in an Amicable manner Requested payment of the said One hundred and Ninety Pagodas Nineteen fanams and Ten Cash

But now so it is may it Please this Honble that the said Richard Jones Absolutely and Wilfully Refuses to Pay the same or to give your Orator Any manner of Satisfaction touching the Premises your Orator therefore prays a Summons as to this Honble Court shall Appear Agreeable to Equity and good Con

To the End therefore that the said Richard Jones may upon his Corporal Oath full true direct And perfect Answer Make to All and Singular the the Matters And things herein before Set forth And Alledged As fully truly And Effectually to All Intents And purposes As if the Same were here Again Repeated And particularly Interrogated And that he may be Decreed to pay unto your Orator the the Aforesaid Sum of One hundred and Ninety Pagodas Nineteen fanams and ten Cash together with All Such Interest as now is or Shall hereafter become due thereon Also All Costs of this Suit

May it Please this Honble Court to Cause the said Richard Jones 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 fixed And Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and Abide by Such Order And Decree therein as to this Honble Court Shall Seem Meet

23d February 1781
This Bill was Shewn to me between
the Day of Adjournment & the ensuing
Summons Returnable Next Court Day
B Roebuck
Mayor

Chas Bromley
Atty Compt

(342)

Lieutenant Richard Jones Dr

1780					
Augst	19	To a Case Gin	7	21	
		To a Pearl Stone Comb	12		
	21	To a Catty Tea	2		
		To a Ring	13		
		To a Sheet	3	21	
	22	To 3 Large Tumblers	„	34	
		To 3 Small Ditto	„	21	
	23	To a Bottle Walnuts	1		
		To a Ditto Fish Sauce }	1		
		To a Ditto Walnuts }	1		
		To a Pair Sattin Shoes	1		
		To 2 Packs Cards	1		
	26	To a Hatt Cap	1		
		To a Ivory Bottle Box	10		
		To 10 Pound Chocolate [illegible]	5		
		To a Blanket	3	14	
		To Cash Lent	2		
Septr	4	To a Tortoiseshell Smelling Bottle and a Bottle Scented Water	2	22	
		To a Pair Silk Stockings & Buckles	3		
		To [illegible] Sugar Candy	6		
		To Cooly hire	„	1	
		To a Quire of [illegible] Paper	„	21	
		To a Do Gilt Do	„	7	
		To a Dozen Bottles Porter Cooly & Basket	3	14	
	8	To Cash lent	2		
		To a Bottle of Damsons	1		
		To a Pair Calf [illegible]	1		
		Carried Over Pags	87	26	40

(176)

(343)

1780					
		Brought Over Pags	87	28	40
Septr	8	To a Bottle Walnutts	1	21	
		To a Paper Ink Powder	„	6	
		To a Ink Cup	„	12	
		To a Stand Ditto	„	12	
		To 6 Quils	„	3	
	12	To a Jarr Chinna Sweetmeat	3		
		To Cash lent	2		
	14	To a Bottle of Brandy	„	20	
		To 2 Thimbles	„	20	
		To a Piece Chinna Painted Gauze	10		
	15	To a Jug	„	24	
		To Cash Lent	3		
		To a Bottle of Rose Milk	2		
	16	Do Mustard	„	21	
	18	To Cash Lent	2		
	22	To a Beaureau	23		
	27	To 11 Bottle of Brandy	4	26	
		To Cash lent	1		
		To 6 Bottle Porter Cooly & Basket	1	22	40
		To a Tortoishell Smelling Bottle	2	21	
		To a Breast Buckle	2	21	
Octr	1	To a Pair Gold Applits	3		
		To a Bolt Gauze Ribbond	2		
	6	To a Case Gin	8	21	
		To Cooly	„	1	
	10	To a Dozen Porter	3		
		To a Cooly & Basket	„	1	40
	23	To a Gold Seal	5		
	27	To a Bottle Brandy	„	20	
Novr	1	To a Jarr Sweetmeat	1		
		To a Case Gin & Cooly	8	22	
		To 1½ Dozen Bottles Porter	4	21	
		To 2 Bottle Elder Vinegar	1		
		To a Basket and Cooly	„	2	40
			184	32	
		To Interest on the above Sum	5	29	10
		Pagodas	190	19	10

Fort Saint George
21 February 1781

E. E.

Above Copy

Mayor's Court at Madraspatnam

Tuesday the 10th Day of April Anno Domini 1781.

Present

Benjamin Roebuck Esq.r Mayor

James Call and Robert Hughes

Aldermen

Between Tuckano Chetty of Madras Merchant Complainant and Richard [illegible] in the Service of the Hon'ble Company Defendant

It Appearing by the Records of the Court that the Usual Rules have been found for the Defendant to Answer the Complainant's Bill which he has Neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Shall pay unto the Complainant the full and Just Sum of One hundred And Ninety Pagodas Nineteen fanams Ten Cash (Pag.s 190 - 19 - 10) together with All such Interest as now is or Shall hereafter become due thereon until full payment made Also all Costs of this Suit.

P. Cur.

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

Humbly Complaining Sheweth Unto this Hon'ble Court your Orator Streeperumbadoor Moodoo Moodelliar of Madras Inhabitant Administrator to the Estate And Effects Streeperumbadoor Andiapa Moodelliar Deceased by his Attorney Pascal Dawson of the same place Inhabitant that Cotta Audy Narrain Also of Madras Inhabitant stands Indebted unto your Orator As administrator to the Estate and Effects of the said Streeperumbadoor Andiapah Moodelliar Deceased in the full and Just Sum of three hundred And thirty Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and thirty two Pounds the Sum which One Ravady Pudia was indebted unto Anthony Sadlier Esq.r to whom the said Streeperumbadoor Andiapah Moodelliar Deceased become Security for the Same And the Said Cotta Audy Narrain had bound himself by a Written Agreement or Collateral Security to dispose of a two Mast Vessell the Property of the said Ravaddy Pudiniah and to pay the said Streeperumbadoor Moodelliar Deceased the Delivering and Coming unto him the said Streepadoor Andiapah Deceased from the Produce of the Said Sale in the Space of One Year Commencing the Twenty first Day of April 1777 in the fault whereof the said Cotta Audy Narrain

Engaged to pay and Discharge the said Debt [illegible] Upon the As will Manifestly And at Large Appear by the Translation of said Agreement and Copy of said Agreement hereunto Annexed for the Inspection of this Honble Court and which your Orator prays may be Deemed as part of this present Bill of Complaint And your Orator further Saith unto this Honble Court that he hath frequently and in a reasonable Manner Required the Payment from the said Colla Audy Narrain of the said Sum of three hundred and thirty Pagodas —

But now so it is May it Please this Honble Court the said Colla Audy Narrain Obstinately And wilfully refuses 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 Colla Audy Narrain May upon his Corporal Oath full true distinct and perfect Answer Make to all and Singular the Matters And things herein before Set forth And Alleged as fully truly and Effectually to all Intents and purposes as if the Same were here Again Repeated and particularly Interrogated and that he May be Decreed to pay unto your Orator the Aforesaid Sum of three hundred and thirty Pagodas together with all and Interest due or shall hereafter become due thereon Also all Costs of this Suit

May it Please this Honble Court to Grant this Colla Audy Narrain to be Summoned And Required by

of Fort Saint George Town of Madraspatnam And the Districts thereof Personally to be And Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to And Abide by Such Order and Decree therein as to this Honble Court shall seem Meet —

Popham
Atty for Compl^t

15th October 1778
This Bill was Shewn in time in the
Days of Adjournment let Summons
Issue Returnable Next Court Day
James Call
Mayor

Translation of An Agreement in the Gentoo Language Dated the 21st April 1777

I Colla Audy Narrain do give the following Agreement to Mauperumbedoor Audiapah Moodelliar Viz^t

As Ramady Pudmiah was indebted in a Balance of Pagodas 330 to Mr Anthony Sadlier you gave a Security Bond to the said Gentleman for the Payment thereof in lieu of I do hereby Engage myself to get a two Mast Vessell called Annumpatoo belonging to the said Pudmiah to be sold within the Space of One year According to the Market Price Discharge the said Sum in case the Vessell Could Not be sold I then

bind

[illegible] Myself to Pay of the said Sum in Yearly [illegible] every year beginning Date hereof given this Agreement in Writing.

Witnesses
Montrayada Vencatarayadoo
Tela Joshiah

Signed by
Cola Audy Narain
[illegible]
[illegible]

To all People to Whom these Presents Shall Come

Whereas Cola Audy Narain of Madras Inhabitant in and by [illegible] having Date the Twentyfirst Day of [illegible] in the Year 1771 bound to Streepoorumbadoor Moodu Moodelliar of Madras Inhabitant Administrator to the Estate and Effects of Streepoorumbadoor [illegible] Moodelliar Deceased in the full and Just Sum of 338 [illegible] of Madras in and by the Translation of the Said Agreement [illegible] appear. Now Know ye that the said Streepoorumbadoor [illegible] Moodelliar for a Valuable Consideration to him in hand Paid by Pascal Dorum Also of Madras Inhabitant at or before the [illegible] and Delivery of these Presents the Receipt whereof is hereby Acknow[illegible] he the said Streepoorumbadoor Moodu Moodelliar hath Assig[illegible] And Set over and by these Presents doth Assign and Set over unto the said Pascal Dorum the Said Agreement And the Money there[illegible] Principal and Interest thereupon due and owing and which may become due thereon and All his Right and Interest of in and to the

And every Part thereof and the said Streepoorumbadoor Moodu Moodelliar for the Consideration Aforesaid hath Made Constituted and Appointed the said Pascal Dorum his Executors and Administrators his true and lawfull Atty And Attornies Irrevocable for him and in his Name And in the Name and Names of his Executors and Administrators but for the sole and proper use and benefit of the Said Pascal Dorum his Executors Administrators And Assigns to Ask Require Demand and Receive of the said Cola Audy Narain his Heirs Executors and Administrators the Money due or to become due on the said Agreement and in non Payment thereof he the said Pascal Dorum his heirs Executors Administrators and Assigns to Sue for And Recover the same and on Payment thereof to deliver up the said Agreement and give Sufficient Releases and discharges therefore and One or more Atty or Attornies under him to Constitute and whatsoever the said Pascal Dorum or his Attorney or Attornies under him shall lawfully do in the Premises he the Said Streepoorumbadoor Moodu Moodelliar doth hereby Allow and Affirm and he the Said Streepoorumbadoor doth Covenant with the said Pascal Dorum that he the Said Streepoorumbadoor hath not Received nor will Receive the Said Money due or to become due on the Said Agreement or Any part thereof neither at all or will Release or discharge the Same or Any part thereof but will own and Allow of all lawfull proceedings for the Recovery thereof he the said Pascal Dorum Saving the said Streepoorumbadoor Moodu Moodelliar harmless of and from Any

Costs

[illegible] Happen to [illegible] Witness whereof the Said Streeperumbadore Andiapah Moodelliar hath hereunto set his hand [illegible] Madras aforesaid this 7th Day of September 1771

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

[illegible]

Filed 23 March 1774

The Amended Answer of

Andiapah [illegible] of Madras Inhabitant Defendant to the Bill of Complaint of Streeperumbadore [illegible] of the Same place Inhabitant Administrator of the Estate And Effects of Streeperumbadore Andiapah Moodelliar Deceased by his [illegible] of Madras Inhabitant Complainant

This Defendant now and at all times hereafter saving and reserving unto himself all and all Manner of benefit and advantage of Exception to the Many Errors and Insufficiencies in the said Bill of Complaint contained for Answer thereunto [illegible] this Defendant is advised is Materially Concerning him to make Answer unto he this Defendant Answereth and Saith that he [illegible] denies to Stand Indebted unto the Complainant in the Sum of three hundred and thirty Pagodas Current Money of Madras [illegible] wrongfully Set forth And Alledged in the said Bill of Complaint [illegible]

Any Other Sum or Sums of Money Whatsoever this Defendant further Answering Admits that he did give and grant unto the Said Streeperumbadore Andiapah Moodelliar the Agreement Now in Question and in Order to State the Matter in a More Clear And Explicit Light he this Defendant begs leave to Set forth that One Rauady Padamiah being Indebted unto Anthony Sadlier Esq.r in the Sum of three hundred and thirty Pagodas and for Securing the Payment of which having Mortgaged unto him the Said Anthony Sadlier Esq.r a Two Mast Vessell Called the Streenivasacha Some time Afterward the Said Streeperumbadore Andiapah Moodelliar Intended Freighting the said Vessell And did Apply to the Said Rauady Padmiah for that Purpose who told the Said Streeperumbadore Andiapah Moodelliar that the Said Vessell was Mortgaged to the Said Anthony Sadlier for the Sum of and thirty Pagodas whereupon the Said Streeperumbadore Andiapah Moodelliar did in and by Virtue Instrument become bound unto the said Anthony Sadlier for the Amount of his Debt and in Consequence thereof took Possession of the said Vessell at the Usual freight but the Said Streeperumbadore Andiapah Moodelliar Afterwards not Chusing or Intending besides not Chuse to Venture his money upon the Said Vessell did Communicate the Same unto this Defendant and did desire this Deponent to become Answerable for the Payment of the said Money and for that Purpose to sell the Said Vessell to which the Defendant Agreed and did give unto the Said Streeperumbadore

Andiapah Moodelliar the Agreement Now in Question binding himself the said Vessell and Discharge the said Streperumbadoo Andiapah or Engagement within [illegible] Date enter the same and then in such Case this Defendant was to pay the said Sum to the said Streperumbadoo Andiapah Moodelliar out of his own Money he the [illegible] to Answer unto this Honble Court that it was the intent and Meaning of him this Defendant of the said Agreement that he be taken Possession of the said Vessell for the Purpose of Selling and Discharging the said Debt or Sum with an Interest [illegible] for the and Payment thereof And he the said Streperumbadoo Andiapah Moodelliar was in the Mean time Concerned as a Freighter of the Vessel as is Evident from the Nature of the Case And the Tenor of the Agreement this Defendant further Saith that According to the true Intent and Meaning of his Defendant and Agreed he this Defendant did often Demand from the Said Streperumbadoo Andiapah in his lifetime as well as of the said Complainant since his Decease the delivery of the Said Vessell And that this Defendant would take the said Vessell And Pay of and Discharge Amount of the said Debt Out of the Sale thereof or that he would Pay the Same out of his own Pocket or Cash in Conformity to the true Intent and Meaning of the said Agreement But both the said Streperumbadoo Andiapah Moodelliar in his lifetime And the said Complainant Since his Decease did Refuse to Comply therewith Consequently this Defendant Does

Does not think himself liable to pay the said Sum of three hundred and thirty Pagodas or Any Part thereof this Defendant further Saith that he has Credibly Informed and does Verily believe that the Freight of the said Vessell is still unpaid and undischarged unto the said Ready Pudmiah And upon Settling Accounts this Defendant believes that nothing or but a trifle will be due to the said Complainant of or on Account of the said Original Debt this Defendant further Answering Saith that by such the Complainant as well as the said Streperumbadoo Andiapah Moodelliar withholding the said Vessell from him this Defendant as aforesaid the said Streperumbadoo Andiapah Moodelliar did in his lifetime and the said Complainant hath since his Decease forfeited all the Right he Might otherwise have had to the Receipt of the said three hundred and thirty Pagodas or Any part thereof from this Defendt and that Instead thereof in Justice and Equity the Complainant ought to deliver up to this Defendant the Agreement in Question and this Defendant lastly Saith he humbly hopes by what he has herein before Set forth it will Plainly and Clearly appear unto this Honble Court that the Said Demand and Action Are unjust and without foundation

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 his Behalf Most wrongfully Sustained

John Sykes
[illegible] Deft

Filed 17th July 178[illegible]

The Replication of Streepermbadore Moodelliar of Madras Inhabitant Administrator of the Estate And Effects of Streepermbadore Andiapah Moodelliar Deceased by his Attorney [illegible] of the same Place Inhabitant to the Answer of Cotta Andy Narrain of Madras Inhabitant

This Replicant saving to himself all Advantage of Exception to the Defendant said Answer for Replication hereunto saith that all and every the Matter and things in and by his said Bill of Complaint Already Said he will Justify Maintain and Prove to be good true and sufficient in the Law to be Answered unto in Such Manner as the same are therein set forth And Declared in the Answer of the Defendant untrue And not sufficient in the Law to be by this Replicant Replied unto for Divers Manifest Imperfections And uncertainties therein Contained the Benefit of Exception whereunto being now and at All times Saved to this Replicant for further Replication saith that he doth Aver And will Maintain that the said Defendant is Justly and truly Indebted unto him this Replicant in the full and Just Sum of three hundred And thirty Pagodas Current Money of Fort St. George Madras as the Same is Alledged Set forth And Alledged in his Replicants said Bill of Complaint this Replicant further Saith that he Admits one Rauady Padamiah Did Stand Indebted unto Anthony Sadler Esquire in the Sum of 330 Pag.s And that for the Securing the Payment of that Sum he

Did

Did Mortgage unto the said Anthony Sadler a two Mast Vessell Called the Stunneratoon this Replicant Also Admits that the said Streepermbadore Andiapah Moodelliar did Apply in the Name And for And on the Account of Charles Floyer Esquire and not on his own Account or name And this Replicant Admits that Rauady Padamiah did tell Streepermbador Andiapah Moodelliar that the said Vessel Was Mortgaged to the Said Antony Sadler for the said Sum of 330 Pagodas and that Streepermbador Andiapah Moodelliar did thereupon and by a Written Instrument become bound to Pay unto the Anthony Sadler the Amount of this Debt and which Debt this Replicant has Since Discharged and has taken up the said Written Instrument and that in consequence of which to the Said Said Charles Floyer did take Possession of the said Vessel at the Usual freight this Replicant denies that Streepermbador Andiapah Moodelliar not Chusing to Venture his Money upon the said Vessell Did Communicate the Same unto the said Defendant but this Replicant Saith that the Said Streepermbadore Andiapah Moodelliar Obstinately Refused to grant the Said Written Instrument to the said Anthony Sadler unless the Said Defendant would in a Writing Agreement become Answerable to him for the Said Sum of 330 Pag.s for the Sale of the said Vessell which he the Defendant himself wants Dispose and the Said Defendant Accordingly Granted the Said Streepermbadore Andiapah Moodelliar the Agreement now in Question in which he became bound to sell the Said Vessell and Discharge the said Streepermbadar Andiapah Moodelliar Debts and in case the Same Could not be sold Then and in Such Case the said Defendant was to Pay the

Said

[illegible] to Streeperoombadoo Andiapah only this time Money within one year of the Date of the said Agreement And then the said Defendant was to [illegible] he should be Able to Sell the said Vessell or not and which was and the true intent and Meaning of the said Agreement but not that the said Streeperoombadoo Andiapah Moodelliar should put the Defendant in possession of the said Vessell for the Purpose of Selling it in the Discharge of the said Debt as by the Purport of the said Agreement a Translation whereof is Annexed to his Replicant said Bill of Com will more fully and at large Appear and this Replicant Saith that had the said Defendant Refused to grant the said Streeperoombadoo Andiapah Moodelliar the said Agreement he the said Streeperoombadoo Andiapah Moodelliar would Not have Interfered in the said [illegible] nor would have granted the said Anthony Sadler the said [illegible] Instrument on the which this Replicant have discharged the same Afterwards and this Replicant Saith that the said Streeperoombadoo Andiapah Moodelliar Could Not therefore be Considered as proprietor of the said Vessell Only Neither from the Nature of the Case nor from the Tenor or Meaning of the said Agreement this Replicant further Saith that he knows of no Demand being Made of the said Vessell from Streeperoombadoo Andiapah Moodelliar but admits of a Demand having been made on this Replicant After he had Commenced this his Action Agt him the said Defendant in this Honble Court And this Replicant Did thereupon Refer him to the said Ready

Edamiah

Padamiah the Owner of her as he this Replicant had Nothing to do with it And as to her freight the same is fully Paid and discharged to Hand Alexander Esqr of Calcutta Attorney to the said Charles Mayne to the said Ready Padamiah and if the same was not paid the said Defendant had No Right to bring the Same in Question And by a Perusing the said Agreement And this Replicant Lastly Saith And doubt Not to prove that the said Defendant did both before And After the Debt of the said Streeperoombadoo Andiapah Moodelliar and before the Debt was discharged of the said Anthony Sadler promise and undertake to pay the Amount of the said Agreement upon which he his Now Sued And promise and grant this Replicant the Agreement then in the hands of the said Anthony Sadler And Since Discharged by this Replicant and this Replicant is therefore by no means Obliged to deliver the Vessell to the said Defendant who this Replicant doth insist is by Law And Equity And by the Tenor of the said Agreement liable to Pay and make good unto this Replicant the said Sum of three hundred And thirty Pagodas being the the Amount of the said Agreement with Interest thereon to the Day of Payment

All Which Matters and things this Replicant is Ready 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

Popham
Atty Repl

Filed the 25 Sept 1788

The Amended Rejoinder of

Collatandy Veerian of Madras Inhabitant to the
Replication of Streeperumbadoor Audiapah Moodelliar
Administrator of Streeperumbadoor Audiapah
Deceased by his Attorney [illegible]
[illegible] Inhabitant

This Defendant Now and at All times hereafter saving and Reserving unto himself All And Manner of Benefit And Advantage of Exception to the Many Errors Uncertainties Insufficiencies and Imperfections in the said Replication Contained for Rejoinder thereto saith that he will Aver Justify Maintain And prove his Answer to the Replicants Bill of Complaint And All And Every the Matters And things therein Contained to be good true And sufficient in the Law to be Replied unto in such Manner And form as the same Are therein And hereby Set forth And Alleged And that the said Replication is uncertain untrue And insufficient in law. And this Defendant for further Rejoinder to the said Re[illegible] saith that he Still Absolutely [illegible] to Stand Indebted unto the said Replicant in the Sum of three hundred And thirty [illegible] Current Money of Madras or in Any other Sum or Sums of Money Whatsoever Notwithstanding Any thing Set forth or Alleged by the said Replicant in these his said [illegible]

or Replication this Defendant for further Rejoinder to the said Replication Saith that he will Aver Maintain And prove that the Streeperumbadoor Audiapah Audapa Moodelliar did Apply to Baudy Pedamah the Owner of the Vessell Called Streenevasaloo in his Own Name to Bought the said Vessell And Not in the for And on Account of Charles Floyer Esquire as the said Replicant and this Defendant would just beg leave to Remark if the said Vessell was to be bought on Account of the said Charles Floyer it is Astonishing Streeperumbadoor Audiapah Moodelliar should Make himself a Principal in the said Affair by becoming bound to pay unto Anthony Sadlier Esqr the Amount of the Debt for which the said Replicant says was [illegible] by the bought by or on Account of the said Charles Floyer was Mortgaged And that he the said Charles Floyer Should in Consequence take Possession of the said Vessell this Defendant doth at the same time deny that the said Charles Floyer did take Possession of the said Vessell as the said Replicant pretends but on the Contrary saith that the said Streeperumbadoor Audiapah Moodelliar did take Possession of the said Vessell as set forth in this Defendants said Answer And that he the said Streeperumbadoor Audiapah Moodelliar Afterwards not having or pretending he did not Chuse to Venture his Money upon the said Vessell did Communicate the Same unto this Defendant And did desire this Defendant become Answerable for the payment of the said Money and for that Purpose to Sell the said Vessell to Which this Defendant did agree and to sue the [illegible]

granted to the Said Stoorpermmbadoo Andiapah Moodilliar [illegible]

[illegible] together the Said Vessell [illegible] the [illegible] of the

Year According to the Market Price And discharge the said Sum

the said Agreement doth not Say [illegible] was the

nor the rate therein this Defendant to Pay of the said Sum in [illegible]

in one year but this Defendant doth Still humbly Insist that

[illegible] And true Intent and Meaning of them this Defendant

of them this Defendant And the Said Agreement [illegible]

as this Defendants Said Answer are Natural to suppose [illegible]

standing the Plaintiffs Assertions to the Contrary [illegible]

tions to this Honble. Court of the said Vessell was to [illegible]

Possession of the said Charles Hoyer as the said Plaintiff [illegible]

and this Defendant Not to be put in possession of the [illegible]

to sell her And if he could Not Sell her [illegible]

Possession of the [illegible] to this Defendant to pay the said [illegible]

there would in that Case have been no reason or Consideration [illegible]

this Defendant Agreeing to pay the said Money for it [illegible]

be Supposed that this Defendant would so Engage and

to Engage to Pay the Said Money for Nothing or without the

Consideration. If this Defendant had been put in Possession

of the said Vessell and could Not Sell her According to the

limitted in the Said Agreement tho he was in Such Case to Pay the Said Money

Out of his Pocket Yet he this Defendant would in that Case had some Value

in hand or Some Consideration for Paying the said Money as he Might

have been Reimbursed by the Said Vessell at a future Day or time or

he Might have Employed her for his Own Account And by that Means

Have Reimbursed himself which was the Spirit Sence And Meaning

of this Defendant And the Said Agreement tho the Same May not

bee Clearly Expressed which this Defendant humbly hopes And

doubts Not will Plainly Appear to this Honble. Court who this

Defendant also hopes will Not Deem this Defendant to pay

the Said Money without some Value or Consideration when it

Evidently Appears that a Consideration was Meant that the said

Vessell was the Consideration and that it was with a View of

being Reimbursed by her Sales or out of the Produce of the Said

Vessell that this Defendant entered into the said Engagement

which he would Not otherwise have done this Defendant by

Way of four other Rejoinder Saith that the said Stoorpermmbadoo

Andiapah Moodilliar did Not Refuse to grant the Rightun

Instrument which he gave to Anthony Sadlier Esqr. for the Said

Sum of three hundred and thirty Pagodas Unless he this Deft

Would in a Writing Agreement become Answerable to him for the

Said Sum of three hundred And thirty Pagodas as he the Said Defendant

Assured but on the Contrary the Said Stoorpermmbadoo Andiapah

Moodilliar

[illegible] did Voluntarily [illegible] of his own [illegible] grant the said [illegible]
to Record. Mr Sadlier before the Defendant gave or [illegible]
gave the Agreement Now in Question thereby in Order to shew the [illegible]
More Particularly unto this Honble Court this Defendant begs
to Observe that the said Strupermbadore Andiapah Mood
Sometime in the Year 1777 Applying to the said Ravady Pad
the Owner of the said Vessell to freight her to take the Cargo of
And to go a Voyage to Bengall upon the said Strupermbad
Andiapah Moodellar [illegible] the Vessel [illegible] Allowance [illegible]
to which the said Ravady Padmanah did Agree and did then
Lend the said Vessell on Freight to the said Strupermbad
Andiapah Moodellar who [illegible] said Vessell [illegible] Vessel
Without Acquainting the said Mr Sadlier this Mortgage of
[illegible] this private Agreement but After the Vessell was Loaded and
Sail And About to Sail the said Mr Sadlier who was [illegible]
insisted upon the Amount of the said Mortgage being first paid
[illegible] that he would Stop the said Vessell from Proceeding
on the Voyage in Consequence of which and in Order that the
Vessell Might be Allowed to Proceed on the said Voyage the
Strupermbadore Andiapah Moodellar whose Property was on
Board the said Vessell did give and grant unto the said
Sadlier a Bond Obligation or Writing Instrument for the
Payment of three hundred And thirty Pagodas being the
Amount for which the said Vessell was so Mortgaged [illegible]

Afterwards the said Strupermbador Andiapah Moodelliar did Obtain the
Agreement or Writing from the said Ravady Padmanah which is Mentioned
in and of which a Translation Annexed to this Defendant said Answer
this Defendant further Saith that the said Strupermbadore Andiapah
Moodelliar Nothing Satisfied with the said Ravady Padmanah
Bond Not Chusing to Venture his money upon his Credit or upon
the Vessell did desire this Defendant to become Answerable for
for the Payment Money and for that Purpose to Sell the said Vessell
as set forth in this Defendant's said Answer which this Defendant
begs leave to Observe is quite Different from the said Strupermbadore Andiapah Moodellias Refusing to grant the said Writing
Instrument to the said Anthony Sadlier unless this Defendant would in
a Writing Agreement become Answerable to him for the said Sum of
three hundred And thirty Pagodas from the Sale of the said Vessell as
the said Defendant Asserts the Contrary whereof this Defendant doth
not Only Aver but Saith that the said Strupermbadore Andiapah
Moodellar did give the said Writing Agreement to the said Mr Sadlier
some time before this Defendant gave the Instrument in Question
to the said Strupermbadore Andiapah Moodellar And for further
Rejoinder to the said Replication this Defendant Saith he is quite Astonished
at the Replicants Asserting that had this Defendant Refused to
grant the said Strupermbadore Andiapah Moodellar the said
Agreement he the said Strupermbadore Andiapah Moodellar
would not have interfered in the said Business nor would have
granted

granted the Said Mr Sadler the Said [illegible] Amount thereof
he the Said Replicant have discharged the Same Afterwards and this
Defendant saith the said [illegible] Appear to this [illegible]
[illegible] Engagement [illegible] the Nature of the [illegible]
the said Streeperumbadoor Andiapah [illegible] Engagement
on Account of the said Vessell and to the said Mr Sadler which
[illegible] have been undertake to this Defendant [illegible]
Effects Namely that the said Streeperumbadoor Andiapah [illegible]
Agreement to Pay the said Money to the said Mr Sadler [illegible]
Promise and long before this Defendant granted the Agreement
in Question Such the said Streeperumbadoor Andiapah [illegible]
Engagement the said Mr Sadler as the [illegible]
therefore by Agreement [illegible] this Defendant's Engagement
or Engagement in the said Affair this Defendant [illegible]
Replicant Saith that he well Maintained [illegible]
Demand the Delivery of the said Vessell from the said
[illegible] Andiapah Moodelliar in his life time made [illegible]
fulfilling his said Engagement but did Not Obtain any
[illegible] this Defendant did [illegible] the [illegible] of
Streeperumbadoor Andiapah Moodelliar both before and after
the Attorney [illegible] and the same Demanded
the Replicant as Administrator [illegible] and the same
[illegible] the said [illegible] Demanded [illegible] the said [illegible]

for And on Account of the said Ravady Padamiah and that if this Defendant would undertake to Pay the Same he would then deliver over the said Vessell to him this Defendant but this Defendant Absolutely Refused to agree thereto having Nothing to do therewith this Defendant doth however deny that the said Replicant did on Such Application Refer him this Defendant to the said Ravady Pandes the Owner of the said Vessell, as he Asserts this Defendant further Saith that he is an entire Stranger to the Payment or discharge of Any freight for or on Account of the said Vessell by Claud Alexander Esqr of Calcuttah to the said Padamiah either as Attorney to the said Charles Sloper or otherwise but Conceives Such Payment was made the Same Can by no means Make this Defendant Answerable to the Administrator of the said Streeperumbadore Andiapah Moodelliar for the Reason before Mentioned this Defdt doth further Admits that he did before After the Death of the said Streeperumbadore Andiapah Moodelliar And before the Debt was Discharged to the said Mr Sadler promise and undertake to pay the Amount of the Agreement in Question and this Defendt doth Still Promise to pay the Same Provided the Replicant doth deliver up or put him this Defendant in Possession of the said Vessell which he this Defendant did often Apply to said Replicant to do both before After the filling his said Bill of Compt in this Honble Court.

All which Matters and things this Defendant is Ready And willing to Verify maintain and prove as this Honble

Humble Cur[illegible] Shall ever [illegible] and Most humbly Pray [illegible]
Answer he hath already Prayd &c

John Sykes
and Deft

Interrogatories to be administred
to Witnesses to be produced sworn and examined on
the Part and behalf of the Defendant in a Cause
now depending and at Issue in the [illegible]
Cuttah Sadeerpahaun [illegible] Streepermbadore
Moode Moodellar of [illegible] Inhabitant [illegible]
one to the Estate and Effects of Streepermbadore
Moodellar Deceased [illegible] and John Sykes
Madras Inhabitant is Complainant and [illegible]
[illegible] of the Complainant Inhabitant [illegible] Defendant

To all the Witnesses } 1st Do you know the Parties Complainant and Defendant in the title of these Interrogatories named or either of them and did you know Streepermbadore Andeapah Moodellar Deceased in the title of these Interrogatory Named in his life time if yea how long have you known them the said Complainant and Defendant and how long did you know the said Streepermbadore Andeapah Moodellar or either and which of them Declare.

To the [illegible] 2d Do you or [illegible] know that Raady Pedamah [illegible] unto Mr Sadler [illegible] any Sum of Money in the year [illegible] the said Raady Pedamah [illegible]

unto the said Mr Sadler called the Ahmuntasa in Question in this Cause as a Security for the said Debt If yea Did or did Not Streepermbadore Andeapah Moodellar Since Deceased Afterwards Freight the said Vessell from the said Raady Pedamah to Load Salt for Bengall If yea did or did not the said Streepermbadore Andeapah Moodellar Freight the Vessell in the Name and on Account of Charles Floyer Esqr. or in his the said Streepermbadore Andeapah Moodellar Own Name did he the said Streepermbadore Andeapah Moodellar or did he Not Afterwards Load the said Vessell with Salt If yea did or did not the said Mr Sadler after the said Vessell was loaded and Ready to Sail insisted on the Amount of his said Mortgage being paid and did he the said Mr Sadler or did he Not threaten to Stop the said Vessell if he had not Satisfaction on that Head If yea what did the said Streepermbadore Andeapah Moodellar did in Consequence did he or did he not either by desire of the said Raady Pedamah otherwise and how enter into or give the said Mr Sadler Any agreement Bond Obligation or Writing to Pay the Amount of the said Mortgage or any Sum of Money whatever to the said Mr Sadler If yea did or did not the said Streepermbadore Andeapah Moodellar Refuse to give the said Bond or Writing to the said Mr Sadler unless the said Defendant would give him the Writing in Question Did or did not the said Raady Pedamah desire the said Streepermbadore Andeapah Moodellar to take the said Vessell as or by way of Mortgage from or on Account of the said Debt to the said

Mr Sadler Whether the Said Strupermbadoo Andiapah [illegible]
Unreasonable [illegible] the Said Vessell [illegible]
Repairs [illegible] Ready Pedemiah [illegible]
Paper or Writing to the Said Strupermbadoo Andiapah And [illegible]
on account thereof [illegible] did the Said Strupermbadoo [illegible]
keep or continue the Said Vessell at [illegible]
According to the best of your knowledge Remembrance and
fully And Particularly Declare.

To Ditto 3 Did or did Not the Said Strupermbadoo Andiapah Moodelliar
to had given the Said Writing to the Said Mr Sadler [illegible]
said Ready Pedemiah [illegible] the Said [illegible]
said Ready Pedemiah [illegible] apply
And Prevail upon him by Any and what Means [illegible]
what Pretence [illegible] Not [illegible] to Vender [illegible]
said Vessell or otherwise And how to know [illegible]
Strupermbadoo Andiapah Moodelliar [illegible]
the said Mr Sadler If yea Did or did Not the Said Defendant
thereto And what [illegible] the terms of Such Agreement [illegible]
not the Said Vessell to Sold by the Said Defendant [illegible]
the Said Strupermbadoo Andiapah Moodelliar to [illegible]
Vessell to the said Defendant [illegible]
him was the Said Defendant [illegible]
Vessell to Pay the Said Money [illegible]
according [illegible] the Said Defendant [illegible]

Cration and which is now in Question, given in Conformity thereto or otherwise And how the whole of these Matters fully And Particularly Declare.

To Tamboo Chitty and Veerragoo } 4th Do you or do you not know whether the Defendant in this Cause did or did not at Any time or times Demanded from the Abovenamed Strupermbadoo Andiapah Moodelliar Deceased in his lifetime And whether the Said Defendant did or did Not Also Demand from the Complainant since the Said Strupermbadoo Andiapa Moodelly Decease the Delivery of the Vessell in Question in this Cause If yea did or did not the Said Defendant on all or any of the times that he Demanded the Delivery of the Said Vessell And pay off or discharge the Amount of the Agreement in Question out of the Amount of the Sales thereof or that he intended pay the Amount of the Said Agreement out of his own Pocket or Chest in conformity to the Said Agreement If yea did or did Not the Said Strupermbadoo Andiapah Moodelliar in his lifetime And did or did Not the Said Complainant since his Decease Refuse to Comply therewith or to deliver the said Vessell Accordingly And did or not either the Said Vessell Accordingly And did or did Not either the said Strupermbadoo Andiapah Moodelliar in his lifetime or the said Complainant since his Decease at all or Any of the times of Such Demand of the Said Vessell Say that he had laid Out some money either upon the said Vessell or for Ready Pedemiah the owner thereof and did or did not either of them the said Strupermbadoo Andiapah Moodelliar or the said Complainant Say that if the Said Defendant would pay or Undertake to pay the Sum demanded [illegible] Effects to the said Defendant [illegible] of this Matter fully And particularly Declare.

To all the Witnesses } 5 Do you know of any Other Matter or thing or have you heard can you Set forth Any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Defendant If yes Declare the Same as you know have heard believe or [illegible] with the Reasons of Such Your belief as fully As if you had been Particularly Interrogated.

John Sykes
Mayor's Dep.

Mayor's Court at Madraspatnam

Between Streeperumbadore [illegible] Moodelliar of Madras Inhabitant [illegible] Complainant [illegible] Andy Narrain [illegible] Defendant

On the Part of the Defendant

Depositions of Witnesses taken [illegible] Examined in this Cause as followeth.

Subiah of Madras Conicopoly aged 30 [illegible] Witness in this Cause [illegible] of the Defendant [illegible] 1781 [illegible] Office of [illegible]

And Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent Saith that he doth know the Compl.t Streeperumbadore Moodu Moodelliar in this Cause And that he hath so known him five Years or thereabouts And that he doth know the Defendant Cullah Andy Narrain in the Cause and that he hath so known him 15 Years or thereabouts and that he did know the Deceased Streeperumbadore Andiapah Modelliar three years during his life time And More Saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent Saith that he doth know that Raudy Pudamah was indebted unto Mr. Sadlier in the Year 1777 to the Amount of 330 Pagodas and the Said Raudy Pudamah did Mortgage unto the Said Sadlier a Vessell Called Stree Vencatasa as a Security for the Said Debt And Streeperumbadore Andiapah Moodelliar Since Deceased did Afterwards bought Said Vessell from the said Raudy Pudamah to load Salt for Bengal And this Defendant Saith he heard Streeperumbadore Andiapah Modelliar say he had bought the Vessell on his own Account and that he did not mention Chas. Floyer's Name And the beforenamed Streeperumbadore Andiapah Moodelliar did After load the Said Vessell with Salt and this Depo.t Saith that Mr Sadlier After said Vessell was loaded with Salt and Ready to Sail came down to Coringa and insisted upon the Amount of his Mortgage Bond being paid otherwise he would Detain

Deliver the Said Vessell And this Deponent then Informed that Struperumh

Andeapah Moodelliar did at the Request of Raudy Pudmiah Security to

Sadler to Pay the Amount of the Said Mortgage Bond And the said

hadore Andeapah Moodelliar Became in Writing to Anthony Sadler

this Deponent Saith that Struperumhadore Andeapah Moodel

did not Refusing Sadler a Bond Making that if the Defendant

Named in this Interrogatory Should give him the Writing

And the Said Raudy Pudmiah did Desire the Said Struperum

Andeapa Moodelliar to take a Mortgage on the said Vessell

of Security for Debt for which he had become Security to

Anderson Raudy Pudmiah did Not Pay Struperumh

Moodelliar this Deponent to be Paid for that Purpose did the said

Raudy Pudmiah did give and Agreement in Writing to the

Struperumhadore Andeapah Moodelliar and Said Struper

Andeapah Moodelliar did Continue said Vessell [illegible]

And More Saith Not to this Interry

3 To the third Interrogatory this Deponent Saith that Strupe

hadore Andeapah Moodelliar had become Security for the

for Raudy Pudmiah Debt that Said Raudy Pudmiah

in writing he Applied to the Defendant a his friend to

him a favor to take the Risk of this Trad to become

for the Debt which he had Agreed to Pay Mr Sadler

an Account of the Said Raudy Pudmiah as he said the Vessell

known that he was to have given Such An Agreement to Mr Sadler he
would Not have Freighted Said Vessell And the Vessell was Ready
to Said therefore if he delaid it Any longer She would Not be able
to Proceed to Bengall and that he would After her Return from
Bengall in to the Defendants possession that he Might dispose
of her but that the Defendant in Possession of the Vessell And the
Defendant After Struperumhadore Andeapah Moodelliar had
Delivered to him Raudy Pudmiah Agreement did Agree thereto
And the Terms of Such Agreement were that If Struperumhadore
Andeapah Moodelliar but the Defendant in Possession of the
Said Vessell and off the Debt due from Raudy Pudmiah
to the Said Struperumhadore Andeapah Moodelliar And the Defdt
gave an Agreement in Conformaty to the before Mentioned Purport
And more Saith Not to this Interrogatory

To the last Interrogatory this Deponent Saith that Since his
Return from Coringa to this Place that Struperumhadore
Moodu Moodelliar the Complainant in this Interrogatory
Named has Demanded of the Defendant the before mentioned
Sum whom Replied I Shall do According to my Agreement
And more Saith Not to this Interrogatory

Richd Dighton
Examr

Mayor's Court at Madraspatnam

Between [illegible] Moodelliar of Madras Inhabitant Admor to the Estate and Effects of [illegible] Andiapah Moodelliar Deceased by his [illegible] Paul Dunn of Madras Inhabitant Complainant and Colla Andy [illegible] the Same place Inhabitant Defendt

On the Part of the Defendt

Depositions of Witnesses taken in this Cause by Virtue of a Commission the tenor as follows

Sambo Chitty of Madras Merchant Aged 50 Years or thereabouts being a Witness in this Cause on the Part of the Defendant sworn on the 8th Day of [illegible] 1781 Sworn at the Office of Mr Stephen Popham who his Attorney for the Defendt by Summoning My Servants [illegible] of the Same [illegible] of the said Deponent And Afterwards on the Same Day being Examined Deposeth as follows

1st To the first Interrogatory the Deponent Saith that he knoweth the Complainant Strupennmbadora Moodoo Moodelliar [illegible] both knoweth the Defendant Colla Andy Narrain [illegible] And that he hath known him 20 Years And that he did know the Deceased Strupennmbadora Andiapah Moodelliar 12 Years [illegible] And More Saith Not to this Interrogatory

4th To the fourth Interrogatory the Deponent Saith that [illegible] the Deceased Demanded of the Defendant on the [illegible] Agreement [illegible]

of the Defendant Strupennmbadora Andiapah Moodelliar the Delivery of the Vessell in Question and said he would pay the Same if the Deceased would deliver said Vessell to him And likewise the Deponent Saith that the Defendant has Also demanded of the Complainant the Delivery of the said Vessell Since the Decease Strupennmbadora Andiapah Modelly and said he should pay off the Agreement provided he would deliver the said Vessell to him in Order that he Might dispose of it or pay the Money out of his Own Cash and the Complainant said that if he would undertake to pay the Money he had laid out on the Vessell And the Defendant Replied if he should then deliver over the Vessell and the Defendant Replied if he should deliver over the Vessell in Order that She Might be Sold he should Pay him According to his Agreement and in case she sold then the Amount of the Agreement the Complainant Might have it and if under the Amount of the Agreement the Defendant promised to make it up And more Saith not to this or the last Interrogatory

Richd Deighton
Examr

Mayor's Court at Madraspatnam

Between Strupennmbadora Moodoo Moodelliar of Madras Inhabitant Admor to the Estate And Effects of Strupennmbadora Andiapah Moodelliar Deceased by his Atty Paul Dunn of Madras Inhabitant Complainant and Colla Andy Narrain of the Same place Inhabitant Defend

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On the Part of the Defendant

Depositions of Witnesses taken in this Cause by [illegible] the Examiner in the Court aforesaid

Virragoo of Madras [illegible] Aged [illegible] years or thereabouts being Produced Witness in this Cause on the Part of the Defendant was on the [illegible] Day of [illegible] at the Office of Mr Stephen Popham who is Attorney for the [illegible] by [illegible] [illegible] Also [illegible] of the [illegible] of the said Deponent was [illegible] on the same Day being [illegible] Deposeth as follows

1st. To the first Interrogatory this Deponent saith that he doth know Strepermbadore Andiapah Moodelliar in this Cause and that he hath known him Eight years or thereabouts and doth [illegible] Cotta Audy Narrain in this Cause and that he doth so know [illegible] and he doth know the Deceased Strepermbadore [illegible] [illegible] years and More Saith Not to this Interrogatory

2d. To the second Interrogatory this Deponent saith that [illegible] Andiapah Moodelliar came to the Defendants House [illegible] Payment of some Money and the Defendant [illegible] the Vessell in Question he should Pay him [illegible] Andiapah Moodelliar said it shall be done [illegible] agreement aforesaid Strepermbadore Andiapah Moodelliar [illegible] the [illegible] Demanded the Money that he [illegible] said Vessell to [illegible] disposed of [illegible] pay him [illegible] and Strepermbadore Andiapah Moodelliar [illegible]

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some Money on said Vessell And the Defendant said if there was Any surplus beside the first Debt After disposing of said Vessell that he should Pay the same to him And More Saith not to this or the last Interrogatory

Richd Dighton
Examr

At the time aforegoing this Deponent saith that Cotta Audy Narrain went to Strepermbadore Andiapah Moodelliars House and asked him why the Vessell was not Arrived as it was so long time Since the agreement and the Said Strepermbadore Andiapah Moodelly said he should send for and Order said Vessell to Madras and Cotta Audy Narrain desired he should do it immediately

Richd Dighton
Examr

Witnesses
Allegapah
Virdapilla
Viniapah

Interrogatorys to be Administered to such Witnesses as shall be Produced Sworn And Examined in a Certain Cause Now depending and at issue in the Honble the Mayors Court at Madraspatnam wherein Strepermbador Moodu Moodelliar (Administrator to the Estate and Effects of Strepermbador Andiapah Moodelliar Deceased) is the Complainant and Cotta Audy Narrain is Defendant

On the Part and behalf of the said Complainant

Shall the Witnesses } 1st Do you know the Parties Complainant And Defendant Named in the Title of these Interrogatorys or either and which of them do you or did you Not likewise know Anthony Sadlier Esq^r And Ready [illegible]

of [illegible] Merchant And have you likewise [illegible] the Testimony

Said Streepermbadore Andiapah Moodelliar deceased [illegible]

long have you so known or any other Individual of them

To Alligapah 2^d Were you or were you not Conusant to the late Stre[illegible]

late Andiapah Moodelliar in his life time And did he and

and if he did know Anthony [illegible]

unto the Aforenamed Anthony Sadlier the Sum of [illegible]

hundred And thirty Pagodas [illegible] before that time

the Said Ready Patumah And Secured by a Mortgage

Masts Vessell of the Called [illegible] Yea did

not the Said Streepermbadore Andiapah Mood[illegible]

aforesaid become Security for the Payment of [illegible]

thought And Credit of the Defendants Agreement [illegible]

upon Any other and what Security had you [illegible]

what instructions from the said Streepermbadore

Moodelliar and did he or did he not desire you [illegible]

meddle with the Said Vessell and did he [illegible]

that Money to be then Secured Security for [illegible]

Credit of the Said Defendant and [illegible] Moodelliar

he or did he not Also declare that he did not look [illegible]

having Any Security or Mortgage on the Said Vessell [illegible]

Did not William Hamilton Esquire Send for you at Any And what time
And where to Speak to you About the Said Vessell did he or did he Not
Ask you if you looked upon your Self as having Any Security by the said
Vessell or Any Claim thereon And If Yea what Answer did you Make
to the said William Hamilton Did or did not the Said William Hamilton
immediately Afterwards or at Any other and what time Advised you
to give Any And what understanding to the Said Ready Patumah If
Yea Did you or did you not give and Understanding in Writing And If
yea to whom And in whose presence And what was the Purport thereof —
and did you give the Same as Conusaply to Streepermbadore Andiapah
Moodelliar or in Any other and what Capacity and whose concern in
Possession of the Said Agreement had you or had you not Any Reason
then To Understand and did you or did you Not understand And know
And do you or do you not now believe that the Defendants Agreement
or understanding was the Only Security the Said Streepermbador
Andiapah Moodelliar had in his life time And the Only Remedy
the Said Complainant as Administrator as aforesaid Now has
of Recovering back Such Sum so Secured by the Said Streepermbador
Andiapah Moodelliar and Since Accordingly Paid off by the said
Complainant as Admin^r as aforesaid to the Said Sadlier Dislaw

To Verdapillay 3^d were you or were you not there and if Yea when
Present at Any and what time when the late Streepermbador
Andiapah Moodelliar Sent for and Demanded Payment
According to his Understanding in his Agreement for that Purpose

If [illegible] Defendant [illegible]
[illegible]
Demanded [illegible]
Payment of [illegible] Defend^t
of the Pl^t [illegible]
[illegible] fully and at large Declare—

To Vendapillay And Ninniapah } 6th Have you or have you [illegible]
Death of the Said [illegible]
[illegible] to the Complainant [illegible]
[illegible] by any other [illegible] Defend^t
Defendant [illegible] Payment of the Sum of
and thirty Pagodas or any other [illegible]
Complainant by the Defendant If Yea [illegible]
[illegible]
[illegible] from [illegible]
[illegible]
Agreement [illegible] that the Complainant [illegible]
aforesaid [illegible] alledged to [illegible] Payments the Said [illegible]
Said Sum of 35 [illegible] Pag^s Declare what you know or have
informed or believe thereof fully and the Reasons for
knowledge Information or belief—

To all the Witnesses } 5th Do you know of Any Other Matter or thing or have you heard or Can you Set forth Any thing touching the Concerning the matters in Question in this Cause that May tend to the benefit or Advantage of the Said Complainant towards And besides what you have been before Already Interrogated unto If Yea Declare the Same fully And at large as if you had been thereunto Particularly And More fully Interrogated thereon—

Popham
Att^y for Compl^t

Mayors Court at Madraspatnam

Between Streeperumbadoor Moodo Moodelliar Administrator to the Estate And Effects of Streeperumbadoor Andeapah Moodelliar Deceased Complainant And Collatteedy Narrain Defendant—

On the Part of the Complainant

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

Allegapah of Madras Conicoply Aged 38 Years or thereabouts being produced as a Witness on the Part of the Complainant was on the 29th Day of November 1780 Signified at the Office of Mr John Sykes whose Attorney for the Compl^ts by Vinaygam 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

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1 To the first Interrogatory this Deponent saith that he doth know the Complainant Streeperumbadoor [illegible] in the Bill named and hath so known him for many years [illegible] and [illegible] the Defendant Colla Audy Narrain in the Bill named hath [illegible] him [illegible] but he doth not know [illegible] but that he doth know Reeady Podamah [illegible] and that he hath so known him for [illegible] years [illegible] that he did know Streeperumbadoor Ardeasapah Moodelliar [illegible] more saith to this Interrogatory.

2 To the Second Interrogatory this Deponent saith that he [illegible] formerly to Streeperumbadoor Ardeasapah Moodelliar [illegible] And that he acted as [illegible] formerly to the Said Streeperum[illegible] Streeperumbadoor informed this Depon[illegible] that he had become Security for the Payment of [illegible] to Sadlier [illegible] and [illegible] Mortgage Bond [illegible] by the Same before that time due from Reeady Podamah [illegible] by a Mortgage on a [illegible] Mast Vessell Called [illegible] to the Said Reeady Podamah and that Streeperumbadoor Ardeasapah Moodelliar hath so become Security [illegible] of Colla Audy Narrain the Defendant in the Cause and [illegible] hath [illegible] himself by taking a Security [illegible] Colla Audy Narrain and the Said Reeady Podamah [illegible] this Deponent of the Same [illegible]

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Defendant Colla Audy Narrain Agreement with Streeperumbadoor that he had so become Security And this Defendant doth likewise receive Instruction from Streeperumbadoor Ardeasapah Moodelliar Not to Meddle with the Vessell he did Not Look upon the Mortgage of Said Vessell as any Security to him but depended on his Agreement with Said Colla Audy Narrain And William Hamilton Esquire did Send for this Deponent to speak to him About Said Vessell at Mellapollam About two years ago And and Asked him if he stopped said Vessell And this Defendant made Answer that he did not Stop said Vessell and William Hamilton desired him to give an undertaking to Reeady Podamah And he gave an undertaking to the said Reeady Podimah in the Presence of William Hamilton and his Servant and the Purport of the Same was that I Allagapah as a Gomastah to Streeperumbadoor do give this Writing to Reeady to Certify that I have nothing to do with your Vessell and that you may do with your Vessell as you Please And the Said Agreement is in Possession of Reeady and this Deponent had every Reason then to believe that the Agreement between the Defendant and the Deceased was the Only Security the Said Deceased had in his lifetime and the Only Remedy the said Complainant had of Recovering Such Sum so secured by the Said Streeperumbadoor and Since Accordingly paid off by the Complainant as Administrator to the Deceased to the said Sadlier and more Saith not to the last Interry

Richd Dighton
Examr

Mayor's Court at Madraspatnam

Between [illegible] Administrator of the [illegible] Effects of [illegible] Deceased Complainant and [illegible] Defendant

On the Part of the Complainant

Depositions of Witnesses taken in the Cause [illegible] Examiner in the Court Aforesaid

Veeradapillah of Madras Inhabitant Aged 35 Years [illegible] Produced As a Witness in this Cause on the Part of the Complainant [illegible] Day of December 1770 [illegible] at the Office of Mr John [illegible] for the Defendant by Vinayagum [illegible] the Name time And [illegible] of the Said Defendant [illegible] on the Same Day being Sworn and Examined Deposeth as [illegible]

1st — To the first Interrogatory the Deponent saith that he knows the Complainant in this Cause and that he hath [illegible] 15 Years and that he hath known the Defendant [illegible] that he hath so known him 3 Years and that he [illegible] in this Cause and that he hath so known him 11 Years [illegible] Deceased [illegible] Deceased [illegible] [illegible]

To the third Interrogatory this Deponent Saith that he Was Present about three Days before the Deceased died when the Said Deceased Send for Cello Audy Narain And demanded Payment of the Said Defendant According to his Undertaking in an Agreement for that Purpose and the Said Defendants Answer was that he would Speak to his Brother And Pay the Money but that he did Not Seem to Expect the Payment of Said Sum depended on the Delivery of a Vessell or did he at that time demand the Vessell or did he he at that time demand and more Saith Not to this Interrogatory

To the fourth Interrogatory this Deponent that about four five Days After the Ceremony of burning the Deceased that this Deponent in Company with Nenapah did by the Desire of the Compll Demanded Payment of the Sum of 330 Pagodas of the Defll as due from the Complainant to the Defendant and he Promised Either to Pay the Money or to get from Antho Sadler a Security Bond and deliver to the Same to the Complainant and the Defendant as filed to perform as aforesaid Agreement And And the Complainant As administrator to the Deceased has been Obliged to pay unto Anthony Sadler Esqr the said of three hundred And thirty Pagodas and this Deponent Saith he is the Book keeper and that he has entred the Same as paid to Sadler Esqr in the Account by desire of the Complainant And more Saith not to this or the last Interrogatory

Richd Deighton
Exam.

Mayors Court at
Madraspatnam

Between [illegible]

Depositions [illegible]

[illegible] of [illegible] 1761 [illegible]

1. [illegible]

2. [illegible]

Administrator as aforesaid demand of the Defendant Payment of the Sum of three hundred And thirty Pagodas as due to the Complainant by the Defendant And the said Defendant did promise to Pay the Same the first time this Deponent demanded Money on the Second Day this Deponent demanded the Money he again Promised to pay the Same or get a bond Security from Mr. Michell who was Mr. Sadlier Attorney but the Defendant as failed in performing the said Agreement And the Complainant as Administrator as aforesaid did Pay the Sum of 384 Pagodas through Mr. Hamilton who paid the Same to Mr. Michell as Attorney to Mr. Sadlier and the Complainant paid the Sum of four hundred and Seventy Six fanams which is the difference in Exchange to Mr. Cuthbert by Order of Mr. Hamilton And this Deponent carried the before Named Sum of four hundred And Seventy Star Pagodas Six fanams And delivered the Same to Mr. Cuthbert and More Saith not to this or the last Interrog.

Richd. Dighton

Exam.t

Mayors Court at
Madraspatnam

Tuesday the 11th Day of April
Anno Domini 1761

Present

Benjn. Roebuck Esquire Mayor
James Call and Robert Hughes
Aldermen

Between [illegible] Complainant and
[illegible]
[illegible] Defendant
[illegible]
of the Same Place Inhabitant Defendant

This Cause Coming on this day to be heard [illegible] the Complainants Bill and Answer of the Defendant [illegible] the Replication [illegible] Interrogatories and Depositions on the Part of the [illegible] on Hearing the Pleadings [illegible] this Court doth think fit to Order And Decree and doth Order And Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of [illegible] and thirty Pagodas of Exchange 33[illegible] [illegible] together with Such Interest as is or Shall be Due thereon until full Payment be made and Costs of this Suit.

Filed the 24. March 1773

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

Humbly Complaining Sheweth unto this Hon'ble Court your Orator Francisco Joze of Madras Inhabitant that Leopoldo de Abreyde of the Same Place Inhabitant Stands Indebted unto your Orator in the full and Just Sum of Twenty four Pagodas three fanams And twenty Cashs Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of Ten Pounds And Six Pence or thereabouts as will More fully And At large Appear by an Account Current and Also by Copy of a note of and hereunto Annexed for the Inspection of this Hon'ble Court both which your Orator prays May be Admitted as part of this his Bill of Complaint and Whereas your Orator hath frequently and in an Amicable Manner Requested the Payment of the Said Sum of Twenty four Pagodas three fanams and twenty Cash.

But now so it is May it Please this Hon'ble Court the Said Leopold de Abreyde Obstinately and unjustly 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 Hon'ble Court Shall Appear Agreeable to

Equ

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

unto the aforesaid Sum of Twenty four Pagodas [illegible]

[illegible]

[illegible]

May it Please this Honble Court

Leopold de Mayde the Defendant [illegible]

Saint George [illegible]

Personally to come and Appear before this Honble Court

and Abide by this Honble Court [illegible]

[illegible]

[illegible]

shall ever Pray

March 24. 1777

Henry [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

George [illegible]

Dr Leopold de Mayde in Account Current With Francisco Joze Cr

1778 March	28	To the Amount Principal of your Note of Hand at time of this Date	34	32	—	1778 April	12	By Cash Received	12	—	—
1779 March	24	To Interest on Do from 28 March 1778 to this Day is 11 Mo and 26 Ds @ 10 ₰ Cent ₰ Annum	3	13	20	1779 March	24	By Interest on Do from 12 April 1778 to this Day @ 10 ₰ Cent ₰ Annum	1	6	—
									13	6	
								By Ballance	25	3	20
		Pagodas	38	9	20			Pagodas	38	9	20

Fort St George March 1779—

E.E.

₰ Francisco Joze

I Promise to Pay to Mr. Francisco Joze or order the full and Just Sum of 34 Star Pagodas and thirty two Fanams Current Money of Madras which Said Sum I Promise to discharge with its Interest at 10 ₰ Cent ₰ Annum in One Months time from the Date Witness my hand this 28 Day of March 1778—

L. de Mayde

A true Copy

Henry Dupuy
Atty Compl'ts

The general Answer of [illegible] Atayde of Madras Inhabitant Defendant to the Bill of Complaint of Francisca Izza of the [illegible] Inhabitant [illegible]

The Defendant now and at all times hereafter saving and reserving to himself all manner of Benefit and Advantage of Exception to the many Errors [illegible] and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is [illegible] Materially Concern[illegible] him to make Answer unto he this Defendant Answereth and Saith that he [illegible] the said Complainant the Sum of Twenty four Pagodas [illegible] as [illegible] set forth in the said Complainants Bill of Complaint [illegible]

All Which Matters and things he [illegible] 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

Sworn to the 11. May 1779
before me George Proctor

[illegible]
Atty for Def

The General Replication of Francisca Izza of Madras Inhabitant Complainant to the General Answer of Leopold de Atayde of the Same Place Inhabitant Defendant.

The said Repliant saving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matters And things in and his said Bill of Complaint Already Said he will justify Maintain and prove to be good Certain And Sufficient in the law to be Answered unto in Such Manner as the Same are therein or thereby Setforth and declare that the Answer of the Said Defendant is untrue and Insufficient in the law to be by this Repliant Replied unto for Divers Manifest Imperfections and incertainties therein Contained

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 Bill of Complaint he hath Already Prayed

Henry Duffy
Atty for Complt

Interrogatories

to be Exhibited on the behalf

And Examined [illegible]

and [illegible]

Madraspatnam [illegible]

[illegible] Defendant

To all the Witnesses } 1st Do you know the Parties Complainant and Defendant of these Interrogatories Named or either of them if yes [illegible] declare [illegible]

To William Sandert and Joseph de Silva } 2d Are you or are you not well acquainted with the Manner and Writing of the Defendant in this Cause [illegible] have you seen him write [illegible] upon the Paper Writing now Shewn to you at the time of this Examination purporting to be [illegible] to the Complainant [illegible] for the Sum of [illegible] and thirty two fanams under the Date of 28th Day [illegible] in the year of Our Lord 1778 [illegible] And the Signature thereunto [illegible] the Proper hand Writing of the said Defendant [illegible] Same as you know have heard or [illegible] together with the Reasons of such your belief

To all the Witnesses } 3d 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 Complainant besides what you have been Interrogated unto If yea Declare the Same as you know have been heard and do believe together with the Reasons of Such your belief as fully as if you had been thereunto Particularly Interrogated.

Henry Du Puy

Wm Campll

I Promise to Pay to Mr Francisco Joze or order the full And Just Sum of 34 Pagodas and thirty two fanams Current Money of Madras which Said Sum I Promise to Discharge with its Interest at 10 ℔ Cent ℔ Annum in a Months time from the Date, Witness my hand this 28th Day of March 1778.

C. L. Cayley

This Paper Writing was Shewn to me Willm Sandort and Joseph de Silva on the 12th Day of February 1781 being the time of their Examination as Witnesses on the Part of the Complainant in a certain Cause now depending in the Honble the Mayor's Court of Madraspatnam wherein Francisco Joze of Madras Merchant

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[illegible] Complainant and [illegible] Defendant [illegible]

Richd Dighton

Mayor's Court at
Madraspatnam

Between [illegible] Complainant and Leopold [illegible] Defendant

On the Part of the Complt

Depositions of Witnesses taken in this Cause [illegible] Examiner in this Court as followeth

William Sandort formerly of [illegible] aged 26 years thereabouts being Produced as a Witness on the Part of the Complainant was on the 12th Day of February 1781 Signified at the [illegible] Attorney for the Defendant by [illegible] of the name [illegible] 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 Interry this Deponent saith that he doth know the Complainant in this Cause and that he hath so known him [illegible] And doth he doth know the Defendant in this Cause [illegible] [illegible] years and more saith not [illegible]

2d To the Second Interrogatory this Deponent saith that he [illegible] acquainted with the [illegible] hand Writing of [illegible] in this Interrogatory named and that he hath [illegible] hath also Seen [illegible] from the Defendant and [illegible] Shewing to him at the time of this Examination [illegible]

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Writing Purporting a Note of hand from the Defendant to the Complainant given for the Principal Sum of 36 Pagodas And thirty two fanams under the date of 28 Days of March 1778 this Deponent saith the same and the Signature thereunto Set and Subscribed is of the Proper hand Writing of the Defendant Named in this Interrogatories And more saith not to this or the last Interrogatory

Richd Dighton
Examr

Wm G. Sandort

Mayor's Court at
Madraspatnam

Between Francisco Joze of Madras Merchant and Leopoldo de Waydt of the same Place Inhabitant Defendant

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

Joseph de Silva of Madras Inhabitant Aged 22 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 12 Day of Feby 81 Signified at the Office of Mr whose Atty for the Defendant by Bimmanagney my Servant who Also left with 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 Interry this Deponent saith doth he doth know the Complainant in this Cause and that he hath so known him three years and doth he doth know the Defendant in this Cause and that he hath so known him 6 years and more saith not to the Interrogatories

2d ...... To the Second Interrogatory this Deponent saith that he is well
acquainted with the Manner and handwriting of the Defendant
three Interrogatories Named and that he hath seen him write
also several Letters from the Defendant and that he has
[illegible] in his Deposition [illegible] and having
at this the time of this Examination a Paper writing purport
a note of Hand from the Defendant to the Complainant for
the Principal Sum of 36 Pagodas and thirty fanams
Date of 28 Day 1778 this Deponent saith that the same
singular the Contents thereof and Subscribed of the 3d
Writing of the Defendant Named in the Title
And more Saith not to this or the Last Interrog

B D Dyghton Joseph de

Exam

Mayors Court at Madraspatnam Tuesday the 9 Day of Anno Domini

Present

Benjamin Roebuck Esq

Between Francisco Joze of Madras Merchant Complainant and Leopold de Abayde of the Same Place Inhabitant Defendant

This Cause Comming on to be heard and Debated this day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Account Current and Copy of a Note of Hand Annexed the Defendants General Answer the General Replication the Interrogatories and Depositions on the Part of the Complainant On Hearing the Pleadings Made Thereof 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 shall pay unto the Complainant the full and Just Sum of Twenty five Pagodas three fanams and Twenty Cash or Pagodas 25„ 3„ 20„ together with All Such Interest as Now is or Shall hereafter become due thereon untill full Payment is Made Also all Costs of this Suit.

A Cur

Fil'd 9th July 1779.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator George Isaac Hefsard of Madras Inhabitant that Anthony Frederick Franck and John Willoughby of the Same Place Inhabitant

Stands

Monies Indebted unto your Orator in the full And Just Sum of three hundred
fifty five Pagodas Current Money of Madras Arising on Mortgage the
said Bond with the Sale of Eight Villages for many Pagodas the
Sum of One hundred and fifty two [illegible] Most fully And
Appear by the Copy of the said Bond hereunto Annexed for the Inspection of this
Honble Court Unto which your Orator Most humbly Refers And
Same may be taken as part of this your Orator's Bill of
And your Orator further Sheweth unto this Honble Court that he has
frequently And in an Amicable Manner Required Payment
of the said Sum of three hundred and fifty five Pagodas

But now so it is May it Please
the said Anthony Frederick Franck and John Willoughby
Ungratefully Refuse to pay the Same or to give your
Orator any Satisfaction touching the Premises your
Orator in general Acts of such as to this Honble Court
Agreeable to Equity And good Conscience. The said
said Franck & Willoughby may upon their Corporal
full true direct and perfect Answer make to all and
the Matters and things hereinbefore set forth And that as
truly perfectly And Effectually as if the same were
of the Same were here Again Repeated And Interrogated
paid and that he may [illegible]

the Aforesaid Sum of three hundred and fifty five Pagodas together
With 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 Anthony Frederick Franck and J. Willoughby to be
Summoned And Required by the Sheriff of Fort Saint George
Town of Madraspatnam and the Districts thereof Personally
to be and Appear before this Honble Court at a Certain time &
and Place to be by this Honble Court prefixed And Appointed
then and there to Answer this your Orator's Bill of Complaint
And your Orator further Sheweth unto this Honble Court
Court Shall Seem Meet.

Geo. H. [illegible]
Atty Compl.

9th July 1779

This Bill was Shewn to
Me between the Days of Adjournment
Let a Summons Issue Returnable Next
Court Day

George Proctor
Mayor

Know all Men by these Presents that We Anthony Frederick Franck and John Willoughby of Madras Inhabitants are held and firmly bound unto George Isaac Heispard of the [illegible] in the Penal Sum of Seven Hundred [illegible] Pagodas Current Madras the Payment whereof well and truly to be made unto the said George Isaac Heispard his Heirs Executors Administrators and Assigns We do hereby bind ourselves our Heirs Executors Administrators firmly by these Presents In Witness whereof we have Set our hands and Seals in Madras the Sixth Day of April in the year One thousand Seven hundred and Seventy Nine

Whereas the Above bound Anthony Frederick Franck and John Willoughby have borrowed and received of the Above Named George Isaac Heispard the Sum of three hundred and fifty four Pagodas Current Madras to bear at the Interest at the rate of [illegible] per Cent per annum two Months from the date hereof

Now the Condition of this Obligation is such that if the above bound Anthony Frederick Franck and John Willoughby or either of them their Heirs Executors Administrators shall well and truly pay unto the said George Isaac Heispard his Heirs Executors Administrators the Sum of three hundred and fifty four Pagodas together with [illegible] then this Obligation to be void [illegible]

Signed Sealed & Delivered [illegible]

Filed 24th Augt 1779—
Sworn to in Court
24 Augt 1779—

The Joint and Seperate Answer of Anthony Frederick Franck And John Willoughby Defendants to the Bill of Complaint of George Isaac Heispard Complainant.—

These Defendants now and at all times hereafter Saving And Reserving to themselves All and All Manner of Benifit And Advantage of Exception to the Many Errors Incertainties Insufficiencies And Imperfections in the Said Bill of Complaint contained for Answer thereunto or unto so much thereof as they these Defendants Are Advised doth Materially Concern them to make Answer unto they these Defendants Answering Says that they Absolutely deny to Stand Indebted unto the said Complainant in the Sum of three hundred and fifty four Pagodas for these Defendants Say that the said Complainant has received of these Defendants at Sundry times Effects in manner and to the Value as is stated in the Account hereunto Annexed and for which the said Complainant ought to have Credited these Defendants a Copy of which said Account is hereunto Annexed for the Inspection of this Honble Court these Defendants Pray may taken as part of this their Answer And these Defendants further Answering say that they Acknowledge to have given the said Complainant a Joint Bond Bearing date the Sixth Day of April last past for the Sum of three hundred and Fifty four Pagodas and Interest as the Same

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is Respects in the Complainant and Bill of Complaint th[illegible]
they have since been obliged for the Benefit of all their Credi[illegible]
their Effects into the hands of Trustees by a Deed of Indenture
dated the 12th day of [illegible] last for [illegible] that by the said Deed th[illegible]
have conveyed the whole of their Estates into the hands of the
Trustees therein [illegible] and to be for Payment [illegible]
of their Creditors And by Virtue of said Deed these Defendants
divested themselves of all [illegible] over all their money [illegible]
Effects of what nature or kind soever and these Defendants
say that the said Act of these Defendants was [illegible]
view of doing Equal and impartial Justice to all their Cred[illegible]
[illegible] for Payment of their Creditors
these Defendants could Not Discharge in that [illegible]
of the Remaining Creditors because the Demand or [illegible]
their Affairs that the Losses and Expences they had [illegible]
and the Weight of all Claims which they had [illegible]
[illegible] amount [illegible] to them to [illegible] their [illegible]
[illegible] these Defendants further say that they [illegible]
given to the said Complainant of the [illegible] of [illegible]
as they did also to Samuel Trenchard of [illegible]
[illegible] these Defendants are [illegible]
and that neither these Defendants the said Samuel [illegible]
by themselves [illegible]

---

have Expressed a Resolution not to Come into Any Measure with the other
Creditors which Resolution of the said Defendant and of the said Samuel
Trenchard is much to their Prejudice because by the said Deed of Trust it
is declared that no Person who is Creditor of these Defendants shall
have the Benefit of Claiming a Distribution Share under the said deed
of Trust unless they execute the same before the 12 day of Sept. Now next
ensuing by Virtue of these Defendants say that they are totally
incapable of satisfying the Complainants said Demand otherwise
and because that the said Defendants as still an oportunity of
benefitting under the said Deed in such Manner as these Defts
Cannot by Any other means Contrive for the Relief of the said Complt
these Defendants hope the said Complainant will be induced to
Withdraw the Suit which he has Commenced Agt them and that
he will sign the said Deed of Trust so that he may come in
for an Equal Proportion with their lawfull Creditors —

All Which Matters And things these Defendant are Ready and
Willing to aver Maintain And prove as this Submit the Consideration
thereof to the said Complainant And to this Honble Court and these
Defendants declare that they are Ready and willing to abide by
the Judgment of this Honble Court Respecting the Premises —

Popham
Atty for Defts

A. T. Tronck
John Willoughby

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Dr Mr. Geo: Isaac Heyfaard in Account Current With Anto. T. Franck and Anto. Willoughby Cr

…Bottles of Clar…		12	60				1779 Aug. 12	By One Joint Bond Payable in 2 M° @ 12 ₽ Cent	355	—	
…1 Botts. of …	2	12	60					Interest on D° to 21 July 1779 @ 12 ₽ Cent	1	17	
…Bottles of Red		31	60						363	17	
…2 Bottles of Red	1	21	—								
…2 D° of …	5										
…D° of Butter	2	21									
…	1	—									
…Bottles of Red	4	21	—								
…D° Vinegar	1	21	—								
…D° …	2	12	60	21	21	—					
…on D° to 21 July 1779 Allowed											
…Months Credit at 12 ₽ Cent	1	11	7	1	11	7					
				22	32	7					
Balance				340	11	70					
Pagodas				363	1	77		Pagodas	363	1	77

Filed 18 Octr. 1779

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The Replication of George Isaac Heyfaard Complainant to the Joint and Separate Answer of Antt. Frederick Franck And John Willoughby Defendants

The said Replicant now and at All times hereafter Saving And Reserving unto himself All and All Manner of Benefit or And Advantage of Exception to the Many Errors Untruths uncertainties And Imperfections in the Defendants Said Answer Contained for Replication thereunto Saith that all and every the Matters And things in And by his Said Bill of Complaint Are good true Certain And Sufficient in the Law to be Answered unto in such Manner as the Same Are therein And thereby Set forth And Alledged and that the Answer of the said Defts is Very untrue Evasive And insufficient And for further Replication the said Replicant Says that the Defendants Are Indebted unto him in the Sum of three hundred And fifty five Pagodas as Stated And Set forth in his Bill of Complaint Notwithstanding Any thing that the said Defendants have Alledged to the Contrary and for further Replication says that he is an Intire Stranger to the Charge made by the said Defendants of the Replicant being Indebted to them on Account of Sundry Effects Sold And delivered upon Credit by the Defendant to the Said Replicant but that Such Account is maintained

And List of [illegible] the Replicant
by them the Defendants Articles being [illegible] the Replicant
Answer which the Replicant will [illegible] Letter [illegible]
and in order to Shew to this Honble Court [illegible]
the Accounts of the Defendants [illegible] hands [illegible]
The List of which Accounts [illegible] Annexed [illegible] the Defend
to the [illegible] of the Replicants [illegible]
of their purchase Any More Articles from the Defend
[illegible] and in order to shew to this Honble Court
this assertion that no Demand has been Made
or Any for them on the Replicant [illegible] the Defend
[illegible] of the Correspondents [illegible]
of the said [illegible] Charges [illegible] the Replicant
to them the Defendants the [illegible] of the Corres
Only [illegible] of the [illegible]
the Demand by the Defend [illegible] which the Replicant
upon the [illegible] being delivered [illegible]
Annexed being the [illegible]
of the Replicant [illegible]
And being [illegible] from the Replicants to the said Defen
at the same time [illegible]

And Articles Prove their Authenticity the Replicants begs leave to observe the little Credit that there can be given to an Account which is so glaringly Erroneous And which Cannot be Supported by Any Voucher or Testimony whatever the said Replicant further Says that when the Defendants are so Plainly thus defeated it Must of Course follow that the Rest of their Charges are without Any foundation the said Replicant further Says that he Should have very Readily given the Defendant Credit for what they have Charged had it not been upon a Comparation of their last Receipt under date the thirty first of Octr One thousand Seven hundred and Seventy Eight wherein Some of the Articles Charged in the Defendants Account Annexed to their Answer Appeared to have been paid for which induced the Replicant to Enquire Among his Servants and People if they ever had Received from from the Defendants the Sundry other Articles that Compose the Rest of the said Defendants Account Current who declared that they had Not Received the Several Articles or knew Any thing About them the said Replicant further Says that he humbly Conceives that he has nothing to do with the Defendants Surrendering up their Effects into the hands of Trustees nor is he bound thereby it being optional in the Replicant to Come into the Defendants Measures or not as he shall think proper the said Replicant further Says that in that Resolution the Parties Signing the Deed of Trust for the Defendants

may

Might have been [illegible] between the [illegible]

[illegible]

[illegible]

Defendants [illegible] Defendants [illegible]

[illegible]

[illegible]

[illegible] Defendants [illegible]

[illegible] Defendants [illegible]

[illegible]

[illegible] Defendants [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

All Which Matters And things [illegible]

[illegible]

Shall direct and Most humbly [illegible]

of Complaint [illegible] Pray'd.

Chas. Bromley
Atty Defts

	Mr. Hazard	Dr.
1778 Octr. 7th	To 1 Catty of Tea	2. 10. 40
28	To 1 Bottle Oil	" 21. 40
	Pags.	2. 32. "

Fort St. George
31st Octr. 1778 –
E E
(Signed) Franck & Willoughby

A true Copy
Chas. Bromley
Atty Repltt.

Filed 7th Decr. 1779

The Amended Rejoinder
of Anthony Franck And John Willoughby
to the Replication of George Isaac Hazard

These Defendants now and at All times hereafter — saving And Reserving to themselves All Manner of Benefit And Advantage of Exception to the Uncertainty and insufficiency of the Said Replication Under which a Copy Appears Annexed thereto may have been paid by the Said Repliant to these Defendants and that the Same Might have been and was overlooked by these Defendants when they Settled the Account Current of which a Copy is Annexed to their Answer Overcharge of these Defendants was not Intended but was in consequence of an Error And An Omission to Enter the in their Books of Account but these Defendants deny that Such Error Should

Stated to be [illegible] by the said Defendant [illegible]

Matter Charged in the said Bill [illegible] Contrary hereunto [illegible]

that the Defendant doth [illegible] for the [illegible] Debt [illegible]

of the [illegible] these Defendants [illegible]

indebted unto the said Defendant [illegible]

Bill of Complaint And these Defendants Submit to this [illegible]

the Honble Court that [illegible]

Transferred And [illegible]

are Stated by them [illegible]

them to Satisfy the Defendant on account of the said D[illegible]

Defendants [illegible]

of these Defendants to [illegible] the said Defendant [illegible]

Debt from these Defendants Effects [illegible]

[illegible] And these Defendants [illegible]

they [illegible] the Manner of [illegible]

of the said Debt due unto the Defendant [illegible]

Defendant Claiming [illegible]

the said Deed of Trust.

All which Matters and things these Defend[ants]

Submit to the Consideration of this Honble Court And

Pray [illegible]

[illegible]

Mr Gideon Firth
Mr Henry Du Puy
Vencata Narnapah

Interrogatories to be Administred

to Such Witnesses as Shall be Produced Sworn And Examined in a Certain Cause now depending And at issue in the Honble the Mayors Court at Madraspatnam Wherein George Isaac Hassard of Madras Inhabitant is Complainant and Anthony Frederick Franck and John Willoughby of the Same Place Inhabitants Are Defendants

On the Part and behalf of the Complt

Interrogatory } To all the Witnesses

1st Do you know or do you not know the Parties Complainant And Defendants in the Title of these Interrogatories Named if yea how long have you so known them or either and which of them Declare

Mr Gideon Firth
Mr Henry Du Puy
Vencata Narnapah }

2d Do you know or do you not know the Respective Hand Writing to the Papers Writings Marked A. No 1. B. No 2. C. No 3 D. No 4 now produced And Shewn to you at this the time of your Examination if yea is and are the whole or which of them of the Proper Hand Writing of the Parties so Subscribing And how you became Acquainted therewith particularly Setforth And Declare.

Vencata Narnapah

3d Do you know or do you not know or do you not know or can you Remember whether or not the Above said Complainant has Received either for account of himself or for Account of others Any Articles of Trade such as Oil Vinegar Mustard Jams Buttons &ca and of and from the Above Said Defendants since the 28 of October 1778 to this the Present time of your Examination if yea can you Setforth the same if so Declare and if not

how

[illegible]

[illegible]

[illegible]

[illegible]

Said [illegible]

[illegible] Debts [illegible]

Chas. Brenton

Sir

The present situation of Messrs Franck and [illegible] [illegible] payment of their Debts

They have by the advice of their friends [illegible] Creditors [illegible] to collect in their outstanding Debts [illegible]

Among the list [illegible] your name [illegible] I think you are requested to discharge [illegible]

July 2d 1778

I am Sir [illegible]

This Paper Writing was shewn to Gideon Forth Henry Dupuy and Vincata Narnapah at the Respective times of their Examination before me in a Certain Cause depending in the Honble the Mayors Court at Madraspatnam wherein George Isaac Heizard is Complainant and Anthony Frederick Franck and John Willoughby are Defendants the 16th 19th and 22d Day of March 1781

Richd Dighton
Examr

Mr Hoizard ...... Dr

1778 Octr 7.	To 1 Catty of Tea	2. 10. 40
28	To 1 Bottle Oil	. 21. 40
	Pagodas	2. 32. –

Fort St George
31 Octr 1778

E. E.

℔ Franck & Willoughby

Madras 5th July 1779—

To Geo: Isaac Heizard Esqr

Sir,

At the time of signing the Bond to you for 350 Pagodas We had formed no Resolution of a taking this Step to Satisfy our Creditors nor for a month After Neither did we in the least Imagine that our Affairs Required it. But Unexpected Demands Coming on us and the Disappointment we Met with in Collecting what was due to us Indeed was Suddenly to Resolve on the Present Measures and as it is Now out of our Power to pay or Settle with Any one (as we have nothing we can call our own) we hope will Consider our Situation in a more favorable light and Act Accordingly

We are
Sir your most obedient

This Paper Writing was Produced & shewn to Venkatah Narnapah at the Time of his Examination [illegible] before me in a certain Cause depending in the Mayor's Court wherein George Isaac Heiffard is Complainant and Anthony Frederick Franck & John Willoughby are Defendants the 16th Day of March 1781.

Richard Dighton
Examr

Mr. Heiffard

1776
May 25 To Shipping of [illegible] ... 1
Octr 27 To [illegible] ... 1
1777
Febr 3 To [illegible] ... 1
2 [illegible] 9
2 [illegible]

Indorsed on [illegible]

Fort George
31 Decr 1777
E. E.
[illegible]
per Franck & Willoughby

This Paper Writing was Produced & shewn to Venkatah Narnapah at the time of his Examination [illegible] in a certain Cause depending in the Mayor's Court at Madraspatnam wherein George Isaac Heiffard [illegible] and Anthony Frederick Franck and John Willoughby [illegible] the 16th March 1781

Mayor's Court at
Madraspatnam

Between George Isaac Heiffard of Madras Inhabitant Complainant And Anthony Frederick Franck and John Willoughby of the same Place Inhabitants Defendants

On the Part of the Complainant.

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

Vencatah Narnapah of Madras Bramany Aged 22 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 16th March 1781 Signified at the Office of Mr Stephen Popham who is Attorney for the Defendants by Ramasing My Servant who also left with him Notice of the Name Title 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 in this Cause and that he hath so known him Six years or thereabouts and doth he doth know the Defendants Anthony Frederick Franck and John Willoughby in this Cause and that he hath so known them four years and more. Saith Not to this Interrogatory.

2 ... To the Second Interrogatory this Deponent Saith, on Producing to him at the Witnesses Examination the Paper Writing Marked A. No 1 B No 2 C. No 3 and D. No 4 that the Paper writing marked A. No 1 C. No 3 D. No 4 are this Deponent verily believes of the Hand Writing of the said Franck and Willoughby as he has seen several Bills so Signed by the Said Franck and Willoughby which have appeared all in the Same handwriting as the Paper writing marked

A

A. 11 C. 13 D. 14 [illegible]

and Deponent [illegible]

[illegible]

saith not to this Interrogatory

3 To the third Interrogatory this Deponent saith [illegible]

of the Defendants [illegible] on the 24 day of [illegible]

[illegible]

[illegible]

the Amount of the [illegible] Rupees [illegible] forty [illegible]

[illegible] purchased [illegible]

the Complainant in this Interrogatory named [illegible]

[illegible] the Deponent [illegible]

[illegible] the Complainant [illegible]

[illegible]

[illegible]

from each Ship [illegible] the 24 October 1778 [illegible]

his Examination [illegible] Deponent [illegible]

[illegible]

[illegible]

[illegible] Deponent [illegible] Deponent [illegible]

[illegible]

this Deponent [illegible]

Demanded the Amount of the Aforesaid Articles so purchased by this Deponent And More saith not to this or the last Interrogatory

Richd Dighton
Examr

Mayor's Court at Madraspatnam

Between George Isaac Heiford of Madras Inhabitant Complainant And Anthony Fredrick and John Hittenly of the same place Inhabitant Defts
On the Part of the Compt.

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

Gideon Firth in the Service of the Honble the United Company of Merchants of England Trading to the East Indies Aged 32 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 19th Day of March 1781 Signified at Office of Mr Stephen Popham who is Attorney for the Defts by Bimasegmy 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 doth know the Complainant in this Cause and that he hath so known him 4 years and doth he doth know the Defendants in this Cause and that he hath so known them 12 or 13 years and more saith not to this Interrogy

2 To the Second Interrogy this Deponent Saith that he hath carefully Examined the Papers Writing Marked A. 11 B. 12 C. 13 and D

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D. No 4 [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

No 1 [illegible]

[illegible]

B. No 2 and Signed Stephen Popham [illegible]

[illegible]

Popham and no more Saith not to [illegible]

Richd Dighton
Examr

Gideon [illegible]

Mayor's Court at
Madraspatnam

Between George [illegible]
[illegible] Complainant and [illegible]
[illegible] Defendant

Depositions of [illegible]
[illegible]

Mr Henry Dupuy [illegible]
at Madraspatnam [illegible]
[illegible] Complainant [illegible]
[illegible]

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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 in this Cause and that he hath so known him 6 years or thereabouts and doth he doth know the Defendt in this Cause and that he hath so known him 10 years and no more Saith not to this Interry

2d To the Second Interry this Deponent Saith (on Producing Shewing to him at this the time of his Examination the Paper Writing Marked A. No 1 B. No 2 C. No 3 and D. No 4) that the whole of the Paper Writing Marked A. No 1 is of the Hand Writing of John Willoughby and the Paper Writing Marked B. No 2 this Deponent Saith is Signed by Stephen Popham and that the whole of the Bill Marked C. No 3 is of the Hand Writing of John Willoughby and the Bill Marked D. No 4 is Signed by Anthony Frederick Frank and this Deponent so knoweth the same by having frequently Seen the said Persons write and Receiving Letters from them and no more saith not to this or the last Interrogatory —

Richd Dighton
Examr

Henry Dupuy

Mayors Court at Madraspatnam

Tuesday the 15th [illegible]

Anno Domini [illegible]

Present

Benjamin Roebuck Esq

James Call [illegible] Edwd [illegible]

Aldermen

Between [illegible]

[illegible]

[illegible]

[illegible]

Defendant

This Cause Coming [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] This Court [illegible]

and Decreed [illegible]

the Defendant [illegible]

Pagodas 355 . . . together with Interest as now is or shall hereafter become due thereon untill full Payment is made deducting therefrom the Sum of Nine Pagodas Ten fanams and forty Cash for things Purchased by the Complainants Servant in the Name of the Complainant for and on Account of Mr Gahagan which Charge is Admitted by the Complainant and it is further Ordered And decreed that the Costs of Suit to be paid by the Defendant.

A Cur

Filed 11th Decr 1780

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Nathaniel Bacon of Madras Inhabitant that Francis Jourdan of Fort St George Esqr Executor to the Estate and Effects of Edwd Stevenson late of Tranquebar Deceased Stands Justly and Truly Indebted unto your Orator in the full Sum of two thousand two hundred and fifty Seven Pagodas fourteen fanams Current Money of Madras Making Nine hundred and two Pounds Eighteen Shillings and Eight Pence Sterling Money of Great Britain or thereabouts at Eight Shilling

[illegible]

things your Orator Placed faith and Confidence in the said Edwd Stevenson your Orator further Sheweth unto this Honble Court that some time early in this Present year the said Edwd Stevenson Departed this life at Tranquebar having duly Made published and declared in Customary from a Written Paper Purporting to be his last Will and Testament which said Writing or Testamentary paper is now upon the Records of this Honble Court in which among other Provision and declarations the said Francis Jourdain is declared Nominated And Appointed Executor to the Estate And Effects of the said Edwd Stevenson with others therein Named to your Orator unknown your Orator further Sheweth unto this Honble Court that soon After the Death of the said Edwd Stevenson to wit on the Second Day of May last Past the said Francis Jourdan of Fort St George Esqr duly Proved the said Will and took upon himself the Burthen and Execution thereof and by Virtue thereof Possessed himself and became Intitled unto the Possession of all the said Testators Real and personal Estate goods Chattles Merchandizes Wares Effects and out Standing Debts Dues and Demands which were of and to Considerable Value and Amount both within the Jurisdiction of this Honble Court and Elsewhere your Orator further Sheweth unto this Honble Court that he hath frequently

And in friendly Manner Applied unto the Said Francis as Executor as aforesaid to have the Said Bond or writing Paid and discharged for the Said Sum of three thousand two hundred and fifty Seven Pagodas fourteen fanams out of the Monies Merchandizes Estate and Effects of the Said Testator and which had Come to his hands as Executor and your Orator hoped that the Said Francis Jourdan would have Complied therewith as what In Justice and Conscience he ought to have done And which ought to have paid unto your Orator the Said Sum of three thousand two hundred and fifty Seven Pagodas fourteen fanams.

But now so it is and May it please the Hon'ble Court that the said Francis Jourdan [illegible] Wilfully Refuses to pay the same or to give your Orator any of Satisfaction touching the Premises [illegible] [illegible] your Orator [illegible] and they [illegible] Charge [illegible] Orator [illegible] Said Francis Jourdan and his Confederates of them do absolutely Refuse to Pay of your Orator [illegible]

taking upon him the Execution and Burthen of Executor thereunto And that there are large Sums of Money divers Goods wares Merchandizes out Standing debts dues and demands in his hands and within the Jurisdiction deny or Attempt to invalidate the legality and Justness of your Orator's demand it being under hand and Seal of the said Testator Edward Stevenson fully Acknowledged And Confessed by him for a Bona fide or Valuable Consideration from your Orator in hand paid to the Testator in his life time And ought in Justice And Equity to be Discharged being of Special And particular Nature And degree under hand and Seal duly Executed and delivered to your Orator for the full Value as aforesaid and Notwithstanding the Said Francis Jourdan has possessed himself and became entitled as Executor unto all the Said Moneys wares goods Chattles Merchandizes Effects outstandings debts dues and Demands yet he solely and his Confederates do Respectively refuse to Set forth and discover what Such Real Personal Estate And Effects were or the Particulars whereof the same Consisted or the Value thereof and how much hes they have Applied toward paying of the Testator's Debts And to Whom and for what paid or what is become thereof Particularly Whereas your Orator doth Charge the truth to be that the said Testator died possessed of and entitled unto large Sums of Money goods Chattles Merchandizes Effects debts dues And Demands within the Jurisdiction of this Hon'ble Court More then Sufficient to pay And Satisfy your Orator and all other Creditors of Equal Degree

With your Orators Claims were contracted and became due [illegible] Jurisdiction of this Hon^ble Court And that the said Francis Jourdan hath refused himself thereof or some of his Confederates And hath [illegible] [illegible] Without Yielding Any Satisfaction to your Orator for his Just and Legal Demand although things [illegible] of the said Francis Jourdan And the Confederates are contrary to Equity and good Conscience And tend to the Manifest wrong and Injury of your said Orator in tender Consideration whereof [illegible] Matters of this Nature are Properly Cognizable and Relievable [illegible] Contracted in Regard your Orator cannot compel the said Francis or his Confederates to Account for the said Estate Real and Personal Chattles Wares Merchandizes Effects Claims dues and demands of the said Edw^d Stevenson which hath come into their hands and enforce the Payment of your Orators just demand by the said Aid and Assistance of this Hon^ble Court

To the End therefore that the said Francis And his Confederates when discovered May particularly by full true direct and perfect Answer Make upon their several Corporal Oaths According to the best of their Respective knowledge information and belief to all and singular the Matters And Charges aforesaid as fully as if the same were again repeated and they thereunto Interrogated And [illegible]

Esq^r. May set forth And declare According to his best knowledge Remembrance information And belief whether the said Testator Edw^d Stevenson did duly Make And Execute such will as his before set forth And thereby Empower him the said Francis Jourdan to act as Executor with others therein Named who they are And where they Reside Whether he the said Francis Jourdan did not prove the said Will in this Hon^ble Court And then thereby take upon him the burthen of Executor thereunto And that he May set forth And declare whether your Orator have not often in Friendly Manner Requested the Payment of his Bond due from the Testators Estate And whether he as Acting Executor has or has Not Refused to Comply with Such your Orators reasonable demand And for what Reason has he so Refused your Orator Satisfaction in the Premises as the said Francis Jourdan cannot deny Assets having been by him Received out of the Estate Sufficient to discharge the Same or plead that Any one hath a prior or Superior Right Claim or demand on the said Estate of Equal degree contract or Exempting diminishing the Jurisdiction of this Hon^ble Court in India and the said Effects were and ought to be subject and liable to Answer your Orators just demand and what the said Francis Jourdan May be Compelled to set forth And a true full And particular Account of the Real and Personal Estate goods Wares Merchandizes Effects Claims dues and demands of which the said Testator died possessed of or entitled unto and the Particulars whereof the same Consisted the Respective

And [illegible] Made thereof [illegible]

after the said Testator['s] Legacies as aforesaid [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

of this Hon.ble Court to pay your Orator his full and Just

Sum of Two thousand two hundred and fifty Star Pagodas

[illegible]

[illegible]

[illegible]

And such other Relief in the Matter of this Case [illegible]

appear agreeable to Equity and good Conscience [illegible]

May it Please the Hon.ble Court [illegible]

[illegible]

of Fort Saint George Town of Madraspatnam And the Districts thereof personally to be And Appear before this Hon.ble Court at a Certain time And place to be by this Hon.ble Court prefixed And Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to And Abide by Such Order And Decree therein as to this Hon.ble Court Shall Seem Meet

Edward Ellis

Att.y for the Compl.t

Know all Men by these Presents that I Edward Stevenson of Tranquebar am held And firmly bound unto M.r Nathaniel Bacon of Madras of Madras in the Penal Sum of four thousand Star Pagodas the Payment whereof well and And truly to be Made to the said Nathaniel Bacon his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors And Administrators firmly by these Presents In Witness whereof I have hereunto set my hand and Seal in Tranquebar this Sixth day of November in the year one thousand Seven hundred And Seventy Nine.

Whereas the Above bound Edward Stevenson hath borrowed And Received of the Above Named Nathaniel Bacon the full and Just Sum of Two thousand Star Pagodas to bear Interest at the Rate of 12 per Cent per Annum payable in four Months from the Date hereof

Now the Condition of this Obligation is such that if the Above bound Edw.d Stevenson his Heirs Executors Administrators or Assigns

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[illegible]

[illegible]

[illegible]

[illegible]

no Effects [illegible]

Signed Sealed and Delivered
Where no Stampt Papers to be had
in the Presence of
Peter Stevenson
Ch.s Stracey

Edw.d Stevenson

A true Copy
Edw.d Ellis
Atty for Def.t

Francis Jourdan Esq.r Executor to the Estate of Edw.d Stevenson Deceas.d

Dr.

To Nathaniel Bacon

1778			
16 Nov.r	To Amount of Bond	[illegible]	
1779			
12 Dec.r	To Interest on the above Sum to the Day [illegible]	257	11
	Star Pagodas	1257	11

A true Copy
Edw.d Ellis
Atty for Compl.t

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Filed 16th January 1781

The Answer of Francis Jourdan of Fort Saint George on the Coast of Coromandell Esquire One of the Executors Named in the last Will And Testament of Edw.d Stevenson late of Trancabar Merchant Defendant to the Bill of Complaint of Nathaniel Bacon of Madraspatnam Inhabitant Complainant.

This said Defendant now and at all times hereafter saving And reserving to himself all and All Manner Manner of Benefit and Advantage of Exception to the Many Errors Uncertainties And imperfections in the said Bill of Contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material for him to make Answer unto he this Defendant Answereth and saith that he was One of the Executors named in the last Will And Testament of the above Mentioned Edward Stevenson deceased from the said will in the Honble the Mayor Court at Madraspatnam and Obtained a probate thereof by Virtue whereof this Defendant saith that he possessed himself of Sundry Goods Wares and Merchandize said to be belonging to the said Deceased in his life time but whether in Right of himself only or in Partnership with others this Defendant Cannot positively ascertain as it doth Appear that part of Such Effects as were found in the Inventory were the Property of not only the Deceased but also of other persons in Conjunction of

[illegible]

he cannot Without without Manifold injustice to himself And his Affairs Prefer the Demand of the Complainant to that of his own this Defendant further Says that he lies under the indispensable Necessity of Acting with the greatest Caution in such Affairs of the Deceased as were within the Jurisdiction of the Crown of Great Britain there being other Persons Nominated as Executors in the said Will of the said Deceased And there being Sundry Effects and Books of Account at Tranquebar in a foreign Jurisdiction and Sundry Creditors both in Europe and Asia of Various Degrees unsatisfied the Particulars of which Account at Present he known until Answers Are Received from Europe this Defendant further Answereth And Saith that the said Edward Stevenson died at Tranquebar sometime on or About the 7th of March in the year of our Lord One thousand Seven hundred and Eighty And that this Deponent did prove the Will of the Said Edwd. Stevenson the second Day of May 1780 and possessed himself of what Effects where here in Madras that Any was belong to the said Deceased in his life time but the Accounts therefore so blended together by their having Partnership Concerns and Engagements that at this time the exact amount of this Part of the Estate cannot be ascertained but A Copy of the Account of Goods And Effects of the Deceased as Received by the Defendant is annexed hereto not Only for the Inspection of this Honble. Court but Also for the Inspection of the Complainant this Defendant further Answereth and saith that Such Other Accounts as he has in possession of belonging to or Any way Relating to the Estate of the said Deceased Edward

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[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Edw.d Stevenson

Oath [illegible]

[illegible]

[illegible]

[illegible]

[illegible] truly stated.

Fort St. George [illegible] 1788 Francis Jourdan

Sworn before me

Edw.d Saunders
Alderman

Chas. Bromley

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Account of Cash and Goods belonging to the Estate of Edw.d Stevenson Esq.r and others taken the 27th March 1788.

Cash Balan in hands of his Agent on that day		143. 22. 60
Outstanding Debts		
Bill of Exchange for P. C. Pag.s		402. 32. 18
Drawn by Walter Lyster [illegible] Messrs Payable at 10 Days Sight dated the 28th Instant and Endorsed [illegible]		
Mr Ram	for Tar	2
Mr Cathcart	for Cable	239. 30 —
Mr Cathcart	for D.o	422. 21 —
Mr Saunders	for Planks	3[illegible] —
Mr William Young	for Gin	8 —
Mr Roebuck	for D.o	8 —
Vencata Ramyah	for Tar	8 —
Mootyapen	for Gin	8 —
Capt Saunders	for Cable	268. 34. 60
Francis Jourdan Esq.r	for Planks	201. 28 —
Mr Gordon	for Gin	8 —
Goods		
1 Cable of 17 or 16 Inches Sold for		360 —
1 D.o of 14 D.o		
1 D.o of 13 D.o Sold		283. 31. 40
5 D.o of 11 D.o		
2 D.o of 8¼ or 16 Inches		
2 D.o of 7 D.o		
1 Hawser of 7 D.o		
1 Coil of 2 D.o		
14 Bundles of Tar		
380½ Leaguers of Batavia Arrack 38½ delivered to Mr. Maitland the Commander Since Sold Remainder not Sold		
114 Barrels of Tar 64 Sold		

Francis Jourdan   Signed Francis Jourdan
Exec.r

Chas. Bromley

Recd 2d January 1788

The Replication

[illegible]

The said Replicant [illegible] and [illegible] in the said Answer [illegible] Replicant [illegible] and Singular the [illegible] things therein Contained untrue and Insufficient in the Law to be Answered unto And for such like Cause [illegible] And that the said Answer of the said Defendant is very [illegible] and Insufficient in the Law the said Replicant for further [illegible] saith the said Defendant in the said Answer hath [illegible] Stating the Particulars of the Accounts of Edward Stevenson [illegible] which have fallen into his hands as Executor to the Effects of the said Edward Stevenson Deceased and [illegible] well known to have large and Extensive dealings [illegible] the Jurisdiction of this Honble Court and the said [illegible]

Edwd Stevenson in his life time Must have A better knowledge of his the Testator Affairs within the Jurisdiction of this Honble Court than he hath stated as Setforth in his said Answer or the Account thereunto Annexed Particularly this Replicant saith that the said Defendant hasnot Stated or taken Any Notice of his own Accounts on the Ballance in his hands as Agent for the Testator in his life time which this Replicant has reason to think is very Considerable nor has he taken Any Notice of or Stated the Credit due to the Estate from Testators property in and Concerns of the ship Princess Frederica or with the Supercargo thereof J. C. Melzendorf Who is reported to have had large Credits from the Testator and is lately been within the Jurisdiction of this Honble Court Consequently out to have Accounted for and Settled the same with the Defendant as Executor to the Deceased Edward Stevenson and as the Defendant Saies in his Answer that he is under Indispensible Necessity of Acting with the Greatest Caution in the Deceased his Affairs this Replicant doubt not from the known Circumspection Vigilance And Acting by the Defendant but he has taken care to have these Account Adjusted And fully Settled to his Satisfaction on the Advantage of the Creditors to this Estate within the Jurisdiction of of this Honble Court this Replicant humbly begs leave to Submit to this Honble Court whether he as a Specialty Creditor for Valuable Consideration Paid to the Testator in his life time for his Accommodation and now Admitted by the Executor in his Answer Entitled to be paid And Satisfied in his Just Demand out of the Assets or Effects

of the Estate [illegible] the Jurisdiction of this Hon.ble Court and of [illegible]
having a [illegible] of a Deficient Estate in [illegible]
Replicant having no Security [illegible] for the [illegible]
[illegible] from and out of the Estate and Effects of the [illegible]
Jurisdiction of this Hon.ble Court and before the Equitable [illegible]
Hon.ble Court [illegible] the [illegible] of [illegible]
Replicant is humbly of Opinion and trust that the [illegible]
[illegible] to this Hon.ble Court [illegible] Estate [illegible]
[illegible] full and [illegible]
[illegible] by the said Estate [illegible]
Shewn in the Defendants [illegible]
[illegible] in Reference to the [illegible]
Demand of this Replicant [illegible] humbly hopes that the [illegible]
to [illegible] being Justly and legally entitled to [illegible]
[illegible]
[illegible] of the Estate and Effects of the [illegible]
[illegible] the Jurisdiction of this Hon.ble Court [illegible]
Replicant to be the Defendants [illegible]
[illegible]
Defendant in his said Answer [illegible]
the Replicant [illegible]
[illegible]

And Seal of the Deceased in his life time given to the Defendants Att.y in England for the Ballance of an Account Arising upon Respondentia Lent to the Deceased in his life time therwhich Remain unpaid as by his last Advices from Europe Admitting the Assertion to be true which this Replicant can by no Means [illegible] operate Ag.t or invalidate the Just Demand of this Replicant because it Appears by the Defendants own Shewing that this Bonds are a Contingency Arising from Transactions in Europe which doubtless [illegible] Secured by Mortgage of Merchandize or otherwise to the Defendant or he would have fully set forth And Shewn the Same in his Said Answer which Not being done further than upon a bare and Vague Assertion on behalf of the Existance of Such Demand ought not to be Admitted or Deemed to Prejudice this Replicant in his just and legal demand for a Valuable Consideration in his paid to the Testator in his life time to Answer a Pressing Exigencies by this Replicant and were Administred in manner and form as in and by his Bill is set forth by the Defendant as Executor to the Said Edw.d Stevenson this Replicant humbly begs leave to Submit to and lay before this Hon.ble Court that it would be of the utmost Injury to him to be longer deprived of Replicant of his Money now and long Since due from the Said Estate has he this Replicant accommodated and settle most of his other Affairs in India and wish to Return to Europe he humbly Relys upon the Equitable and just decision of this Hon.ble Court who he hopes will be of Opinion that ought not to be longer barred or kept out of his money so justly is due by any vague and uncertain Assertion of the Defendant Relative to the Demands mentioned Ag.t the Estate

or the Account [illegible] from Numbers of Vouchers of the
Cause [illegible] before this Replicant having in her said Bill of
Complaint Set forth her Claims and Demands [illegible] they
to Numbers as Defendant [illegible] the Demands [illegible] said
[illegible] Debts [illegible] of [illegible]
[illegible] of the Defendant [illegible]
[illegible] the said Estate to this Replicant [illegible] of
of this Demand And the Equitable [illegible] Demand
[illegible] hereby hopes that they will be Deemed [illegible]
be Saved by this Decree [illegible]
Vague and [illegible] of the Defendant [illegible]
[illegible] calculated to [illegible] Demand [illegible]
this Replicant from her [illegible] Demand —

All Which matters and things this Replicant
[illegible] to [illegible] Maintain And prove as this
Court shall [illegible] Deemed [illegible] humbly
And by her said Bill of Complaint [illegible] hath already

Edward [illegible]
[illegible] for the Repl.

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d the 19th February 1781

The Rejoinder of Francis Jourdan of Fort Saint George Esquire Defendant to the Replication of Nathaniel Bacon of Madras Inhabitant Complainant.—

The said Defendants now and at all times hereafter
Saving And Reserving unto himself All And All Manner of Benefit
And Advantage of Exception to the Many Errors Untruths Uncertain
Insufficient And Imperfections in the Said Replication Contained
for Rejoinder thereunto Saith that all and Singular the Matter things
in this Defendants Answer to the Replicants Bill of Complaint
Are good Certain And Sufficient in the law to be Repleaded unto in
such Manner And form as the Same Are therein And thereby Set forth
And Alledged And that the said Replication is very uncertain Erroneous
And insufficient in the law the said Defendant for further Rejoinder
Saith that he has given a Particular Account of what Monies
Goods Wares And Merchandize as have Come to his And possession
or knowledge as Executor to the last Will and Testament of said
Stevenson Deceased as far as the Same Extended within the Jurisdiction
of this Honble Court as the Testator did in his life time Reside as
a Merchant within a Foreign Jurisdiction where the greatest part
of the Property And Concerns of the Said Testator was and are which
at Present Are unknown to the Said Defendant there being Commissioners
on the Spot where the Testator Lived who have Acted but in what

[illegible]

in Possession of Positive Proofs to the Money lent the Testator in his life time upon Respondentia and that the Same Remains due And Owing to the Defendant upon Interest & Bond.

All Which Matters And things this Defendant is Ready and willing to aver maintain And prove as this Hon.ble Court Shall direct and Most humbly prays as in and by his said Answer he hath Already Prayed.

Cha.s Bromley
Att.y Defend.t

Mayor's Court at Madraspatnam
Tuesday the 24th Day of April Anno Domini 1741

Present

Benjamin Roebuck Esq.r Mayor
James Call and Edw.d Saunders
Aldermen

Between Nathaniel Bacon of Madraspatnam Inhabitant Compl.t and Francis Lowden of Fort St George Esq.r

This Cause Coming on to be heard and [illegible]
Presence of the Attornies on both sides on Reading the Comp[illegible]
Bill and Copy of Exhibit and the said Answer of the Defend[illegible]
and Exhibit annexed thereto the Replication the Rejoinder
the Pleadings [illegible] thereof by the Attornies on both sides
had therein This Court doth think fit to Order and
and doth Accordingly Order and Decree that the Defend[illegible]
do pay unto the Complainant out of the Estate [illegible]
of Edwd Stevenson Deceased the full and just Sum of
[illegible] hundred and fifty Seven Pagodas [illegible]
[illegible] 2257. [illegible]
[illegible] Shall hereafter Remain [illegible]
[illegible] further Order [illegible] Decree [illegible]
[illegible] of the Estate of the said Edwd [illegible]

Fiat

Read 2d [illegible] 1778

To the Honble the Mayor[illegible]
Court at Madras
Humbly Complaining [illegible]
[illegible]

And George Mowbray of Fort St George Esquires That Whereas the United Company of Merchants of England Trading to the East Indies did Sometime in the Year of Our Lord 1774 Set Out a Ship or Snow called the Eagle Packet whereof was Commander Edward Wilson from England to the East Indies your Orator further Sheweth that the said Edwd Wilson did on board of the said Ship or Snow for his own Account Sundry Goods Wares and Merchandize to a Considerable Amount your Orator further Sheweth that that the Said Ship or Snow did proceed on her Voyage with the Said Edwd Wilson as Commander who being taken ill on his Passage did on or About the 27th Day of July 1774 Depart this life having a Will And therein Appointed your Orator his Sole Executor who has duly Proved the Said Will in the Prerogative Court of Archbishop of Canterbury your Orator further Sheweth that Immediately or Soon After the Decease of the said Edwd Wilson One John Parrott who was then on board of the said Ship or Snow the Eagle Packet And who was Appointed by the said Deceased Edwd Wilson in his life time to be his Attorney Acting the Orders of your Orator as Appears from the words Expressed in a letter Received by your Orator from the Said John Parrott under date from Fort St George the Seventeenth Day of Augt 1774 an Extract of which Said letter Marked A. R. is hereunto Annexed for the Inspection of this Honble Court and which your Orator Prays May be Taken as part of this your Orators Bill of Complaint your Orator further Sheweth that on the Arrival of the Ship or Snow the Eagle Packet at Madras the Goods Wares Merchandize as

[illegible]

to be sold by Cotton & B Dent [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] the said Cotton & B Dent [illegible]

[illegible]

[illegible]

[illegible]

of the late Captain [illegible]

[illegible]

[illegible]

[illegible] 1776 C. B. Dent [illegible]

[illegible] the said C. B. Dent [illegible]

your Orator Sheweth that the said Ship or Snow [illegible]

Packet [illegible] after the Sale of the said [illegible]

Effects [illegible]

the said John [illegible]

[illegible]

[illegible]

said Cotton & B. Dent a part of the said Sales and took a Bond from the said C. B Dent for the Sum of Two thousand Pagodas being date the 17th Day of Augt 1774 which Said Bond was Made Payable to the Said John Parott And his Assigns your Orator further Sheweth that the said Ship or Snow called the Eagle Packet having on Board the said John Parott did soon After take her departure from Madras for the Aforementioned Island of Balambangan and that the Said John Parrott did Carry the Aforementioned Bond of the said Cotton & B Dent along with him but on his Arrival at the Said Island of Balambangan the said John Parrott did leave the Said Bond in the Hands of Captain Duncan Campbell the then Master Attendant there with Particularly Instruction to give Over the Same unto Edwd Coles of the said Island of Balambangan Esquire as Appears by a Copy Marked B. N2 a Certificate under the Hand of the Said Duncan Campbell hereunto Annexed for the Inspection of this Honble Court your Orator further Sheweth that Pursuant to the Instructions of the Said John Parott the said Duncan Campbell did on the Eighteenth Day of January 1775 deliver Over unto the Said Edwd Coles the Bond of the said C B Dent who kept possession of the Same untill the latter End of the Month of February following in the same year About which time your Orator Sheweth the Said Island of Balambangan was Attacked by Enemies and unfortunately Carried by them who possessed themselves of all and every the Goods Wares and Merchandize

not

[illegible] of the said [illegible] [illegible] Effects [illegible] Bonds [illegible] Any Effects [illegible] your Orator [illegible] the said John [illegible] Effects amongst which [illegible] given to the said John Parrott [illegible] the Notes of Copy taken from the Original [illegible] Alteration [illegible] Attorneys the said George [illegible] and George [illegible] to be produced to this Hon'ble Court [illegible] that some time after the [illegible] the said Captain [illegible] John Parrott departed this life [illegible] your Orator [illegible] your Orator further [illegible] of the said John Parrotts letter of the [illegible] 1774 [illegible] the said Edw [illegible] for the [illegible] of the said Edw Wilson and [illegible] your [illegible] the said George [illegible]

Jointly And Separately his Attorneys in India who have frequently And in amicable manner Demanded the Payment of the Said Sum of Five thousand Pagodas with the Interest from the Said Cotton B. Dent Pursuant to the Tenor of Bond so given And Entered into with the Said John Parrott in his lifetime

But now so it is and may it Please this Hon'ble Court the Said C: B: Dent Obstinately And wilfully Refuses to Pay the Same or to give your Orator Any Manner of Satisfaction touching the Premises Pretending that he is Not indebted to your Orator as Executor to the said Edw Wilson but Only indebted to the Said John Parrott or his Assigns According to the Words of his Bond or Obligation so by him entered into with your Orator Charges is unjust for your Orator Expressly Charges that the Said Bond or Obligation was given by the Said C B Dent to the said John Parrott who Acted under your Orator as Executor After the Decease of the Said Edw Wilson as Appears from his the Said John Parrotts own words expressed in his said Letter to your Orator under Date the 17th Day of Augt in the year One thousand Seven hundred And Seventy Four as a Security for the Payment of Such of his Neat Amount of the said Captn Edw Wilsons Effects for your Orator Charges that the said C B Dent did not pay the whole Amount Sales of the said Deceaseds Effects in Cash but Only paid for Cash a part and the Remainder he gave a Bond the Bond now in Question to the said John Parrott who was then as he the said John Parrott Confesses Acting for the good of the Estate and that the leaving so much money behind

him

[illegible] Remainder [illegible] Board [illegible] Eight the Settlement of the Settlement [illegible] to [illegible] of [illegible] your Orator [illegible] the Bond Although given to the said [illegible] Remained the Property of your Orator as Executor money from the sale of the Effects of the said Deceased And furnished the said Cotton B. Dent that [illegible] further Charges that it appears from the said [illegible] Parrott under date the 17th Day of Aug^t 1776 [illegible] that the Bond of the said Cotton B. Dent for [illegible] Amount of the said Estate [illegible] After [illegible] Appointment to [illegible] your Orator After the Deceased Edw^d Wilson he says he took Charge of the Deceased [illegible] Sold the same at [illegible] and that the whole [illegible] four hundred and Eighteen Pagodas being the [illegible] and that he should have [illegible] whole Amount [illegible] [illegible] the Principal part of the [illegible] of Money [illegible] to Madras and then he intended to remit the [illegible] Orator [illegible] Demands [illegible] Method and therefore [illegible]

Approbation your Orator in the Disposal of the Effects of the Deceased And the lending out of the Selling of the Accounts that he was Acting for the Interest And benefit of the Estate of the Deceased Edw^d Wilson your further Charges that he the Said John Parrott did Not Consider himself as the Principal in his Business for Although the Bond was Made Payable to him yet your Orator Charges that the same so made was only for the Better facilitating the Payment on his the said John Parrotts return to Madras in Order that he Might without Any impediment Carry to England or Remit the Amount Sales of the Said Estate to your Orator Charges that had Such Bond been given as the Property of the said Deceaseds Estate the Said Cotton B. Dent Might have as Justly Evaded the Payment by Pretending the Said John Parrott had no Authority or Power to Receive from him the Amount of Such Bond therefore your Orator Charges that for this Reason the said Bond was given so made Payable in the Name of the said John Parrott but which your Orator expressly Charges was for the Account of your Orator as Executor of the said Deceased Edw^d Wilson and which the Said John Parrott has Expressly Declared in his said Letter of the said 17th Day of Aug^t 1776 your Orator further Sheweth that the said Cotton B. Dent at other times Pretends that Should it hereafter Appear that your Orator as Executor Aforementioned is entitled the said Bond Yet that the Said Cotton B. Dent cannot Safely with his own Interest pay or discharge the Same because Such Bond or Obligation of his Said to be Lost May hereafter be brought Ag^t him and his Estate which Suggestion of

the

said Cotton B Dent your Orator Charges according to [illegible]

Covenant herein your Orator Charges that the [illegible]

[illegible] your Orator [illegible]

the Principal And Interest of the said Bond [illegible]

Aforesaid Such [illegible] said [illegible]

Cotton B Dent from any Damage [illegible]

Dent said Effects [illegible] of Reason of [illegible]

Unlawfully And Equitable [illegible]

Aforesaid To the End therefore that the said Cotton [illegible]

upon his Corporal Oath [illegible]

Singular the Matters And things herein before Set

And Particularly that he may Set forth and Discover

to the Best [illegible] and belief that the said Edwd Wilson

if he has Not heard And believe that the Effects [illegible]

of the said Eight [illegible] came into the Hands

of the said John Parrott [illegible]

[illegible] the said John Parrott [illegible]

said Cotton B Dent [illegible]

[illegible] the Effects of the said Edwd Wilson [illegible]

said Cotton B Dent [illegible] the said Effects

[illegible]

Property of the late said Edwd Wilson [illegible]

John [illegible]

As Also the Wearing Apparell Furniture And Other Effects of the said Deceased Edwd Wilson did Net Amount of Gross Sum of 3536 Pagodas 15 fanams And 25 Cash or the Net Sum of 2180 Pagl 23 fanams four Cash And Whether he the said Cotton B Dent did not deliver to the said John Parrott An Account Sales thereof with a Certificate thereto Subjoined Purporting to be an Authenticity of the Sales of Sundry Goods &a as the Property of the said Edwd Wilson or that the Name Cotton B Dent thereto Set And Subscribed is of his the said Cotton B Dent own hand Writing And that he the said C B Dent may Set forth And discover if he did or did he not pay in Ready Cash the whole Neat Amount of the said Account Sales to the said John Parrott and if he Did not pay the whole Amount in Ready Cash then how much he did pay to the said John Parrott in Ready Cash And for the Remainder if he did or did not give the Bond in Question And whether he did or did not at the time of such is given the said Bond to the said John Parrott Consider that such his Entering into And given the said Bond was for the Amount of the said Surplus or due And owing for and on Account of Sales made of the said Edwd Wilsons Effects And whether there were Any And what Accounts drawn out by and between him the said Cotton B Dent and the said John Parrott if any there were that he the said Cotton B Dent may Set forth And Discover the same for the Satisfaction of your Orator as Executor Afore Named and further that the said Cotton B Dent may Set forth And Discover if he had Any

and

[illegible] Commissioners and the [illegible] Wilson [illegible] his Commission [illegible] that the Bond [illegible] and John [illegible] from the [illegible] of the said [illegible] Wilson [illegible] with the said John [illegible] Letters [illegible] Bond [illegible] of the said [illegible] Effects [illegible] of the said John [illegible] the Property [illegible] and Capt Wilson [illegible] that the said Bond [illegible] by your Orator [illegible] that the said Letters [illegible] Bond [illegible] the Sum of 3000 Pagodas [illegible] your Orator [illegible] Letters [illegible] Honble Court shall [illegible]

[illegible] Mayor's Court [illegible] the said Letters [illegible] by the Sheriff of Fort St George [illegible]

before this Honble Court at a Certain time And Place to be by this Honble Court prefixed and Appointed then And there to Answer this your Orator's Bill of Complaint And further to Stand to And Abide by Such Order And Decree therein as to this Honble Court Shall Seem Meet

Chas Bromley
Atty Compl

A.

Extract of a Letter from Parrott to Ynyr Burges Dated Fort Saint George 17 Augt 1774.

To Ynyr Burges Esqr

Worthy Sir

We Sailed from St Hellena 5 May from Which Port Informed Mr Evans of My Apprehensions with Respect to the Estate of Captain Wilson's Health he came on board extremely Ill of a Complication of Disorders Viz Rheumatism Gout Dropsy &c he Rather Mended till we got off the Cape when he Relapsed And took to his Bed Continued off and on in that Situation till we made Joanna when he grew worse I had him Shewn to Capt [illegible] unfortunate man there were thought him dead several times was taken with very severe fits in One of which he bit off half of his Tongue Detained the Ship 5 Days in hope of the Meeting [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] Day of the Island of [illegible]

[illegible]

[illegible]

[illegible]

he Bought [illegible]

took Charge of the Effects [illegible]

[illegible]

[illegible] Gentlemen in the [illegible]

[illegible] the Effects [illegible]

[illegible] by the Effects of [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Damage And Short Weight owing to a long Paſsage &ca. I should have been glad to have Remitted home the whole or Any Part of the Money Could I have done it without much loſs but that I found impoſsible I have therefore lent out the Principal part of it at 9 ℘ Cent to Gentlemen of this Settlement of whom I have the Strongest Reason from different Gentlemens Advise to think I am safe in and as we are to come back to this Settlement I mean to procure Diamonds or get some Sure Method of Remitting it to Advantage Should I be Disappointed in that I will at all Events bring it with Me I have Not been Able to Send you the Account of Sales they being very dilatory here have Received the Money only this Evening Sail to Night and have Not time to get Copy of it done I will take the earliest opportunity of doing it will Meet with Approbation.

Attested to be the Above Extract by Me

Chas. Bromley

Atty Compa

B

This are to Certify to all whom these Presents may concern that I Captain Duncan Campbell late Master Attendant on the Island of Balambangan do hereby Acknowledge And Declare to have Received in Charge from Mr John Parrott [illegible] his Attorney Mr Edwd Coles on the 18th Day of January 1775 One Bond Dated Fort Saint George Augt 17 1774 made Payable from Cotton B. Dent his Heirs Executors Administrators And Aſsignments to John Parrott his Heirs Executors Administrators or Aſsigns

Assignee for the Sum of [illegible] Signed at the Sale of [illegible]
which Said Bond I do hereby Declare And Acknowledge [illegible]
on the said 11th Day of January [illegible] to be [illegible]
Mr John [illegible] In Witness whereof I do hereunto [illegible]
and Seal this 31 Day of March 1775 at [illegible]
of the Reign of our Sovereign Lord George the third of Great
France and Ireland King Defender of the Faith &c

Signed Sealed & Delivered   Dun Campbell
Where no Stampt Paper is to be had — in the Presence of
John Ifse
Richard Holmes

These are to Certify that [illegible]
Enemy that Edwd Coles [illegible] London [illegible]
[illegible] and Attorney to Mr John [illegible] of the Ship [illegible]
Acknowledge And Declare to have [illegible]
John [illegible] by hands of Captain Dun Campbell [illegible]
January 1775 One Bond [illegible]
[illegible] from [illegible]
Assigned [illegible]
[illegible]

Ransom And which Said Bond I do hereby Declare And Acknowledge to have had in my Possession till the 26 Day of February 1775 when unfortunately the Island was taken by Surprize by the Sooloans in which Case the said Bond with all the my other Papers are fallen into the Hands of the said Enemy In Witness whereof I have hereunto Set my Hand And Seal this 31 Day of March 1775 at Borneo Proper in the Fifteenth year of Our Sovereign Lord George the third of Great Britain France And Ireland King defender of the ffaith &c

Signed Sealed and Delivered where no Stampt Paper is to be had in the presence of
John Ifse
Richard Holmes

Edward Coles (Seal)

Registered in the Secretarys Office
at Fort Marlbro' Pres.y
By Order William Marsden
Secr.

The aforegoing are just and true Copys of two Original Certificates the One under the Hand And Seal of Dun Campbell the Other under the Hand and Seal of Edwd Coles having date respectively the 31 Day of March 1775 to me Notary Produced fair and uncancelled by [illegible] Burgess of the East India House London Esquire Which After due Examination I Attest Witness my Notarial firm and Seal in London the 18th Day of March in the year of Our Lord 1776

(L.S.)

Wille Tudman
Not. Pub. 1776

We Underwritten [illegible]

[illegible] Signed And Possd the [illegible]

as a Notary And Tabellion Publick dwelling and [illegible]

London [illegible]

[illegible] Signed And Possd [illegible]

is And Ought to be given in Judgment Court And [illegible]

our Hands in London Aforesaid the 11 Day of [illegible]

John. [illegible]

[illegible]

Attested to be a true Copy by Me

Chas. Bromly

[illegible] Compts

Filed the 24 Feby 1777
Sworn to in Court
25th Feby 1777 }

The Answer of [illegible]

[illegible] Lord George [illegible] Defendant to the Bill of

[illegible] Defendant [illegible]

[illegible] Burgess of the East India [illegible]

Street London Esq by his Attorney [illegible]

George [illegible]

Complainant

Saving And Reserving unto himself All and All Manner of Benefit And
Advantage of Exception to the Many Untruths Errors Uncertainties Insufficiencies
and Imperfections in the Said Bill of Complaint for Answer thereunto or
unto so much thereof as he is Advised doth Materially Concern him to Make
Answer unto he this Defendant Answereth and Saith that The Scope
and End of the Complainants Said Bill of Complaint is to be Recover
a Sum of Money from this Defendant for which he this Defendant gave
a Bond to John Parrott Deceased in the Said Bill Named and as the Compll
Says to his the Said John Parrotts Assigns (tho' by the Exhibits Annexed
to the said Bill it Appears the said Bond was given to the Said John Parrott
his Heirs Executors Administrators And Assigns which this Defendant
Verily believes was the Case tho' he hath Not got a Copy of the Said
Bond) but the Said Bond was Not so given as on Account of Edwd
Wilson in the Said Bill Also Named to whom the said Compll
Says he is Executor But as on his the said John Parrotts own
Account And yet the said Complainant doth not Alledge in and
by his said Bill that he is either Executor or Administrator of
the Said John Parrott on the Contrary he the said Complainant
says the Said John Parrott Departed this Life But whether with
or without a Will he cannot set forth And so much of the said
Bill whereby the said Complainant Claims the Sum Sued for
Under the Pretence of the Same belonging to the Estate of the
Said Edwd Wilson this Defendant Saith that he Conceives

the

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[illegible] Claim [illegible] founded [illegible] Bill of [illegible] the Defendant [illegible] to the said John Perrott as Purser to the Defendant to have given him this Defendant a Receipt for the Amount Effects Mentioned in the said Bill of Complaint of which is a true Copy &c &c.

Received the 17th of Augt 1776 of the Sum of Eight thousand Six hundred and Eight [illegible] three fanams and Twenty five Cash for Effects belonging to Captain Wilson of Eagle Packett Decd 1st Augt 1776

John
Comdr
of Eagle

Pagodas: 8608.23.25

As by the Original Receipt thereon the Custody of the [illegible] Ready to be produced [illegible] Wherefore this [illegible] the said Complainant hath Not as this Defendant [illegible] Intitled himself to the Money founded [illegible] his said Bill of Complaint as the Same Demand [illegible] Pay the Money to the said Complainant [illegible] [illegible] sufficiently [illegible] this Defendant [illegible] Discharge him this Defendant [illegible]

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Doth Plead the said Matter in Bar to the said Action And the Complts said Claim in And by his said Bill of Complaint this Defendant doth Never the less for the Satisfaction of this Honble Court Now Produced more Particularly to Answer the Several Matters And things Setforth in the said Bill of Complaint And in Answer thereunto Saith that he Admits that the Eagle Packet Edwd Wilson Commander did Sail for England for the East Indies Some time in the Year 1776 with Sundry Goods Wares And Merchandize on board belonging to the said Edwd Wilson Might for Any thing this Defendant knows to the Contrary have a Will And therein Appoint the said Complainant his Sole Executor And the Said Complt May Also for Any thing this Defendant knows have produced the said Will in the Prerogative Court of the Archbishop of Canterbury But this Defendant Saith Neither the Said Complainant or his said Attorney have Shewn any Probate thereof to him this Defendant further saith that the said John Perrott Might for Any thing he this Defendant knows be Appointed the Said Edwd Wilson's Attorney in his lifetime Acting under the said Complainant But he Stiled himself Executor of the Said Edwd Wilson As Appears by his Signature to the said Receipt this Defendant further Answering Saith that he has heard And believes the Effects of the Said Edwd Wilson on Board the said Eagle Packett did fall into the Hands of the Said John Perrott And saith that Some Days After Arrival of the said Eagle Packett at Madras the said John Perrott who was Purser of the said Vessel Applied to this Said Defendant as [illegible] Regr and Vendue

Master

Rates And Demands on the Defendant to [illegible]
Credits And Effects which the Defendant [illegible]
did belong to the Estate of the said Edw^d Wilson [illegible]
them to several People [illegible] the Madeira [illegible]
Articles of all kinds [illegible]
This Defendant further Saith that the Said Effects
being Accordingly And they were so sold as the Deft
Wilson the Gross Amount of the said Sales being [illegible]
Hundred and thirty Seven Pagodas fifteen fanams [illegible]
And the Nett Amount of the said Sales [illegible] Pagodas
fanams & Cash that the said John Parrott [illegible]
to this Defendant for the Account Sales of the said [illegible]
Edward Wilson's [illegible] hereto Subjoined [illegible]
Containing under his this Defendant's Hand [illegible]
Sales of Edward Wilson's Effects to the Deposit [illegible]
Bill of Compl^t & this Defendant further Saith [illegible]
made the Said John Parrott Requested him this Deft
to [illegible] between for the Estate of Edward Wilson [illegible]
Madeira Wine Might be a good Article to Carry [illegible]
Defendant would [illegible] then have Ten Pipes of [illegible]
[illegible] Account with him to which this Defendant
that the Madeira Wine being [illegible]
which [illegible]

---

been Sold by Private Contract and that time Messieurs Majendie And Bromly
were become the Proprietors of that Article the Said John Parrott then desired this
Defendant to Apply to these Gentlemen for the Said 10 Pipes of Madeira
Wine And to Account with them for the Same And he the Said John Parrott
would Account with this Defendant for it with this Defendant Agreed to And
Accordingly to send M^r Charles Bromly for 10 Pipes of Madeira Wine
the Price of which was 85 Pagodas a Pipe that the Said M^r Bromly desired
this Defendant to take the Said Pipes Away from the Seagate where they then
lay And this Defendant Requested the Payment the Said John Parrott so
to do which he Accordingly did and in a Short time Afterwards the said
M^r Bromly Sent him this Defendant a Bill for the Said 10 Pipes of Wine
Amounting to Eight Hundred And fifty Pagodas which this Defendant
Paid this Deponent further Saith that as the Said John Parrott was
going Away in a Day or two Afterwards the Requested him this Deft
to Pay the Amount of the Said Edw^d Wilson's Outcry Deducting the
Amount of the Said Madeira Wine whereupon this Defendant told
him he made the Said Demand at a very Unseasonable time for this
Defendant As Money was Very Scarce And this Defendant had Many
Accounts to Settle at that time with the Captain Kent of the Mores And
others whereupon the Said John Parrott Told him this Defendant
that as he had Sold all his investment which Amounted to About
One thousand and four hundred to two thousand Pounds that
he should have a great deal More Money then he otherwise wanted
or knew what to do with that he should leave the greatest
part

said Sum being Deducted from the Said Amount of the
the Balance of Cash was 7258 Pagodas 23 fanams And 35 Cash
of Which this Defendant Paid the Said John Parrett [illegible]
23 fanams And twenty five Cash And the Said John Parrett
Defendant give him a Bond for the remaining five thousand
the Receipt Book Kept by this Defendant was [illegible]
Parrett to Sign And he gave this Defendant the Receipt of
this Defendant further Saith that when the Said John
Parrett had given him this Defendant A Receipt in full
for what this Defendant had paid him And taking the
then this Defendant was Induced to ask him in wh
the Said Bond for the Said five thousand Pagodas
ought to be in the Name of the Said Estate of the
or to be the Said John Parretts Own Name [illegible]
Parrett Replyed in my Name By Which it Appeared to
that the Said John Parrett had [illegible] upon him
to himself all the Estate or [illegible] Concerned therein
Particularly for the Said John Parrett [illegible]
[illegible] of Attorney [illegible] and [illegible]
Lodged in Madras for 50 ℔ Cent on the Same
thousand Two hundred Pounds this Defend

His own Account of the Said Estate otherwise why did he Purchase Wine
from this Defendant A Receipt in full on Account of the Said Edwd Wilson Estate
And take a Bond in his Own Name which this Defendant Conceives
Clearly Shews that the Said John Parrett Discharged him this Deft
from all Claims on Account of the Said Estate of the Said Edwd Wilson
this Defendant further Saith that it was further agreed between
the Said John Parrett And him this Defendant that he this Deft
Should give the Said John Parrett a Bond for the Said 5000 Pagodas
at the Interest of Nine ℔ Cent ℔ Annum Payable on Demand But that
the Amount of the Said Bond should Not be Demanded of this Deft
till his the Said John Parretts Return to Madras or upon the Disease
of him the said John Parrett to Madras or upon this Defendant And
Matters being thus Settled And Agreed on this Defendant did Accordingly
give the Said John Parrett a Bond for the Said Sum of five thousand
Pagodas bearing Date the 17th Day of Augt 1774 a Copy of which said
Bond this Defendant as hath informed this Said John Parrett
left with Mr David Macpherson who is Since dead who he the
said John Parrett Appointed his Attorney with Orders not to
Demand the Amount the Said Bond but in Case of the Death
either him the Said John Parrett or of this Defendant this Deft
further Saith that Matters being thus Adjusted the Said John
Parrett took his Departure from Madras for Balambangan
Since which this Defendant has made frequent Inquiries
about

that he ... [illegible] ... the said Defendant [illegible] Land of this Defendant for the ... [illegible] ... John Parrott being ... said Bond ... [illegible] ... being Afforded ... May ... [illegible] ... to the Contrary ... the said Defendant ... this Defendant Admits that the said George ... [illegible] ... Attorney to the Complainant ... of the Amount of the said Bond And this Defendant ... that the said John Parrott ... [illegible] ... said George ... [illegible] ... for the Payment of the said Bond ... [illegible] ... to be the said John Parrott's Executor ... [illegible] ... the ... of the said John Parrott ... [illegible] ... Discharge ... on Account of the Estate of the ... the said Bond ... the said John Parrott ... [illegible] ... Executors ... this Defendant ... to John Parrott's Estate for the Amount of the said Bond the said George ... [illegible] ... May be the Case ... [illegible] ... to the Contrary ... [illegible]

Defendant he this Defendant thought he Could Not with Safety to himself Act in Any Other Manner than as before Mentioned for All the the said Complainant Pretends that he as Executor as afore Mentioned is And Always was Ready And Willing to give upon Payment of the Principal and Interest of the said Bond to him as Executor as aforesaid is and always was Ready Indemnification as would at Any time cover this Defendant from Any Damage or loss that he this Defendant could possible Sustain by reason of Such Payment which he the said Complainant Says is as legally And Equitable Required by him Yet it is Absolutely that Notwithstanding the said Complainant May be Authorized to give this indemnification on Account of the Estate of the said Edwd. Wilson Yet it Appears very Clear to this Defendant that he the said Complainant has No Authority to give this Defendant an Indemnification on Account of the Estate of the said John Parrott And that No Indemnification whatever which he the said Complainant Can give this Defendant can by Any Means prevent this Defendant to being Called on and Prosecuted for the Proceeds for the Amount of the said Bond by the Executor or Administrator of the said John Parrott Any Indemnification which the said Complainant Might give this Defendant would therefore be invalid And which will As this Defendant Conceives be Sufficient to Demonstrate the Impropriety And Illegality of said Complainant's Assertions And Charges in his said Bill of Complaint wherein he Opposes with the Says was must to him

in

an Obligation [illegible] from the said [illegible]
Stand this Defendant [illegible]
his Executors [illegible]
[illegible] Complainant [illegible]
said Estate of the said Edwd Wilson [illegible]
Answerable to the Estate or Executors of the said [illegible]
the Tenor of the said Bond And after [illegible]
Estate of the said Edwd Wilson [illegible] Mentioned
[illegible] this Defendant [illegible] Clearly [illegible]
Defendants [illegible]

This Defendant having [illegible]
of this Honble Court [illegible] Answerable [illegible]
said Bill of Complaint [illegible]
And [illegible] Defendant [illegible]
[illegible] Appear [illegible]
[illegible] Answer [illegible]
had not given him this Defendant [illegible]
of the said Edwd Wilson Estate he Might [illegible]
[illegible]
the Amount of the said [illegible]
Wilson Effects [illegible] the said John Parrott [illegible]
Discharged the D[illegible]

taken a Bond in his Own Name he this Defendant Defendant Considered himself as entirely Released from Any Demand on Account of the Estate of the said Edwd Wilson And this Defendant doth in his Conscience believe that the sd John Parrott looks upon himself to be and Meant to be Answerable for the same to the Estate of the said Edwd Wilson And that he the said John Parrott held this Defendant Answerable to himself his heirs Executors Administrators And Assigns Only According to the Tenor of the said Bond this Defendant further Saith that he had No Transaction or Business with the said John Parrott Save And Except what he has herein before Set forth this Defendant further Saith that the said John Parrott did not at Any time tell him this Defendant that this Bond was for and on Account of the said Ballance of the said Edwd Effects Nor the said John Parrott tell this Defendant that Such Bond was the Property of or belonging to the Estate of the said Wilson On the Contrary it Appeared to this Defendant that the said Parrott Considered the Matter of the said Bond in a different Manner for the Reasons beforementioned In Answer to the Prayer of the said Complt for this Defendant to be Decreed to pay unto him the said Complt or his Attys the said Sum of 5000 Pagodas with the Interest as Agreed upon And Decreed on the Aforementioned Bond or Obligation upon him the said Complainant giving Such Indemnification to this Deft as the Nature of the Case Requires or as this Honble Court shall Direct and to Pay all Costs of this Suit this Defendant Saith he

[illegible] before the [illegible] Deft [illegible]
for the [illegible] Defendant [illegible]
[illegible] the Deft
the [illegible]
[illegible] willing to pay the [illegible]
[illegible] Defendant
any Demand [illegible]
Appeared to this Defendant that the said Complt
[illegible] Deft
[illegible] this Defendant [illegible]
said Bond [illegible] the said Complainant [illegible]
[illegible]

All which Matters and things
is ready and willing to aver Maintain and prove
Court shall direct And humbly Prays to be hence
With his reasonable Costs and Charges in this behalf
wrongfully Sustained, C B Dent

John Syke
Atty for the Deft

Filed the 1st May 1778

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The Replication of Ynyr
Burges of the East India House Leadenhall
Street London Esquire Executor to the Last will
and Testament of Edward Wilson Deceased
late Commander of the Eagle Packet by his
Attorneys George Mackay And George
Mowbray of Fort Saint George Esquires
to the Plea & Answer of Cotton Bowerbank
Dent of Fort Saint Merchant late Sea Gate
Register And Vendue Master.

The said Replication now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many untruths Errors Incertainties Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto saith that his Bill of Complaint Exhibited in this Honble. Court Against the said Defendant And all and Singular the Matters and things therein Contained are good true certain and sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby set forth and Alledged and that the Answer of the said Defendant is very untrue Evasive and insufficient in the Law the said Replicant further say so much in Reply to that Part of the Pleadings [illegible] the Defendant Says that the Bond in Question was not given as our Account of Edward Wilson to whom the said Replicant is Executor that the same was given as own his the said John Parrotts own Account the said Replicant says that by the Exhibit Marked A Annexed to the Replicants Bill of Complaint it

[illegible]

of the Estate of the said [illegible]

[illegible] 3000 [illegible]

[illegible] 2000 [illegible]

[illegible] Replicant further says that [illegible]

the Amount to any other Person whatever than to said Replicant as Executor aforementioned the said Replicant further says that he Admits he is Neither Executor or Administrator to the said John Parott nor his there Any necessity of his being so to Recover the Amount of the Bond in Question because the said John Parrott and in his life time Acknowledged that he had no property in the said Bond but that such Bond though in his the said John Parotts Name was the sole Property of the said Edwd Wilson And his Representatives thereby putting it out of the Power of the Executor or Administrators of the said John Parrott to Recover the Amount of the said Bond having by Such Aforementioned Entry in the Bond of the said Edwd clearly ascertained whose Right such Bond was and Passing away all and every the Pretended right that the said John Parott his Executors and Administrators Might at Any time Make or Set up. Such Entry [illegible] in otherwards amounts to A legal Assignment and Any Payment that that the said Defendant Might Make to any Executor or Administrator of the said John Parott After the said Defendant had Received a formal notice of Such Entry Made would be a Payment made in wrong of him the said Defendant and both Law & Equity would in this Especial instance Deem Such Payment as not Sufficient to Discharge the Defendant from his Obligation the said Replicant from his Obligation the said Replicant further says that Admiting the Defendant gave his Bond Payable to the said John Parott his heirs Executors Administrators yet [illegible] the Circumstances of the Case it will Appear that the said John Parott had

[illegible] in the Estate of [illegible] for the Estate [illegible]
[illegible] the Bond [illegible]
of [illegible] the Defendant [illegible] sufficiently [illegible]
the said John Parrot [illegible]
[illegible]
[illegible] the Replicant [illegible]
the Defendant [illegible] appear [illegible]
[illegible] the said John [illegible]
of the said Edwd Wilson and [illegible]
the Amount of the the Defendants Bond [illegible]
Parrot [illegible]
[illegible] will appear by comparing the [illegible] of the Entry
John Parrot in the Book of the said Wilson and the Defendant
that they bear equal Date and the said John Parrot
Bond [illegible] Pagodas [illegible] of the Estate of the said
which he [illegible] to the said Defendant
to the said John Parrot [illegible] Not [illegible] the Defendant
[illegible] the Replicant
entitled to [illegible] from the Defendant the Amount of
Payable to the said John Parrot [illegible] from which [illegible]
the Defendant [illegible] Authorized [illegible] said Bond to
of the said Bond to the said Replicant as Executor of

said Bond is in the Replicant as Executor of the said Edward Wilson and that every thing the Defendant can alledge to the Contrary is of no Manner of force More particularly so from the Obligee declaring to whom the Property belonged thereby assigning and alienating all his Right and interest if any which is not nor ever was allowed either by the said John Parrot or him the said Replicant further says that he as Executor of the said Edwd Wilson is sufficiently authorized to discharge the said Defendant from Any future that he Pretends may be Made on him for acct. of the said Bond from or by the Representatives of the said Parrot particularly so by the said Parrot having barred his said Representatives from claiming Any Interest in the said Bond or Right to the Amount by the Entry made in the Book of the said Edwd Wilson as aforementioned so that the Plea in Barr made by the said Defendant is sufficiently refused and can have no Effect wherefore the said Replicant prays that the same may be over Ruled and the Defendant be obliged to Pay to the said Replicant the Amount of the said Sum of Two Thousand Pagodas as also the Interest thereon.

The said Replicant further Says to so much of the Answer which immediately follows the said Plea in Barr that he did prove the will of the said Edwd Wilson in the Prerogative Court of the Archbishop of Canterbury A true Copy whereof is hereunto Annexed And the Original in the Possession of the said Replicant and Attested Copy thereof properly authenticated in in the Possession of the said Replicants Attorney George [illegible] mentioned in the title of the said Replication and which said Attested Copy is and as always been ready to be Produced to the Defendant when Required so that this Plea of the Defendant not owning the Probate or a Copy thereof is an Error [illegible] of the Defendant [illegible] thereof the said Replicant further says [illegible] Defendant [illegible] that the said [illegible] Replicant [illegible] Defendant the Amount of the debts of the said Wilson Effects [illegible] Defendant found himself at the time [illegible] Pagodas [illegible] the Defendant [illegible] Defendant [illegible] the said Sum [illegible] two thousand Pagodas on Bond which the Defendant [illegible] and gave the Bond in Question [illegible] the Replicant says [illegible] Acknowledges that for Part of the said Amount Debts of the said [illegible] he gave the said Bond thereby Acknowledging that the [illegible] was on Account of the Effects of the said Deceased and that [illegible] by him [illegible] the Property of the Estate of the said Edwd Wilson [illegible] Replicant further says that [illegible] the said Defendant [illegible] that the said Bond was given [illegible] and Merchandize or other Effects belonging to the [illegible] to be property of the said Edwd Wilson [illegible] of the said Defendant [illegible] of the Amount Debts [illegible] Hands of the said Defendant [illegible] said John Parrot [illegible] it appears [illegible] deceased [illegible] to Remit the Amount of the said Wilson [illegible] Replicant as Executor to the said Will of the said Wilson [illegible] the property [illegible] Wilson [illegible]

further says that the Strong and positive Proof that the said John Parrot did Not look upon or Regard the said Bond as Any Part of his Property is the Entry made by him in the Books of the said Edwd Wilson under the same day and Date as the Day of the Transaction between the said Defendant and the Said John Parrot the said Replicant further Says that the Defendant could Not be Justified in the Payment of the Bond after the Date of the Said Parrot to any other Person than to the said Replicant because it Appears throughout the whole of this Negociation to be solely for and on Account of the Estate of the said Deceased Wilson nor could Any Executor or administrator demanded Payment from the said Defendant After the Entry so made by the said John Parrot as he had thereby deprived his Executors & Administrators from all Right and Benefit to And in the Said Bond the Said Replicant further Says that the Said John Parrot Might Desire the Bond Should be Made out in his own Name but this Desire the said Replicant Says Arose from the Motive of facilitating the Remittance on his Return to Madras as he engaged to do so in his Letter to the said Replicant hereto Annexed the Intention And Meaning of the said John Parrot the Replicant Says the Defendant has Totally Mistaken And Evidently appears so far from the word of the Said John Parrot Letter to the said Replicant it Appears that he left the said Two thousand Pagodas in the Defendants Hands as meant for the Benefit of the Estate of the said Edwd Wilson And that the Sum Might be in Readiness for him to Remit to Europe to the Said Replicant but it does Not in any Part of the Said John Parrot Letter Appear that he himself Meant to Benefit from the said Bond And to Account with the Estate of the said Deceased but on the

Contrary the said Parrot [illegible] belonging to the Estate

Wilson and [illegible] in the Hands of the said Defendant for

such Estate the said Replicant [illegible]

Expressly that [illegible] the said John Parrot [illegible] the Money

[illegible] out of the Estate of the said Edwd Wilson [illegible] the said Defendant

of the 17th Augt 1776 to the said Replicant and the [illegible]

[illegible] the said Replicant

[illegible] the Amount of the [illegible]

[illegible] the Bond [illegible]

said Bond [illegible] upon the [illegible]

Defendant [illegible] any Ways [illegible]

Correspondence between the said John Parrot [illegible]

Replicant [illegible] the said Replicant

[illegible] the said John Parrot [illegible] the Defendant

[illegible] of the said Bond [illegible] the Defendant [illegible]

[illegible] the Defendant [illegible]

[illegible]

[illegible]

from the Defendant [illegible]

Bond [illegible] the Bond in Question the said Replicant

[illegible] the Bond [illegible]

[illegible] the Defendant [illegible]

he the Replicant is Ready and Willing to Indemnifye and Save in such Manner as the Honble Court shall see fitting and proper the said Defendant from Any Demands that Shall or may be at all by Person or Persons under pretences whatsoever for or by Reason and on Account of the said Bond so made And given by the Defendant for and on Account of Part of the Effects of the said deceased Wilson to the said John Parrot in his life time And by him particularly Mentioned as Received for and Carried to the Account of the said Estate of the said Edwd Wilson who as made the said Defendant debtor to the said Estate for the same The said Replicant further says that the said John Parrot has but it out of the Power of his Executor or Administrators to look upon the said Defendant as Responsibly to them for the Amount of the said Bond upon his or their seeing the said Entries so in the Books by the said Parrot in his life time made he having thereby Barred them of all Right thereto the said Replicant further Says that he as Executor of the said Wilson can at all times Save harmless the said Defendant from Any Demands from that may be Made on him for or by Reason of the said Bond in question And further the said Replicant say that it was on the Power of the said Parrot from what he Might want to the Replicant to make the Defendant Responsible to the Estate of the Said Wilson for the Amount of the said with the same purpose as to Procure the Defendant to make the Sales of the said Wilson's Effects at the Seagate of Fort Saint George

All which Matters and things the Replicant is Ready And willing to aver maintain and prove as this Honble Court shall direct and Most humbly Prays as his and by his said Bill of Complaint he hath Already Prayed.

The Exhibit to which the Preceding Affidavit is annexed

To all to whom these Presents shall come [illegible] Lord Mayor of the City of London Do hereby certify that [illegible] the Date hereof [illegible] personally came and appeared before me [illegible] Bowes and [illegible] the Deponent named in the [illegible] annexed being persons well known and worthy of good [illegible] solemnly on the said Deponent then took before me [illegible] of Almighty God [illegible] solemnly and sincerely declare the [illegible] the several Matters And things Mentioned and Contained [illegible] annexed Affidavit.

In faith and Testimony whereof I the said Lord Mayor have caused the Seal of Mayoralty of the said City to be hereunto put and the affidavit [illegible] mentioned and [illegible] by the said Deponent to be hereunto annexed Dated in London the [illegible] in the Year of our Lord One thousand seven Hundred and seventy [illegible]

L.S.

Your Burges of [illegible] in the County of [illegible] Executor of [illegible] Commander of the Ship [illegible] in the Service of the [illegible] Company [illegible]

Wilson late Commander of the Ship Eagle Paket in the Service of the East India Company being in the Month of April 1773 about to Make a Voyage in the said Ship to Madras and Other Places in the East Indies applied to this Deponent and several other Persons to Assist him with Money and goods for his Adventure in the said Voyage whereupon this Deponent lent and Advanced to the said Wilson the Sum of four Hundred And fifty One Pounds Seventeen Shillings for securing the Payment whereof as also the Repayment of Divers other Sums of Money goods and Merchandize lent advanced furnished sold And Delivered to him by this Deponent and divers other Persons Amounting in the whole to the Sum of two thousand three hundred Pounds and upwards the said Wilson in the Month of April and May 1773 Made and Executed to this Deponent and to such other Persons Respectively Certain bonds for the same payable with Respondentia Interest on the Return of the said Ship Eagle from her said Voyage to England and this Defendant further saith that the said Wilson Sometime Afterwards set Sail the said Ship and Proceeded on the said Voyage to Madras but before his Arrival there departed this Life having long before duly Made and Published his last Will and Testament Bearing date the 18 Day of March 1773 and thereby constituted and appointed this Deponent Sole Executor and this Deponent hath duly proved the same in the Prerogative Court of the Archbishop of Canterbury and taken upon himself the burthen of the Execution thereof And this Deponent further saith that the said Edwd Wilson having his illness and shortly before his Death mentioned And Appointed John Parrot a Midshipman in the said Ship Eagle to be his Attorney under this Deponent the said Parrot upon the Death of the said Edwd Wilson took the Charge

of [illegible] the Expences of the Effects and [illegible]
[illegible] Letter [illegible] marked with the Letter A [illegible]
[illegible] hereunto annexed marked with the Letter [illegible]
Deponent [illegible] the Books of
[illegible] kept by the said John Parrott [illegible]
the Receipt [illegible] of the Money [illegible] the said
[illegible] to be the [illegible] of [illegible]
[illegible] the Money [illegible] from the Deponent
[illegible] the Sum of [illegible]
[illegible] Deceased [illegible]
the said J Parrott in the Day Book and Ledger of the said
[illegible] marked with the Letters C and D [illegible]
following Day Book [illegible] Deceased
[illegible] 5000 [illegible] 2000 Ledger [illegible]
the [illegible] Deceased and [illegible] the said [illegible]
[illegible] 5000 [illegible] 24 [illegible]
Deponent [illegible]
[illegible] the Day Book and Ledger of the
by the said J Parrott in Manner aforesaid the said Deponent
[illegible] Sum of [illegible]
[illegible] of the said [illegible]
[illegible]

Annexed Marked with the Letter **E** is a true Copy of the Will of the said E. Wilson now Remaining in the Registry of the Prerogative Court of the Archbishop of Canterbury he this Deponent having Carefully examined the same with the Original thereof. And this Deponent Arthur Morris for himself saith that he personally Knew J Parrot Midshipman on board the said Ship Eagle Parrott Deceased for the Several Years before his Death and is well acquainted with his Caracter and Manner of and Writing having often seen him write and this Deponent Saith that the Original Letter now produced by the other Deponent Yorge Burges marked with the letter **A** (a Copy whereof hereunto Annexed Marked with the letter **B**) and the Several Entrys herein before Mentioned to be made in the Day Book and Ledger of the said Wilson Kept by the said John Parrot also Produced by the said Yorge Burges marked with the letters **C** and **D** are Severally and Respectively the Proper hand writing of the said John Parrot Deceased

Sworn this 18th June 1777 }
before me in London }

Yorge Burges
Thomas Evans
Arthur Morris

Tho Hallifax
Mayor

Copy Letter from John Parrott to Yorge Burges
Esqr Received by the Oxford Man of War 12th May 1775

B

Worthy Sir

We sailed from St Helena 5 May from which port I informed Mr Evans

[illegible]

for the Claret which did not Sell for Prime Coste which was the lowest Article in his Investment. It Sold Only at 6 Pagodas a dozen and 7 Doz. deficient upon Opening all the Chest there was sold for 2516 Pag. including Cloaths Stores &c hardly an Article but I was obliged to Allow Deduction for Damage short weight owing to a long Passage &c I should have been glad to have Remitted home the whole or Any Part of the Money I could have done it without much Loss but that I found impossible I have therefore lent out the Principal part of it at 9 P Cent to Gentlemen of this Settlement of whom I have the strongest reason from different Gentlemen's advice to think I am safe in and mean to come back to this Settlement I mean to Procure Diamonds or get some some Method of Remitting it to Advantage should the Dividend on that Instalment all Events being closed here I have not been able to send you the Account of Sales they being very dilatory here have Received the money only this Evening and to Night and have not time to get a Copy of it done will take the earliest opportunity of doing it and hope it will merit your Approbation.

I Received your letter here with Respect to Mr. Mason's man going a long Voyage and he must be at a great Expence I thought Proper to send him to Bengall to get a new Passage to England on Capt. Rice to whom I have wrote very strongly in favor and have fitted him for England.

I should Invest in this Conveyance without Much loss you may Depend on my doing it. I am Sir your most Obed. Humble Servant

John Parrott

Fort St George
Aug. 17. 1772

Extracted from the Registry of the Prerogative Court of Canterbury

E

In the Name of God Amen I Edw[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] my last Will and Testament [illegible] In Witness whereof

[illegible] hand and seal the

March in the Year of our Lord One thousand [illegible]

August 1775

Filed the 3d Augt 1775

his Majesty King George the third over Great Britain &c.

Edward Wilson (L.S.)

Signed Sealed published and delivered in the Presence of John Haffey

John Butler

Proved at London before the Worshipfull Andrew Coltee Ducarel of Laws and Surrogate on the 18th Augt 1775 by the Oath of George Burges Esquire the Executor to whom Administration was granted having been first Sworn duly to Administer

John Stevens
Henry Stevens
Geo Gostling
} Deputy Registers

Examined and Compared with the Authenticated Copy and Declared to be a true Copy

Chas Bromly
Attorney

The Rejoinder of Cotton B Deal the Repliant to the Replication of George Burges by his Attorneys George Hardy and George Mowbray

This Defendant [illegible]

this Defendant further Saith that he is an entire Stranger to Any Entry being Made
by the Said John Parrott in the Books of the said Edwd Wilson Nor Can this Deft
by Any Means Admit that Any Such Entries as the Said Replicant mention
can be Any Means Affect him this Defendant as such Entries are unjust
absurd and inconsistant with the Nature of the Case as set forth by this
Defendant in his said Answer For After the said John Parot that given the
Defendant a Discharge on Acct of the said Estate Wilson the Matter Ended
between him the Said John Paret And the Said E Wilson as to the whole Acct
of the Effects of the said E Wilson Sold by this Defendant at Country or Auction
as Set forth in this Defendants said Answer And he the Said John Parot his
Executors Administrators or Assigns Only was or Accountable to whomever had
Aright to Demand the same on Acct of the Estate of the said Wilson nor could
Any Entry in Any Books or Accounts whatever make the Matter otherwise
it cannot be said with Any of Justice propriety or legality that this Deft
who his Discharged from Any Demand on Account of the Estate said
Wilson Shall still be Answerable or Accountable to the Said Estate or the
Exector of the Said Wilson because the Very Person who given the Discharge
in Transacting the Affairs of the Said Estate Make a false Entry or false
Entries in the Books or Acct of the Said Wilson was that to be the Case no
man would be Safe in his Transactions, for After An Affair is Settled and
Person Discharged from a Demand he would Accounting be still liable
to pay the Same to the Person on whose Account such discharge given
and that merely because the Persons who Transacte the Said Affairs and
gave Such Discharge either ignorantly or with some View or other
make

[illegible]

Saith that having Set forth the title by which he Claims the Amount of the Bond
from this Defendant he the Replicant humbly hopes and hopes and Conceives
that this Defendant Cannot Pay the Amount to any other Persons whatever
then to the Said Replicant as Executor Aforementioned In Rejoinder thereunto
this Defendant Saith that he Absolutely denies that the said Replicant hath Set forth
Any good title whatever to the Amount of the said Bond as from this Defend^t
whatever Claim the Said Replicant has as Executor as aforesaid is on the Repre-
sentatives or the Estate of the said Parrot to whom whether the legal
Representatives of the Said Parrot he this Defendant Considers him
Clearly Answerable and liable to the Amount of the Said Bond and not
to the Said Replicant for the Reason herein before and in this Answer given
the Said Replicant further Says that he Admits that he is Neither Executor or Adm^r
to the said John Parrot thereby Acknowledging that he has No legal Claim on
on this Defendant Notwithstanding this his Action But he further Saith that
there is no Necessity of his being Executor or Administrator to Recover the Amoun
of the Bond in Question because the Said John Parrot did in his life time
Acknowledge that he had No property in the said Bond but that Such Bond
then his Said John Parrott's Name was the Sole Property of the Said Wilson and
his Representatives thereby Putting it out of the Power of the Executors or Adm
of the Said Parrot to Recover the Amount of the Said Bond which this Def^t
Saith is the Most Illegal Method of Arguing that could Possibly be devised In
as if any Acknowledgement of the Said John Parrot could after this Defendant
being discharged from the Estate of the Said Parrot to whom the Said
Replicant is Executor and by Virtue of which he Claims and After giving that

[illegible]

Saith that having set forth the title by which he Claims the Amount of the Bond from this Defendant he the Replicant humbly hopes and hopes and Conceives that this Defendant Cannot Pay the Amount to any other Persons whatever then to the Said Replicant as Executor Aforementioned. In Rejoinder thereunto this Defendant Saith that he Absolutely denies that the said Replicant hath Set fo Any good title whatever to the Amount of the said Bond as from this Defend whatever Claim the Said Replicant has as Executor as aforesaid is on the Repre sentatives or the Estate of the said Parrot to whom that be the legal Representatives of the Said Parrot he this Defendant Considers him Clearly Answerable and liable to the Amount of the Said Bond and not to the Said Replicant for the Reason herein before and in this Answer given the Said Replicant further says that he Admits that he his Neither Executor or Admor to the said John Parrot thereby Acknowledging that he has No legal Claim on on this Defendant Notwithstanding this his Action Both he further Saith that there is no Necessity of his being Executor or Administrator to Recover the Amoun of the Bond in Question because the said John Parrot did in his life time Acknowledge that he had No property in the said Bond but that Such Bond then his Said John Parrotts Name was the Sole Property of the Said Wilson and his Representatives thereby Putting it out of the Power of the Executors or Admrs of the Said Parrot to Recover the Amount of the Said Bond which this Deft Saith is the Most Illegal Method of Arguing that could Possibly be devised And as if any Acknowledgement of the Said John Parrot could after this Defendant being discharged from the Estate of the many Person to whom the said Replicant is Executor and by Virtue of which he Claims and After giving that

[illegible]

John Parot did Communicate Any Such Entry as the Said Replicant Mention to him this Defendant or Say that he Considered the Said Bond in Question as part And Parcel of the Estate of the said Edw.d Wilson nor do this Matters in the least Concern this Defendant as they Are for the Reason herein and in this Defendants said Answer Setforth: for Reign to the Real Nature of the Case this Defendant doth further Absolutely deny that he is either Authorized or bound to Pay the Amount of the Said Bond to the said bound to pay the Amount of the said Bond to the Said Replicant as the said Replicant unjustly Asserts this Deft doth Also denies that the Especial of the Said Bo in the Replicant as Executor of the said Edw.d Wilson Nor is Any Declaration that the Oblige J Parrott Might Make of Any Consequence to this Defendant for this Defendant having by and with the knowledge Consent And Abrobation of the said Parott bound himself to pay the Amount of the Said Bond to him the said John Parrott in manner beforementioned And being discharged from the Estate of the Said Wilson as before Related it follows of Course that the Executor of the said Wilson can have no Demand On this Defendant Any Demand that Such Executor hath Must be on the Estate or the Representatives of the Said Parrott this Defendant doth Still deny that the Said Replicant as Executor of the said Wilson is Sufficiently Authorized to discharge him this Defendant from Any future Demands that may be made on him for or Account of the Said Bond from or by the Representatives of the Said John Parot Nor doth he this Defendant Defendant Admits that the Said John Parrott hath Bond his Said Representatives from

(498)

[illegible]
[illegible]
of the said [illegible]
[illegible] of the said Goods Effects
[illegible]
this Defendant [illegible]
[illegible] the Defendant [illegible]
[illegible]
[illegible] the said Replant [illegible]
the Defendant therefore Prays that the Same may [illegible]
[illegible] the said Replants [illegible]
[illegible] to the Replant [illegible]
the said Wilson [illegible] the said Replant
[illegible] Property [illegible]
Replants Attorney George Nutting and that the said
[illegible] has Always been Ready to be Produced to this Defendant
Rejoinder this Defendant by way of further Rejoinder [illegible]
Replants Bill of Complaint was filed [illegible]
And the Replant [illegible] the Copy of the said [illegible]
to have been [illegible] London [illegible] 1777
doth therefore Submit to the Judgment of this Honble
[illegible]

254 (499)

Will has Always been Ready to be Produced to this Defendant as the Repltants
Asserts this Defendant by way of further Rejoinder to the said Replication
Saith that he Absolutely that it doth by his own Shewing in his Answer
Appear that this Defendant on the Application of the Said John Parrot
found himself Unable to Pay the Amount Sales of the Said Edwd Wilson Effects
What this Defendant told the Said John Parrott was that he Made the said
Demand at an very Unreasonable time for Reasons he gave in his Answer
Nor the less if the Said John Parrot had insisted on the Payment this
Defendant Must have found Means to Pay him the said Replant
Alledges that this Defendant doth in his Said Answer Acknowledge that for
Part of the Amount Sales of the Said Edwd Wilson Effects he gave the Bond
in Question the Rejoinder thereto this Defendant Saith that such the said
Replants Allegation is an Unfair Representation of the Case for tho he did
not pay the whole Amount Sales of the Said Effects Yet from the other
Circumstances of the Said John Parrotts so Much Property of his own this
Defendant by his Desire Paying for Madeira Wine the Said Parrott giving
this Defendant a Receipt for the whole Neat Amount Sales of the said
Wilsons Effects Sold at outcry a taking a Bond for the Money he left
in this Defendants Hands in his the Said John Parrotts own name
it Clearly Appears that the Said John Parrott Considered the matter
as if he had Actually Received the whole Amount Sales of the said Edwd
Wilson Effects And Advanced this Defendants the Amount of the said Bond
and it was the Same both the said John Parrott and this Defendant as
if

from Commencing [illegible]

[illegible]

of the [illegible]

[illegible]

[illegible]

this Defendant [illegible]

[illegible] Replication the Contrary this Defendant [illegible]

[illegible]

Standing [illegible] the said Replicant Alledges

this Defendant therefore Says that [illegible]

[illegible] the said Replicant [illegible]

[illegible] to the Replicants [illegible]

the said Wilson [illegible] the said Replicant

[illegible]

Replicants Attorney George Lindsay and that [illegible]

[illegible] Ready to be Produced to this Defend[illegible]

[illegible] this Defendant [illegible]

Replicants Bill of Complaint was filed the fourth

[illegible] the Copy of the [illegible]

to have been [illegible] 11 June 1777

[illegible]

[illegible]

Will has Always been Ready to be Produced to this Defendant as the Replicants Asserts this Defendant by way of further Rejoinder to the said Replication Saith that he Absolutely that it doth by his own Shewing in his Answer Appear that this Defendant on the Application of the Said John Parrot found himself Unable to Pay the Amount Sales of the Said Edwd Wilson Effects What this Defendant told the Said John Parrott was that he Made the said Demand at a very Unseasonable time for reasons he gave in his Answer Nor in the case of the Said John Parrot had insisted on the Payment this Defendant Must have found Means to Pay him the said Replicant Alledges that this Defendant doth in his Said Answer Acknowledge that for Part of the Amount Sales of the Said Edwd Wilson Effects he gave the Bond in Question the Rejoinder thereto this Defendant Saith that Such the said Replicants Allegation is an Unfair Representation of the Case for tho he did not pay the whole Amount Sales of the Said Effects Yet from the other Circumstances of the Said John Parrotts so Much Property of his own this Defendant by his Desire Paying for Madera Wine the Said Parrott giving this Defendant a Receipt for the whole Neat Amount Sales of the said Wilsons Effects Sold at Outcry a taking a Bond for the Money he left in this Defendants Hands in his the Said John Parrotts own name it Clearly Appears that the Said John Parrott Considered the matter as if he had Actually Received the whole Amount Sales of the said Edwd Wilson Effects And Advanced this Defendant the Amount of the said Bond and it was the Same both the said John Parrott and this Defendant as

if

[illegible]

[illegible] the Circumstances [illegible] Defendant [illegible]

[illegible]

[illegible] alledged by the said Repl[illegible]

[illegible]

[illegible] the Amount of [illegible]

[illegible]

said Bond [illegible]

of Bond duly [illegible]

Specie Contrary [illegible]

of the Obligee or [illegible] said Bond and [illegible]

this Defendant Conceives Illegal And Contrary to the [illegible]

giving a Bond And the Settlement which was [illegible]

Legislature Should Accompany Specie [illegible]

Should Accompany Specie [illegible]

giving a Bond [illegible]

[illegible]

[illegible] the Bond [illegible]

[illegible] Executor or Administrator of the [illegible]

[illegible] Executor or Administrator [illegible]

[illegible] to Pay the Same to the Executor of the [illegible]

Contrary Law or Can Any Indemnification which the Said Replicant can give
this Defendant free him from a demand being Made on this Defendant
and a Prosecution for the Amount of the Amount of the Said Bond by the
Executor or Administrator Recover the Amount thereof as he this Deft
Conceives he would be legally Intitled to do this Defendant would be
Obliged to Pay the Amount of the Said Bond to Such Executor or Admor
notwithstanding he paid it to the Said Replicant and Seek Redress
from the Said Replicant which would be a very great hardship on a [illegible]
as money in Covenant to this Defendant And if it was not in this
Defendants Power to Pay it to the Executor or Administrator of the
said John Parrott After haven Paid it to the said Replicant this Deft
would be liable to be and no doubt would be Committed to Prison untill
he could be enabled to Pay it by Recovering it from the Said Replicant
or his the Said Replicants Executors or Administrators in Case of his
Death or Suppose the Estate of the Said Edwd Wilson or the said Replt
should happen to be insolvent then this Defendant might be obliged
to Sustain the Loss thereof in the Circumstances so alarming in
their Nature and so much Consequence to be this Defendant he
this Defendant Submit to the Judgment of this Honble Court
and humbly hopes this Honble Court will by No Means think him
Answerable or Accountable to the Said Replicant for or Deem him
to

(502)

[illegible] of the said [illegible] the said Defendant [illegible]
[illegible] Defendant [illegible]
[illegible] the said Defendant [illegible]
[illegible] Answer [illegible]
[illegible] further [illegible]

All these matters and things [illegible]
[illegible]
[illegible] most humbly prays [illegible]
[illegible] Costs [illegible]

John Sykes
Atty for Defts

Mayor's Court at Madraspatnam

Tuesday the 12 Day of
Anno Domini

Present
Benjamin Roebuck Esq. Mayor
Edw. Garrow and William [illegible]
Aldermen
Bateman [illegible]
[illegible]

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256 (503)

This Cause Comming on to be Heard on Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill with an Extract of a Letter Marked A and Certificate Marked B annexed the Defendants Answer The Replication The Rejoinder 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 doth Accordingly Order And Decree that the Complainants Bill be stand Dismissed With Costs.

Hour

Filed 18 Day of Sept 1777

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francis Jourdan of Fort Saint George Esquire that Whereas your Orator having a Considerable Demand on the Estate of the late Captain Edmund Holmough Your Orator did prefer a Bill of Complt in this Honble Court against Reynold Adams And John Lafosita the Executors Named in the last Will and Testament of the said Edmund Holmough And Employed Mr Henry Dupuy One of the Attornies in this Honble Court for to Carry on and Solicit Your Orators Application in the said Business your Orator further Sheweth that the said Henry Dupuy did obtain a Decree for your Orator Agt the said Executors and

Unto the Amount of [illegible] by the Effects of the

the Books of the said deceased [illegible]

Sum of [illegible] the Effects of the

[illegible]

[illegible]

[illegible]

the [illegible] Bill of Complaint in this Honble Court

[illegible]

[illegible] your Orator further Sheweth that the

a Dividend of the [illegible] Sale of the Effects [illegible]

[illegible] your Orator Sheweth that the

[illegible]

of the [illegible]

[illegible] Sterling Money of Great [illegible]

Rate of Eight Shilling for every Pagoda [illegible]

[illegible] your Orator further Sheweth that the

[illegible]

Mr Henry Dupuy of the said Sum of [illegible]

But now [illegible]

Honble Court that the said Henry Dupuy [illegible]

[illegible]

Satisfaction touching the Premises pretending that Although he did Receive your Orator
Proportion of Such Dividend yet that he by the Means of his Servant Payed the
same unto your Orators Attorney Paul Benfield of Fort Saint George Which
the said Paul Benfield Your Orator Charges Absolutely denies Receiving
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 said Henry Dupuy May upon his Corporal Oath full
true direct and perfect Answer Make to all And Singular the Matters
and things hereinbefore Set forth And Alledged As fully truly And
Effectually to all Intents And purposes as if the Same were here again
Repeated and particularly Interrogated and that he may be Decreed
to Pay unto your Orator the Aforesaid Sum of Six hundred Pagodas
or whatsoever other Sum he has so Received together with all such
Interest as now is or Shall hereafter become due thereon also all
Costs of this Suit

May it Please this Honble Court to Cause the
said Henry Dupuy 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 and then and there to Answer this your orators
Bill of Complaint and further to Stand to and abide by

Such

[illegible]

[illegible] 1777

Andrew [illegible]

[illegible] 1777

[illegible] 1777

The Answer of

[illegible] Defendant to the [illegible]

This Defendant [illegible]

[illegible] of Exception to the Many Errors Uncertainties [illegible]

[illegible] this Defendant [illegible]

[illegible]

Complainant Agt Reynold Adams and Gossiter the Executor Named in the last Will and Testament of Edmund Whalmough Deceased And this Defendant Saith that he was so employed by the Complainant Sometime in the beginning of the Year 1772 or the latter end of the Year 1771 this Defendant Saith that he was also At the Same time employed by eleven other Persons Complainants Agt the said Defendant as Executor aforesaid this Defendant doth Also Acknowledge that he did Obtain a Decree in the said Suit on behalf of the said Complainant and did Also Obtain Decrees on behalf of the said other Plaints this Defendant also Admits that the said Executors not fulfilling the said Decrees this Defendant on behalf of the Complainant as well as on behalf of the other Persons for whom he was concerned did Procure a Warrant of Execution to issue on the said Decrees directed to the Sheriff of Madras the Deputie thereof by Virtue whereof this Defendant sheweth the said did Seize Sundry Sums of Money in the Hand of the said Reynold Adams at the time that Aforesaid Reynold Adams at the time the Surviving Executor of the said Deceased Edmund Whalmough but the said Sums so seized Not being Sufficient to Satisfy the full Amounts of the Sundry Sums by the Aforesaid Warrant of Execution to be Levied by said Sheriff the said Sheriff did Make out proportions or Shares out of the said Sums of Money so Levied According to the Amount of the several Warrants of Execution which proportion or Share Amounted to forty Nine Pagodas Seventeen fanams and forty

One

[illegible] to the Sheriff

this Defendant further [illegible] the Bill of [illegible]

Defendant [illegible] by the Sheriff for the Several [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

for the Sum of 600 Pagodas twenty five fanams [illegible]

[illegible] Amounted to the Sum of 66 Pagodas and [illegible]

which Made the Sum coming due to the Complainant the

Sum of 532 Pagodas 11 fanams & 23 Cash this Defendant

[illegible]

[illegible] for the Amount of

and [illegible] fanams and [illegible] Cash [illegible]

[illegible] to the Sum of thirty four Pagodas [illegible]

of the Sum of three hundred Pagodas forty [illegible] fanams and [illegible]

to the Said Paul Benfield

[illegible] for the Amount of three hundred and [illegible]

[illegible] fanams and forty three Cash [illegible]

[illegible] according to [illegible] of three hundred and [illegible]

Pagodas twenty [illegible] fanams and forty three Cash [illegible]

[illegible] Defendant [illegible]

And Did Deliver the Same Again unto this Defendant Might Receive their Several Amounts from the Sheriff But Previous to Such delivery this Deft. with the Said Paul Bifield did Make a Memorardum in Writing of the the Amount of the said Several Receipts which were dated on the 16 Day of December 1772

This Defendant further Saith that After he had Received the Aforesaid Receipts from the Said Paul Benfield he delivered the Same to his Dubash Named Soobrayah together with Sundry other Receipts of the Same Nature and and for the same purpose to the Amount of the Several thousand Pagodas with Orders to Receive their Several Amounts from the Sheriff and to Pay the Same to his Aforesaid Clients and to Receive this Defendants Bill of Costs at the same time And this Defendant further Saith in Consequence of Such Orders his Said Dubash did Pay the Amount of the Aforesaid Several Receipts to the Said Paul Benfield or some other Person or Persons by him Appointed to Receive the Same which in all After Payment of Costs did amount to the Sum of One thousand four hundred and twenty four Pagodas two fanams and two Cash or thereabouts and did Receive from the Aforesaid Paul Benfield or Such Other Person or Persons the Sum of One Hundred and fifty Pagodas and twelve fanams or thereabouts which last Sum this Defendant Saith the Said Soobrayah paid into the Hands of this Defendant together with Sundry other Sums of Money he Received for Costs from other of his Said Clients to whom the said Soobrayah had paid Money on the Same Account as the Money Paid as aforesaid the said Paul Benfield this Defendant saith

that

[illegible]

Was entitled to receive the Money in dispute as well as the Other two Sums and further as the said Paul Benfield in Order to be certain of the Amounts for Which he had given Receipts did Previous to the delivery of the said Receipts to this Defendant Make a Memorandum of their Several Amounts Consequently as the said Paul Benfield Now what he had to receive would Never have Remained so long quiet without Any Application for payment as he did and this Defendant further Saith that the said Matter Remained upward of three Years Afterward without Any Application being Made to him by the Complainant And further that the Present suit which is now brought Agt. him was by his own desire and from Information he himself gave the Complainant Attorney in Order to Produce therein this Defendant lastly Saith that he has No manner of doubt but he Shall be Able to Prove the aforegoing Matter to be true And that the Money in the Question hath been justly and honestly Payd

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.

M Dupuy

M Dupuy

Atty Deft

(512)

The Replication of [illegible]

The said Replicant [illegible]

[illegible]

[illegible] Pagodas Eleven fanams and Twenty [illegible]

[illegible] Paul Benfield [illegible]

[illegible]

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Who Denied that he has One of the Attornies of the Replicant did Sign Such Receipt to the Sheriff as Stated by the Defendant in his Answer having the Same to be Signed by Mr. Edwd. Saunders the Acting Attorney of the said Replicant who was the Person to Receive the Said Cash from the Defendant that the said Paul Benfield did Assure the Replicant that he had Not Received the said Sum of Five Hundred And Seventy Pagodas Eleven fanams And Twenty three Cash from the Defendant or from Any One of his Servants nor could he the said Paul Benfield upon the Strictest Scrutiny discover from Any of his Own Servants that all or Any Part of the Said Sum was by them Received And therefore that the said Paul Benfield did Suppose that this Cash had been paid to the Said Edwd. Saunders as the Acting Attorney who Always Received the Replicant's Cash the said Replicant further Says that the said Paul Benfield did Confess to him the Receiving of him the Said Paul Benfield on dividends as also as Atty for Charles Desvoeux his Dividend And the Reason he Assigned for his Not Receiving the Replicant's Dividend was his not being the Acting Person for the Replicant's Dividend was his not being the Acting Person for the Replicant the said Replicant further Says that upon the Several enquiries by himself of the said Paul Benfield's they Declare that Neither he nor they did Receive the Said Sum of five hundred And Seventy Pagodas Eleven fanams And Twenty three Cash nor was any Such Sum either in whole

or

[illegible] of the Defendant [illegible]

[illegible]

[illegible]

[illegible]

[illegible] Defendant [illegible]

[illegible]

[illegible]

[illegible] and the [illegible]

[illegible] Attorney of the [illegible]

All which Matters And things [illegible]

[illegible]

[illegible]

[illegible]

Filed 15th [illegible]

The Rejoinder of [illegible]

[illegible]

[illegible]

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hereafter saving And Reserving unto himself All and All Manner of Benefit And Advantage of Exception to the Many Untruths Errors Uncertainties Insufficiencies And Imperfections in the Said Replication Contained for Rejoinder thereunto Saith that this Answer to the Replicant's Bill of Compl.t and all And Singular the Matters And things therein Contained Are good and Sufficient in the law to be Rejoined unto in Such Manner And form as the Same are therein And thereby Set forth And Alledged And that the said Replication is very uncertain Erroneous And in Sufficient in the law for Divers Manifest Imperfections and uncertainties in the said Replication Contained this Defend.t by way of further Rejoinder to the Said Replication Saith that he [illegible] Absolutely to be Indebted unto the Said Replicant In the Sum of Six hundred Pagodas or in Any Other Sum or Sums of money whatsoever

And by way of further Rejoinder this Defendant Saith that he did by Order and Appointment of the Said Paul Benfield Receive the Sum of Six hundred and twenty Pagodas Eleven fanams and Twenty three Cash from the Said Sheriff at which time this Defend.t Did deliver the Said Paul Benfield Receipt for the Same Signed as Attorney for the Said Replicant whose this Defendant doth believe the said Money to have been And this Defendant doth Maintain & hopes in due time to Prove that this Defendant doth Maintain And hopes in due time to prove that this Defendant's Narrative of the Payment of the said Money to the said Paul Benfield the [illegible]

[illegible]

And this Defendant [illegible]

cannot take upon himself to speak of any Matter or Demand

the said Charles Dumas [illegible]

[illegible] by the said Paul Benfield to the Plaintiff [illegible]

[illegible]

[illegible]

said Paul Benfield [illegible]

[illegible] Memorandum of the Account of this Defendant

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

for the same [illegible] this Defendant [illegible]

[illegible] this Defendant [illegible]

[illegible]

[illegible]

and the hazard of [illegible]

Without that [illegible] this Defendant [illegible]

[illegible]

he hath Already Prayed

H Dupuy
Atty Defts

Interrogatories to be Administred to such Witnesses as Shall be produced Sworn and Examined in a certain Cause depending at Issue in the Honble the Mayor's Court at Madraspatnam wherein Francis Jourdan of Fort Saint George Esquire Complainant And Henry DuPuy one of the Attornies of this Honble Court Defendant

On the Part and behalf of the Defdt

Interrogatories To all the Witnesses } 1 Do you know or did you not know the Parties Complainant and the Defendant in the title of these Interrogatories Named if Yea how long have you so known them or either and which of them Declare

eragolos Chitty 2d Was you or was you Not hired Dubash to the Defendant in the Year 1772 if yea did he did he not act as Attorney to Several Persons Complainant in the Honble the Mayor's Court at Madras Against Reynolds Adams And John Gostling as Executors of the last will and Testament of Edmund Whalmough Deceased and whether three of the Complainants were or were Not the Above Mentioned Complainants Charles Dumas and Paul Benfield did or did

Not

[illegible]

Hon.ble the Mayors Court Agt. Reynolds Adms and John Gosselin Executor to the last will And Testament of John Whitmough Deceased And whither three of the Persons Complainant were or were not the Above mentioned Complainant and Charles Devaux And Paul Benfield to your know have you heard or been informed that the Defendant did Apply to the Said Paul Benfield as Attorney to the Complainant And the Said Charles Devaux and also and in his own Account to Sign three Receipts for Money Leaved by the Sheriff on Account of the said three Suits And what Amount And if the Said Paul Benfield did Sign the same or Any and which of them and whether you were Present at the time and what do know Respecting the Same do you know Any thing of the Defendant delivering the Said Receipts together with Any other Receipts to Sobaraylee Chitty at that time Head Dubash to the said Defendant and whether the Said Sobaraylee Chitty did or did not Receive the Amount of Several other Receipts on account of Sundry other Compltes Agt the Aforesaid Executor was you Present when the Said Sobaraylee Chitty Paid the Said Paul Benfield or to Any One and what by his Order and whom by Name Any and what Sum or Sums of Money on Account of the Aforesaid three Receipts and what the Reason of your being Present at the Said time and what do you know Respecting the Same And whether the Said Paul Benfield gave Any and what direction in the Payment of Any and what part of

[illegible]

To [illegible] 4th [illegible]

[illegible]

of the said Persons to whom Money was paid as Aforesaid gave Any Receipts for the Same and if Not why Not do you know of any Money being Returned back from the said Paul Benfield by the said Seebarayloo Chitty on Account of fees in the Said Suits or any which of them and to what Amount declare the Same as you know have been informed And do believe together with the Reasons of Such your belief—

Veentachellum and Coopiah 5th Was you Present at the House of Paul Benfield Some time in the Year 1772 or when when Seebarayloo Chitty came to Pay any and what Sum or Sums of Money and what was the Cause of your Comming to the House of the Said Paul Benfield and whether the Same was you heard and have been informed paid on Account of the Said Paul Benfield or on Account of Any other Person or Persons And who by Name and to what Amount do you know of Any and what particular instructions by the Said Paul Benfield given Respecting the Receipt of the Said Money and to whom And whether the same was Paid and to whom And whether you Saw any and what Sum or Sums of Money Paid back to the Said Seebarayloo Chitty and on what Account Declare the Same as you know have been informed and do believe together with the Reasons of your belief—

To Edward Saunders Esquire 6th Was you or was you not Attorney to Francis Jourdan Esquire in the title of these Interrogatories named Some time in the Year 1772 If Yea did you receive any instructions

to

[illegible]

[illegible]

[illegible] Defendant [illegible]

[illegible] Defendant [illegible]

[illegible]

[illegible]

[illegible] the said [illegible] Defendant [illegible]

[illegible]

[illegible]

[illegible] Defendant [illegible]

[illegible] Defendant [illegible]

[illegible] Defendant [illegible]

Lastly [illegible] Defendant [illegible]

To all the [illegible] Defendant [illegible]

[illegible]

[illegible]

[illegible]

[illegible] Defendant [illegible]

[illegible] Defendant [illegible]

[illegible] Interrogated

[illegible]

Mayor's Court at Madraspatnam

Between Francis Jourdan of Fort St George Esquire Complainant and Henry Du Puy One of the Attornies of this Honble Court Defendant

On the Part of the Defendant

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

Soobrayloo Chitty of Madras Head Dubash Aged 36 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the 6th Day of February 1781 Signified at the Office of Mr Charles Bromley who is Attorney for the Complainant by being 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 Francis Jourdan in this Cause, and that he hath so known him Sixteen Years or thereabouts and doth he doth know the Defendant Henry Du Puy in this Cause and that he hath so known him ten year and More Saith Not to this Interrogatory

To the Second Interrogatory this Deponent Saith that he was head Dubash to the Defendant in the Year 1772 and the Said Defendant did act as Attorney in the Honble the Mayors Court at Madraspatnam for Several Persons Complainants in the Said Court Agt Reynold Adams And John Hoperton as Executors of the last will And Testament of Edmund Whatmough Deceased and those of the Said Complainant were [illegible] Charles Downe [illegible] Did give the Receipts for money [illegible] by the Sheriff and [illegible] Receipts as Attorney for the Complainant Receipt as Attorney to Charles Downe one Receipt [illegible] of the Complainant [illegible] Interrogatories [illegible] Amount of [illegible] Charles Downe [illegible] Amount of [illegible] Pagodas Eighteen fanams [illegible] Pagodas [illegible] this Defendant [illegible] Receipts Paul Benfield [illegible] this Defendant [illegible] Receipts [illegible] the Defendant [illegible] from the Sheriff [illegible] Paul Benfield [illegible] Amount of the [illegible] Pagodas [illegible] Amount of [illegible]

twenty Pagodas Forty fanams or thereabouts and this Defendant did Demand a Receipt from Paul Benfield who said he had Already given these Receipts to this Defendant Master in the Name of the Sheriff therefore he would Not give Any other Receipt and this Deponent did Also Demand Receipts from the Deponent Complainant And whose behalf he Received Money of the Said Suits and the whole of the s.d Sums so Received on Account of the Deponent Complainants which amounts to the Amount of three thousand Pagodas or thereabouts And the said Complainant Did Say that they had Already given Receipts in the Name of the Sheriff therefore they would Not give Any other Receipts And this Defendant did not know that Edward Saunders was Attorney to the Complainant in this Cause neither was he directed by Paul Benfield to Apply to Edw.d Saunders Respecting the Payment of the Said Money on Account of the said Complainant or Any Matter Relating thereto And More not to this or the last Interrogatory

Rich.d Dighton

Exam.d

Mayors Court at
Madraspatnam

Between [illegible] of Fort Saint George Esq.r Complainant and Rich.d Dighton one of the Attornies of this Hon.ble Court Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before [illegible] as follows

Mannapermaul of [illegible] Conicopoly Aged 30 years [illegible] in the Cause [illegible] Party of the Defendant [illegible] the Office of M^r Charles [illegible] Attorney for the Complainants [illegible] of the same [illegible] Deponent [illegible] as follows

1st

To the First Interrogatory this Deponent Saith that he hath known the Complainants [illegible] in this Cause and that he hath been Acquainted [illegible] and that he hath known the Defendant Henry [illegible] in this Cause and that he hath [illegible] And More Saith Not to this Interrogatory

2

To the Second Interrogatory this Deponent Saith that he [illegible] in the Office of M^r Henry [illegible] the Defendant in this Cause [illegible] in the Capacity of a Conicopoly from the year 178[illegible] and [illegible] Defendant was employed by [illegible] as Complainant [illegible] Mayor's Court Ag^t Reginald Adams and [illegible] Defendants [illegible] of the said Complainants [illegible] And Paul Benfield [illegible] this Deponent saith that [illegible] did apply to Paul Benfield to Sign three Receipts [illegible]

said Paul Benfield Did Sign said three Receipts in this Deponent's Presence to the Amount of Six hundred and thirty Six Pagodas One fanam ten Cash for himself for Francis Jourdan Six hundred And thirty Six Pagodas twenty three fanams twenty three fanams three Cash for Charles Desnoux three hundred And three Pagodas Eighteen fanams forty Nine Cash And this Deponent Saith the Defendant did deliver the said three Receipts with four others to his Head Dubash Soobaroyloo Chitty And this Deponent saith he went long with and present with Soobaroyloo Chitty when he Received the Amount of the said Several Receipts on account of the Different Complainants Ag^t the Aforesaid Executors And this Deponent saith he was Present when Soobaroyloo Chitty Carried the Money to the said Paul Benfield on account of the Said three Receipts And the Said Paul Benfield was that time a dressing his hair he Ordered his Conicopoly Andiapah to Receive said Money from Soobaroyloo Chitty and he at the Same time gave him a Piece of Paper and Ordered him to Receive According to the Amount written on said Piece of Paper and the Amount was paid to Said Andiapah in this Deponent's Presence And Soobaroyloo Chitty demanded payment of the Defendant's Costs in Said Suits And Paul Benfield gave Orders to Andiapah to Pay the same And this Deponent did Receive the same to the Amount of One hundred And fifty two Pagodas twelve fanams and Carried them to his Master's House along with Soobaroyloo Chitty And More Saith not to this or the last Interrogatory

Rich^d Dighton

Exam^d

Mayor's Court at Madraspatnam

Between [illegible]

[illegible]

Deposition of [illegible]

[illegible]

To the first Interrogatory this Deponent Saith that he [illegible]

[illegible]

Complainants Ag.^t Reynolds Adams And John Griffin Executors of the last Will and Testament of Edmund Whatmough Deceased And this Deponent did Attend said Soobaroyloo Chitty and was present when he paid Different Sums on the above Account to John De Fries, Thomas Pouney Henry Brooke and Paul Benfield and Edward Monckton and the said Soobaroyloo Chitty did pay the Sum of One thousand five hundred and Seventy Six Pagodas unto Paul Benfield on the Said Account And the said Sum was on Account of Francis Jourdan to the Amount of 600 Pagodas 23 fanams 23 Cash on account of M.r Deuaux to the Amount of three hundred And three Pagodas Eighteen fanams forty Nine Cash and Paul Benfields own Account to the Amount of Six hundred And thirty Six Pagodas One fanam ten Cash and the Said Sum was paid to Paul Benfield Writer by Order and this Depo Saith that Soobaroyloo Chitty Asked a Receipt from the Said Paul Benfield who said he had Already given a Receipt to M.r DuPuy in favor of the Sheriff and therefore he had No occasion to give Any other Receipt And this Deponent Saith that Soobaroyloo Chitty likewise Demanded Receipts of other Complainants before Named who gave Also for Answer that there was No Occasion for Receipts as they had given Receipts in favor of the Sheriff and this Deponent Saith that Soobaroyloo Chitty did Receive back from the Said Sum Paid Paul Benfield a Part thereof on account of Court fees due to his Master the Defendant in this Interrogatory named but this Deponent doth Not Recollect to what Amount and more Saith Not to this or the last Interrogatory

Rich.d Leighton

Exam.d [illegible] Deponent Saith that Paul Benfield [illegible] to this Deponent [illegible] the Sum of [illegible] Piece of Paper [illegible] and Ordered him to Receive [illegible] Defendant [illegible] one hundred and fifty two Pagodas [illegible]

Richd Dighton

Exam

Mayors Court at Madraspatnam

Between [illegible] of Fort Saint George Esquire Complainant and Henry [illegible] the Attornies of [illegible] Court Defendant

On the Part of the Defendant

Depositions of Witnesses taken [illegible]

Vencatachellam Chetty of [illegible] aged 35 years [illegible] in the Cause of the Defendant [illegible] at the Office of [illegible] Complainant [illegible] the said Deponent [illegible] Deposeth as follows

To the first Interrogatory this Deponent saith that he [illegible] Complainant [illegible] Defendant [illegible]

To the fifth Interrogatory this Deponent Saith that he was Present at the House of Paul Benfield Sometime in the Year 1772 when Soobaroyloo Chetty Came to Pay the Sum of 1476 or 1477 Pagodas And this Deponent Came there to Settle some Accounts with Trimalrow Paul Benfields Writer And this Deponent Saith he was Present and did hear that the Said Sum was paid on Account of Paul Benfield Francis Jourdan and one Dimoua Chitty in what Amount to the before Named Person Severally this Deponent doth not Recollect and this Deponent Saith Paul Benfield gave a Piece of Paper to Andiapah his Writer And Order him to Receive Accordingly that the Said Sum was Paid to Andiapah And Soobaroyloo Chetty demanded of Andiapah account Charges and the Same was paid to Soobaroyloo Chetty by Andiapah to the Amount of One hundred and fifty two Pagodas And more Saith not and this Deponent further And more Saith not to this or the last Interrogatory

Richd Dighton

Exam

Mayors Court at Madraspatnam

Between Francis Jourdan of Fort Saint George Esquire Complainant and Henry Du Pré one of the Attornies of this Honble Court Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by [illegible]
in the Court as followeth —

Caspiah [illegible] in this Cause on the Part of the Defendant was on the 31 Day of [illegible] at the Office of Mr Charles Bromley [illegible] Attorney for the [illegible] by Bennasing my Servant who also left him A note of the Name [illegible] 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 Complainant Francis Jourdan in this Cause and that he hath known him about 13 Years and that he [illegible] knows the Defendant Henry Du Pry in the Cause and that he hath known him [illegible] and More Saith Not to this Interrogatory —

To the [illegible] Interrogatory this Deponent Saith [illegible] the Stone of [illegible] Defendant [illegible] Chitty came to the Stone of [illegible] the Said Paul Benfield [illegible] Pagodas and this Deponent Saith he [illegible] Defendant [illegible] [illegible] Chitty [illegible] Interrogatory [illegible]

for Court Fees And this Deponent Saith that Soobaroyloo Chitty Demanded A Receipt from Paul Benfield who said he had Already given a Receipt to His Master the Defendant in these Interrogatories And more Saith Not to this or the last Interrogatories —

Richd Dighton
Exam'd

Mayors Court at Madraspatnam

Between Francis Jourdan of Fort Saint George Esquire Complainant and Henry Du Pry One of the Attornies of this Honble Court Complainant

On the Part of the Defendant

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

Edward Saunders Esqr in the Honble the East India Companys Service Aged 36 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 19th Day of March 1781 Signified at the Office of Mr Charles Bromley who is Attorney for the Complainant by Bennasing 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 —

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5 [illegible] Deponent [illegible]

[illegible]

[illegible] Deponent [illegible]

[illegible] Deponent [illegible]

6 [illegible]

[illegible] Deponent [illegible]

[illegible] Complainant [illegible]

Deponent [illegible]

[illegible] Deponent [illegible]

[illegible]

[illegible] Deponent [illegible]

[illegible] Complainant [illegible]

[illegible] Deponent [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Read [illegible]

Edw.d [illegible]

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Mayor's Court at Madraspatnam

Tuesday the 8 Day of May Anno Domini 1781.

Present

Benjamin Roebuck Esq.r Mayor

Edward John Holland and Rob.t Hughes

Aldermen

Between James Jourdan of Fort Saint George Esquire Complainant and Henry Du Duy One of the Attornies of this Hon.ble Court Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Complainants Bill, The Defendants Answer The Replication The Rejoinder The Interrogatories And Depositions on the Part of the Defendant 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 & doth Accordingly Order And Decree that the Complainants Bill do Stand Dismissed with Costs

p. Cur

Incd 25 May 1781

To the Hon'ble the May[illegible]
Court at Madraspatna[illegible]

Humbly Complaining [illegible]
Court your Orator William [illegible] of [illegible] Inhabitant
Tumandayoor Vencatachellum pillah of the [illegible] Inhabitant
Indebted unto your Orator in the full and Just Sum of One hundred [illegible]
Pagodas and thirty Eight Fanams Current Money of Madras
Sterling Money of Great Britain at the rate of Eight Shillings
Pagoda the Sum of Sixty four Pounds [illegible] Shillings and [illegible]
or thereabouts as will more fully and at large Appear [illegible]
Annexed for the Inspection of this Hon'ble Court and [illegible]
Order [illegible]
And your Orator further Sheweth [illegible] Hon'ble Court [illegible]
hath frequently and in an Amicable Manner [illegible]
Payment from the Said Tumandayoor Vencatachellum pillah [illegible]
Sum of One hundred and Sixty Pagodas and thirty Eight Fanams [illegible]

But now so it is May it Please Your Hon'ble [illegible]
the Said Tumandayoor Vencatachellum pillah Absolutely [illegible]
and wrongfully Refuses to [illegible] unto your Orator [illegible]
of Satisfaction [illegible] your Orator [illegible]
[illegible]

Tumandayoor Vencatachellum pillah May upon his Corporal Oath full true direct
And perfect Answer Make to all & Every Singular the Matters And things herein
before Setforth And Alledged As fully truly And Effectually to all Intents
And purposes As if the Same where here Again Repeated And particularly
Interrogated and that he May be Decreed to Pay unto your Orator the aforesaid
Sum of One hundred and Sixty Pagodas And thirty Fanams with all Such
Interest as Now is or Shall hereafter become due thereon Also all Costs
of this Suit

May it Please this Hon'ble Court to Cause the Said
Tumandayoor Vencatachellum pilla 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 Hon'ble Court
at a Certain time And Place to be by this Hon'ble Court prefixed And
Appointed then and there to Answer this Your 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

John Sykes
Atty Compl.t

25th May 1781
This Bill was Shewn to Me
in the Days of Adjournment
Let a Summons Issue thereon
Returnable Next Court Day
Benjamin Roebuck
Mayor

(531)

Dr. Sumindayoor Veeratachellee [illegible] Pallah [illegible] Cr.

1781	[illegible]	[illegible]	[illegible]	1781	By [illegible]	[illegible]
		[illegible]	12		By [illegible]	
		Pagodas	12			Pagodas

Fort St. George 27th Aug 1781

E. E. [illegible]

Mayor's Court at Madraspatnam

Tuesday the 4th Sept 1781

Pro Demand [illegible]

Present

Benjamin Roebuck Esqr. Mayor

Edwd. John Holland [illegible] Aldn.

Aldermen

Between [illegible] Complainant

[illegible] Defendant

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The Defendant being in Court and Acknowledging the Justice of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of One hundred and Sixty Pagodas thirty Eight Fanams / Pagodas 160. 38. / together with Such Interest as Now is or Shall hereafter become due thereon until the full Payment is made Also all Costs of this Suit

Per Cur.

Filed 11th Sept 1780

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Maxwell Stone late of Fort Saint George Esqr. by Robert Pott, Jonas Du Pre, Raphael Franco Edwd. Stracey and Edwd. Monckton Esqrs. Trustees for the Said John Maxwell Stone and his Creditors by their Attorney Moses de Castro Thomas Pelling and John De Fries of Fort Saint George Aforesaid Merchants that Daniel Shaw One of the Attorneys of this Honble Court Stands Indebted unto your Orator in the full & Just Sum of three hundred And fifty Pagodas forty Fanams and fifteen Cash Current of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the sum of [illegible] hundred and fifty [illegible] Pagodas [illegible] fanams and [illegible] as appears by an Account hereunto Annexed [illegible] of the Honble Court [illegible] your Orator Prays may be taken as part of this Bill of Complaint And your Orator further sheweth unto this Honble [illegible] frequently and in the amicable Manner Requested [illegible] the said Daniel Shaw of the said sum of three hundred and fifty Pags forty fanams and fifteen cash

But now so it is may it please this Honble Court the said Daniel Shaw Absolutely and wrongfully refuses to pay the same unto your Orator [illegible] Manner of [illegible] tending to the [illegible] Order therefore [illegible] Relief [illegible] this Honble Court shall appear agreeable to Equity and good Conscience [illegible] therefore that the said Daniel Shaw may upon his Corporal Oath true Direct and perfect Answer make to all and Singular the matters hereinbefore set forth and alledged as fully and particularly as if the same were herein again repeated and thereunto interrogated and that the said Daniel [illegible] Decree to [illegible] your Orator the aforesaid [illegible] and fifty Pagodas forty fanams and fifteen cash [illegible]

[illegible]

said Daniel Shaw 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 Prefixed And Appointed then and there to Answer this your Orators Bill of Complaint and further to Stand to and Abide by Such Order And Decree therein as to this Honble Court Shall Seem Meet

John Sykes
Atty Compt

Dr Daniel Shaw in Account Current with John Maxwell Stone C

1772 May	13	To the Amount Principal of your Bond or obligation of this Date after 3 Months to taken Interest at 9 ℘ Cent ℘ Annum	203	21		By Ballance Due	350	40	15
		To Interest on Do from 13 Augt 1772 to the 4th Septr 1780 is 8 years and 20 Days @ 9 ℘ Ct ℘ Annum	147	19	15				
		Pagodas	350	40	15	Pagodas	350	40	15

Madras 4th Septr 1780

E. E.

Moses de Castro
Thos Pelling } Attorneys to the [illegible] of John Maxwell

Mayors Court at Madraspatnam

Tuesday the 24th Sept. Anno Domini 1731

Present

Benjamin Roebuck Esqr. Mayor

Edwd. John Holland and William [illegible]

Aldermen

Between [illegible] late of Fort Saint George [illegible] Complainant and [illegible] the [illegible] Defendant

It Appearing by the Records of this Court [illegible] Defendant [illegible] Complainant [illegible] Bill [illegible] this Court [illegible] the Defendant shall [illegible] Complainant [illegible] Pagodas [illegible]

Filed 23 April 1731

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court unto this Honble Court your Orator Henry Mitchell of Madras Inhabitant that John Terry of the Same Place Inhabitant Stands Indebted unto your Orator the full And Just Sum of Two hundred and Seventy Seven Pagodas Six fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred & And ten Pounds and Seventeen Shillings or thereabouts as will More fully and at large Appear by the Copies of a Bond and an Account Current hereunto Annexed for the Inspection of this Honble Court your Orator Most humbly Desires and prays the same may be Admitted as part of this Your Orators Bill of Complaint And your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested the Payment from the Said John Terry of the Said Sum of Two hundred Seventy Seven Pagodas Six fanams and Seventy Cash.

But now so it is May it Please this Honble Court the Said John Terry 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 John Terry May upon his Corporal Oath full true direct and perfect Answer make to all And Singular the Matters And things herein before Affirmed And Alledged may fully, freely, perfectly And Effectually be [illegible]

And for favour [illegible] Respondent [illegible]

and that the [illegible] be [illegible] to pay unto Your Orator the Aforesaid Sum of

Two hundred Twenty [illegible] Pagodas [illegible]

with all such Interest as [illegible]

And all Costs of this Suit.

May it Please the Worshipful Court [illegible]

Terry to be Summoned and Appear by the Sheriff of the Said [illegible]

Town of Madras [illegible] the Defendant [illegible]

and appear before their Worshipful Court [illegible]

the Worshipful Court [illegible]

[illegible] Costs [illegible]

by [illegible] the Worshipful Court [illegible]

Sum [illegible]

Geo: W: Haissard
Atty for Complt

23d April 1781 —
This Bill was Ordered [illegible]
[illegible] Complaint
[illegible]
Defendant [illegible]
[illegible] the Defendant [illegible]
[illegible] of their Worshipful Court [illegible]

Know All Men by these Presents that I John Terry of Madras am held and firmly bound unto Mr Henry Mitchell of the Same Place in the Penal Sum of Six hundred Star Pagodas Current Money of Madras to the Payment whereof well And truly to be Made to the Said Henry Mitchell his Heirs Executors Administrators or Assigns I do hereby bind Myself My heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Madras aforesaid this Ninth day of January 1781.

Whereas the Above bound John Terry hath borrowed And Received of the above Named Henry Mitchell the full and Just Sum of three hundred Star Pagodas to Run at the Interest at the Rate of Eight per Cent Per Annum Payable on demand.

Now the Condition of this Obligation is Such that if the above bound John Terry his heirs Executors or Administrators or Assigns Shall well and truly Pay or Cause to be Paid unto Henry Mitchell aforesaid his heirs Executors Administrators or Assigns the full And Just Sum of three hundred Star Pagodas together with Such Interest as Shall or may become due thereupon then this Obligation to be void & of no Effect otherwise to Continue in full force and Virtue.

nd Sealed and Delivered
e Stamped Papers to be had in
ence of
Jeremiah Mitchell.

John Terry (LS)

A true Copy
Geo: J: Haissard
Atty Complt

Dr. John Perry [illegible] Henry Aubell Cr.

1781 [illegible]	To [illegible]		By [illegible]	
[illegible]	Do. Do.	300	[illegible]	27[illegible]
	[illegible] 264. 12. [illegible]	5 32 [illegible]		
	Pagodas 3[illegible]		Pagodas	3[illegible]

Madras 2[illegible] April 1781

E. E.

[illegible] Aubell [illegible]

[illegible]

Mayor's Court at Madraspatnam — Tuesday the 5th Day of April Anno Domini 1781

Present

Benjamin Roebuck Esqr. Mayor

Edwd. Saunders and Robt. Garrow

Munro Aldermen

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth think fitt to Order And Decree & doth Accordingly Order And Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Two hundred And Twenty Seven Pagodas Six fanams and Seventy Cash / Pags. 277 . 6 . 70 / together with such Interest as now is or Shall hereafter become due thereon untill full Payment is Made Also all Costs of this Suit.

J. Cier

Filed the 6th. May 1780

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining sheweth unto this Honble Court Your Orator
John Perry of Fort Saint George Merchant that Nellapah of Madras Merchant
Stands Indebted unto your Orator in the full And Just Sum of One hundred and
Twenty Nine Pagodas Current Money of Madras Making in Sterling Money of
of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of
fifty One Pounds And twelve Shillings as will More fully And at large
Appear by a true Copy of an Account hereunto Annexed for the Inspection of this
Honble Court And which Your Orator prays may be Admitted as part of this
your Orators Bill of Complaint And Whereas Your Orator hath frequently
And in an Amicable Manner Requested the Payment from the said

Nellapah

[illegible]

[illegible]

May it Please [illegible]

[illegible]

Bromley

Nellyppaw

Bot. of J. Price

1780 2 Feby	1 Firkin Red Herrings	3 " "
	6 Hhds Porter @ 21 Pas	126 " "
	Pagodas	129 " "

May 1780

E. E. (Signed) John Price

A true Copy

Chas Bromley
Atty Compl.

Filed 20th June 1780

In the Honble the Mayor's
Court at Madraspatnam

The Answer of Nellopah Defendant
to the Bill of Complaint of John Price Compl.

This Defendant Now and at all times hereafter Saving And Reserving unto himself all and All Manner of Benefit And Advantage of Exception to the Many Errors untruths and imperfections in the said Complainants Bill of And the Account thereunto Annexed Contained for Answer thereunto or unto so much thereof as he this Defendant is Advised Materialy Concerns him or which is Necessary that he Should Make Answer unto he this Defendant Answereth and Saith that he Absolutely Denies to Stand indebted unto the Complainant in the Sum of One hundred and twenty Nine Pagodas as falsely Charged in this Bill of Complaint And the Account thereunto Annexed or in Any Sum whatsoever Save and except the Sum of three Pagodas being the Account Charged for One Firkin of Herrings which

[illegible]

Complainant returned this Defendant thanks this Defendant further saith that he did not hear from the Complainant any Matter or thing respecting the same until the Day of May last past when he Came to this Defendant's House and begged of this Defendant to settle the Account of the said George Day with this Defendant Answered [illegible] to insist that he had Nothing to do with the Complainant's Concerns with the said George Day whereupon the Complt went away seemingly dissatisfied and disappointed saying he would try what he could do in this Hon'ble Court

All Which Matters And things this Defendant is ready to aver justify Maintain and prove as this Hon'ble Court shall Order And direct and direct And humbly prays to be hence dismissed with reasonable Costs & Charges in this behalf Most Wrongfully Sustained.

Said to be a True Translation of the
Annexed Answer in a true Malabar
Language by the Court Interpreter

Popham
Atty for Defts

Filed 21st Augt 178[illegible]

The Replication of John Price of Fort St George Inhabitant to the Answer of Nellapah of Madras Dubash

The said Replicant now and at all times hereafter Saving and reserving unto himself All manner of Benefit and Advantage of

[illegible]

Defendants [illegible]

[illegible] Bill of Complaint [illegible]

[illegible]

[illegible]

Answer of the said Defendant [illegible]

in the Case by further Replication the said Replicant says that [illegible]

[illegible] the Defendant [illegible]

[illegible] Sundry Goods and

[illegible] to the said Replicant [illegible]

said Defendant on the [illegible] Day and [illegible] the said Replicant

[illegible] Sundries Annexed to his Bill of Complaint

by the Defendant [illegible] the Defendant

[illegible]

the Replicant Notwithstanding Alledged by the said Defendant [illegible]

Answer to the Contrary the said Replicant further Says [illegible]

this Honble Court [illegible]

Bargain and Sale that the Defendant [illegible]

[illegible] the Defendant [illegible]

in the Month of January and February [illegible] the Defendant

Sundry [illegible]

Assist him in the Disposal of Sundry Articles to George Day the Person Mentioned by the Defendant in his Answer the Amount of was and is Eighty four Pagodas thirty five fanams And forty Cash that Remains to this Day unsatisfied the said George Day whose Effects have been Sequestred by Order of the Honble Court at the instance of Sundry Persons his Creditors the said Replicant further Says that the defendant did Apply to the Replicant on Account of the Several Articles Set forth in the Account Sundries Annexed to the Bill of Complaint and this Application was Made on his the Defendant own Account and on no other persons Account whatever Neither was Any other Person Name Mentioned but that of the Defendant who Received the Several Articles of the Replicant and for which he the Defendant Promised And Undertook to Pay the Replicant Positively Asserting that the said George Day was Not in the least by him the said Replt Considered in the Purchase and Sales of the Sundries he belong totally out of the Question but what the Defendant did Really purchase for And on Account of the said George Day these Articles are Charged to the Account of the said George Day who Remains Debtor to the Replicant for the same the Nature of that Transaction as to the Culpability of it of it by the Means of the said Defendant will Not Admit of Any Alternation as the Replicant has lost his Property as well as the Amount the said Replicant further Says that he was an entire Stranger to the said George Day untill he had been Made Known to him by the Deft who recommended for his the said George Day honesty but the Replicant

Says

[illegible] Defendant [illegible]

[illegible]

[illegible]

All Which Matters and things the Replicant [illegible] Ready to [illegible] Maintain and prove as this Honble Court shall direct And Humbly Prays as in his said Bill of Complaint he hath Already Prayed

Chas Bromley
Atty Repl

[illegible] 1770

The Rejoinder of [illegible]
[illegible] Defendant to the Replication
of the [illegible] Complainant

The said Defendant [illegible] [illegible] all Manner of Benefit and Advantage [illegible] [illegible] of the said Replication [illegible] [illegible] to the Replicant's Bill of Complaint [illegible] [illegible] [illegible] Maintain and Prove [illegible] [illegible] [illegible] this Defendant [illegible] [illegible] [illegible]

Replicant Set forth or in Any other Manner and form whatsoever nor was this Defendant otherwise Concerned in the Transaction wherein the Replicant Settles his Claim than that of this Defendant having at the Request of the Replicant informed him of the Price of Porter as Sold by Captain John Johnson of the Ship Granby and of which Price this Defendant was well informed having been in the Service of the Said John Johnson at the time in manner as Stated by this Defendant in his Said Answer And this Defendant further Says he Neither Vouched for nor undertook on behalf of the said George Day in Any Manner whatsoever Nor had this Defendant Any thing to do with the Mutual Dealings whatever they May have been of the said George Day and the Said Complainant

All Which Matters and things this Defendant is Ready to aver Maintain and Prove in Such Manner and form as this Honble Court Shall direct and is Also Ready And willing to pay the Said Sum of three Pagodas in Manner as this Defendant hath heretofore offered & has he has Stated in his Said Answer And therefore Humbly Prays as before in his Said Answer and he hath Already Prayed

Popham
Atty for Deft

Witnesses
James Holland
Patrick Campbell

Interrogatories to be [illegible] [illegible] [illegible] [illegible] [illegible] Mayors Court [illegible] [illegible] Complainant and [illegible] Defendant [illegible] On the Part and behalf of the [illegible]

Interrog.y
To all the Witnesses } 1st Do you know [illegible] the Parties Complainant and Defendant [illegible] [illegible] [illegible] Declare [illegible]

Same. 2d Do you know [illegible] the Defendant [illegible] [illegible] [illegible] [illegible] the Defendant [illegible] [illegible] [illegible] Declare [illegible]

Same. 3. [illegible] [illegible] [illegible] Complainant and the Defendant [illegible] [illegible] [illegible] [illegible] the Defendant [illegible]

Last
To all the Witnesses } Do you know of any other Matter or thing or have you in Question in this Cause that May tend to the Benefit or Advantage of the Complainant if yea Declare and Set forth the Same And each and every Particular Relative thereto as you know have been informed or do believe with the Reasons of such your said Knowledge Information And belief as fully as if you had been thereto particularly Interrogated

Chas. Bromley
Atty Compl.

Nellypaw
Bot of J. Price

1780		
2 Kegs Tinkin Red Herrings		3. 0. 0
6 Hhds Porter	@ 24 Pag.	126. 0. 0
May 5th 1780	E.E. Pag.	129. 0. 0

John Price

This Paper Writing was Shewn to me James Holland & Patrick Campbell at the time of their Examination before Thos Welch late Examiner in a Cause depending in the Honble the Mayors Court at Madraspatnam wherein John Price is Complainant And Nellapah Defendant the 16th Day of June 1780

Richd Deighton
Exam.

(558)

Mayor's Court at Madraspatnam

Between John [illegible] Inhabitant Complainant And Nellapah [illegible] Defendant

On the Part of the Defendant

Depositions of [illegible] taken in this Cause [illegible] as follows

Mr James Holland [illegible]

[illegible] of the Office of Mr Stephen [illegible]

[illegible] Defendant [illegible]

[illegible] Examined Deposeth as followeth

1st To the first Interrogatory this Deponent Saith that he doth know the Complainant [illegible] in this Cause [illegible] twenty [illegible] the Defendant [illegible] Nellapah [illegible] in this Cause [illegible] And More Saith Not to this Interrogatory

2d To the Second Interrog. this Deponent Saith that he [illegible] between the Complainant and [illegible] Capt. Johnson [illegible] of the Defendant [illegible] the said Defendant [illegible] Complainant [illegible]

(559)

With the Aforementioned Circumstances by being informed by the said Defendant that he had persuaded the Said George Day to take it at the Same Price as Captn Johnson & More Saith Not to this Interrog.

To the third Interrog. this Deponent Saith that he doth know the Porter Mentioned in the Paper Writing Now produced And Shewn to him at this the time of his Examination is true And Just And that it was delivered to the Defendant but this Deponent does Not know Any thing Respecting the Firkins of Red Herrings expressed in the Said Paper Writing and more saith not to this Interrog.

To the last Interrog. this Deponent Saith that he believes the Said Compll would Not have delivered the Porter to George Day if the Defendant in this Cause not assured Captn Johnson that he was a good Man and that he the Defendant should be Answerable for the Amount of this the Said Captn Johnson's Bill on the Said George Day And More Saith Not to this or the last Interrog.

Jas. Holland

Witch
Exam.

Mayor's Court at Madraspatnam

Between John [illegible] Fort St George Inhabitant Complainant and Nellapah of Madras Dubash Defendant

On the Part of the Compll.

Depositions [illegible]

Patrick Campbell [illegible]

[illegible] the [illegible] Day of [illegible]

[illegible] for the Defendant [illegible]

[illegible] of the [illegible] Defendant [illegible]

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 [illegible]

[illegible] the Defendant [illegible]

[illegible] Interrogatory

2 To the Second Interrogatory this Deponent saith [illegible]

the Defendant [illegible] Made a Bargain for [illegible]

[illegible] Hogshead of Porter [illegible]

[illegible] Deponent [illegible]

[illegible]

2 [illegible]

When the Bargain between the Complainant And Defendant was Made for Six Hogsheads of Porter Mentioned in the Paper Writing now Produced And Shewn to him at the time of this Examination And this Deponent Also heard the Complainant Say that he had Sold the Said Defendant a Firkin of Read Herrings but this Deponent does not know Any thing respecting the Delivery of the Said Articles And More Saith Not to this or the last Interrogatory —

Patrick Campbell

Welch
Exam^r

Witnesses
Sawmy
Vudy
Narnah
Morgapah
Tho^s Barrett

Interrogatories to be Administred to Such Witnesses as Shall be Produced Sworn and Examined in a Certain Cause now depending And at issue in the Hon^{ble} the Mayors Court at Madras Betwⁿ Whereon John Pavois the Complainant And Nellapah is Defendant —

On the Part and behalf of the Said Compl^t

To all the Witnesses 1st Do you know the Parties Complainant and Defendant in the title of these Interrogatories Named And do you likewise know George Day late of Madras Merchant If Yes how long have you so known them or Any either and which of them Declare —

Were you or were you not and if Yes when Concerned or in what other Capacity with Captain John Johnson and who or whom else by —

Name

[illegible]

[illegible] 3. [illegible]

And were there or were there Not some others And whom by Name Also in the or in
some other and what Capacity employed by him in Fort St George And was or was
not the Said Complainant then Steward to the Said Captn Johnson were you
or were you Not present at the Delivery to the Said George Day of Several and
how Many Cask or Butts of Porter And Chests of Claret which were Sold
him by the Said Captain Johnson and it or was it Not usual for the Said
Complainant to be at the Godown or warehouse at the time of Such
Delivery and did or did Not the Said Complainant thro' Means thereof
become Acquainted And enter into an Intimacy with the Said George Day
If yea did or did Not the Said Complainant Sell to the Said George
Day some and what Quantity of Porter Cheese And Hams And was or were
not the Said Complainants own Goods did or did Not the Defendant
buy of the Complainant One Firkin of Red Herring for the Sum of
three Pagodas or at what other Price did you or did you not then understand
and do you not Now believe that Such the Complainants sell to the sd
George Day was a dealing or Transaction Merely between themselves
and had you Not then or After Reason to believe And did You Not
know and do or do you Not know believe that the Only immediate
Dealing between the Defendant and the Complainant was
his the Defendants Purchase of the Said Firkin of Herring
Declare

To Hedy 3 Did or did not the said Complainant some time afterwards And when
And to Whom deliver in a Bill for Such Said Herring and leave the same
with

[illegible] Captain Johnson [illegible] that the Defendant [illegible] three Pagodas [illegible] the Defendant [illegible] Complainant [illegible] the Defendant [illegible] George Day [illegible] the said George Day [illegible] the said Complainant [illegible] three Pagodas [illegible] Defendant [illegible] Bill of three Pagodas [illegible] the Complainant [illegible] Captain Johnson [illegible] the said Complainant [illegible]

he Refuse to Accept three Pagodas out of Your hand And tear or destroy the Same in Your presence and in the Presence of whom else did so take And tear the Same have you or have you Not every Reason to believe that the Original purpose of leaving such Bill was in Order that the Defendant would pay or discharge the same and did You or did you Not offer to Effect such purpose by your Offering to pay it Accordingly did or did Not the said George Day fast or in trade happen between the first giving in or leaving such Bill of three Pagodas And the Complainants so taken And tearing the Same and was or was not the Compl^t Charge of Conduct Respecting such three Pagodas consequent thereof or of what els as you know have been informed or have Reason to believe declare to believe with the Reason of such your knowledge Information or belief

To Ramah 4th Have you or have you Not and when been employed by Captain Johnson as Butler or in what other Capacity did you Serve him and was or was not the Complainant Named in the title of these Interrogatorys then Steward to the said Captain Johnson If Yea Did or did Not the Complainant and what purpose leave with you a Certain Bill or Account of upwards of two hundred Pagodas due or appearing to be due to him from George Day late of Madras Merchant for Six Casks or Butts of Porter And for some Cheese & Hams or for some other and what goods and did or did Not the said Compl^t Desire you to Demand the Amount thereof from the said George Day If Yea did you so Demand the Same and if you did what Answer had you from him the said George Day did he or did he not say that he then had no Money and did he or did he Not Promise to Call on the Complainant

next

[illegible]

Affairs or Credit of the said George Day did or did Not such either happen or Become Known between the time of the Complainant so last leaving the said Bill for three Pagodas And which so lastly Calling leaving the same and leaving the same did or did Not the Complainants conduct at Such his lastly Calling for Such Bill And in what instance shew that Some thing Must have happened to have Caused his change of Conduct Respecting Such Bill of three Pagodas And if Yea was or was Not such Change of Conduct owing to the Eventual failure of the said George Day or to what else was the same owing as you know have informed or believe with the Reasons of Your knowledge information and belief Declare—

To Ramah & Morgapah }

5th Did or did not the Complainant about the beginning of May last or when else desire you to Accompany him to the Black Town or to the House of the said Defendant or when else did he Request or desire you to accompany him If yea did you or did You Not go with him Accordingly and did or did not you and the said Complainant then go to the Defendants House and there wait for some and what time for the Defendants home did or did Not the said Defendant about Eight o Clock or about what other hour of Such Night as you and the said Complainant were at the House come home and did or did Not the Complainant and him enter upon the Subject of the said George Day Debt to him if yea did or did not the said Complainant then and there in your Presence and hearing Repeated Requestedly of the said Defendant to Settle the Amount of the said George Day with him and did or did not the said Complainant add as Reasons for so applying to the said Defendant that he the said Defendant that he the Complainant was going to China And did he or did he not urge that he

[illegible]

him promised the Very Sum of Which together with the said three Pagodas the said Compl^t said the Defendant or what Other Sum was it was there or was there Not Any and what been due from the Said George Day to the Complainant at Such time as the Said Bill for three Pagodas was left for the said Defendant to discharge And did or did Not the failure of the said George Day happen between the leaving Such three Pagodas Bill and the Complainants taking back And having the Same declare All you know have been informed of or believe touching the Matters referred to in the Above Interrog^y together with the Reasons of Such your knowledge information And belief

To Tho^s Barrett 6^th. Are you or Are you Not Acquainted with the hand Writing of George Day Named in the first Interrogatory If yea look at the Paper writing Now produced And Shewn to you Marked with the Letter **A**. and purporting or appearing to be a Letter from him the said George Day to Mellapah the Defendant Named in the title of these Interrogatorys bearing date the 28th Day of June 1780 is or is Not such such Letter are you Verily believe in the words And figures thereof And the Name George Day thereunto set or Subscribed all of the Proper hand writing of him the said George Day Declare

Gall 7th Do you know of Any other Matter or things or have you heard or can you Set forth Any thing touching or concerning the Matters in Question that May tend to the benefit and Advantage of the Said Defendant towards and besides what you have been before Interrogated unto If yea declare the Same fully And Particularly Interrogated

Popham
Att^y for Def^t

(570)

[illegible]

[illegible]

[illegible] 20th 1780

[illegible] Day

This Paper Writing was shewn to Thomas Barret at the time of his Examination before me in a Certain Cause depending in the Hon.ble the Mayor's Court at Madraspatnam wherein John Price is Complainant and Nellapah is Defendant this 17th March 1781

Richd Dighton
Exam.r

Mayor's Court at Madraspatnam — Between John Price Complainant And Nellapah Defendant

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

Saurmy of Madras Conicopoly Aged 26 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 23d Day of March 1781 signified at the Office of Mr Chas Bromley who is Attorney for the Complainant by Bumazing 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 Compl.t John Price in this Cause And that he hath so known him twelve Years And doth know the Defendant Nellapah in this Cause and that he hath so known him and doth he doth know George Day in these Interry Named and that he hath so known him One year or thereabouts And more Saith not to this Interrogatory—

To the Second Interry this Deponent Saith that he was Conicopoly

[illegible]

[illegible]

[illegible] the Defendant [illegible]

[illegible] the Defendant [illegible] the Deponent [illegible]

[illegible] the Complainant [illegible] the Defendant [illegible]

Deponent saith [illegible] George Day [illegible] the Complainant

[illegible] the Defendant [illegible] George Day [illegible]

[illegible] and the said George Day [illegible] the Deponent [illegible]

the Deponent [illegible] the Complainant [illegible] George [illegible]

[illegible] the Deponent [illegible]

Day by the Complainant and the Complainant [illegible] said George [illegible]

[illegible] the Deponent [illegible] the Complainant [illegible]

[illegible] and the said George Day [illegible]

Complainant [illegible]

[illegible] the Deponent [illegible]

[illegible] George Day [illegible]

[illegible] the Deponent [illegible]

Mayor's Court at
Madraspatnam

Between John Price Complainant—
And Nellapah Defendant—
On the Part of the Defendant—

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

Vidy of Madras Conicopoly Aged 23 Years or thereabouts being Produced as a Witness in this on the Part of the Defendant was on the 2d Day of March 1781 Signified at the Office of Mr Charles Bromley who is Attorney for the Complainant by Veramang 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 John Price in this Cause And that he hath so known him 12 Months and doth he doth know the Defendant Nellapah in this Cause and that he doth know them 6 Years and Doth he doth Know George Day in this Interry Named and doth he hath so Known him 12 Months And More saith not to this Interry.

3d .... To the third Interrogatory this Deponent Saith that himself Soumy Vencatachelam And Shum Mogoray employed in the Capacities of Conicopolys by Captn Johnson in Fort Saint George and the Complainant in this Interry named was Steward at that time to the said Captain Johnson And this Deponent was Present at the Delivery of about fifty or Sixty Casks of Porter and Seventy or Eight Chests of Claret to the said George Day sold to him by the said Captn Johnson and that he was sent for the Complainant in this Interry Named to Attend at the Godown and to be Present at [illegible] Complainant [illegible] Deponent [illegible]

[illegible] George Day [illegible] Bills [illegible]

[illegible] Deponent [illegible]

[illegible] Complainant [illegible] Defendant [illegible]

[illegible] three Pagodas [illegible] Deponent [illegible]

[illegible] Complainant [illegible]

[illegible]

the Complainant and the Defendant [illegible]

[illegible] Bills [illegible]

3d [illegible] Deponent [illegible] the Complainant [illegible]

[illegible]

[illegible]

[illegible] said Bill [illegible]

[illegible] said Bill [illegible]

this Deponent [illegible]

[illegible] said Bill [illegible] Complainant [illegible]

[illegible] George Day [illegible]

[illegible] Defendant [illegible] Complainant [illegible]

[illegible] Defendant [illegible]

[illegible] George Day [illegible] Defendant

[illegible] Complainant [illegible] George Day [illegible]

[illegible] Defendant [illegible]

of three Pagodas [illegible] Defendant

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of said Bill and he did Order this Defendant to Pay it Accordingly and the Complt did in the Course of about Seven or Eight Days call on this Defendant for said Bill and he did According to the Defendants Order offer the Complainant Payment of the of three Pagodas and he did Refuse the Same And took the Bill for this Defts hands and distroyed it in the Presence of this Deponent but no one else that he Recollects except Some of the Servants who Might be walking in and out on their Business and this Deponent Saith that during the time said Bill Remained in this Deponen hands that John Price told Several of his friends that said George Day had absconded on account of John Price having Sued said George Day in the Honble the Mayors Court and that he had Not Received for the Amount of Goods sold to the Said George Day and that he expected to go to the Choultry and be able to Recover this Money from said George Day and More saith not to this or the last Interrogatory

Richd Leighton
Examr

Mayors Court at Madraspatnam

Between John Price Complainant and Nillapah Defendant

On the Part of the Defendant

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

Ramah of Madras Dubash Aged 34 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the Second Day of March 1781 Examined at the Office of Mr Charles Bromley who is Attorney for the Complt by Borrowing [illegible] of the [illegible]

of [illegible] of the said Deponent [illegible] said George Day being [illegible]

[illegible] Defendant aforesaid

4th To the [illegible] Interrogatory this Deponent saith that he did [illegible]

[illegible]

Defendant [illegible]

[illegible] George Day [illegible] Dubash of [illegible]

[illegible]

[illegible] to this Interrogatory.

5th To the [illegible] Interrogatory this Deponent saith that he did [illegible]

[illegible] Month of [illegible]

[illegible] Deponent [illegible]

[illegible] Deponent [illegible]

Captain Johnson and this Deponent saith [illegible] Complainant [illegible]

[illegible] a Bill of [illegible]

[illegible] George Day [illegible] for [illegible]

[illegible] George Day [illegible]

[illegible] this Deponent [illegible]

George Day and this Deponent [illegible] Defendant [illegible]

George Day [illegible] this Deponent [illegible]

[illegible] the said Complainant [illegible]

[illegible] and the said George Day [illegible]

Business but he did Not hear the said George Day at this time promised Payment to the Complainant of said Bill as aforesaid demanded by this Deponent and this Deponent saith that the Complainant gave him a Bill to the Amount of three Pagodas for Red Herrings on the Defendant who was at that time Dubash to Captn. Johnson and this Deponent saith that there was no circumstance at the time said Complainant gave him the Bill of three Pagodas to demand of the Defendant that Could Induce him to think that the Defendant was any farther indebted to the Complainant and that the Porter and Cheese for which this Deponent by desire of the Complainant had demanded Payment of the said George Day was delivered And in Possession of the said George Day before he Issued the said Bill of three Pagodas on the Defendant and that he could not find the Defendant for three Pagodas therefore the Complainant was angry and took the Bill from this Deponent and went to the Conicopoly and three Days After the Conicopoly offered to Pay the same and the Compt. said he did Not want it and destroyed the Bill and this Deponent saith that he doth know of any Cause for the Complainant so destroying said Bill but that it was at that time known and talked of amongst the Servants belonging to Captn. Johnson that the said Johnson was going to Sue in the Honble. the Mayor's Court for a large Sum of Money which it was thought George Day would Not be Able to Pay and More Saith not to this Interrogy.

To the fifth Interrogatory this Deponent Saith that the Complainant About the Beginning of May last sent him to the House of the Deft.

in the Black Town and this Deponent did accordingly accompany the

the Defendant thereon in the Black Town and then and there [illegible]

Eighty [illegible] when the Defendant came home and the Complainant

upon the Subject of the Bill [illegible] from the said George Day and the

[illegible] the Defendant to take the same upon him [illegible]

said George Day that he said [illegible] for [illegible] the Def

[illegible] Bill [illegible] Directly and he

not be able to [illegible] the same but that then and there [illegible] the Depo

[illegible] the said Bill and then and there [illegible]

and [illegible] offered to him said Bill and that he should [illegible]

of [illegible] upon the Defendant [illegible]

Money of the said George Day and [illegible]

and [illegible] the Complainant [illegible]

[illegible] Deponent [illegible]

for [illegible] and the Complainant [illegible]

Distance of Six feet from the Defendant's Door [illegible] the Money

[illegible] the Middle [illegible]

Dollars [illegible] the Complainant [illegible] the Deponent

that he thought he should lose his Money on the Affair and the Dep

did not know for what Sum the Complainant [illegible]

[illegible] but that the said Bill [illegible] of George Day

Pagodas on the Defendant and the failure of George Day talked of for several Days about that time And More saith Nott to this or the last Interrogatory

Rob.^d Dighton

Exam.^d

Mayor's Court at Madraspatnam

Between John Price Complainant
And Nellapah Defendant
On the Part of the Defendant

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

Margapah of Madras Conicopoly Aged 36 years or thereabouts being Produced a Witness in this Cause in the Part of the Defendant was on the 3^d Day of March 1731 Signified at the of. M^r Charles Bromley who is Attorney for the Complainant by Bermaseng My Servant [illegible] 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^st ...... To the first Interrogatory this Deponent Saith that he doth know the Complainant John Price in this Cause And that he hath so known him One year and doth he doth know the Defendant Nellapah in this Cause and that he hath so known him from his Infancy and that he hath so known George Day of Madras Merchant Ten years and more Saith Nott to this Interrogatory—

5^th ...... To the fifth Interrog^y this Deponent Saith that he knew a Nellapah [illegible] Some time in the Month of May last about Eight o Clock in the [illegible] and Complainant Came to the Defendant [illegible] And [illegible] and afterwards the Defendant [illegible] and the Compl[illegible] [illegible] of George Day's Bill due to him and [illegible] would discharge the same [illegible] upon [illegible] demanded upon the Defendant [illegible] the George Day [illegible] with this Deponent [illegible] to him any of Deponent [illegible] of Eighty [illegible] the [illegible] Defendant [illegible] that he had No Money of the said Georg[e] [illegible] Day [illegible] Bill and asked the Complainant [illegible] he had [illegible] Pagodas [illegible] Complainant [illegible] Some time Ago and [illegible] And the Complainant [illegible] a little distance from [illegible] Door of the Defendant [illegible] of the Mayor's Court [illegible] to Pay him and [illegible] the Complainant declared to [illegible] Ramah Butler and this Deponent Saith that Ramah told him that [illegible] had Demanded a Bill from the Complainant George Day for Pag[odas] for Some [illegible] and [illegible] for [illegible] Speak to the Compl[ainant] [illegible] and afterwards [illegible] Day of the Mo[nth] [illegible] And the Complainant and Nellapah [illegible] Court for [illegible] Pagodas [illegible] Debt to George Day [illegible] for the [illegible] Deponent Saith [illegible] to the last Interrogatory

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Mayor's Court at
Madraspatnam

Between John Price Complainant
And Nellapah Defendant
On the Part of the Defendant

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

Thomas Barrett of Madras Merchant Aged 27 Years being Produced as a Witness in this Cause on the Part of the Defendant was on the 17 Day of March 1781 Signified at the Office of Mr Charles Bromley who is Att[orne]y for the Complainant by Bimasing 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 Interry this Deponent Saith that he doth know the Complainant John Price in this Cause and doth he doth know the Defendant Nellapah in this Cause and that he hath so Known him Eight Years and doth he doth know George Day in this Interry Named And that he doth know him four Years And More Saith Not to this Interrogatory

To the Sixth Interry this Deponent Saith that he is Acquainted with the Manner And hand Writing of George Day named in the first Interry and this Deponent further Saith on shewing And producing to him at this the time of his Examination the Paper writing Marked with the letter A and purporting a Letter from the said George Day to Nellapah the Defendant … of the Interrogatories bearing date the Twentyeth June 17… [illegible] that the said Letter with the Name George … [illegible] Read … [illegible] of the [illegible] of this said Day that [illegible] to [illegible] on the last Interrogatory

Rich.d Dighton
Exam.r

Tho.s F. Barrett

Mayors Court at Tuesday the 2… Day of …
Madraspatnam Anno Domini …

Present

Benjamin Roebuck Esq.r Mayor
Edw.d John Holland and Will.m Webb …
Aldermen

Between … of Fort St George Merchant Complainant and … of Madras Merchant Defendant

This Cause Coming on to be heard and Decreed this day in the Presence of the Attornies on both sides on reading the [illegible] Between the Copy of an Account Annexed the Defendants Answer …

Depositions on the Part of the Defendant with An Exhibit Annexed 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 Def.t Shall Pay unto the Complainant the full And Just Sum of Three Pagodas (Pag.s 3 " ") and it is further Order And Decreed that the Complainants do pay all Costs of this Suit.

J. Clk

11th June 1781.

To the Hon.ble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court your Orator Thundalum Ponnaudy by his Attorney Robert Hughes of Fort Saint George Merchant that Candapah Moodelly of Madras Inhabitant Stands Justly And truly indebted unto Your Orator in the full And Just Sum of four hundred and thirty two Pagodas thirty Nine fanams and fifty Cash Current Money of Madras Making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Seventy three Pounds three Shillings And Sixpence being the Ballance of an Account Current Arising on a Cadjan Mortgage Bond or writing Obligatory bearing date the

Twenty first day of November 1780 your Orator Lent and Advanced unto the said
Candapah Moodelly [illegible] and the said Amount the
[illegible] as Aforementioned together with Interest [illegible]
[illegible] for the information of this Hon'ble Court and [illegible]
[illegible] by the Schedule annexed to this your Orator's Bill of Complaint
[illegible] your Orator hath frequently [illegible] and demanded the
Repeated Payment from the said Candapah Moodelly of the said [illegible]
hundred and thirty two Pagodas [illegible]

But now so it is and May it Please this Hon'ble
the said Candapah Moodelly Ultimately [illegible]
the same [illegible]
Premises your Orator [illegible]
Hon'ble Court shall Appear Agreeable to Equity and Good
To the End therefore that the said Candapah Moodelly may
his Corporal Oath full true direct and Perfect Answer Make to
And Singular the Matters and things herein before Set forth
as fully truly and Effectually to all Intents and purposes
[illegible] herein again Repeated and particularly interrogated
[illegible] be Decreed to Repay unto your Orator the Sum of
Four hundred and thirty two Pagodas [illegible]
[illegible] together with all such Interest [illegible]

Candapa Moodelly 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
Hon'ble Court at a Certain time and Place to be by this Hon'ble Court Court prefixed
And Appointed then And there to Answer this Your Orator's Bill of Complaint
And further to Stand to Stand abide by Such Order And Decree thereon as to this Hon'ble
Court shall Seem Meet —

Chas Bromley
Atty Compl

Translation of a Cadjan Mortgage Obligation Dated the 25th of Nov.
1780 —

I Candapah Moodelly Son of Podtoor Ayngapah Moodely of Madras
do give this Mortgage Obligation to Thandavan Poona Teddy of Jolawanalla
Cast of the Same Place that is to Say —

On my Urgent Occasion I have Mortgage the Bill of Sale of My
House which is Situated in Tettaiarah Caroopah Moodelly Street And
between the Houses of Caroopanah Moodelly and Davandapankam Ammeapah
Moodelly and Borrowed And Rec'd of You the Sum of (405) four Hundred and
five Star Pagodas Current Money of Madras which Sum I promise to pay
on or before the 26th of February One thousand Seven hundred and Eighty One
with Such Interest as May become due thereon at the Rate of 12 ₱ Cent ₱ Ann.
in the fault of the said Payment then Shall Sue in the Court and Sell the said
Mortgage Premises and discharge the said Sum with the Interest on Demand
This I do give this Mortgage Obligation by My Consent Witness

Sydaporam

[illegible] Candapah . [illegible] Dewan [illegible]

(Signed) Pottee Candapah

Witnesses Signed
Ramiapen
Andiapen

A True Translation [illegible] from the
Malabar Language by [illegible] Court Interpreter

Chas Bromley

Dr. Candapah . Moodelly in Acct Current with Thundalum Poonaraddy Cr.

1780 Novr 21	To the Amount of [illegible] Bond of Thundalum [illegible] from 21st Novr 1780 to 18th June 1781 [illegible]	405 — —	1781 June 18	By Ballance due	432 39 56
		27 39 56			
	Pagodas	432 39 56		Pagodas	432 39 56

Madras 18th June 1781

E. E.

To all People to Whom these Presents Shall Come Greeting Whereas Candapah . Moodelly of Madras Inhabitant on the Ballance of an Account Current bearing date the 18th day of June 1781 arising upon a Cadjan Mortgage Bond given and granted by the said Candapah . Moodelly unto Thundalum Poonarady of the Said place Inhabitant bearing date the 21st of November 1780 Stands indebted unto the said Thundalum Poonarady in the Sum of 432 Pagodas thirty Nine fanams and fifty Six Cash Current Money of Madras Now Know ye that the said Thundalum Poonaraddy for Valuable Consideration to him in And paid by Robert Hughes Also of Fort Saint George Merchant at or before the Sealing and delivery of these Presents the Receipts whereof he the said Thundalum Poonarady Doth hereby Acknowledge the said Thundalum Poonarady hath Assigned and Setover And by these Presents doth Assign And Setover unto the said Robt Hughes the said Account Current and Mortgage Bond and the Money or Amount Principal and Interest thereupon due And owing and which May become due thereon and all his Right And Interest of in and to the same and every part thereof & the Said Thundalum Poonarady for Consideration aforesaid hath made Constituted And Appointed and by these Presents doth Make Constitute Appoint the Said Robt Hughes his Executors and Administrators his true And lawfull Attorney and Attornies Irrevocable for him and his Name And Names of his Executors and Administrators for the Sole And Proper Use and Benefit of the Said Robt Hughes his Executors Administrators but for the Sole and proper Use And Benefit of the said Robt Hughes his Executors Administrators and Assigns [illegible]

Sums of [illegible] and Condaspah Moodelly his Heirs Executors and Administrators

Moneys then due and become due under and by virtue of the said Mortgage

and in case of Payment thereof the said Robt Hughes his Heirs Executors

and Administrators to [illegible] and Assigns the same and Deeds thereof

[illegible] of the said [illegible] And the said Mortgage Bond

give sufficient Releases and Discharges thereof And I do hereby ratify

Attorney and hereby Constitute [illegible] the said Robt

Hughes or his Attorney made him Shall lawfully do in the Premises

the said Thundaloon Poonengy doth hereby And Affirm and the

said Thundaloon Poonengy doth covenant with the said Robt Hughes

that the said Thundaloon had not received all or any the

Moneys due on the said Mortgage Bond or any Part thereof

nor Release of all lawfull Proceedings for the Recovery thereof

the said Robt Hughes doing the said Thundaloon Poonengy

harmless from Any Costs that may happen to him the

In Witness whereof the said Thundaloon Poonengy hath

hereunto Set his Hand and Seal in Madras this 11th Day of

June 1781 —

[illegible]

Signed Sealed and Delivered

in the Presence of

Mayor's Court at Madraspatnam

Tuesday the 26th Day of June Anno Domini 1781

Present

Benjamin Roebuck Esqr. Mayor

Edwd. John Holland and Willm Webb

Aldermen

Between Thundaloon Poonengy by his Attorney Robert Hughes of Fort St. George Merchant Complainant and Condaspah Moodelly of the same Inhabitant

Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand. This Court doth think fit to Order And Decree and doth Accordingly Order And Decree that the Defendant shall pay unto the Complainant the full And Just Sum of four hundred and thirty two Pagodas thirty Nine fanams fifty Cash (Pags 432.39.50) together with all such Interest as is now or shall hereafter become due thereon untill full Payment is made Also all Costs of this Suit

J. Horn

Exhib^d 11th May 1780.

To the Hon^ble the Mayor's

Court at Madraspatnam

Humbly Complaining Sheweth unto [illegible]

your Orator Richard Stanford of [illegible] that William Russell

of the same Place [illegible] unto your Orator [illegible]

[illegible] of Twenty six Pagodas twenty two fanams [illegible]

[illegible] at the Rate of Eight

[illegible] the Sum of [illegible] Pounds and twenty Shillings [illegible]

as will More fully and at large Appear [illegible]

for the Inspection of this Hon^ble Court and which Your Orator prays

may be taken as part of this his Bill of Complaint and [illegible]

[illegible] Sheweth unto this Hon^ble Court that he hath frequently and in

[illegible] payment from the said William Russell of the

said Sum of Twenty six Pagodas and twenty two fanams.

But now will it May it Please this Hon^ble Court

[illegible] William Russell [illegible]

[illegible]

[illegible] this Hon^ble Court [illegible]

[illegible] To the End that

the said William Russell [illegible]

[illegible]

[illegible]

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Payunto your Orator the aforesaid Sum of Twenty Six Pag^s and twenty two Fanams with all Such Interest as Now is or Shall hereafter become due thereon also all Costs of this Suit. May it Please this Hon^ble Court to Cause the said William Russell to be Summoned And Required by the Sheriff of Fort S^t George Town of Madraspatnam And the Districts thereof Personally to be And Appear before this Hon^ble Court prefixed And Appointed then And there to Answer this your Orators Bill of Complaint and further to Stand to and abide by Such Order And Decree thereon as to this Hon^ble Court shall Seem Meet.

John Sykes

Att^y Compl^t

11th May 1780

This Bill was Shewn to me between the Days of Adjournment the Complain^t having Sworn to the justness of his Demand and that he hath Reason to believe the Defendant will depart from the Jurisdictions of this Hon^ble Court therefore let Summons Issue Returnable Immediately and Warrant of Arrest

Edw^d John Holland

Mayor

D^r William Russell in Account with Richard Stanford C^r

1779 Nov^r	1^st	To the Amount of your Bills for Liquors and Sundries &c as per Account particulars	41			By Cash Received in Part	15	
						By Balance due	26	22
		Pagodas	41	22		Pagodas	41	22

Madras 11 June 1780

Honble Court According to the Course Usual and Condition of
[illegible] Charter [illegible] Respecting the Execution of [illegible]
the Station of Madras the Honble the Mayor's Court and the
your Orator [illegible] in an Unavoidable Manner by the
Payment of the Said Sum of Five hundred and four Pagodas from
Said Cheely Chengleroy Nodelliar

Balance will [illegible] the Honble Court [illegible]
Cheely Chengleroy Nodelliar [illegible]
the same [illegible] your Orator [illegible] Manner of Satisfaction touching
touching the Premises your Orator therefore [illegible]
as to this Honble Court shall Appear Agreeable to Equity and good
Conscience to the End therefore that the said Cheely Chengleroy
Nodelliar [illegible] Corporal Oath full true direct and perfect
Answer make to all and Singular the Matters and things herein
before Expressed and Alleged as fully truly And Effectually to all
Intents and Purposes as if the same were herein again Repeated and
Particularly Interrogated and that he May be Decreed to Pay unto your Orator
the Aforesaid Sum of Five hundred and four Pagodas together with
the Interest [illegible] Shall hereafter become due [illegible]
Costs of this Suit.

May it Please the Honble Court to Grant [illegible]
Cheely Chengleroy Nodelliar to be Summoned and Appear [illegible]
Shall [illegible]

Certain time And Place to be by this Honble Court Prefixed And Appointed
then And there to Answer this your Orators Bill of Compl.t and further
to Stand to And abide by Such Order And Decree therein as to this Honble
Court Shall Seem Meet

W Dupuy
Atty Compl.t

Dated 10th September 1781

I Cheely Chengleroy Nodelliar Do give this Mortgage Bond
to Sunca Chinah Kistnahmah Chitty on an Urgent Occasion I have Mortgaged
My Dwelling House and Ground Situated at Cheoly on the South
Side to the House of Nellapah Maradi on the North Side Shane Berriand and
Received of him the full And Just Sum of 1205 Pagodas Current Money of Madras
which Sum I Promise to Pay on or before the 10th of February 1781 with Interest at
the Rate of 12 P Cent Drawn this by [illegible] by My Consent and the
[illegible] and According to the time herein
aforesaid Sum of Money shall Not be [illegible] Under the Mayors Court
Specified I give you liberty to Sue me [illegible]
and to put it up to Sale at Outcry and thereby Discharge Your Debt
with Interest

Signed [illegible]

Witnesses Signed
Madah Jangamah Chitty
and Trunavarry

A true Translation as Near as Can be from Original Jentoo
Language

W Dupuy
Atty pl

(546)

Mayor's Court at Madraspatnam Tuesday ye 3d Day of July Anno Domini 1711

Present

Mr James Call Senior Alderman

Edwd Saunders and Robt Duncan Aldermen

Alderman

Between [illegible] Complainant [illegible] Defendant

The Defendant being in Court and acknowledging [illegible] of the Complt [illegible] Demand. This Court [illegible] Defendant [illegible] unto the Complt [illegible] the sum of Two hundred and [illegible] Pagodas [illegible] 215 — [illegible] together with all lawful Interest [illegible] shall hereafter become due [illegible] all Costs of this Suit

J. Carr