VOL NO: 46 C

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Volume III
Vide III

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yors Court at Madrasspatnam.

Between Rahall Condul Saick &
Merrey Antonio de Costa of Madras
Inhabitant Complainant and Tarya
Chilly of the same place Inhabitant
Defendants

On the part of the Complainant

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

baboody Moodelly of Madras Merchant aged 47 years or thereabou
produced as a Witness in this Cause on the part of the Complainant was on
Day of November 1783 Signified at the Office of Mr Stephen Popham Atto
Defendant by Summons my Servant who also left there a Note of the Ho
and place of abode of the said Deponent and afterwards on the same Day
Sworn and Examined Deposeth as followeth.—

To the First Interrogatory this Deponent saith that he doth k
the Complainant Rahal Condal Saick in this Cause, and that
saith he knows him fifteen or Twenty years and that he doth not
the Defendant Tarya Chilly in this Cause but he hath seen hi
at the Government House— and more saith not to this Interrogato

To the Fourteen Interrogatory this Deponent saith that he was one D
at the Government House when Coraporam Pierce this Deponent an
Narain Pillah and Pillambee Saick to settle a Dispute about Co
are Dealt on a Sale of Tea between the Complainant and Defe
and this Deponent saith that he and the said Persons after enq
into the Particulars found that the Complainant had acted as D

(760)

Ordered the Defendant to pay the Costs to which the Defendant
agreed and at the same time the Defendant and the Complainant
respecting the Profits arising on the Sale of said Rice and the
saith, on producing and shewing to him at the time of his
Examination the Paper Writing Marked with the Letter B
he doth not read English and that he doth not understand it
more saith not to this or the last Interrogatory —

Richd Dighton

Exam.

Mayors Court at Madraspatnam

Between Rahmut Ommut Saib
Esr. Attorney Inhabitant de Cole of
Madras Inhabitant Complainant
Temporarily Resident of the same
Inhabitant Defendant

Depositions of Witnesses taken on the Cause by and before
Examined in this Court as follows th

Peramboo Saick of Madras Head Inhabit Aged 37 Years or thereabouts
being produced as a Witness on this Cause On Behalf of the Complainant was
31st Day of October 1780 Sworn at the Office of Mr Hyder Esqr Attorney
Attorney for the Defendant by Examining Interpreter who also first
the Name Title and Place of abode of the said Deponent and Witness on the
Day being Sworn and Examined Deposeth as follows th
1st

To the first Interrogatory this Deponent saith that
the Complainant Rahmut
he has

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he Saith he knows from Seven or Eight years - and more saith not to this
Interrogatory —

To the fourth Interrogatory this Deponent saith, that he doth know
of the Matters and things relating to the Matters in Question in
this Cause, and this Deponent saith that the Dispute relative to the Profits
and Brokerage on Rice was by the Consent of the Parties in this Cause
referred to the Arbitration of this Deponent and Narrain Pillah and
Soobaboody Moodelly and this Deponent saith that after hearing the
Matter in Dispute from both Parties this Deponent and the other
did give an Award to which the Parties Agree to abide and the Defendant
went himself and told Verah Permall who had Orders there —
Persons to Arbitrate this Matter that he agree to their Verbal Award
and this Deponent saith on producing and Shewing to him at this
the time of his Examination the Paper Writing marked with the Letter
B purporting to be an Account Current between the said Complainant
and Defendant that such Paper Writing is made out Corpo-
rate and Defendant that such Paper Writing is made out Corpo-
rate and Defendant that such Paper Writing is made out Corpo-
rate

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Interrogatories to be Administered [illegible]
[illegible] as shall be produced Sworn and
Examined on the Behalf of the Complainant
and at [illegible] on the Twelfth day of March
Madrespatnam between Rachael Coutt
Saith by his Attorney Ambroise de Billy
Matheus Inhabitant of Pondicherry and
Sergeant Chilly of Mahomes afore-
Inhabitant is Defendant

On the part of the Defendant

To all the Witnesses. 1st Do You know the Parties Complainant and Defendant in this Suit, do these Interrogatories examine or either of them. If you know them, or either, and which of them. Declare

Goorooriada Chitty Soobramoniyulay Berry Soliam Candapiah Venakachellum Narray anah Ten-catarayah

2nd Do You know or do You not know whether the Complainant was or was not Concerned in the Month of January last past in the Sale of any and what Quantity of Rice to Mr Samuel Troutback and whether such Rice was or was not purchased of Mr Marcellino Joaquim Ramathibi by the means of Mr Anthony Frederick Frank the whole of the Matter according to the best of your Knowledge Remembrance and belief fully and particularly Declare.

Mr Anthony Frederick Frank

3rd Did you or did you not as Agent to Marcellino Joaquim Ramathibi or any other and in what Capacity Sell or Deliver to Mr Samuel Troutback of Rice and if you have remark to Mr and to whom at the

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any other and whom Employed as Dubash or Broker in the Purchase and Sale of the said Rice between you and the said Samuel Troutback and whether you did or did not receive an Earnest of the said Samuel Troutback or any other and what Earnest and of whom at the time of the Bargain for the said purchase and Sale of Rice or any other and at what time and place did you or any other for you or how accept and receive the said Earnest And did or did not the said Samuel Troutback desire to know of you or any other and of whom at the same time if there were any Dubash or Dubashes concerned in the said Sale and Purchase of the Rice as aforesaid either as Broker or otherwise And did you or did you not tell the said Samuel Troutback that there were none Concerned in the business besides yourself and him and how and in what manner did you so specify the same to him or any other and to whom And did you or did you not further at that time or any other and what time, that there were no other Custom Charges Expences or Brokerage due and except the said rate of One hundred and Eighty Pagodas per Garce aforesaid or any other and what did you tell him And do you know or do you not know the Paper Writing now produced and Shewn to you at this the time of your Examination marked Letter A. If you do or do not of your own Character or Hand Writing or any other and whose Hand and is or is not the Signature thereunto set and Subscribed M J Ramathibi of the said Marcellino Joaquim Ramathibi's own Signature and Hand Writing and whether you

Intimating his uncaurefs towards the Complainant during the Dependancy
in this Cause for Customs, when the same was never agreed upon at the sale
and purchase of the said Rice or what other Conversation passed between
you and the said Samuel Troutback concerning the Matter now in
Dispute between the Complainant and Defendant the whole of the
Matter according to the best of your knowledge Remembrance and belief to-
gether with the reasons of such your knowledge and belief Declare as also
the time when and the place where the said Matter or any of them happened

Mr. Samuel Troutback } 4. Did you or did you not purchase of Mr. Anthony Frederick
Franck among other, and of whom as Agent to Marcellino Jaques
Ramachick or to any other and to whom One Thousand Two hundred
and Twenty Six Bags of Rice, or any other, and what Number of
Bags for the Sum of three thousand Four Hundred and Twenty
Nine Pagodas Nineteen fanams and Sixty Seven Cash or any
other and what Sum, and was the Complainant or was he not
Employed as Dubash or Broker in the Sale and Purchase of the
said Rice between you and the said Anthony Frederick Franck
and did you or did you not ask the said Anthony Frederick Franck
if there were any Dubash to your Knowledge concerned in the said
Business, and did he or did he not tell you that there were none
adding at the same time or any other, and what time that there were none
Charges Customs or Expenses more than the One Hundred and Eighty
Pagodas per Gunea or any other and what Sum agreed upon respecting
Did the Defendant or did he not by your Order
or whose Orders would

or does he not still Stand Indebted to you on the said Account, or any
other and what Account in the Sum of Twenty Eight Pagodas forty
fanams and Sixty Cash or any other and what Sum, and for what
Number of Bags - And do you know or do you not know if the
Defendant had any and what Concerns further in the said Sale
and Purchase of Rice, more than as Writer or any other and in what
Capacity to yourself, and to whom in the said Business - And did you or do
you not at the time of the Sale and Purchase of the said Rice or any
other, and at what time and place give the said Anthony Frederick
Franck an Earnest to Bind the said Bargain, and what was the
Earnest so given and received - And did you or did you not pay
the said Anthony Frederick Franck the said Amount purchase
of the said Rice or any other and what Amount, and in how
many Payments the whole of these Matters according to the best
of your Knowledge Remembrance and belief together with the
Reasons of such your knowledge and belief and also the Place
and time as near as you can recollect Declare

Goorrada Chilly Soobra money Salary Curry Poliaur Cundapa Narrayana Vatuska Chilly and Venatachelum

5th Do you know or do you not know of Mr. Anthony
Frederick Franck acted in the Place and Capacity of Agent
or any other and what Capacity to any Marcellino Jaques
Ramachick Merch. Madras and late of Calcutta Merchant
and did he act in that Capacity sell any and what quantity
or Number of Bags of Rice to one Samuel Troutback or any

Sale and Purchase of the said Rice and of you what Consideration or was the Complainant or was he not present at the Sale and Purchase of the said Rice and was there or was there not any and what Cowle given at the time of the Bargain for the Sale and Purchase of the said Rice and by whome was the same given and Produced or is or is not the Rice now Produced and shown to you at the time of your Examination marked Letter B. the Cowle Delivered to bind the said Bargain—

Vadasa Chilly Soo-brarroya Pilly Goorve-nada Chilly

6.th Did the Complainant or did he not on or about the Month of January last past or at any other and what time receive any and what Quantity of Rice of the Defendant or any other and of whom, and whether on his the Defendants own Account or any other and, whose Account Tell he so knows the said Rice from the Defendant and Did the Defendant or did he not in the said or any other and what manner Weigh and Measure the same to others and to whom in Particular by their Name and Surnames all of the said Parchaus Rice with the Number of Bags to each Person and on whose Account same they so Sold and Delivered as aforesaid Before.th And did he the Complainant or did he not pay the whole or any and what part of the Cowle Money of the Rice so bought and Delivered to know If you be whom and on whose Account did he Pay for the same and Do you or Do you not know

as aforesaid and can you or can you not tell whether Samuel Frontback was or was not the absolute Proprietor of the said Rice and Did or did not the Defendant act as Servant or Writer to the said Samuel Frontback or how and in what light or shape did he appear unto you to be concerned therein And Do you know or Do you not know what is the usual Custom or Brokerage paid by the Black Merchants and Bazar Men at Madras in the Purchase of Rice and whether the European Merchants do pay the same or not, or any other and what Custom or Brokerage the whole of these Matters according to the best of your knowledge—

Goorvenada Chilly, Soobra-manua Pilly, Chungeroy Pilly, Valava Chilly and Checkly Pully

7.th Do you or Do not know whether the Complainant or whether any of Servants of the said Samuel Frontback or who else sold to any Persons and whom and at what Price any and what Part of the said Rice so Purchased by the said Samuel Frontback of the said Marcellino Jaques Ramathek—

Soobramania Pilly and Goorvandah Chilly

8.th Do you know or do you not know of the said Samuel Frontback made any and what Profit upon every Garce or Bagg of the said Rice so Purchased of the said Marcellino Jaques Ramathek Did such profit ever Amount to the Sum of Three Pagodas per Bag the whole of these Matters according to the best of your knowledge and belief together with the Reasons of such your knowledge and belief fully and Particularly Declare

Soobramanya Pilly

9.th Did the Defendant or did he not with one Goorvenada Chilly or any other and whom ever go to the said Anthony Frederick Franck towards offering him or any other and to whom and what Offers in the Matter now in Dispute between the Complain-

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James Stringer 10.th Did you or did you not Purchase of one Marcellus Jagoe Ramathek or any part of whom in the Month of January last past or the day and what [illegible] Sundry Bags of Rice which he the said

[illegible]

[illegible] 10.th Did you or did you not Purchase of one Marcellus Jagoe Ramathek or any part of whom in the Month of January last past or the day and what [illegible] Sundry Bags of Rice which he the said

[illegible]

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A

Mr Samuel Troubach Dr

To 1226 Bags of Rice Hingkong 191786 Cs reckoning to every Garce
9256 Ps Cs is 20 Ps Garce 6 Ps Marcals 5 Measures 180 Star Pagodas p Garce
is Pagodas 3729. 19. 67.

Received in part 1800. - -

Balance due Pags. 1929. 19. 67.

Madras 10.th July 1783

Contents Cleared in full on all Demands

pr Mr M. J. Ramathek

In the Hon.ble the Mayors Court at Madras patnam

Between Rahiat Combul Marcar by his Attorney
Antonio D. Costa Complainant and Sangunaly Chetty
Defendant

Basham
for Defend.t

Exhibit A

This Exhibit Marked A was shown to Mr Henry Frederick
French at the time of his Examination before me on the part of the
Defendant Sangunaly Chetty on the Hon.ble the Mayors Court at
Madras patnam wherein Rahiat Combul Marcar is Complainant &
Sangunaly Chetty is Defendant on the 9.th Day of Novr Anno
Domini 1783

Peake Deputy

James Stringer 10th Did you or did you not Purchase of one Manuelleu Jagore Ramachek or any one of whom on the Month of January last past or before the very next what quantity or Number of Bags of Rice which he had brought from Bengal and was or was not the said Rice sent the said Henry Frederick to one Anthony Frederick Francis as the Agent or by whom or was not the said Rice sent by Order of such Agent or who else will you swear did you or did you not pay any Duties or Duties upon the said Rice or which was Delivered to you. He asked you Never touching this Matter and the Truth of such your Knowledge fully and Satisfactorily Answer

Robert Williamson } 11th Did Anthony Frederick Francis at any time and when did he go you any Particulars respecting the Affairs of some Rice brought from Bengal by one Manuelleu Jagore Ramachek and embarked by the said Manuelleu Jagore Ramachek to the said Anthony Frederick Francis If you know all the Particulars or the same were but to be given by the said Anthony Frederick Francis

To all the Interpreters } 12th Do you know or can you say any other Matter or Thing relative which ought there to the benefit and advantage of the Defendant on the Cause if you do relate the same at your Answer or do declare such the Whole and Truth thereof such to the Knowledge and belief

Bigham
Atty for Defendt

A

Mr Samuel Trowbach Dr.

To 1226 Bags of Rice Weighing 191786 lb Reckoning to every Garce
925 lb 12 & 20 lb Gunny Bags Marked S Manuelu 100 Mats Baggage & Garce
at Sagotas 3729. 19. 07.

Received on part 1800. - -

Balance due Pags. 1929. 19. 07.

Madras 10th July 1783

Errors Excepted

pr Mr. M. J. Ramachek

In the Honble the Mayors Court at Madrespatnam

Between Rachael Conrad Rauch by her Attorney
Antonio D. Costa Complainant and Sangeramaly Chetty
Defendant

Bigham
for Defendt

Exhibit A

This Exhibit Marked A was shewn to the Henry Frederick
Francis at the time of his Examination before me on the part of the
Defendant Sangeramaly Chetty in the Honble the Mayors Court at
Madrespatnam between Rachael Conrad Rauch Complainant &
Sangeramaly Chetty Defendant on the 9th Day of October in
January 1783

Robt Pigott

Mayors Court at Madras
Tahsin

Between Rahul Ouseph Merchant of the Settlement of Madras aforesaid
Plaintiff

and

Hanmantha Chetty of Madras aforesaid
Defendant

On the part of the Defendant

Depositions of Witnesses taken on the Cause depending before the Honble
the Mayor Court at Madras

Veerraden Chetty of Madras Gentoo Cast 32 years or thereabouts being
produced as a Witness on the Cause on the part of the Defendant sworn on the 29th Day of
November 1783 deposeth at the Office of Mr Thomas Jones who is allowed by the
Court to administer any Oath to the said Witness a Note of the Issue
Bill and Plea of which of the said Defendant was by Warrant on the same Day
Sworn and Examined Upon the said Issue as follows

1st To the first Interrogatory this Deponent saith that he doth know
the Complainant the said Plaintiff and that he hath
for Years last past and that he doth know the Defendant
Hanmantha Chetty in the Cause and that he hath acquaintance
with him the Defendant Both answers and to the Credit of

2nd To the second Interrogatory this Deponent saith that Mr
Frankfort called them by his Own Godown the 7th day of
Nov on the Beginning of January last past and the Deponent
Mr Frankfort he should write to the Right Honble and the
Right Honble one of the Two Years Silver Mark which Letter
by reason from this Deponent understands Against Cause of

Some other Name in the Evening of the last a mind to buy said Rice and
he would give him an answer but if he did not come that in the Evening
he would dispose of it to other Merchants and this Deponent saith that
in a few days after this Mr Frankfort sent for him / this Deponent / and
told him that he had sent the Defendant Hanmantha to Mr Franck
about said Rice and Mr Franck had sent for Answer that he had
Deposits of said Rice belonging to Mr Ramakish to other Merchants
and this Deponent saith that the next Day Mr Franck came to
Mr Frankfort's House and said that the Shopkeepers had offered
One Hundred and Eighty Pagodas pr Garce but for Mr Franck
would rather chuse to sell said Rice to Mr Frankfort than to the
Merchants and accordingly Mr Frankfort did agree with the
Merchants and accordingly Mr Frankfort did agree with Mr
at the rate of One Hundred eighty Pagodas pr Gara and which Mr
Franck reputed would be about One thousand nine Hundred
Bags and this Deponent saith that Mr Frankfort at that time
asked Mr Franck in his Presence whether any Brokage was owing
and Mr Franck Answered no Rice is no Brokage owning Sell
the Rice for Mr Ramakish and then will be no Expence attending
he the said Franck did the said One Hundred and eighty Pagodas
pr Gara and this Deponent asks whether the said Bargain should
not be made on Saturday and Mr Frankfort told this Deponent
that Mr Franck would not have it made on Saturday and that he
Mr Frankfort might send to Night Mr Franck) Word for delivering all
Mr Frankfort might send to Night Mr Franck) Word for delivering all
Frank to take all the said Rice that shall be landed for Mr Ramakish
at the rate of One Hundred eighty Pagodas pr Gara and which Mr
Frank reputed would be about One thousand nine Hundred
Bags and this Deponent saith that Mr Frankfort at that time
asked Mr Franck in his Presence whether any Brokage was owing
and Mr Franck Answered no Rice is no Brokage owning Sell
the Rice for Mr Ramakish and then will be no Expence attending
he the said Franck did the said One Hundred and eighty Pagodas
pr Gara and this Deponent asks whether the said Bargain should
not be made on Saturday and Mr Frankfort told this Deponent
that Mr Franck would not have it made on Saturday and that he
Mr Frankfort might send to Night Mr Franck) Word for delivering all

Rundy Money as more as payable and this Deponent saith that Mr
back observed to him that the Defendant Fernandez was the cause
pointed on this Business entirely and this Deponent saith that he
with the Comptables Accounts and found Condatoo had not paid for
Bags of Rice which he has Recvd. the next day this Deponent
Condatoo to the place where he was attending Inquiring the
and desired him why he has not yet paid the Money for the
Company Mr Trenbach is very angry Money time the time was
you or Trust and when this Deponent told to him Severely he
Condatoo was on a Platform you every Shroud of given the Cutter
to me for the Rice Sold to Company this Deponent who told
him it Darkness due to you Company bought on us of you but
Condatoo was that he would Sell the Paying Rice and this Deponent
immediately and Spoke this to Mr Trenbach Mr Trenbach
after Mr Franck and told him as this Deponent found
who is that Trenbach Condatoo who Sells my Rice from Paying
my Rice Bought of Mr Hannakah and Condatoo to Rice sold to
Rice to Company Mr Franck and on Known where Rice sold to
to Mr Trenbach that Trenbach owes Company to Sell
Rice Sold a Sloop and also Appointed with me and Rice

and after some Days Mr Franck Recvd more One thousand Pagodas on Said
account from Mr Trenbach on Person and he Delivered them to Mr Watts
Writer Cgambram in this Deponents Presence and afterwards this
Deponent sent this Peon to Condatoo to Demand the Money for Eight
Bags of Rice as Mr Franck told this Deponent in presence of Mr Trenbach
he would Speak to Condatoo and procure the Money from them for the
Rice and this Deponent saith out of the said Rice which Mr Trenbach
my Master bought five hundred Bags were sold to the Shopkeepers and
by Retail was Sold according to his Order six hundred and thirteen Bags
and the Rest was laid up in Stock in my Masters Godown and after
this said Rice was Recvd of the Sarang belonging to Mr Hannakah
Shopkeepers of his Conciopoly Chunatom by the Sarang one Day told this
Deponent that Condatoo had the Day before given him an Invitation
and that he was treated very well by him and this Deponent asked him
why he Did given you an Entertainment he said Condatoo had taken
an Account from him of all the Rice Sold to Mr Trenbach and that
when you bring more Rice in future you must bring some Rice to
Me according to the Friendship now made with you and after Condatoo
had just Company with the Mayors Court Mr Trenbach sent
this Deponent to Mr Robert Williamson with the Bill of Parcells
and Account of the Rice bought of Mr Hannakah for him to Examine
whether the said was true or false and to desire him to send for Mr
Anthony Frederick Franck and to make Strict Enquiry about the
Matter as Condatoo had just Sent Writ Company with the
Mayors Court for a large Sum of Money said to be due to Condatoo

Chengulavary Pulla four Bags of rice Mootuh Pulla two Bags of rice
Seshumary Pulla two Bags of rice Condulee four Bags of rice Sethum
bara Chitty Sixteen Bags of rice Mr Brombys Vellaytum Sicken
Bag of rice Mr Brombys Regulor four Bags of rice Red Chittyer
Gowndee Chitty four Bags of Rice Ranna Chitty Eight Bags of
rice Ellapah Chitty eight Bags of Rice Mookomary Chitty four
Bags of rice Iyah Sawmy One Bag of rice Canna Chitty four Bags
of Rice Doctor Erapah four Bags of rice Mr Dobbyns Iyyah
Sicken Bags of rice By Order of Mr Frank Vinakaduk four
Bags of rice Calcutta Chitty four Bags of rice Chinnambaram
Chitty forty four Bags of Rice Mr Hall's Writer twelve Bags of
Chitty forty four Bags of Rice Mr Hall's Writer twelve Bags of
Rice Mr John Swiney thirty two Bags of rice Picadee Appoo
and Kistnah Pulla twelve Bags of Rice Mootee Chitty Erapah
four Bags of rice Chinnamma four Bags of rice Chinna Chitty
four Bags of rice Narrane Mr Southack Butler four Bags
four Bags of rice Narrane Mr Southack Butler four Bags
of rice Chinnanty four Bags of rice Arrany pettyapun four Bags of
rice Mootee Chitty four Bags of rice Colonel Kitty One hundred and
three Bags of Rice Mr Southack twelve Bags of rice Pullengy
three Bags of Rice Mr Southack twelve Bags of rice Pullengy
Conjeveram four Bags of rice Congreenad Chitty twelve Bags of rice
Conjeveram four Bags of rice Congreenad Chitty twelve Bags of rice
Mootapah six twelve Bags of rice Cotton Chitty Big Chitty four Bags
of Rice Collegate Chitty four Bags of rice Cave Cotton Erapah
Chitty four Bags of rice Carrikarry Chitty four Bags of rice Chinna
Chitty four Bags of rice Narrane Pullen Bag of rice Cognate
Pullen four Bags of Rice Narrane Pullen Bag of rice Cognate

Rice Christopher at Mr Southack twenty four Bags of rice Pallicatt
Mr Southack twenty eight Bags of rice Tellicherry at Mr Southack
twenty eight Bags of rice Mr I. Pollard four Bags of rice Pallicatt
Sixteen Bags of rice paragrah two Bags of rice Arcatten Pallicatt
two Bags of rice Cloth Cannon Chilly fourteen Bags of rice Pallicatt
Chilly twenty Bags of rice Cannon Cheltan Cannon four Bags of
Rice Cloth Cannah Eight Bags of rice Cloth Cannah
Eight Bags of rice Tryloore Mackwah twelve Bags of rice Pallicatt
Tryloore twenty Bags of rice Pallicatt Cotta Eight Bags of Pallicatt
two Bags of rice Arcatten four Bags of rice Pallicatt
four Bags of rice Pallicatt Cannon Pallicatt two Bags of rice Pallicatt
Bags of rice Cannoplatta four Bags of rice Arcatten Pallicatt
of rice Pallicatt two Bags of rice at the Mount Cannon Chilly Pallicatt
of rice Pallicatt Mr Southack Gentleman One Pallicatt and Eight
Bags of rice and this Deponent saith that he Engaged the
Rice for these Bags of rice but not that he sold Mr Southack
to Samuel Southack for the Bags of rice but the Deponent
saith that to the Knowledge the rice but not the Deponent saith
Samuel Southack but that the Deponent was not present when
Bargain of the said Rice was Made but the Deponent was present
the Delivery of Samuel to the said Samuel Southack but the Deponent
of said Rice was Made but the Deponent saith that Samuel
Jonathan Son of Employers did Contract for the said Samuel
buy the Gentleman Rice but the Deponent

in Selling said Rice on Account of their Master Mr Samuel Southack
and that they Sold at the Rate of One Hundred and Ninety Pagodas
to two Hundred Pagodas & two Hundred and Ten Pagodas & Some to
several Persons of which they have got the Accounts and more saith
not to this Interrogatory

To the Eighth Interrogatory this Deponent saith, there still remains
part of the said Rice bought of Marcellino Jagues Ramachick by Samuel
Southack unsold and this Deponent saith that the Bags upon
what has been Sold is about a quarter of a Pagoda on each Bag and
more saith not to this or the last Interrogatory

Deady Sophiboy
Examt

Goomda Chilly

Mayors Court at Madraspatnam

Between Richard Conant Merch by
his Attorney in fact and Partner Richard Pearse
Inhabitant Copartner and Partner
City of Madras plaintiff Inhabitant Defendant

On the part of the Defendt

Deposition of Witness taken on the Cause depending before the
Examiner the Court aforesaid

Soobramony Pulley of Madras Caffree Years Upwards of Hundred
being produced and Sworth on the Holy Evangelists on the 17th
Day of November 1720 upon the Request of Mr Thomas Saunders Attorney for
the Complainant for Examining my Interpreter this Deponent saith on the same day
Name Like unto Pulley of the Defendt saith Answer on the same day

the Defendant Interrogatory Chiefly on this Cause and that he hath
known him for or further years and more saith not to the Interrog
2d. To the second Interrogatory this Deponent saith that the Complainants
Bill in Chancery mentioned was not delivered on the Month of January
last past on the day of the which Mr Samuel Southack kept
Mercantile Jacques Ramsdale there the manner of Mr Anthony Fredrick
Frank and this Deponent saith that he was Present at said Bargain
and more saith not to this Interrogatory
3d. To the Third Interrogatory this Deponent saith that Mr Mercantile
Jacques Ramsdale bought 97 Barrels of Rice of Mr Samuel Southack
Rice and told the said Samuel Southack that he had such Rice
of and under the said Samuel Southack if the same was
and he told the said Samuel Southack that he had sent
Anthony Frederick Frank to him and Mr Anthony Frederick
Frank came to Mr Samuel Southack Store and that Mr Samuel
Southack told the Price of the said Rice was Eighty Pagodas
Pagoda if I am not that Mr Southack had a letter and he showed
him with his Name at the bottom and the Deponent saith that
Mr Samuel Southacks Servant went to Mr Anthony Frederick
Franks Store with the Master Orders and Required the Said
when Mr Anthony Frederick Frank told the said Samuel Southack
that he had not the said Money the Deponent saith that Mr Samuel
Southack told the Deponent that Mr Anthony Frederick Frank had
that Rice Mr Samuel Southack saith that Mr Anthony Frederick Frank

Bargain and Mr Samuel Southack did tell his Servant the Deponent
in this Deponents Presence that he had sold the with Mr Anthony Frederick
Frank for said Rice at One Hundred and eighty Pagodas Pagoda and
Ordered him to carry Carroll for said Bargain and the Deponent did
give Mr Anthony Frederick Frank a Ring as Carroll for said Bargain
according to his Masters Order and when the Deponent had given
Mr Anthony Frederick Frank said Ring as Ring as Carroll he
carried Mr Anthony Frederick Frank unto his Master Erasmus &
told his Master that he had given Mr Frank Carroll upon which
Mr Samuel Southack said the Rice is mine and the Money Mr
Franks and ordered him to be gone in directly and the Deponent saith
that the Complainant was not in any manner concerned in the Bargain &
this Deponent saith that on perusing and shewing to him at the time
of his Examination the Exhibit marked with the Letter B, that the said
Ring is the Carroll Delivered to him the said Bargain and more saith
not to his Interrogatory

To the Sixth Interrogatory this Deponent saith that at the time this
Deponent and the Defendant were leaving the said Rice in Mr Master
Mr Samuel Southack departed from the Ground leaving the Mercantile
Jacques Ramsdale and a Compadre dyed Gentoo Christian Corporation
as in this Cause mentioned what things he of which this Deponent informed
Mr Anthony Frederick Frank and Mr Anthony Frederick Frank told
to this Deponent he should the Deponent should not mind
more Rebukes Nothing further and the Deponent accordingly went
at that time this Deponent saith that he did

this Matter at present and this Dfendant saith that the Complt
ptended that the Right of said Rice for which the the Complainant
shall thereby Entitled to Mr Samuel Frankback the sum of Sixty
eight Rupees and seven pennies to the best of this Dfendants belief
does and this Dfendant saith that to his knowledge the said Rice
the property of the said Samuel Frankback and that the Dfendant
not Concerned in the Property of said Rice and that he only sold
this Dfendant as Servant to the said Samuel Frankback on the
Disposal of said Rice and this Dfendant saith that if it should
purchase that of Complainant it is customary for the Retail Merchant
to buy the Gunthermans Wholesale Quantity but what Complainant
Matter this Dfendant saith not know and more saith not
Interrogatory

7th To the seventh Interrogatory this Dfendant saith that the
off Gurramcondah Chitty and this Dfendant was the only Constables
in Attendance and not on Account of this Matter only Accidentally
Each and that they both at the Instance of one Thomas and Thirty
to two Hundred Rupees to the Thomas and the Complainant
several Sums of which they have got the Amount and more
to this Interrogatory

8th To the Eighth Interrogatory this Dfendant saith that all the
part of which this Dfendant is informed by Mr Anthony Frederick
Mr Samuel Frankback and this Dfendant saith that the Right of

Frederick Frank and this Dfendant went with Gurramcondah Chitty to
Mr Anthony Frederick Franks House and carried the Summons and
Gurramcondah Chitty asked Mr Anthony Frederick Frank why the Complainant
and has no business with the Dfendant and Desired them to call
tomorrow and that he would get him the Complainant to Pettah the
next and afterwards Mr Samuel Frankback sent for Mr Anthony Frederick
Frank and asked him why the Complainant sued the Dfendant in Court
and asked Mr Frank who sold the said Rice and who bought said
Rice and Mr Anthony Frederick Frank said that he had sold the Rice
to Mr Samuel Frankback and that the Complainant had nothing to do
with it and at the same time Mr Anthony Frederick Frank said that
the Complainant was formerly his Dubash where he kept weights but
that he had nothing to do in this Matter of the sale of said Rice and
this Dfendant saith this paper in his Presence and in the Presence
of the Dfendant Tangamaly Chitty and in the Presence of Gurramcondah
Chitty and at the same time said that the Complainant was not
Employed by Marcellin Jaques Ramakish in the sale of said Rice
and that the Complainant did not understand English that Marcellin
Jaques Ramakishe did not understand English and more saith
not to this Interrogatory

To the last Interrogatory this Dfendant saith that he carried the
and Samuel Frank Eight Seventy Rupees in part
Dfendant for said Rice by his Master Mr Frankback Order and that
Marcellin Jaques Ramakish and the Money was Mr Anthony

of the Rice with them and Mr Samuel Trenchard said that he would Consider about it and about four or five Days after Mr Franck came again to Mr Trenchard and Asked him about the Rice upon which Mr Trenchard said he would consider about it and sent his Consignee to Mr Franck in the Evening at five o'Clock with his Answer and this Deponent saith that Mr Franck returned to Mr Trenchards House again the next Morning and told Mr Trenchard that his Servant had come too late and that there was Merchants who had offered One Hundred and eighty Pagodas pr Garce for the Rice and at the same time asked Mr Trenchard if he would give the same Price upon which Mr Trenchard said very well Seeing as Purchaser the Rice at that price and this Deponent saith that he knew there was about Twenty One Garce of said Rice so purchased and more saith not to this Interrogatory

To the fifth Interrogatory this Deponent saith that Mr Anthony Fretwell Franck did transact the buying of the Sale of Mancheries paper Rice to the Rice and that Mr Anthony Fretwell Franck made the Bargain for said Rice with this Deponents Master Mr Samuel Trenchard for about twenty one Garce of Rice and that the Complainant had nothing to do with the Bargain of said Rice as Parties were together Especially and that the Complainant never spoke to Mr Samuel Trenchard about said Bargain of Rice but that he was to come some time with Mr Franck and this Deponent saith that Mr Samuel Trenchard Ordered his Consignee to give Mr Anthony Fretwell Franck Credit for the said Bargain of Rice but whether he did or not this Deponent doth not know

and more doth not to this Interrogatory

To the Sixth Interrogatory this Deponent saith that on Monday

(17)

Joseph Carnaticke that how should be no Delay on his part but that
Frank come and Swill bill the Account immediately - and more
saith not to this Interrogatory -

Richd Dighton
Exam

Mayors Court at Madraspatam

Between Nathaniel Forrest Smith by his
Attorney Anthonie de Costa of Madras Inha-
bitant Complainant and Joseph Chitty
of Madras aforesaid Inhabitant Defendant -

On the Part of the Defendant -

Depositions of Witnesses taken on the Cause by and before the
Court at Fort St George

Catarogapah of Madras Man Aged 60 years or thereabouts being Produced
Witness in the Cause on the part of the Defendant sworn the 6th Day of March
deposeth at the Office of Mr Thomas Jones Notary for the Defendant
producing any Interrogatories to the Effect Hereafter Mentioned Viz
That he the said Deponent was present in the same Day being Sunday and
heard the Defendant as followeth -

To the first Interrogatory this Deponent saith that he well knows the Co-
Defendant Joseph Chitty mentioned in this Cause and that he hath also
known the Complainant Nathaniel Forrest Smith for the Space of

(17)

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(175)

rowed up there and spoke to this Deponents Master and returned and
when Mr Frank was gone this Deponents Master called him and asked of
his Conceptie Sargunaly Chitty the Defendant was come and this Depon-
ent said he was not upon which Mr Samuel Southack Ordered this Depon-
ent to send his Conceptie the Defendant to him as soon as he Arrived
and this Deponent saith the said Conceptie Sargunaly Chitty came
soon after with one Soobrawroy Pillah and this Deponent told the
Conceptie to go to his Master and the said Conceptie the Defendant
went accordingly and when the Conceptie was coming away from his Mr
he met Mr Frank who him if he had spoke to his Master and Conceptie
told him that he had just been speaking to his Master about the Bargy
and that his Master had agreed and had Desired him to give Mr Frank
a ring as Earnest for the Bargain which the Conceptie gave to Mr Frank
for this Deponents Trouble and then returned with Mr Frank to his
Master - and more saith not to this or the last Interrogatory -

Richd Daghton
Exam

Mayors Court at Madraspatam

Between Nathaniel Forrest Smith by his
Attorney Anthonie de Costa of Madras Inha-
bitant Complainant and Sargunaly Chitty
of Madras aforesaid Inhabitant Defendant -

On the Part of the Defendant -

Depositions of Witnesses taken on the Cause by and before the

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...his is Attorney for the Complainant by Warrant ...ng Servant who ...ffd ...
...Oath of the Same Title and Date of ...ddate of the said Defendant and ...ffidavit ...
...were Duly Sworn and Examined Defendt saith ...

To the first Interrogatory this Defendt saith that he doth know the Complainant Rachael Crooked Heart in this Cause and that he hath ...n Known him ...ve years or thereabouts and that he doth know the Defendt and Interrogatory thirty in this Cause and that he hath ...n known him ... years and more saith not to this Interrogatory

To the three ...terrogatory this Defendt saith that he ...ffendt Mr Samuel Trentback that a Man from Pangal had a Corge of Rice ... Defendt and this Defendt asks Mr Trentback if he could ...ford the same and said that he should have it at the rate of three ...dred and twenty five Pagodas pr Garce and that he would give this Defendt a final answer at four o'clock on the next Morning and this Defendt saith that the Defendt asks was the Same ...ffered on to Corge the first Answer did not answer till near seven o'Clock when the Complainant had agreed with ...n the Defendt to take the Rice at the rate of three Hundred and eighty Pagodas pr Garce and this Defendt saith that he went the next Morning to Mr Trentback and told him that he would not have the Rice and that the Rice was able to be ... Defendt at said Hundred and eighty Pagodas pr Garce but however ... Mr Trentback would not take it without know he could ...ford to get the Remainder of the Corge and the said Trentback ...ddle for the Defendt ...

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Morning and this Defendt saith that he told the Complainant of this and Desired him to endeavour to ...ntinue the Bargain with the said Mr Trentback & the Complainant said he could by ...nothing for the immediate Payment and that it would be better to deal with Mr Trentback as the Money would be more Secure and upon this the Complainant went to Mr Trentbacks House and Concluded the Bargain about Said Rice with the Defendant but whether on his the Defendants own Account or Mr Trentbacks Account this Defendt doth not know and this Defendt saith that he was sent for to Mr Trentbacks House and there was the Complainant and the Defendant and ...me others and one of said Persons gave this Defendt a Shoe Ring as Earnest for the said Bargain but which of them this Defendt doth not ...ollect and this Defendt saith that some time after when this Dispute arose between the Complainant and Defendant he did tell Mr Trentback that between ... himself and Mr Trentback there was no Dubash concerned in the said Purchase of Rice and that Mr Trentback was to Pay One Hundred and Eighty Pagodas pr Garce and no Customs or other Dubashes Charges but that he could not tell what the Complainant and Defendant had dabbled in that Matter and that he Spoke to Mr Trentback for only One Hundred and eighty Pagodas pr Garce and this Defendt saith he doth know the Defts Writing ...ve produced and shown to him at the time of his Examination Marked Letter A and the rest Defts of this Defendt own Hand Writing and the Signature thereunto set to ... of this Defendt own Hand Writing and the Signature thereunto set to ... Mr Trentback & of the said Answer being Joynes Examinate and Sworn and this Defendt saith that he did

Deponent saith as before that he did tell Mr Frankish that the United
that nothing to do between Himself and Mr Frankish and that he
knew nothing of the Dispute between the Corporation and Defend
and that they must settle it themselves — and more saith not to this or
the last Interrogatory —

Richd Dickson
Exam.

A F Franck

Surgeons Court at Masulipatam

Between Richard Dickson
by his Attorney Andrew Ross Esq
Merchant Inhabitant Complainant
and Lanjamaly Chetty of Masulipatam
aforesaid Inhabitant Defendant

On the part of the Defendant

Depositions of Witnesses taken on the Cross Bill and after
the Answer in the Court as follows

Samuel Frederick of Masulipatam Merchant aged 43 years or thereabouts
being Produced & Sworn the Cross on the part of the Defendant saith on the
7th of November 1768 Agreeable with Offer of Mr Thomas Ross who Attorney
the Complainant by Warrandy my Answer saith that he has a Suit
Name Subscribed Plaint of Action of the said Defendant and Damages to
the Way have shown and Bail

Interrogatory Chetty in this Cause and that the Defendant is this Deponents
Conceptio and that he hath so known him Seven years or thereabouts —
and more saith not to this Interrogatory —

To the fourth Interrogatory this Deponent saith that Mr Anthony
Frederick Franck and Marcellino Joyous Ramathek near the end of December
last past came to him and him that they had some rice to Dispose of which
rice had been recommended to Mr Ferrars by the Curate Padre Hamanton
at Calcutta and that Mr Ferrars said he would not buy the rice himself
but that he would assist in the sale of it for the owner and this Deponent
saith that Anthony Frederick Franck and Marcellino Joyous Ramathek
came a second time to this Deponents House and Mr Ramathek gave
this Deponent two Counters of rice at that time no other Persons came but
Mr Franck promised to call on this Deponent the next Day for his
Answer but he did not come but on the third Day he came and asked
this Deponent what was the price of the Merchandize saying he would
be glad to know what Price I would buy it at and this Deponent told him that rice
like rice had been sold at the rate of One hundred and Sixty One hundred
and Seventy and one Hundred and Seventy five Pagodas per Garce and
Mr Franck Answered he could not tell without speaking to Mr
Ramathek and some other Merchants this Deponent saith that
Mr Anthony Frederick Franck came to his House on the first Evening
or the evening of the Second Day of December from thence and Early this 3rd
told them he and Mr this Deponent Compleated the Mr Anthony
Frederick Franck's House of five Pallas in Length and Seven

Hundred Pagodas on Account of said Rice belonging to Marcellino
Jagues Ramathike and I Ordered my Conceptie to carry the Said Eight
Hundred Pagodas to Mr. Anthony Frederick Frank which he Delivered and
brought me Mr. Marcellino Jagues Ramathike's Receipt for the same and the
said Anthony Frederick Frank said he would not trouble me for any
more till the Rice was all Delivered However the said Anthony Frederick
Frank asked me soon after for One thousand Pagodas more which I
Ordered my Servant to give him immediately the Servant brought said Sum
up to me in the Hall and give it to my Hand which I gave to Anthony
Frederick Frank accordingly and Mr. Anthony Frederick Frank
gave me a Receipt for the said Sum and my Conceptie after me I should
not take a Written agreement about the said Bargain and the Conceptie
asked Mr. Anthony Frederick Frank for a Written agreement and Mr.
Anthony Frederick Frank said there was no Occasion for a Written
Agreement among Gentlemen and Mr. Anthony Frederick Frank
was Angry with the said Conceptie Goncarada and the Defendant with
that soon after the Conceptie came and told him that one Cordeolo
Raul stopt him from shipping the Rice until he would give him
some Bags on that Account which the Defendant sent for Mr. Anthony
Frederick Frank and asked him who the Letter was that came that
the Defendant's Rice and Mr. Anthony Frederick Frank told the
Defendant that he formerly came to know whether he Might ship that
he Had with any body with either him or Mr. Ramathike in the Rice
Ships at that time and that he would go to the Sea Side and see about
Ships at that time and that he would go to the Sea Side and see about

Mayors Court at Madraspatam. Between Ratrial Conrial Naick by his Attorney Antonio da Costa of Madras Inhabitant Complainant and Sangamaly Chitty of Madras aforesaid 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

Valasa Chitty of Madras Rice Merchant Aged 21 years or thereabouth being produced as a Witnes in this Cause on the part of the Defendant was on the 7th Day of November 1773. Sworn at the Office of Mr Thomas Jones who is Attorney for the Complainant by Examining my Servant who also Left Down a Note of the Name Title and place of abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth

1st To the First Interrogatory this Deponent saith that he doth know the Complainant Ratrial Conrial Naick in this Cause & that he hath so known him from the Month of January last past and that he doth know the Defendant Sangamaly Chitty in the Cause and that he doth so known him for six years and more saith unto this Interrogatory

To the Fifth Interrogatory this Deponent saith that he doth not know whether Mr Anthony Frederick Franck acts in the plea and Capacity of Agent or in any other Capacity & Name saith he Remembers then at Madras and late of Calcutta Merchant but this Deponent saith that the Defendant in this Cause Sangamaly

Pagoda as Custom to the Durbar but this Defendant saith that he doth not know what the European Merchants do in this Matter - and more saith not to this Interrogatory -

To the Seventh Interrogatory this Defendant saith, that he doth not know of the Complainants selling any of said Rice, but that he bought as before is set forth five Hundred Bags of said Rice at the rate of One Hundred and eighty five Pagodas pr Garce - and more saith not to this or the last Interrogatory -

Richd Dighton
Comr

Mayors Court at Madras patam -

Between Nathal Condat Merch by his attorney Antonio da Costa of Madras Inhabitant Complainant and Sangarmaly Chetty of Madras aforesd Inhabitant Defendt

On the Part of the Defendant -

Depositions of Witnesses taken in this Cause duly & before the Commr in this Court as followeth -

Chungleroy Pelly of Madras Cowryd aged 32 years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 8th Day of November 1780 Sworn at the Office of Mr Thomas Jones who is Attorney for the Complainant by Commission duly & Regularly issued out & returned for the Examination of Witnesses in this Cause & Interpreted by Mr Thomas Jones

To the first Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

To the second Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

To the third Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

To the fourth Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

To the fifth Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

To the sixth Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

To the seventh Interrogatory this Deponent saith that he doth not know the Complainant or the Defendant in this Cause but that he hath been employed by the Defendant to buy Rice for him & that he hath bought for the Defendant about Five Hundred Bags of Rice but how much he hath bought for the Complainant he doth not know -

Mayor's Court at Madras saturam—

Between Natrial Cordial Nauch by his Attorney Anthonis da Costa of Madras Inhabitt. and Complainant and Jarry Chitty of Madras aforesaid 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

Chuckly Cully of Madras Concepelie Age 26 years and upwards being produced as a Witness in this Cause On the part of the Defendant on the 6th Day of November 1783 Sworn before at the Office of Mr Thomas Jones who is Attorney for the Complainant by Bumasing my Servant who was left from a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Complainant Natrial Cordial Nauch in this Cause and that he hath so known him Seven or Eight Years and that he doth know the Defendant Jarry Chitty in this Cause and that he hath so known him three or four years and more saith not to this Interrog.

To the Seventh Interrogatory this Deponent saith that he applies to Mr Smithwicks Servant Governador Chitty for some Rice and the said Servant told him that he could not let him have any Rice without his Masters Order and this Deponent accordingly applied to Mr Smithwick

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Mayors Court at Madrasspatnam

Between Natial Condul
Nauk by his Attorney Antonio
da Costa of Madras Inhabitant
Complainant and Tangarnaly
Chitty of Madras aforesaid Inha-
bitant Defendant.

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

James Stringer of Madras Inhabitant aged 28 years or thereabouts being
Produced as a Witness in this Cause on the part of the Defendant was on the 21st Day
of November 1743 Sworn at the Office of Mr Thomas Jones who is Attorney
for the Complainant by Reason of my Servant who also left here a Note
of the Name Sett & and place of abode of the said Deponent and afterwards on
the same Day being Sworn Examined and Deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know
the Complainants family in this Cause, and that he hath so known
them Eighteen years and upwards but he doth know which of said family
is the Complainant in this Cause, and that he doth not know the
Defendant but he hath seen a Person at Mr Williamsons House
whom the said Mr Williamson told this Deponent was the Defendant
Tangarnaly Chitty in this Cause and made Oath out of the Interrogatory

10th To the Tenth Interrogatory this Deponent saith that about the Month

1st ... To the first Interrogatory this Deponent saith, that he doth not know the Complainant Rachal Cordal Mack in the Cause — and that he doth know the Defendant Sanguinaly Chitty in the Cause, and that he hath known him twelve years and upwards — and more saith not to this Interrogatory —

11th ... To the Eleventh Interrogatory this Deponent saith, that about the Middle of April in the year of our Lord One Thousand seven hundred and Eighty three Mr. Samuel Swarbrick sent one of his Servants to this Deponent with two Papers one purporting to be a Bill of Parcells for One Thousand two hundred and Twenty six Bags of Rice Patta Madras and the other purporting an Account for the same Quantity of Rice with and another purporting an Account for the same Quantity of Rice with no mention only a Credit for four Bags Rice, Patta, and each account in fact One Thousand Eight hundred and Twenty two Bags Eighteen pounds Deducted from the Gross three thousand three hundred and Twenty three Bags Nett three Thousand seven hundred and Twenty seven pounds and sixty seven Cash in order to have Bags Nineteen pounds and sixty seven Cash in order to Examine if they were true Account or not and Desiring that this Deponent would write for Mr Anthony Frederick Smith of Big Hill Island Town Sabakhat the Person who has brought the Two Papers aforementioned and to whom he had paid the Money therein mentioned for twenty and half Gross of rice Eighty seven Marcalls five Mamoes ~~one~~ one Thousand two hundred and Twenty two Bags at one Hundred and eighty Bags Pagodas Hundred and fifty two and half Cowrie

down from Bengal on a Sloop with a Burgess of Rice who was sworn to Love such Love and that this Deponent should have as many Bags as he pleased upon which this Deponent said may well that he would Ten Bags for himself and Twenty Bags for his Friend and this Deponent said that he bought the said Ten Bags of Rice and that he paid the money for a Bengal Rupee to the said Anthony Frederick Smith in the Presence of the said Witness and that in the Transaction this Deponent and this Deponent said that he would be the Twenty Bags of Rice as before mentioned but that Mr. Anthony Frederick Smith told him that all the Rice was sold to him at the Rate and more could not be Interrogated

Rachel Dighton
Cross

James Straight

Mayors Court Madras

Before Robert Hallet Esquire Mayor of the Town of Madras aforesaid

Deponent James Straight of the Ship Indian in the Service of the United Company of Merchants of England trading to the East Indies

Robert Hallet

he Sold the Rice to Natival Condollee Mutich a Turkish at one
hundred and eighty Pagodas pr Garce and received as Earnest a Gold
Malabar Ring that soon after Mr Arathoon's Boy came and said that
his Master had sent him to negotiat the Bargain about the Rice and that
he Anthony Frederick Franck answered you are come too late your
Master has but Ten Pagodas pr Garce Seattle have got it for him at one
hundred Seventy Pagodas pr Garce but you come here at five o'Clock
at the Lions Point that the next Morning he Anthony Frederick
Franck replied that there might be some trouble in receiving the
Money and so they Accomodated with the Black Turkish and Merchant
and he Anthony with Mr Ramah the Determined to go agane to Mr
Arathoon and offer him the Rice at the Black Pagodas price as the Money
must be ryle and shows that on going to Mr Arathoon's House he
and others are told him that he had lost Ten Pagodas pr Garce of
the Rice by not sending his answer the Night before at five o'Clock
however that he Anthony Frederick could get off the bargain
still with the Black Pagoda one night of Mr Arathoon and give
the same price One hundred and eighty Pagodas pr Garce Ready —
Money to which after a little while bondering Mr Arathoon
Money and he Anthony Frederick Franck told to Mr Arathoon
agreed and all the Rice mentioned in the Account and Bill of Parcells where —
Mr Arathoon has sent the Peon to
Examine only and that he Anthony Frederick requests Mr
Marcellino Joyce Ramah the same and return the Black —

Madras the Brought forward Mr Frankland Has sent the Defendant an account of what Anthony Frederick Frank owed me and the Defendant when asked Mr Frank pay the Money he owed me or give any Reason Defence why he refused to pay the Money Frankland & Anthony Frederick Frank answers that he could not pay the Defendant then tells them that Mr Frankland offered the Defendant by a Letter that there were Bags Rice at the time he purchased the Rice mentioned in the Bill of Parcells and that He had fraudulently added them to Anthony Frederick Frank that Question not Answers for a Long time, Has not Referred any other Reference attending the Rice and wanted to Know the time of the 4 Bags Rice Parcells the Defendant Answers that Anthony Frederick Frank Has not Ordered Rice after Anthony Frederick Frank Has sold the Rice and Bill of Parcells Mr Ramachick Has not Ordered Rice after Anthony Frederick Frank Has sold the Rice and Bill of Parcells to Mr Frankland Mr Frankland answers that he could not pay the Defendant Mr Frankland offered the Defendant by a Letter that there were Bags Rice at the time he purchased the Rice mentioned in the Bill of Parcells and that He had fraudulently added them to Anthony Frederick Frank that Question not Answers for a Long time, Has not Referred any other Reference attending the Rice and wanted to Know the time of the 4 Bags Rice Parcells the Defendant Answers that Anthony Frederick Frank

He would shew of the words not with Matter which he thought
was words not words that this Deponent knew in a fair Way for
this Deponent answering that he did not know but would
find known Tomorrow and since he was a Child he was told
that he bought or stole goods was such any thing or words
Purchase goods or bargain and this Deponent said whether
not or not any such nothing Mr Anthony Frederick Frank
would know what a bargain of Rice to Tomorrow or words
such like Rice or was the words Mr Anthony Frederick Frank
answered he would not know the Deponent knew
Anthony Frederick Frank was to
Rice was in Book Light and Mr Frank came to
Account was this very Book Light when Mr and Rice was
Purchase of the Rice was Mr Anthony Frederick Frank
With the account and Rice was in Book Light and Mr
Mr Frankbacks Name as Purchase of the Rice which Mr
owned to Bargain with him Tomorrow words or Rice
Name as Purchase of Mr Francis Rice was in the Book which
Deponent and never did or would Rice Mr Frank Book account Mr
Name as Purchase of One Hundred and eighty Bags of Rice
year of Our Lord One Thousand three Hundred and eighty three
Light Deponent a Letter from Anthony Frederick Frank purporting
that he should not be able to shew that Rice as Deponent had
was Mr Frank

Brother but a young Boy on asking him who was present he said
that he supposed it must be Cousin of his Governess whom he had
brought with him in case it was the Person Mr Anthony Frederick
Frank wanted. How too Said at this Deponents House till near
Nine o Clock and as Mr Frank did not appear went home Mr
Frank did not come that Evening near my House as promised in
his Letter on Tuesday Morning May sixth Mr Frank came
to this Deponents House after breaking an apology for not coming
agreable to his own Proposal the Day before he said that he was
one of the most unfortunate Fellows he believed being that he had
brought himself into Scrape with the two black Rascalls that Mr
Frankback had sent for him and reproached him bitterly calling him
one bad Names in an Obstreperous manner and Desired to know
what this Deponent had said or Wrote to which this Deponent
replied Mr Frank I Wrote down distinctly what you Did to me you
may see the Copy and then Repeated the Report which he Acknow-
ledged to be true and added I know no more what the two Rascalls disputed
about or what Agreement they made or who gave me the Ring than the
Man on the Moon will say / this Deponent / should Arbitrator with one
and we his will settle the whole Matter this Deponent replied Stole
you before Mr Frank that I would know the Party Consider the Boy
Surname to me his Father and more of his Relations I know and have
known many years and of that Party there one to stand Arbitrator I
have no objection I will meet them Hundreds of Leagues Mr Anthony
Frederick Frank said my Dear Friend do as I did ask me and give me
your Deponent replied Mr Frank I wish to know you

This Deponent desires to know where it was Mr Franck answered I know not the King I don't know the right Owner I will give it to you /this Deponent/ if you will indemnify me this Deponent Answered Kept it Probably it will be wanted & be Produced by and bye about the Latter end of October last past Mr Anthony Frederick Franck delivered into my Hands a Gold Ring set with a Single Ruby Stone & said at the time of delivery that Ring was the Earnest he received of Mr Swallbach's Horse for the Price mentioned in the Bill of Parcells as above mentioned - and more saith not to this Interrogatory -

To the last Interrogatory this Deponent saith, that he doth know that Mr Swallbach did not sell all our Hops on the Bench by his Servant, and it came to this Deponents Knowledge by meeting the said Servant bringing this Deponent a Note of said Hops to know of this Deponent whether he should pay and the said Servant told this Deponent where he had been & how much was left the said Servant said there was about One Hundred Bags of said Hops remaining in the Garden and this Deponent saith that he has two Bags of said Hops several Months afterwards and more saith not to this Interrogatory -

Rich[d] Dighton

Exam[d]

A Williamson

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Extract from the Minutes of the Court Held at the Scours

Hall on Saturday the 27th Day of April Anno Domini 1782

Present

John Menzies Esquire Mayor

James Call and George Savage

Aldermen

Rabatt Cordaloo Attach by the attorney Against the Bale

mess

Jamanatta Chitte

Bill with Copies for Answer Amend Amend and Agreement Amend

Ent

Answer with Copy the Bill Amended Ent

Replication with one Exhibit Amended Ent

Rejoinder Ent

Interrogatories on the part of the Complainant with his Exhibit

Marked A and B annexed Ent The Exhibit Letter B is a Copy

Answer

Further Interrogatories taken Amended Ent The Exhibit B not read

appear for Examination

Interrogatories on the part of the Defendant with Exhibit marked A

and B annexed Ent

Their Depositions taken Amended Ent The Exhibit A and B not

read appear for Examination

Who Come Counsel on the Part and Behalf the

Day on the Absence of the Attorney on Both sides on hearing the Ex-

(100)

with One Exhibit annexed The Rejoinder The Interrogatories and
Depositions on the part of the Complainant with two Exhibits Marked
A & B annexed [redacted] the Interrogatories and Depositions on the part of
the Defendant with [redacted] Exhibit Marked A & B annexed On Hearing
the Pleadings made use of by the Attorneys and on due Consideration
had Thereon This Court doth think fit to Order and Decree and
doth Accordingly Order and Decree that the Complainants Bill do
stand Dismissed with Costs

A true Extract

Filed 16th March 1748

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Orator Charles Nicholas White of Fortstreet George
Esquire That John Hinde of the same place Shopkeeper stands justly
and truly Indebted unto your Orator in the full and just Sume of One
hundred and seventy One Pagodas thirty Six fanams and forty Cash
Current Money of Madras reckoning in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sume of Sixty eight
Pounds and fourteen Shillings as will more fully and at large appear
by Copy of the Bills and an Account Current 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 And your Orator
further Sheweth unto this Honble Court that he hath frequently and
in an amicable manner requested Payment from the said John
Hinde of the said Sum of One Hundred and Seventy One Pagodas
thirty Six fanams and forty Cash

But now so it is May it please this Honble Court
the said John Hinde 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 Generall Relief and as to this Honble
Court shall appear agreable to equity and good Conscience To the
end that the said John Hinde 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
Interrogated and that he may

to Decree to pay unto your Orator the aforesaid Sum of One Hundred and Seventy One Pagodas thirty two fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon also all Cost of this Suit.

May it Please the Worth Court to Grant the Defendant Notice thereof to the Summons and Injunct by the Marshall of Fort Saint George Town of Madraspatnam and the Defendant being personally to Come and appear before the Worth Court at a Certain time and Place to be by this Worth Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to abide and perform what Order and Decree Shall be made therein by this Worth Court shall think fit and Just.

Charles Baker
Atty for Complt

Mr Hinds Bought at Outcry Dr

1 Chest of Mangoe Wood	5 lb @ 30 fs per lb	31. 4. —
1 Bdl of Wire	66 lb @ 36 fs per lb	36. 28. —
1 Bdl of Canvas Cloth	59 lb @ 23 fs per lb	23. 16. —
1 Bdl of Ravens Cloth	21 lb @ 18 fs per lb	9. 6 —
Expence of Outcry	100 lb @ 10 fs per lb	10. 10 —

Pagodas 109. 2.

Fort St. George
9th November 1780 } Received payment Pags 109. 2.

6 N W Hinde
(Signed)

Mr Hinds Bought at Outcry Dr

To 1 Tea Bell 16. 10. at 35 fans Pags 16. 1. 10.

Fort St. George
10th November 1780 } (Signed) 6. N W Hinde

A true Copy

Chas Baker

Mr Hinds Bought at Outcry Dr

6 Tubs of Sugar Candy at 8 p Pagodas 48. —

Fort St. George
8th December 1783. } (Signed) 6 N W Hinde

A true Copy

Chas Baker

Mayors Court at Madraspatnam } { Tuesday the 1st Day of May Anno Domini 1781

Present

John Menzies Esqure Mayor
Edward John Holland and Robert Ewing Aldermen

Between Charles Nicholas White of Fort Saint George Esqure Complainant and John Hinks of the same place Shopkeeper Defendant

It Appearing by the Records of this Court that the Usual Rules have passed for the Defendant to Answer the Complainants Bill which he has neglected doing this Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just sum of One Hundred and Seventy One Pagodas Thirty five Fanams and forty Cash / Rupees 171. 36. 40 / together with all such Interest as now is or shall hereafter become due Known until full Payment is made also all Costs of this Suit

Now

(215)

1st May 1788

To the Worlds Ho Mayor
Court of Madraspatnam

Humbly Complaining Sheweth unto the Worlds
Court your Orator Sawmy Pandaram of Madras Merchant that
Perungopillah Vellaur Condapah of the same place Inhabitant
therein Indebted unto your Orator in the full and just Sum of Twenty
eight Pagodas for Jawarees and Twenty Cash Current Money
Madras reckoning on Account of Sundry Sorts of Grain Bought of the
said Orator at Different Times for my Use the Sum of Thirty Four
Rupees Fifteen Fanams and Twenty Cash Current Money
Madras Reckoning for which Sum your Orator has frequently
called for Payment and Demanded Satisfaction but the said
Perungopillah Vellaur Condapah hitherto refused and still refuses
to pay the same to your Orator Wherefore your Orator prays
that the said Perungopillah Vellaur Condapah may be Summoned
to appear before this Worlds Court to Answer the Premises and
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
Effectually to all Intents and Purposes as if the same were herein
repeated and Particularly Interrogated and that he may be Decreed
to pay unto your Orator the aforesaid Sum of Twenty Eight Pagodas
Five Fanams and Twenty Cash with all such Interest as now is
or shall Hereafter may become due thereon also all Costs of this Suit
and such further Relief as to this Worlds Court shall seem Meet

May it Please this Worlds Court to
Cause the said Perungopillah Vellaur Condapah 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 Worlds Court at a certain time and Place
to be by this Worlds Court Expressed 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 Worlds Court shall seem Meet

1st May 1788

This Bill was shown to me
between the Days of Appearance of
a Summons from this Honourable
next Court Day

Isaac Menzies
Mayor

Mr DuPuy
Atty Complt

(207)

said Perungopillah Vellaur Condapah may upon his Corporal Oath full
true Direct and perfect Answer make to all and Singular the Matters
and things therein before set forth and alledged as fully and truly and
Effectually to all Intents and Purposes as if the same were herein
repeated and Particularly Interrogated and that he may be Decreed
to pay unto your Orator the aforesaid Sum of Twenty Eight Pagodas
five fanams and Twenty Cash with all such Interest as now is
or shall Hereafter may become due thereon also all Costs of this Suit
and such Relief as to this Worlds Court shall seem Meet

Rupees Fan. 2.

Pagoda

Parungepullah Vellian Condapah of Madras

To Joannes Martinus Maraboyd

Sworn before me

Wm Du Pay

Register

Translation of Mortgage Bond dated the 1st of Augt

Year called Vicaury, Answering to Anno Domini the 10th of July 1779.

I Parungepullah Vellian Condapah of Madras do give this Mortgage Bond to Joannes Martinus of Armenian of the same place, That is to say

On my Urgent Occasion I have Mortgaged to you the Bill of Sale of my House, which is situated at Peddo Naicks Pillah in yalah Moosukistriah Mosellys Street, on the North side to the House of Nellancootie, and on the South side to the House of Varahrangaperumaul, and another Bill of Sale of my House, which situated on the West side to yalah Moosukistriahs House and on the East side to Varahrangaperumals Honuans Borrowed and received of you the Sum of ₹307 Fifty three Pagodas Current Money of Madras, which Sum I Promise to Pay you on demand with such Interest as may become due thereon at the Rate of 12 p Cent p Annum. Thus I do give this Mortgage Bond by my Consent

Witness Varaven Curiapah Mudelliar and Carpingoyal Mookiamarapa Mudelliar by their Knowledge I have set my Signed by Curiapan

Witness Signed

Curiapan

Carpingoyal Mookiamarapan

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

Sooburayaire

Interpr

Wm DuPay

Mayors Court at Madraspatnam } { Tuesday the 6th Day of May Anno Domini 1755

Present

John Manzies Esqr Mayor
Edward John Holland and
Robert Ewing Aldermen

Between James Hankey
Watts Merchant Complainant
and Ramapah Naik Vellen Inhabitant
Defendant

The Defendant being in Court and taken
Notice of the Pendency of the Complaint this Court doth
Order that the Defendant do Answer the Complaint
Forthwith and that the Defendant shall pay unto the Complainant the Sum
of Five Pagodas Costs of Suit Exclusive of Interest and Costs
Cash / Reg.d 7th & 8th / Together with all and Such Costs as he
shall Hereafter Know due Shewn unto him Upon Payment of the
all Costs of this Suit

Test

Filed 8th May 1755

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Edward Lawrence of Madras Inhabitant
that Hajee Beck and Cassimy Beck of the same place
Inhabitants stand Indebted unto your Orator in the full and
just Sum of One thousand two hundred and Sixty Seven Star
Pagodas Twenty Six fanams and Sixty Cash Current Money of Madras
making in Sterling Money of Great Britain at the rate of Eight
Shillings for every Pagoda the Sum of Five hundred and Seven
Pounds and Seven Pence or thereabouts as will more fully and at Large
appear by the Copy of an Account arising upon a Mortgage Bond
hereunto Annexed for the Inspection of this Honble Court and
which is prayed by your Orator to be taken as part of this his Bill
of Complaint the Original of which said Mortgage Bond and
Account are in the Possession of your Orator and ready to be
produced to this Honble Court where Required and your Orator
further Sheweth unto this Honble Court that he hath frequently and
in a Friendly manner Requested the Payment of the said Sum of
One Thousand two Hundred and Sixty Seven Pagodas Twenty
Six fanams and Sixty Cash
But now so it is and may it Please this Honble
Court the said Hajee Beck and Cassimy Beck obstinately and wilfully
refuse to pay the same or to give your Orator any manner of Satisfaction
touching the Premises your Orator prays a Warrant Relief such as to
this Honble Court shall appear agreeable to Equity and good

Conscience

Dr. Hafsan Beck and Aushurry Beck in account with Edward Sawcock Cr.

		By Balance due	1267.26.66
1st	To the Amount of your Mortgage bond of this date	1200. . .	
19th	To Interest on Dr. to this Day being 5 Mo. @ 12 p Cent	67.26.66	
	Pagodas	1267.26.66	Pagodas 1267.26.66

Madras May 1st 1786

Errors Excepted
pr. Edwd Sawcock
a true Copy
Popham

Mayors Court at Madraspatnam } { Tuesday the 11th Day of May Anno Domini 1784 —

Present

John Mayor Esqr Mayor
Edward Garrow and William Hill
Aldermen

Between Cavas Lovji of Madras Inhabitant Appellant and Hajee Ismail Merchant Respondent

The Respondent being on last Court day discharged the Judgt of his Appellant Bill in this Court with Costs to be Taxed and Paid and ordered by Order and Decree that the Appellant Bill and the Appellant the full and just Sum of One Hundred and Sixty seven Pagodas Twenty five Fanams Current Money of Madras being for Principal and Interest due on the said Bill / Rupees 136 : 36 : 66 / Rupees with all and Interest as now is or shall hereafter become due thereon till full Payment is made who will Costs of the Suit

Upon

Fides the 8th March 1784 —

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Panjah Moodelliar of Madras Inhabitant that Gonaree Mootu of Saint Thome Inhabitant stands well and truly Indebted unto your Orator in the full and just Sum of One Hundred and thirty eight Pagodas and forty Fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Fifty five Pounds Eleven Shillings and Seven Pence or thereabouts as will more fully and at large Appear by Copies of a Translation of a Bond and an Account Herewith Annexed for the Inspection of this Honble Court and which your Orator prays may be Admitted and taken as part of this your Orator's Bill of Complaint the Originals being in your Orator's possession ready to be produced where required — Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Gonaree Mootu of the said Sum of One Hundred and thirty eight Pagodas and forty fanams Current Money of Madras —

But now so it is May it Please this Honble Court that the said Gonaree Mootu absolutely and wilfully refuses to Pay the same or Injoy your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief unto as to this Honble Court shall appear agreable to Equity and your Conscience To the end therefore that the said Gonaree Mootu

made Oath and Sworn the Matter and things therein specified and allledged is fully duly Legally and Effectually to all Intents and Purposes as if the same were Sworn to Viva voce and particularly Sworn to and that he may be Decreed to pay and give Credit for said Sum of One Hundred and Thirty eight Rupees and forever with all Interest that now is or shall hereafter become due thereon after the Rate of Six

Margt Elmore the Marshal of this Court do make Oath and Declare & the Answer and Return by the Defendt Jno Garnier Esqr Late of Madrastapatam and the Defendt Mary Fernandez to the writ appears before the Worshipful Court Pursuant to the Writ and Return to the Writ by the Marshal Court Bailiff and Officers there and there to answer this Plaintiffs Bill of Complaint as in Justice he should be and whether Defendt Answer Shewn unto this Worshipful Court shall seem Meet

This Bill was Sworn to in Court before the Hon.ble Court this 3rd day of September 1783 & Answer Exhibited and Sworn to by the Defendt

John Mervyn
Mayor

Edward Ellis
Attorney for the Complt

Translation of a Mortgage Bond dated the 18th May 1783.

I Yenaia Moolee son of Mulayah Moodeliar Christian of Saint Thome do give this Mortgage Bond to Bayah Moodeliar of the same Place. That is to say. On my urgent Occasion I have Mortgage to you my House and Ground situate at Mootial pulla on the East Street to Padrys Garden Mulah Mudgeri Street on the South side to Sinnadoss House, On the North side to Moothi Ground together with an Account as Security for this Bond, for this and Borrowed and received of you the Sum of /125/ One Hundred and Twenty five Star Pagodas Current Money of Madras, which Sum I promise to pay you or on before the 30th November next with such Interest as may become Due thereon at the rate of 12p Cent p Annum in default of the said payment then you are to prosecute to Sue in the Mayors Court and Sell the said Houses Ground and pay yourself the Principal and Interest and the Costs you are to return to me. That I do give this Mortgage Bond by my Consent Withyches Conveyor Moodeliar and Sworn Pillah by their Knowledge Drawn by Vinalah Vander Annamalla Pandaram.

Withyches /Signed/ Yenaia Mooliar Moodeliar
Moodeliar
Saime Pilla

A true Translation as near as can be from the Malabar Language /Signed/
Soobarayaire
Interpr.

A true Copy
Edward Ellis

Yenaree Moota

To Ruspah Mootiallar Dr

1783
May 11th To Amount of your Bond of the 7th
Instant in Star & Pag. 7 May 1783 } 185.
at 10 p Cent p Annum

Pagodas 185 ll.

Test St George
7th May 1784

Errors Excepted

A true Copy

Edward Ellis
Dep. Secretary

Mayor's Court at Madraspatnam

Tuesday the 11th Day of May Anno Domini 1784

Present

John Munzies Esquire Mayor
Edward Garrow and William Webb
Aldermen

Between Ruspah Mootiallar of Madras Inhabitant Complainant and Yenaree Moota of Saint Thomé Inhabitant Defendant.

The Defendant being in Court and Acknowledging the justness of the Complainant's 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 thirty eight Pagodas and forty fanams Pags. 138. 40. -/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

Mayor

Fort St. George 25th March 1721

To the Worlds Hon.ble Mayor
Court at Madraspatnam

Humbly Complaineing Sheweth unto this Worll.d Your Orator Daniel Mungo of Madraspatnam That by Virtue of a Bond bearing Date the 2d Day of March 1720 Executed by Thomas Joss of Madraspatnam aforesaid Mariner unto your Orator in the Penall Sum of Thirty four Pagodas and Half for payment thereof Being Consideration money for Freight of Goods from Great Britain with Interest for the same at the Rate of Eight Shillings per Cent per Annum as by the said Bond Relation being had may more at large appear by Vertue of which Bond your Orator hath Right to Sue for and Recover the same in this Worll.d Court Nevertheless the said Thomas Joss Contriving how to Defraud your Orator of the said Debt and Interest thereof Combining and Confederating with Persons unknown to your Orator hath Absented himself from the Usual Place of his Abode and Residence and Refuses to Appear to Answer your Orator's Bill of Complaint or to Pay the said Debt and Interest thereof Contrary to Equity and Good Conscience

In Consideration whereof and for that your Orator is Remediless in the Premises at the Common Law and Only Relievable in this Worll.d Court of Equity Where Matters of this Nature are Usually Heard Tried and Determined

To the End therefore that the said Thomas Joss when he shall be Discovered may Come to Answer the Premises and Stand to and Abide such Order and Decree therein as to this Worll.d Court shall seem meet and that your Orator may have the Benefit of this his Bill of Complaint and Process of this Worll.d Court to Compell the said Thomas Joss to Appear to Answer the Premises and to Stand to and Abide such Order and Decree therein as to this Worll.d Court shall seem meet and your Orator shall Ever Pray &c.

Charles Baker
Atty for Compl.t

Interest as now is or shall hereafter become due thereon also all Costs of this Suit.—

May it Please this Worll.d Court to cause the said Thomas Joss to be Summoned and Required by the Sheriff of Fort-Saint George Town of Madraspatnam and the District thereof Personally to be and appear before this Worll.d Court at a certain time and place to be by this Worll.d Court for that purpose 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 Worll.d Court shall seem meet.—

This 25th March 1721.

His Bill was shown to me between the days of Adjournment 1st a Summons Returnable 1st Court Day

John Menzies
Mayor

Mr Thomas Sees Dr

1787				
Janry	2d	Bill Granted to Mr John McKenzie Pagodas	5	. .
1787				
August	6th	Cash paid for Same Bill to Pardigon Pillay	5	. .
		Cash Sent on Sundry Dates	15	. 25 . .
1787				
Nov	14th	5 Gilpins Rounty		30 .
		5 Ditto Coined		10 .
	17th	2 Ditto Rounty		12 .
	19th	1 Ditto Coined		2 .
	15th	2 Ditto Pr		4 .
	18th	1 Ditto		2 .
December	28th	Viscount		10 .
		5 Gilpins of Rounty		12 .
1788				
January	4th	1 A Ditto		10 .
		Viscount		10 .
		5 Gilpins of Rounty		12 .
	6th	1 Pr		2 .
	8th	3 Ditto Coined		12 .
	9th	1 A Ditto Rounty		2 .
Feby	5th	2 Ditto Coined		24 .
	7th	11 Ditto		12 .
		Viscount		10 .
	11th	2 Gilpins Coined		4 .
	27th	2 Ditto of Rounty		4 .
			£	44 .
March	5th	2 Prawns		30 .

To Settlement & Postages for Agency at Negapatam £ 10 .
p Memorandum
To Ditto on 20 Pagodas for 10 Rounds Ditto 0 . 15 . £ 25 . .

Agreed this 5th March

5th March 1788 McKenzie

A13

Inlet 13th April 1788

In the Honble the Mayors
Court at Madraspatnam

Between Daniel McKenzie of Madras
Victualler Complainant and Thomas Sees at
Madras Defendant

Daniel McKenzie the above named Complainant
maketh Oath and saith that Thomas Sees the above named Defendant
is justly and truly Indebted unto him the Deponent in the Sum of
thirty five Pagodas and thirty four fanams Current Money of Madras
being the Amount of a Bill due unto him the Deponent

Sworn in Court the Contents
of the Affidavit having been first
Explained to the Deponent
by me this 13th April 1788

James Taylor
Regr

Mark
The X of Danl Mackenzie

126

Mayors Court at Madraspatnam } Tuesday the 11th Day of May Anno Domini 1784

Present

John Menzies Esqre Mayor

Edward Gwinn and William Webb

Aldermen

Between Daniel Mackport [illegible] and Defendant

It appearing by the Records of this Court that the Usual Rule has been given for the Defendant to answer the Complainant's Bill which he has neglected so to do This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just Sum of Sixty four Pagodas and Twelve Fanams Current Money of Madras making in the Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five Hundred and Sixty one Pounds Fourteen Shillings or thereabouts as will more fully and at large appear by Copies of two Notes of Hand and an Account Current for the Inspection of this Honble Court the Originals being in the Complainants Possession are ready to be produced when Required And this Court doth further Order that the Defendant do pay unto the Complainant his Costs of Suit in this behalf expended to be taxed by the Master of this Court and upon Payment thereof that the Defendant be discharged out of Custody and upon Default of Payment of the said Sum of Sixty four Pagodas and Twelve Fanams and the said Costs within the Space of Fifteen Days next after the Taxation thereof that the Defendant do stand Committed to the Custody of the Keeper of the Prison of this Court there to remain until he shall pay the said Sum and Costs or shall otherwise be discharged by Order of this Court

Test

File 28th March 1784

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orators John Leathum and Angus Mackinlosh of Fort Saint George Merchants and Copartners that Charles Darke Stands well and truly Indebted unto your Orators in the full and just Sum of Six Hundred and fifty four Pagodas and twelve fanams Current Money of Madras making in the Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Five Hundred and Sixty one Pounds Fourteen Shillings or thereabouts as will more fully and at large appear by Copies of two Notes of Hand and an Account Current for the Inspection of this Honble Court the Originals being in your Orators Possession are ready to be produced when Required your Orators further Shew unto this Honble Court that they have frequently and in an Amicable manner Applied to Payment of from the said Charles Darke of the said Sum of Six Hundred and fifty four Pagodas and twelve fanams Current Money of Madras.

But now so it is May it Please this Honble Court that the said Charles Darke notwithstanding are unwilling to Pay the same or to give your Orators any manner of Satisfaction touching the Premises your Orators therefore pray a Gracious Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Charles Darke may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before

Fort Saint George 2d. May 1783.

One Month after Date I promise to pay to Mess.rs Southern and Mackintosh or Order the Sum of three Hundred and forty five Star Pagodas with Interest at the rate of twelve p. Cent p. Annum for Value received by Wm.

Star Pags 345. /Signed/ Charles Darke

A true Copy

Edward Ellis
Atty for the Compt.

Charles Darke Esquire Dr.

1783
May. To the amount of your Note of Hand payable in three Months . . . . . 200 . .
To Cleaning repairing and silvering three pair Spring Clock . . . . . 2 . . 202. . .
April. To 1/2 Dozen English Claret . . . . . 16/ 2h. . .
To Cleaning and silvering a Pocket Machinery Clock . . . . . 10. . . 34. . .
May. To the amount of your Note of Hand payable in one Month . . . . . 345. . .
Nov.r To 1/2 Bottle of English Claret . . . . . 9/ . . . . 33. .
Dec.r To Cash paid Mr Thomas for his fee . . . . . 8. . .
1784
January To 1/2 a Sitting Mat . . . . . 10. . .
2 Feathers @ 8/6 3/4 . . . . . 8. . . 18. . .
613. 33. .
July To Interest on the following
Pags 200 from 19 June 83 to 20th July 84 . . . . . 16. 16. .
345. 28th June 83 to 8th July 84 . . . . . 25. 2. .
1. 18. . . . . 5. .
Pagodas 658. 12. .

Port St. George
2d. February 1788

E.E.

/signed/ Southern and Mackintosh

a true Copy
Edward Ellis

Mayors Court at Madraspatnam } { Tuesday the 11th Day of May Anno Domini 1742

Present

John Menzies Esqr Mayor

Edward Garrow and William Pitt

Aldermen

Between John Sullivan and Hyder Hadjee of Golconda Merchants and Charles Maitland Esqr Attorney and Clerk of the same place Defendant

It appearing by the Records of this Court that the Writ of Latitat issued for the Defendant to answer unto Plaintiff in a Debt of Pagodas Sixty Three and Fanams Eight as by the Bailiffs Return thereof appears and that accordingly the Defendant was taken and Came before the Court and Plaintiff declared against him for the said Debt and Damages and Pagodas Fifty more for Costs of Suit and the Defendant not appearing to Answer the same although he was three times Solemnly called Thereupon it is Ordered that Judgment be entered against the Defendant for the said Debt and Damages and Costs of Suit

Filed 13th May 1742

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Moohah Moodeliar of Madras Inhabitant by his Attorney William Clarke of the same place also Inhabitant That Whereas your Orator some time on or about the 9th Month of April in the year One thousand Seven Hundred and Seventy Seven Advance and Lent unto one Kollyppanayer Agutteppen Cutty of Madras Baker the Sum of Six Hundred Star Pagodas for the Securing the Payment thereof the said Kollyppanayer Agutteppen did enter into one Cadjan Bond or Obligation Written in the Malabar Language under date the Thirteenth Day of April in the same year and thereby did by way of a Mortgage Sell Assigne Transport and make over unto your Orator Twenty Cutty Cuts of a House and Ground with its Appurtenances lying and being at Petty Naick Pettah in Petty Nayaques Street and also at a Market Pettah in Kollyppanayer Street Subject to Redemption upon Payment of such Interest as might be due on Demand after the Rate of Twelve per Centum per Annum as will more fully appear by Reference being had to a Copy of the Translate from the Original in the Malabar Language hereto Annexed and the Original signed by the said Kollyppanayer Agutteppen on your Orator's Behalfe ready to be produced to this Honble Court when ever required your Orator further Sheweth that there is now due and owing unto your Orator the Sum of One Thousand and Thirty two Star Pagodas being the Amount Principal and Interest of the said Bond or Obligation which after the Rate of Eight Shillings for every Pagoda makes the Sum of four Hundred and

Effects of the said Rollygodungen Agutteapen the aforesaid Sum of One Rixdollar and Sixty two Star Pagodas together with all such Interest as now is or shall hereafter become due thereon; also all Cost of Interest.

May it Please this Honble Court to cause the said Chacahpatall to be Summoned and Arrested by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court Posited and appointed, then and there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Chas. Bromley
Atty Compt.

Translation of a Mortgage Bond dated the 8th April 1777 Malabar Style

I Rollygodungen Agutteapen of Madras do give this Mortgage Bond to Moodah Mootthial Merchant of Tandaven Coliem Tamingrah Mootthiar of the same place Thatis to say —

On my Hereditary Occasion I have Mortgaged to you my House together with the Chunkay Tiled Pucka Situate at Peddy Naigs Pillah on Peddy Nauneris Street on the South side to Nungapens House, and on the East side to Arrapeens Chunkay House, Mortgage to you my Patnam together with a Chunkay Tiled Pucka Situate at Moodah Pillah in Pedday Nauneris Street, that between the Premises of Tandavenjen and Vengeen and Rented and Revenue of you the Sum of 600 Star Pagodas Current Money of Madras which Sum I Appoint to pay you on

Interest due on this Mortgage Bond or Obligation —

But I now or at any Time hereafter the said Chacahpatall and myself or by you your Order any manner of Molestation thereby the said Mortgaged Premises or Current Coin shall or to be had from your Order Heirs Execrs or Current Coin shall or to be had from the said Premises aforesaid to Justify and Good Security for the said Mortgaged Premises that the said Chacahpatall may pay the Capital Cash Gold Star Pagodas Current Coin and Interest due thereon and Chargeable Charges and Losses after Appointed to you your Order as aforementioned by the said Rollygodungen Agutteapen

To all People to whom these Presents shall come Greeting Whereas Kolleyguburgoo Angallieparen Lak of Madras Baker Deceased did in his life time Stand Indebted unto Mootiah Mootelliar also of the same place in the Principal Sum of Six Hundred Star Pagodas upon a Cadjan Malabar Bonber Obligation bearing date the thirteenth Day of April in the year One Thousand Seven Hundred and Seventy Seven, Now Know Ye that the Said Mootiah Mootelliar for a Valuable Consideration to him in Hand paid by William Clark of Madras Inhabitant at or before the Sealing and Delivery of these Presents the receipt whereof he the Said Mootiah Mootelliar Do Hereby Acknowledge he the Said Mootiah Mootelliar have assigned and set over and by these Presents do assign and set over unto the Said William Clark the said Cadjan Mortgage Bond and Account and the Money or Account Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Mootiah Mootelliar for the Consideration aforesaid have made Constituted and Appointed and by these Presents do make Constitute and appoint the said William Clark his Executors and Administrators his true and lawful Attorney 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 William Clark his Executors Administrators and Assigns to ask require Demand and receive of the said Mootiah Mootelliar his Heirs Executors and Administrators the Money due and to become due on the Said Mortgage Bond and Account and on non Payment thereof he the said William Clark his Heirs Executors and Administrators to sue for and recover the same and on Payment thereof to Deliver up the said Mortgage Bond and Account and give sufficient Releases

Sum to Consult that and whatsoever the said William Clark his Attorney or Attorneys under him shall Lawfully Act for the Mostak Mastellier to Him by either and affirm and the said Mostak Mastellier to Covenant with the said William Clark his the said Mostak Mastellier Heir and to and for with the said Wm Clark his Executors Admrs and Assigns from any Act that may happen to them thereby Indemnifying the said Mostak Mastellier Heirs Executors and Admrs and that in Witness whereof the said Parties have hereunto Set their hands and Seals in Madras this 22nd day of May in the year of our Lord One Thousand Seven Hundred and Eighty three

Signed Sealed and Delivered
in the Presence of

Grant Robert

Thurmongerayen

(11)

Filed 25th June 1783.

In the Worshipful the Mayors
Court at Madraspatnam

The Plea of Chacopatah of Madras
Inhabitant Widow and Relict of Ketyppanayer
Agattayan late also of Madras Inhabitant
Deceased Defendant to the Bill of Complaint
of Mostak Mastellier by his Attorney
William Clark Complainant.

This Defendant by Protestation not Confessing or Acknowledging all or any the Matters and Things in the Complainants said Bill of Complaint contained to be true in such manner and form as the same are therein and thereby alledged and set forth for Plea therunto Saith that there is no Cause founded thereon which upon Principles of Law Reason or Equity can or ought the Complainant to bring this Defendant before this Worshipful Court under or by Reason of the Action which the said Complainant hath commenced and brought against this Defendant because this Defendant saith that the Nominate Executrix or appointed Executrix of the last Will and Testament of the said Agattayan Deceased not hath this Defendant ever taken upon her doth she intend to take upon herself the Burthen of the Administration of the Estate and Effects of the said Deceased and this Defendant saith she is not Executrix indirectly decently an Executrix of Her own Wrong as this Defendant saith in no way or manner intermeddled in the Estate and Effects of the said Agattayan Deceased nor in the Management of the same or any part thereof for all which Reasons this Defendant doth Plead that the said Complainant ought not and cannot in Equity or Law to bring this Defendant before this Worshipful Court on the Action Commenced

of the said Complainant against this Defendant are true Certainly how
it does not appear and this Defendant doth not know or
doth not believe that the said Complainant doth by undertaking the
Burthen of the Administration of the Estate and Effects of the said Edward
Douglass or Estate himself to bring this present Bill against this Defen-
dant for the Matters in the said Complainants Bill mentioned and doth
this Defendant further saith that this Defendant does now owe unto the
Honourable Edward Hamilton Esquire the Sum of Two Thousand Pounds
with the Interest of the Principal and the other sum doth amount to the
Sum of Seventy nine pounds and this Defendant is ready and willing
and hereby offers to pay the same unto the said Edward
Hamilton Esquire or into the Court of Exchequer as this Honble
Court shall direct and order and this Defendant doth submit to
pay the same accordingly and this Defendant doth further say that
he has not any Estate or Effects of the said Edward Douglass which he
ought to account for to the said Complainant or any other Person or Persons
whatsoever and this Defendant doth further say that he hath not
confessed any Judgment or Judgments or Statute or Statutes or Recognizance
or Recognizances to any Person or Persons whatsoever to the Intent or
purpose to defraud or delay the said Complainant of the Debt and Effects
of the said Edward Douglass or Estate and this Defendant doth further
say that he hath not any Estate or Effects of the said Edward Douglass
or Estate in his Hands or Possession to any Person or Persons whatsoever
to the Intent or purpose to defraud or delay the said Complainant of the
Debt and Effects of the said Edward Douglass or Estate and this Defen-
dant doth further say that he hath not any Estate or Effects of the said
Edward Douglass or Estate in his Hands or Possession to any Person or
Persons whatsoever to the Intent or purpose to defraud or delay the said
Complainant of the Debt and Effects of the said Edward Douglass or
Estate and this Defendant doth further say that he hath not any Estate
or Effects of the said Edward Douglass or Estate in his Hands or Pos-
session to any Person or Persons whatsoever to the Intent or purpose to
defraud or delay the said Complainant of the Debt and Effects of the
said Edward Douglass or Estate and this Defendant doth further say
that he hath not any Estate or Effects of the said Edward Douglass or

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 Plea of the said Defendant, is very uncertain, evasive and insufficient, and for further Reply unto the above said Plea of the said Chancellor the said Replicant says, that both Law and Equity point out the mode and manner in which way the Replicant is to proceed, for by the Mortgage executed by the said Rollo Lyndesay Augustus Pope, the Heirs and Representatives of the said Deceased, and more Especially those who are in possession of the Mortgage Premises under the Title of a Widow and Relict of the said Deceased, she the Defendant being so in Possession by Virtue of such Title, is the Proper Person whom the Replicant ought to call upon, to take up the Mortgage by Payment of Principal and Interest, or on default thereof to subject the Mortgage Estate to a Foreclosure, & thereby cut off all Equity of Redemption, the Bill of Complaint as filed against the Defendant, as the Widow and Representative of her Deceased Husband is Regular and According to Equity, as Notice must be first given to the said Defendant of any Incumbrance there may be on the Deceased's Estate as any Sale made of the Mortgage Premises without Notice would be void in Law. The Replicant further says, that the Defendant appears in no way conversant with the Law of Foreclosure or the proper Steps to be taken in the like Cases with the present Matters in question before this Honble Court, the Defendant Disclaiming any Recourse or Right of Redemption to the Estate and Effects of

Filed 15th Sept 1823

The Replication of Complainant by his Attorney to the Answer of Defendant to the Bill of Complaint of Complainant and Relief of Complainant as to said Answer

The Replicant

Plaintiff was one of the next of Kin of the said Deceased at any time that a Distribution of her said Husband's Estate was made, and who being the debt entitled by the affidavit to the Benefit she was she ought on the Proper Person to be brought before this Honble Court, whether it be an Executrix in her own Wrong or as the Widow and next of Kin to the said Deceased. The Defendant says that there is no Reason that the Defendant whom the said Plaintiff now calls upon for payment of the Principal and Interest due on the aforementioned Mortgage and on which Plaintiff claims to foreclose the Equity of Redemption as in the Bill is alledged should be compelled to pay the Money due on the said Mortgage Premises because the Plaintiff and the Defendant as the Mortgagee

The Defendant further to the Plea of the Defendant says that the Plaintiff is wholly mistaken as to the Title the Plaintiff claims by his Claiming and ought to be made the proper parties as Defendant to this Suit and that the Plaintiff brings against the Defendant. The Plaintiff says Defendant his Right of Action as a Mortgagee against the Defendant as Heir and next of Kin to the Deceased and she being in Possession of part of the Estate of the Deceased as Executrix or Administratrix in her own Wrong whereby the said Defendant says she has not intermeddled with the Estate and Effects of the said Deceased save as the Money" he owing" although as the says owing to her the Defendant says that the Plaintiff does not claim to have any thing to do with any of the Money due on the Mortgage to the Defendant out of the Estate of the Deceased but

of the said House and all and every part of the Estate and Effects of the said Deceased which have come to her hands or Possession to any Person whomsoever who shall appear to be legally Authorized to Demand and Receive the same," but that the Defendant could not think or allow that she ought in Equity to Deliver the same to the Plaintiff who she the Defendant says has failed to shew or set forth any right or Sum to Demand or Receive the same," Save the Plaintiff says is a plain Confession of Assets in possession of the Defendant but whether there were any Assets or no, is not the question presently before the Court The Plaintiff derives his Title from his Mortgage and by virtue thereof calls upon the Defendant as the Widow of the Deceased and as Executrix in her own Wrong and from her being in Possession of the Mortgage Premises it being a General Rule in Equity that wheresoever any person possessed themselves of the Assets of the Deceased a Creditor has a right of Action against such Person. The Pleading that the said Defendant has a Son at the full age of Twenty one years is totally out of the Question. the Defendant being in possession of the Estate and Effects of her Deceased Husband by Virtue of her Title as the Widow of the said Deceased renders her responsible to the Creditors as far as Assets will go. The Plaintiff lastly says as to any Plea that the Defendant may have to an Assignment to the Plaintiff getting Satisfaction on the Mortgage, the same is totally Nugatory as the Mortgage must be claimed either out of the Mortgage Premises or from the Assets of the Deceased both of which the Defendant is in Possession of. All which matter

and from us this Horible Court shall Direct and Humbly prayes
and by his said Bill of Complaint the said Humbly Prays

Shas Brownley
Atty Agt

Extract from the Minutes of the Court held at the Towne Hall
on Tuesday the 11th Day of May Anno Domini 1748

Present

John Manzies Esquire Mayor
Edward Garrow and William Webb
Aldermen

Mooliah Mootellaw by his Attorney William Ibbot
vers
Chacapatah

Bill with an Account of Payment and Copy of Receipt of the Plt
Recd Answered Read
Other Read
Replication Read

The Defendants Plea and the Replication
Read every on the Argument and Debated the Day in the Presence
of the Attorneys on both sides and the Court being Ripe in the Affair
doth Order & Decree that the Plea made Void by the Defendant
or his Counsel Argued and Disallowed This Court doth Adjudge
that the Defendant doth Answer the Plaintiffs Bill and
that the Complainant doth Recover his Costs of Suit

Dated 6th April 1748.

To the Honble the Mayors Court
at Madrasspatnam.

Humbly Complaining Sheweth unto this Honble Court your
Orator Vanda Bookendoss by his Attorney John Francis of Madras
Inhabitant that Dayaram Aiean also of the same place Merchant
stands Indebted unto your Orator in the full and just Sum of Six
Hundred and fifty Seven Pagodas Twenty Seven fanams and fifty
four 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 Sixty three Pounds nine Shillings and five Pence
or thereabouts as will more fully and at large appear by Copys of an
Account Current and an Assignment hereunto Annexed for the Inspection of this
Honble Court 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 payment of the said Sum of Six Hundred and
fifty Seven Pagodas twenty Seven fanams and fifty four Cash from the said
Dayaram Aiean -

But now so it is May it please this Honble Court the said
Dayaram Aiean Absolutely and wilfully refuses to pay the same or to give
your Orator any manner of Satisfaction touching the Premises your Orator
Humbly prays a Several Relief such as to this Honble Court shall appear
agreable to Equity and Good Conscience & to the End Humbly that the said
Dayaram Aiean 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 and truly and Effectually to all
Intents and purposes as if the same were Interrogated Repeated and particularly
Interrogated and that he may be Decreed to Pay unto your Orator

D.r Dayaram Ascan in Account Current with Vanda Bookendoss C.r

1778 March 5th	To the Amount of your Mortgage Bond of this date	473.	10.	75.	1778 March 5th	By Balance due	657. 37. 5h
	To Interest P.r from Account 5th 1779 to March 5th 1778 is 6 yrs 4 M.s 27 D.s @ 9 P.r Cent P.r Annum	184.	16.	50			
	Pagodas	657.	37.	5h		Pagodas	657. 37. 5h

Fort St. George March 5th 1778

E. E.

Edward Ellis

Agt for the Company

To all People to whom these Presents shall Greeting
Know ye that I Vanda Boskowitz of Madras Merchant in the Exchange of
Consent Bombay this fifth day of March in the year of our Lord One
thousand seven hundred and Eighty four Have made ordained and
by these Presents do make ordain and in my stead and place put
and depute Thereby Have ordained and put and by these Presents do
Madras ordain and put the said Consent Consent being of
Yet the said Vanda Boskowitz for a Valuable Consideration to her
hand paid by John Francis of Madras Merchant the Receipt
whereof and Discharge of the said Vanda Boskowitz doth hereby
Judges the the said Vanda Boskowitz doth ratify and allow
said Consent Consent and the Money or Account Balance
Richard Hampton due and owing and which may become due
and all the Right of me and the same and every part thereof
said Vanda Boskowitz for the Consideration aforesaid doth hereby
Absolute and Effectually vest by these Presents and doth hereby
appoint the said John Francis his Executors Administrators
and Lawful Attorney or Attorneys irrevocable for him and
and Name of the Executors and Administrators but for the sole
proper use and benefit of the said John Francis his Executors
Testator to ask require Demand and Receive of Thomas Hamilton
Executor Administrator or Attorney the said Account Current
Account Current and the Money due and to become due thereon
and Effectual Discharge or Discharges for the same and
sufficient Release or Discharge therefore and one or more Attorney or Attorneys
under him to Constitute and substitute whatsoever the said John Francis or his
Attorney or Attorneys under him shall Lawfully do in the Premises he said
Vanda Boskowitz doth hereby allow and affirm and the said Vanda Boskow-
-itz doth Covenant with the said John Francis that he said Vanda Boskowitz
hath not Received nor will Receive the said Money due or to become due on
the said Account Current or any part thereof neither shall or will Release
Discharge the same or any part thereof but will own and allow of all Law-
-full proceedings for the Recovery thereof by the said John Francis saving the
said Vanda Boskowitz harmless of and from any Cost that may
happen to him thereby In Witness whereof he the said Vanda
Boskowitz hath hereunto set his hand and Seal in Madras this
Twenty Ninth Day of March in the year of Our Lord One thousand
seven hundred and Eighty four.

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

A true Copy
Edward Ellis
Atty for the Compt

List

Mayors Court at Madraspatnam

Tuesday the 25th Sept 1744

Present

John Menzies Esqr Mayor

Edward John Holland and Robert Ewing Aldermen

Between [illegible]

Plaintiff Complainant and [illegible]

Defendant

It appearing by the Accounts of the Cash Keeper that the Defendant has not paid the Complainant the Sum of Three Thousand Three Hundred and Seventy Star Pagodas and Fifty four Cash Pagodas together with Interest on the same as directed by the Decree of this Court dated the 25th Instant

It is Ordered

Filed the 13th July 1742.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Charles Smith by his Attorneys Alexander Cuthbert Alexander Brodie and John Douglas of Madras Esquires that Hishradoss Vejendoss of the same Place Soucar stands Indebted unto your Orator in the sum and Summ of Five thousand and twenty Star Pagodas and thirty three fanams Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two thousand and Eight Pounds Two Shillings and Six Pence or thereabouts as will more fully and at large appear by the Copies of a Bond and an Account Current thereon hereunto annexed for the Inspection of this Honble Court and prayed by your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in your Orator Keepsheirs and ready to be Produced to this Honble Court when required and your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner requested the Payment of the said Sum of Five thousand and Twenty Star Pagodas and thirty three fanams

But now so it is and may it please this Honble Court the said Hishradoss Vejendoss obstinately and wilfully refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator prays a general Relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience to the End therefore that the said Hishradoss Vejendoss 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 allledged as fully truly and effectually to all intents and purposes as if the same were herein

To write your Order the right Hon.ble Name of these Honourable Court for Bonds and likely they preferr me with all such Indent as are made to other Lawyers that Known the Honourable Court

May it Please the Worshipfull Court Know all Men by these Presents that We Kistnadoss Virgadoss of Madras Soucars are held and firmly bound unto Charles Smith Esq.r of the same place in the Royal Sum of Five thousand Star Pagodas to the Payment whereof well and truly to be made to the said Charles Smith his Heirs Executors, Administrators or Assigns We do Firmly bind ourselves our Heirs Executors and Administrators firmly by these Presents As Witness whereof We have hereunto set our Hands and Seals in Madras this Twenty fourth Day of April in the year One Thousand Seven Hundred and Eighty One.

Star Pags 10000 5000

Whereas the above bound Kistnadoss Virgadoss have Borrowed and Received of the above named Charles Smith the full and just Sum of Five thousand Star Pagodas to Have and Interest at the Rate of Nine per Cent per Annum Payable in two Months.

Now the Condition of this Obligation is such that if the above bounden Kistnadoss Virgadoss their Heirs Executors, Administrators or Assigns shall well and truly Pay or Cause to be paid unto Charles Smith his Heirs Executors, Administrators or Assigns the full and just Sum of Five Thousand Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full Force and Virtue.

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

B.d July 1783

This Bond was shown to Wm Hodges the day of Assignment that a Stamp

Edwd Garrow
Atty for Compt

[illegible] the aforesaid Sum of three thousand [illegible]
Pagodas and Sixty three fanams with all such Interest as aforesaid
after the Rate aforesaid to the said Court of the said

Mayor & Aldermen the Worshipful Court of
Requests Assembled at the Summons and Appointment of the Worshipful
George Lewis Esqr Mayor of Madraspatnam and the Worshipful Thomas
and appear before the Worshipful Court at a certain Time and Place
Worshipful Court for Justice and Equity to be Administered
Creditor Bill of Complaint and Suit against the Defendant Kistnadoss
and there Answer unto the Worshipful Court Bill and Answer filed

15th July 1783

Kistnadoss Virgadoss Defendant
the 24th day of September last a Summons
upon the Defendant Worshipful Court Day

Edwd Garrow
Atty for Compt

Know all Men by these Presents that We Kistnadoss Virgadoss of Madras Soucars are held and firmly bound unto Charles Smith Esqr of the same place in the Royal Sum of Ten thousand Star Pagodas to the Payment whereof well and truly to be made to the said Charles Smith his Heirs Executors, Administrators or Assigns We do Jointly and severally our Heirs Executors and Administrators firmly by these Presents In Witness whereof We have hereunto set our Hands and Seals in Madras this Twenty fourth Day of April in the year One Thousand Seven Hundred and Eighty One —

Star Pags
10000
5000

Whereas the above bound Kistnadoss Virgadoss have Borrowed and received of the above named Charles Smith the full and just Sum of Five thousand Star Pagodas to have and Interest at the Rate of Nine per Cent per Annum Payable in two Months.

Now the Condition of this Obligation is such that if the above bounden Kistnadoss Virgadoss their Heirs Executors, Administrators or Assigns shall well and truly Pay or Cause to be paid unto Charles Smith his Heirs Executors, Administrators or Assigns the full and just Sum of Five Thousand Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect otherwise to Continue in full Force and Virtue. —

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

In the Honble the Mayors Court at Madraspatnam

Fryday 13th July 1782.

Between Charles Smith by his Attornies Alexander Cuthbert Alexander Brodie and John Douglas exrs

Kistnadoss Veyeadoss

John Douglas One of the above Named Attornies and acting Attorney for the above named Charles Smith maketh Oath and Saith that the above named Kistnadoss Veyeadoss stands justly and truly Indebted unto the above named Charles Smith in the full and just Sum of Five Thousand and Seventy Star Pagodas and Thirty three Fanams with Interest thereon from the Tenth Day of this Instant July

Sworn in Madras
this 13th Day of July 1782.
Before Me
Edwd Garrow
Mayor

John Douglas

Bgrham
Attr for Compt

(86)

Fridy 26th August 1785

The Answer of Richard [illegible]
Esqr of Madras Senior Officer
the Fort & Garrison of Cha[illegible]
to the Bill of Complaint of Charles
Ky his Attorn[illegible] Manuscript
Merchts Residg with John Hop
Fort Saint George Esquire Comp

This Defendant now and at all times
hereafter saving to himself all and all manner of benefit
Advantage of Exception that may be had or taken to the many
Untruths Uncertainties and Insufficiencies in the said
Complainants said Bill of Complaint contained for Answer
unto so much thereof as this Defendant is advised it is
[illegible] for him to make Answer unto He this Defendant answering
Defendant saith that [illegible] Complainant
Complainant on the [illegible] of [illegible]
Sixty three pounds Sterling [illegible]
Sixty three pounds Sterling [illegible]
[illegible] Defendant [illegible]
[illegible] Complainant

The Payment of the said Bills in Bengall, without adding, that there should be a Clause inserted in such Bond to that purpose. This Defendant further Answering saith, that after much importunity, he, this Defendant, did Consent to give his, this Defendants Bond to the said Complainant upon this express Condition, that he, the said Complainant should make no Demand upon this Defendant for the Amount thereof, till the said Bills of Exchange, which this Defendant received in Consideration of the said Bond, were paid in Bengal, and where this Defendant was going to execute the said Bond, this Defendant was going to Write such Condition under this Defendants Signature, which he, this Defendant, was prevented from doing by Coromandaloor, Dubash, and John Douglas, attorney to the said Complainant, who assured this Defendant that such Condition was inserted in the Body of the Bond, and that a Repetition of it, under his, this Defendants, Signature would be highly improper; which Representation of the said Coromandaloor and the said John Douglas made this Defendant desist from his Intention, as this Defendant could not Conceive, that they, the said Coromandaloor and the said John Douglas would take such an unfair advantage of this Defendants Ignorance of the English Language as to enforce upon him, this Defendant, in the most manner which he, this Defendant was forced this Law in case, there being no such Clause as this Defendant is informed; and this Defendant further Answering saith, that

said John Douglas, Attorney to the said Complainant, who would procure another Bill of Exchange for this Defendant. This Defendant further Answering saith, that on Compliance with the Request of the said Complainant, he, this Defendant, did apply to the said John Douglas for another Bill of Exchange, who always promised to procure the same, but put this Defendant off from time to time with evasive Excuses, and at last, after much importunity on the part of this Defendant, he, the said John Douglas, only procured this Defendant a Copy of one of the Bills of Exchange that was lost from Mr. Maubray the Accountant, instead of another Bill of Exchange of the same Tenor and Date, which he had so often Promised this Defendant to obtain. This Defendant further Answering saith, that he, this Defendant, transmitted the said Copy of the said Bill of Exchange, which the said John Douglas delivered to this Defendant, to his Comattah or Merchant, with Instructions to endeavour to procure the Amount thereof upon the Credit of such Copy, but whether he, the Defendants, Comattah has succeeded therein or not, this Defendant cannot set forth, not having yet received any Account from him. This Defendant further Answering saith, that he is an entire Stranger to the Payment of the Sum of Five Hundred Pagodas, for which the said Complainant has given this Defendant Credit in his said Account Current for this Defendant doth aver, that he this Defendant, never paid the said Complainant one Fanam or part Payment of such Bond, nor did he, this Defendant, ever give any Terms or Persons any Instructions or Directions to Pay such Sum to the said

A23 865

Filed 2d. Sept. 1782.

The Replication of Charles Smith by his Attorneys Alexander Cuthbert Alexander Brodie and John Douglas to the Answer of Kistnadeff Vyyre Defr.

This Replicant by his said Attorneys now and at all times hereafter saving and reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Insufficiencies and Imperfections in the said Answer Contained for Replication thereunto Saith that the said Bill of Complaint and all and singular the Matters and things therein Contained are good true Certain and sufficient to be Answered unto in manner and form as the same are therein Set forth and Alledged and that the Answer of the Defendant is untrue in almost every particular therein Set forth and for further Replication to the Answer of the said Defendant the said Attorneys of this Replicant say that they are uninformed to any Conversations which may have happened between the Replicant and the Defendant respecting the Loan on behalf of the Honble Company as Set forth by the Defendant they only know that the Defendants Bond was left with them with Instructions to Recover the Money due thereon to the Replicant but the said John Douglas one of the Replicants Attorneys and who hath the Principal Management of the Replicants affairs saith that he hath enquired of the Dubashes and Banks who served the Replicant and that he is informed by them that the said Defendant did agree with the Replicant to receive the said Bonds of Exchange of his own free Will and Consent and the Bargain was made over Con-

866

this Respondent to make the Replication of the said Bill and to
declare the Replication such he hath not but any answer
his Corrected of his Lawful Answer the said Bill the Replicant
Ryles to prove to the satisfaction of this Honble Court that he
hath acknowledged his Lawful Answer three Hundred Pounds
Sterling being on part and for Account of the said Debt of
Grounds by this Replicant in the Allegat Answer of the
Bond and this Replicant by his said Attorney doth deny
generally Answer that all Bonds drawn by the Province of
South Carolina on the Receiving of their Attorneys
to the Month of January last [illegible] Sterling
and that Hughes the Replicant hath only Received of
or his Corrected the first Instalment for which Answer he
and now Showing the Said receipts the Bond or Bonds
of this Replicant and this Replicant by his Attorney further
that notwithstanding the Agreement of the Replicant to the
the Replicants Attorney have Issued forth Subpoena
five Hundred Pounds Sterling on the said Account towards
which were Sent to the Consideration of certain Bills of
granted by the Replicant to the said Complainant Hall
by his said Attorney further Insist that upon the Agreement
the Replicant brought Several Bills and Considerable Bills
and that the Replicant hath only Received of the said
Complainant Hall

Filed 18th October 1787

[23] 865

that if he was Sued for the same he should Deny the Justness of the Debt and State such Matters and things as ought here to put off the Payment thereof —

All which Matters and things this Replicant is ready to Aver maintain and prove as this Honble Court shall — Award and Humbly prays as in and by his said Bill he hath — already Prayed —

Pinkham
Solr for Replt

The Rejoinder of Richard Inglish Esqr of Charles Town in the United States of America to the — Replication of Charles Smith by his — Attorney Alexander Cuthbert Attorney for Bonds and John Douglas of the same place United States Merchant —

This Defendant now and at all times Hereafter — saving and Excepting unto himself all and all manner of benefit and Advantage of Exception that may be had or taken to the many and Insufficiencies and manifold Imperfections and Uncertainties and uncertainties and Imperfections in the Complainants said Replication for Answer thereunto or unto so much thereof as this Defendant is advised is Material or necessary for him the Defendant to make Answer unto he this Defendant for Answer thereunto

the Written and Things thereon Mentioned to be their respective Acts
and Deeds to the Same to be Signed and Executed as aforesaid
Known and Read by the Said Witnesses and Each of them
and Complainant or any other Person and Whether the Said Bond
and Assignment or any other Deeds and Writings were
Read over and Explained to the Said Obligor before
Him the Said Complainant or the Said and Each of the
Witnesses and Signed Sealed and Delivered by the Said
Obligor in the Presence of the Said Witnesses and Each of them
and Whether the Said Witnesses or Either of them Subscribed
their Names as Witnesses to the Said Bond and Assignment
at the Request of the Said Obligor and in his Presence
For what Reason Cause or Consideration the Said Obligor
Obliged Himself to the Said Complainant by the Said Bond
or the Said Assignment Whether the Said Obligor Executed the Said Bond
Assignment the Said Obligor Executed the Said Bond and Assignment
Freely and Voluntarily and Without any Force Fear or Compulsion
and Whether the Said Obligor Executed the Said Bond and Assignment
Knowing the Contents thereof and Whether the Said Obligor
Executed the Said Bond and Assignment Knowing the Contents thereof
and Whether the Said Obligor Executed the Said Bond and Assignment
Knowing the Contents thereof and Whether the Said Obligor
Executed the Said Bond and Assignment Knowing the Contents thereof

Thomas Scott
Atty for Plff

Interrogatorys to be administered to such Witnesses as shall be produced Sworn and Examined on a certain Cause now Depending and at Issue in the Hon'ble the Mayors Court at Madrasspatnam wherein Charles Smith by his Attorneys Alexander Cuthbert Alexander Boodle and John Douglas is Complainant and Hutchinson Dossoy Vengadoss is Defendant

On the part and behalf of the said Complainant

To all ... 1st Do you or do you not Know the Parties Complainant and Defendant in the Title of these Interrogatories mentioned or either and which of them also do you or do you not Know the said John Douglas and Power of Attorney Produced by the said Complainant If you Know any Know you or Believe them or either and which of them Declare

Tellicalla Annoyaum Arnavah Chingleroy } 2d Were you or were you not Present and did you or did you not see Hutchinson Vengadoss Execute sign and seal a Paper Writing to the Complainant named in the Title of these Interrogatorys If you Saw the Paper Writing now produced and shown to you at the time of your Examination marked with the Letter A and purporting to be a Bond or Obligation from the said Hutchinson Vengadoss to the said Complainant is or is not the Signature in the proper Language Characters Set and Subscribed of the Proper Hand Writing of the said Defendant and are or are not the Names Tellicalla Annoyaum and Arnavah Chingleroy set and Subscribed as Witnesses to the Written Instrument Writing Obligation to the Execution thereof by your Said Deponent

Duffs ... 3d Did John Douglas [illegible] Power of Attorney bearing Date the 15th of March 1768 Produced by the Complainant and Shown to you at the time of your Examination marked with the Letter B purporting to be a Power of Attorney from the Said Complainant to the Said John Douglas to Act for the Complainant in the Body of the Bond [illegible]

any objection at the time he signed the same —

Ramanbo-lum } 6th Were you or were you not Head Peshcar to the Complainant during the Residency of Sadasiva Pauge — Did or did not the Complainant there you to negotiate among the Shroffs of any of the Bonds the Ninth Instalment Bonds the Residency of Sadasiva Pauge or Bungalow — Did you or did you not apply to the Defendant on Complainants behalf for the same — If you admit the same say when where you did at that time and did or did not the Defendant promise & Deposit to the Complainant for Three Thousand Pagodas on Consequence of which Application at that time & there you and the Defendant Sha you Shroff of the Present Suit agreed the Defendant should deposit the Amount due on the Bonds accruing by the Defendant to the Complainant as the Profits of the said Bungalow Bonds which the Defendant accordingly & the best of your Knowledge and Recollection —

Ditto 6th Do you remember that any Instalment was ever paid by the Defendant or any Person on the Part of the Defendant to the Complainant and if so state the Amount thereof to the Complainant and to whom the same was paid — Declare the same fully —

Ditto 7th Did you at any time after the Commencement of the Present Suit Demand the said new Consolidated Bonds back again, and were they returned to You?

Ramachilly and Venkatachellia Chetty } 8th Did the above named Defendant ever Desire you to intercede on his behalf with the above named Complainant about giving time for Payment of his Bond of Two Thousand Pagodas to the Complainant — And was or was not such application just before the Departure of the said Defendant from Madras and after the arrival of Lord Macartney or at any other and what time — If you recollect the whole fully to the best of your Knowledge and Recollection —

Nagaiah Chetty } 9th Did you or did you not some time in the Month of December which was in the year of our Lord One Thousand Seven Hundred and Eighty One or at any other and what time by the Direction of the Defendant or by whom else pay with the Attorney of the Complainant the sum of Five Hundred Pagodas or any other and what sum — If you say any and what sum and what Amount did pay the same — Declare why and on what and what Amount fully to the best of your Knowledge and Remembrance —

Shashachellum } 10th Did you or did you not [illegible] Venkatachellum [illegible] of the Commencement of the present Suit and did you or did you not ask the Defendant whether he had spoke to the Complainant about

Mayors Court at Madraspatnam — Between Charles Smith by his attorneys Alexander Cuthbert Alexander Brodie and John Douglas Complainant and — Kistnadoss Complainant and Kistna doss Verpedoss Defendant —

On the part of the Complainant —

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

Tellicalla Arrnogam of Madras Merchant Aged 51 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 17th Day of February 1783 Sworn [illegible] the Office of Mr Thomas Jones who is attorney for the Defendant by Interpreting my Answers 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 Charles Smith in this Cause and that he hath so known Complainant Charles Smith in this Cause and that he doth also know the Defendant twenty years or thereabouts and that he hath so known him and Kistnadoss Verpedoss in this Cause and that he hath so known him Seven or eight years and more saith not to this Interrogatory —

2nd To the second Interrogatory this Deponent saith that he was present and did see Kistnadoss Verpedoss the Defendant Execute a Bond to the Complainant in the Exhibit Number A being shown him at the time of his Examination saith that [illegible] Bond or Deed in the Presence by the said Kistnadoss Verpedoss to the Complainant that the Signature in the Persian Language thereto subscribed is the proper Name Writing of the said Defendant Kistnadoss Verpedoss to the Armenian and Annexed Interpretation in the Malabar Language [illegible]

Cerjedgh in this Cause, and that he hath to Knowin them about fifteen or
Sixteen years and more saith not to this Interrogatory
To the Second Interrogatory this Deponent saith that he was
Present and did see the Defendant execute a Bond to the Complainant
in the Title of these Interrogatories named on the Exhibit Marked
with the Letter A being Shown to him at the time of his Examin-
ation saith that it is the Bond or Obligation from the said Hathaday
Cerjedgh the Defendant to the Complainant which he was said Deford-
and Executed that the Signature in the Guzzerat Language thereunto
and Subscribed is of the Proper Hand Writing of the said Defendant
that the Names Sollicitor Arrogance and Annand Chingleng set and
Subscribed thereunto in the Malabar Language as Witnesses to the Execution
thereof are his and the said Sollicitor Arrogance Hand Writing and more
saith not to this Interrogatory
To the third Interrogatory this Deponent saith that John Dingate was not
present at the time of Executing the said Bond that he knows of an Agree-
ment Made in the City of the Bond in question Mentioning that it
should be paid in Six Months from that Day on which it was Executed
that the Defendant did appear to sign said Bond of his own free
will and Accord and did not at the time of so Signing express any
Objection whatever Known and more saith not to this Interrogatory
To the Eleventh Interrogatory this Deponent saith that he was present
when Manchetten came to Report to Nunnubloo that he had called at
the House of the Defendant in the Fort of this Interrogatory Named to
ask him whether he Was ready to Pay the Money of Complainant as
Payable to the Complainant by the Bond and that he said of his own free
will and Accord or without
Defendant said

Attorney for the Defendant by Summoning my Servant who also left him a Note
of the Plaintiffs Attorney and place of abode of whom 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 Charles Smith in this Cause and that he hath so known him fifteen years or thereabouts and that he doth also know the Defendant Nathaniel Ingram in this Cause and that he hath so known him ten years or thereabouts and more saith not to this Interrogatory —

4th. To the fourth Interrogatory this Deponent saith that he was last Embark'd by the Complainant on the 26th of June Interrogatory mentioned During his residence at Fort St. George that the said Complainant desired him this Deponent to inquire among the Seamen of them wanting the Horrible the Company's Bills on the Resident of Fort William in Bengal that he did in Compliance apply to the Defendant on the 26th of this Interrogatories named that he told him this Deponent that he did not know any Body that was in want of such Bills that if he this Deponent would pay down the said Defendant a little Cash for Payment he would be glad to take them himself that the said Defendant did Execute a Bond to the Complainant for five Hundred Pagodas in Consequence of which Deponent at that time believes him the Deponent and the said Defendant that he doth know that the Bond sued upon by the Defendant is to recover the Amount drawn the said Bond by the Defendant to the Complainant on the Value of the said

the Defendant in this Cause and into no other, which Orders the said Servant informed said John Douglas his Last Strictly Obeyed and more saith not to this Interrogatory

11.th To the Eleventh Interrogatory this Defendant saith that I saw the Witness report to have Sworn at the Time of the Defendant to ask him whether he had executed the Bond for Payment of five thousand Pagodas to the Complainant and for which he was then sued of his own free will or whether he was Obliged thereto by Force or other or what Force that he the Defendant informed the said Shashachellum that he the said Defendant did execute said Bond in Question of his own free Will and that no Force whatever was used to compell him thereto - that he was Present unable to Pay said Bond for want of Money that he the Defendant did not regard the Trifling expences he would be put to by Protracting any Payment of said Bond by giving in an Answer to the Mayors Court - and more saith not to this Interrogatory

12.th To the Twelfth and Last Interrogatory this Defendant saith that in the Month of October or November in the year of Our Lord One thousand seven hundred and Eighty One Rachaduff brought to the Defendant in the Fort three of these Interrogatory named brought to Mr John Douglas three or four Bettys of rough Diamonds and told the said John Douglas that he was willing to give said Diamonds in Payment of the said Bond of five thousand Pagodas that he this said Defendant would have said Diamonds with him John Douglas that they might be valued by some Merchant of the Place in their Presence that Mr John Douglas should then agree in order to the Amount of the Bond in Question to this Defendant Effects - then as Payment of the said Bond Mr John Douglas recommended to receive him the Defendant having the said three Betts rough Diamonds to

Veyndaja who told His Said Master Nagapah Chitty that if he would pay
Coramboliam the sum of five hundred Pagodas in part of a Bond
due from him the Defendant to His Master the Complainant in
this Cause and get his Coramboliam's Receipt for the same that he
would give the Bill he wanted – that in the Evening of the same
Day he this Deponent saw Nagapah Chitty in the Garden of
Major Munro who asked this Deponent if he had seen his
Gomastah which being answered in the affirmative asked if either
Deponent would consent to the Proposal made by his said
Gomastah and allow him the said Nagapah Chitty fifteen
days to pay the said sum of five hundred Pagodas or – that he
this Deponent went to Mr. John Douglas as Attorney for the
Complainant and made him acquainted with the said Nagapah
Chitty's offer which he John Douglas Ordered him this Deponent
to accept – that in Consequence gave his Receipt to the said
Nagapah Chitty expressly mentioning therein that the said
Sum of Five hundred Pagodas was received on account of the
Defendant Kistnadeh Veyndeh in part Payment of his Bond
due to the Complainant for the sum of Two thousand Pagodas –
that Nagapah Chitty did accordingly Pay said sum of five
Hundred Pagodas at the time appointed which never before –
and more doth not to the

Jos.s DuPré Boucher

Mayors Court Calcutta

Between Charles Smith Esqr Attorney at Law Plaintiff and John Dingle Carpenter and Robert Esqr Copyist Defendant

On the Part of the Complainant

Upon Reading Affidavit taken in this Cause by and before Commissioners this Court appointed

Ramsay Chelly of Calcutta Shopkeeper aged 30 years Witness produced on the Part of the Complainant sworn the 17th Day of February 1783 before the Office of Mr Thomas Lumsden Attorney for the Defendant by Summons my Consent which is Note of the Name Title and Place of Abode of the said Deponent is made on the same Day being known and Examined Deponeth as follows

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Charles Smith in this Cause and that he hath known him three years or thereabouts and that he doth know the Defendant Robert Esqr in this Cause and that he hath known him the space of three years or thereabouts and more

2d To the 2d Interrogatory this Deponent saith that he this Deponent came on the 15th day of this instant to the Office of Mr Thomas Lumsden Attorney for the Defendant by Appointment with Commissioners this Cause and there saw the Defendant and the Defendant then and there in the Presence of this Deponent and the Commissioners in this Cause gave this Deponent a Note in Writing directed to the Complainant Charles Smith and desired this Deponent to deliver the same to the Complainant which this Deponent accordingly did

Mayors Court ats Mediation Between

On the Part of the Complt

Depositions of Witnesses taken on the Part of the Complainant in the Cause depending

Sworn saith the Deponent Chitty of Madras Merchant aged 40 Years produced as a Witness on the Part of the Complainant before the Mayor of Fort St George at the Office of the Mayors Court aforesaid by Summons to him directed and being first duly Sworn to speak the Truth the whole Truth and nothing but the Truth of and concerning the Matters in Question between the said Complainant and Defendant on the part of the Complainant upon his Oath Interrogated as follows

1st Interrogatory Does the Deponent know the Complainant and Defendant in the Cause and if so how long has he known them

Answer I have known the Complainant about Seven Years and the Defendant about Eight Years

2d Interrogatory Does the Deponent know or believe that the Complainant and Defendant have had any Dealings or Transactions together and what

Answer I know that the Complainant and Defendant have had Dealings together and I believe to the Amount of Fifty Thousand Pagodas or upwards

3d Interrogatory Does the Deponent know or believe that the Complainant and Defendant have had any Settlement of Accounts between them and what Balance appeared to be due from the Defendant to the Complainant upon such Settlement

Answer I know that the Complainant and Defendant have had a Settlement of Accounts between them and I believe that the Balance appeared to be due from the Defendant to the Complainant Twenty Thousand Pagodas

4th Interrogatory Does the Deponent know or believe that the Defendant hath given to the Complainant any Bond or Bonds Note or Notes for the Balance due upon such Settlement or any and what Part thereof

Answer I know that the Defendant hath given to the Complainant a Bond for Twenty Thousand Pagodas for the Balance due upon such Settlement

5th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

6th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

7th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

8th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

9th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

10th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

11th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

12th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

13th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

14th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

15th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

16th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

17th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

18th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

19th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

20th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

21st Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

22nd Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

23rd Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

24th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

25th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

26th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

27th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

28th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

29th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

30th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

31st Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

32nd Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

33rd Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

34th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

35th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

36th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

37th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

38th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

39th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

40th Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

41st Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

42nd Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what Sum or Sums of Money in Part of the Bond or Bonds Note or Notes given by the Defendant to the Complainant for the Balance due upon such Settlement

Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

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Answer I know that the Defendant hath paid the Complainant Five Thousand Pagodas in Part of the Bond given by the Defendant to the Complainant for the Balance due upon such Settlement

101st Interrogatory Does the Deponent know or believe that the Defendant hath paid the Complainant any and what S

[illegible]

Mayors Court at Madraspatam

Between [illegible]

[illegible]

Depositions of Witnesses taken in the Cause [illegible]

the Examiner in the Court aforesaid

Nagapah Chitty of Madras Merchant aged 36 years or

being produced as Witness in this Cause on the part of the Complainants

the 17th day of January 1713 deposeth at the Office of Mr Thomas Johnson

Attorney for the Defendant by Interpreter my Servant who is first

Sworn of the Answer the engrossing whereof is this Deponent is

to the said Interrogatories this Deponent saith that he

the Complainants

knew about ten years - and more saith not to this Interrogatory. —

9.th To the Ninth Interrogatory this Deponent saith, that he did some

time in the year of Our Lord One thousand Seven hundred and eighty

one the particulars of which he doth not recollect, pay unto Cavamchetty

the Sum of Five Hundred Pagodas on Account Histrades Vergadoss the

Defendant in the Title of these Interrogatories named, that he took a

Receipt from the said Cavamchetty for said Sum of five hundred —

Pagodas which said Receipt he delivered to the said Defendant that the

said Sum was so paid by my Order by my Servant & more —

saith not to this Interrogatory. —

12.th To the Twelfth and last Interrogatory this Deponent saith

that he doth not know of any other Matter or thing touching the —

Matter in Question in the Cause that may tend to the benefit

or Advantage of the Complainant and more saith not to this —

Interrogatory —

Sworn before Cavamchetty

Examt

Nagapah Chitty

Mayors Court at Madraspatam

Between Charles Smith by his —

Attorney Alexander Cuthbert Alexander

Brodie and John Douglas Complainants

and Histradoss Vergadoss Defendant. —

On the part of the Complainants.

Depositions of Witnesses taken on the Cause by and before

the Examiner in the Court aforesaid —

Sheshachellum of Madras Interpreter Merchant aged 36 years or

thereabouts being produced as a Witness on the Cause on the part of the Com-

[illegible] Mayors Court at Madrasapatnam

Between [illegible]

Plaintiffs

And

Nagaprah Chitty

Defendant

[illegible]

[illegible] Mayors Court at Madrasapatnam

Between Charles Smith by his Attorney Alexander Cuthbert Alexander Boyds and John Douglas Complainant and Nagaprah Chitty Defendant

On the part of the Complainant

9th

Here about ten years - and more saith not to this Interrogatory -

To the Ninth Interrogatory this Deponent saith, that he did come here in the year of Our Lord One thousand Seven Hundred and eighty one the particulars Whereof he cannot recollect, pay unto Canamalum the Sum of Five Hundred Pagodas on Account Whereupon Vergadoh the Defendant on the Title of these Interrogatories reserved that he took a Receipt from the said Canamalum for said Sum of five Hundred Pagodas which said Receipt he delivered to the said Defendant that the said Sum was so paid by my Order by my Servant & more saith not to this Interrogatory -

12th

To the Twelfth and last Interrogatory this Deponent saith that he doth not know of any other Matter or thing touching the Matter in Question in this Cause that may tend to the benefit or Advantage of the Complainant and more saith not to this Interrogatory -

Sworn before Me at Madras

Nagaprah Chitty

Terror and Date as promised him — that his Reason for not Paying the Amount of his Bond was owing to both his said Bills of Exchange having miscarried one by Sea the other by Land that he had in Consequence applied to Mr Douglas for a third Bill of the same Tenor, that Mr Douglas had informed him that he could not get a third Bill but that he would get him a Copy of the Original from Mr Mowbray the Accountant, which he John Douglas did accordingly do — that he sent the Copy also to his Correspondt at Bengal who had never acknowledged the Receipt of the same Consequence of which he the said Defendant was Determined to stand a Law suit rather than pay the said Complainant — that if he should Succeed to recover the Amount of said Bill of Exchange he would pay his Bond in Dunbar — that he the Defendant asks the said Defendant whether he the Defendant did not think it incumbent on him to pay his Bond tho' he did not get the Amount of his Bill of Exchange on Bengal to which the answers that it was true that he ought to pay his Bond, but at the Time of signing such he told the Complainant that he would pay the same whenever he should have got his Bill of Exchange Money then paid at Bengal which Bill was drawn by Kinghorn was return'd to the Mayor of Hamburgh and that he the Defendant asks him the said Defendant whether he did not Receiving the Money on Bengal was to be the means of his Creditor of suffering & asked him whether when he received the Amount of his Bill on Bengal should not endeavour to Prepare to Pay his Bond, that he had received the Money and therefore was

Charles White . . . Are you or are you not Subdirectory of the Honble Council Board at the Presidency of Fort St. George and if you have you not an Opportunity of knowing and being informed whether the Governor General and Council of Fort William in Calcutta by themselves or their Secretary acknowledge the Receipt acceptance or Payment of Bills of Exchange drawn by the Presidency of Fort St. George on the said Presidency of Fort William – If you Declare whether the said Gov.r General and Council of Fort William do ever by themselves or their Secretary acknowledge the Receipt Acceptance or Payment of Bills of Exchange drawn on them by the Presidency of Fort St. George –

Thomas Cockburn . . . Are you or are you not Asst. Accountant of the Presidency of Fort St. George and if so do you know of any mode by corresponding or otherwise from the Presidency of Fort William whereby it can be exactly ascertained at this Presidency when any Bills Drawn by this Presidency of Fort St. George on the said Presidency of Fort William are accepted or paid by the said Presidency of Fort William except by the Private Letter of the Correspondent at Fort William to whom such Bills may happen to be remitted –

Thomas Cockburn
William Ross
} Have you or have you not Received sundry Bills since the Month of May which was in the year of our Lord One Hundred Seven Hundred and Eighty one from the Presidency of Fort St. George drawn on the Presidency of Fort William in Calcutta –

Know these presents we the said Executors of the
Testament of the late Deceased
Thomas Aratoon Have this day received from the said
Executors of the said Deceased the sum of Pagodas
Two Thousand Five Hundred and Eighty Two
being the Amount of the Legacy bequeathed to us by the
said Deceased as per Clause of his Will bearing date
the Twenty Second day of April One Thousand
Seven Hundred and Eighty Two and we do hereby
Acquit Release and Discharge the said Executors
and their Heirs Executors and Administrators
for the same and for every other sum and what soever
Due to us

Witness our hands at Madras this Twenty Fifth day of
October One Thousand Seven Hundred and Eighty Two

Signed Sealed and Delivered in the
presence of

Know all Men by these Presents that We Khatoodjy Vegeedjy
of Madras Jentoo are held and firmly bound unto Charles Smith
Esqr of the same place in the Penal Sum of Ten Thousand Star Pagodas
to the Payment whereof well and truly to be made to the said Charles
Smith his Heirs Executors Administrators or Assigns We do Jointly
and severally our Heirs Executors and Administrators firmly by these
Presents. For Witness whereof We have hereunto Set our Hands and
Seals in Madras this Twenty fourth day of April in the year one
Thousand Seven Hundred and Eighty two

Whereas the above bound Khatoodjy Vegeedjy have borrowed and Received of
the above named Charles Smith the Sum of Five Thousand Star Pagodas
Interest at Twelve per Cent per Annum payable in Two Months

Now the Condition of this Obligation is such that if the above bound
Khatoodjy Vegeedjy their Heirs Executors Administrators or Assigns shall
well and truly pay or cause to be paid unto Charles Smith his Heirs
Executors Administrators or Assigns the full and just Sum of Five
Thousand Star Pagodas together with such Interest as shall or may
become due thereupon then this Obligation to be void and of no Effect
otherwise to Continue in full Force and Virtue

Signed Sealed and Delivered where
no Stamps Paper can be had in the
presence of

either by themselves or their Secretaries to acknowledge the Receipt
acceptance or Payment of Bills of Exchange drawn on them by
the Presidency of Fort Saint George and more saith not to this Interrog.

To the fourth and last Interrogatory this Deponent saith, that he
doth not know of any other Matter or thing touching the Matter in
Question in this Cause that may tend to the Benefit or Advantage
of the Complainant and more saith not to this Interrogatory.

Jos.h DuPré Porcher
Comm.r

Chas.s N. White

Mayors Court at Madraspatam

Between Charles Smith by his
Attorney Alexander Broda Absentee
Gilbert and John Douglas Com-
plainant and Hirbodaj Cojeaj
Defendant

On the part of the Complainant

Depositions of Witness taken in this Cause by and before
the Commissioners of this Court as follows

Thomas Cockburn late Accountant in the Service of the United
the East India Company Inhabitant of Madras aged 31 years or thereabouts
being Produced as a Witness on the Complainants part in this Cause
was on the 31st Day of March 1748 Sworn at the Office of Mr Thomas
Jones who is Attorney for the Defendant by Interpreting my Servant who
left Leave at Mark of the Name Hirbodaj Cojeaj of Madras the said Defendant

To the fifth Interrogatory the Deponent saith that it appears from the Records of the accountants Office that on the fourteenth of June in the year of our Lord One thousand seven hundred and Eighty one a Bill was drawn by the Governor of Fort St. George on the Presidency of Fort William during the Government of Charles Smith Esq.r Comptroller in this Cause in favor of Hutchatys Vayabo and made Payable to himself the said Hutchatys or order for the Sum of five thousand Star Pagodas at thirty days sight for Value received of Hall Skinner this Deponent further saith that at the time the Bill in Question was drawn he was not the said Accountant and more saith not to this Interrogatory

To the Sixth and last Interrogatory this Deponent saith that he doth not know of any other Matter or thing touching the Matter in Question in this Cause that may tend to the Benefit or Advantage of the Complainant and more saith not to the Interrogatory

Jos.h DuPre Porcher
Sworn

Tho.s Cockburn

This Boundary drawn on the Premises of Lord Williams as Surveyed on or about the Month of February One thousand Seven hundred and Eighty six for upwards of Seventy thousand Pagodas which was paid some time before the Month of August ensuing of the same year — and more saith not to this Interrogatory —

To the Sixth and last Interrogatory this Deponent saith that he doth not know of any the Matters or things touching the Matter in Question in this Cause that may tend to the Knowledge and advantage of the Complainant — and more saith not to this Interrogatory —

Jos. DuPre Porcher

Sworn — William Ross

Interrogatories to be Administred to such Witness as shall be produced to be Sworn and Examined on the Part and behalf of the Plaintiffs in a Cause now depending in the High Court of Chancery between William Lord Hawke Plaintiff and Thomas Pinckney Esquire and others Defendants —

On the part and behalf of the Plaintiffs

To all the

The Particulars of things remaining to the Estate of your Orator

Interrogat. Hyde } 1st Do you know know you have or have reputed Henry

Henry Hunting or any other to belong to the Estate of

or this Honble Court between the said Complainant and Defendant

Estate of their Intestate Mr Hunt? If you do what

what thereof do those know you know the Particulars of the

Defendant were and or did and the said Complainant

what know or believe were then gotten and for the said Defendant

the said Complainant know, and when the said Defendant

the said Complainant know and the said Complainant

any and what Application to the said Defendant for the

any and what sum or sums of Money any and what

and did the said Complainant propose any and what Terms

said Defendant or how the said Defendant should

make the Requisite Share and did the said Defendant

assent to such proposal for any and what Reason? If the

and the said Complainant or Complainant and Defendant

said Defendant along and what time and for what

any and what Number of Days and thereupon the

for any and what particulars

any and what

for the Violence offered to the Person of the said Defendant, and did you attend the said Defendant to the House of the said Complainant &c were you Present and did you hear the whole of the Conversation that passed between the said Complainant and the said Defendant? If you did the said Complainant make any and what application to the said Defendant for the Loan of any and what Sum or Sums of Money on any and what Account, and did the said Defendant assent or comply therewith? If the former did the said Defendant assign any and what Reasons for such his refusal, and did the said Complainant in consequence of such refusal, make any other and what Proposal to the said Defendant to obviate the difficulties started by the said Defendant, and did such second Proposal of the said Complainant correspond with or Differ from the former Proposal of the said Complainant in all or any and what particular part or parts, and did the said Complainant, in order to induce the said Defendant to accede to his said second Proposal, make any and what Promises or Agreements with the said Defendant, and did the said Defendant, in Consequence of such Promises or Agreements of the said Complainant, enter into any and what Engagements with, or Covenants any and what Sum or Sums to the said Complainant for any and what Purpose, and was the said Defendant at the time of executing such Paper or Deed, prepared to accept the Promises or Agreements made by the said Complainant, or such Paper or Deed, and was the said Defendant restrained from so doing by any and what Cause or Causes, did any such Person or Persons assign and what Reason to prevent the said

To the same Effect } 8th. Did the said Defendant at any time or times by himself or any other Person pay any Sum or Sums of Money either to the said Complainant or to any other Person or Persons for the said Complainants use on account of the Bonds in Question? and do you believe that the said Defendant could have made any such Payment otherwise than by himself or any other Person without the same coming to your Knowledge? Set forth the Particulars at large according to the best of your Knowledge Remembrance and Belief with the Reasons for such your Belief and the Truth Declare.

To the same Effect } 9th. Did the said Defendant ever at any time or times by himself or any other Person pay any Sum or Sums of Money either to the said Complainant or to any other Person or Persons for the said Complainants use on account of the Bonds in Question? and do you believe that the said Defendant could have made any such Payment otherwise than by himself or any other Person without the same coming to your Knowledge? Set forth the Particulars at large according to the best of your Knowledge Remembrance and Belief and the Truth Declare.

To Mr. Clarke 10th. Do you know have you Heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Bill of their Interrogatories? If you Do you know or any of them know and believe the same and set forth the same at large according to the best of your Knowledge Remembrance and Belief and the Truth Declare.

To Messrs. Shaw & Co. 11th. Do you know have you Heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Bill of their Interrogatories? If you Do you know or any of them know and believe the same and set forth the same at large according to the best of your Knowledge Remembrance and Belief and the Truth Declare.

To the same Effect } 12th. Do you know have you Heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Bill of their Interrogatories? If you Do you know or any of them know and believe the same and set forth the same at large according to the best of your Knowledge Remembrance and Belief and the Truth Declare.

To the same Effect } 13th. Do you know have you Heard or been informed of any Matter or thing touching or in any wise relating to the Matters in Question in this Cause between the Complainant and Defendant in the Bill of their Interrogatories? If you Do you know or any of them know and believe the same and set forth the same at large according to the best of your Knowledge Remembrance and Belief and the Truth Declare.

Title of the Interrogatories to be Exhibited on the part of the Defendant

1st Interrogatory

Do you know [illegible] the Parties to this Cause or either of them if yes say which of them and how long you have known them

2nd Interrogatory

Do you know any thing touching the matters in Question in this Cause if yes say what you know thereof and declare the same as fully and particularly as you can

3rd Interrogatory

Do you know any other matter or thing which may be of benefit or service to the Defendant in the Defence of this Cause if yes say what you know thereof and declare the same as fully and particularly as you can

A 53

Mayors Court at Madras Patamar. Between Charles Smith by his Attorney Moses Bendis Abot. Cuthbert and Parker Burgess of Fort St George Complainant and Rustin Defendant

On the Part of the Defendant

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

Cota. Deposition of Madras Gomastah to the Defendant Aged 18 years or thereabouts being duly Sworn and Examined as a Witness in this Cause on the part of the Complainant by Interpreting my Servant who also left him a Note of the Title and Place of abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory the Deponent saith that he doth know the Complainant Charles Smith in the Cause and that he hath to Answer him Seven Years and Upwards and that he the Deponent knows the Defendant Rustin Defendant in this Cause and that he hath to Answer him Twenty three or Twenty four years and more saith not to this Interrogatory

2nd To the second Interrogatory the Deponent saith that he doth not know of any Matter or Things touching or relating to the Matters in this Cause saving the Complainant has Informed him of the Contents of this Interrogatories Wherefore the Deponent saith that he is the Defendant Husbandy Agent and that he hath for Eight years past that he hath for Twenty three or Twenty four years and more saith not to this Interrogatory

said Defendant that the Complainant rather angerly told the
Defendant that he had often requested of him the Loan of five thousand
Rupees and that he had as often refused that the Company was Indebted
to him the Complainant and that he now desired the said Defendant
would pay him the said Complainant five thousand Rupees for which
Loan he would get him Bills on the Honble the Governor General and
Council of Bengal on payment thereof that the Defendant at first
refused his Assent and assigned for such his refusal the Difficulty of getting
Money remitted from Bengal either by Sea or Land owing to the
War then ongoing on both and that for the same reasons / the Difficulty
of Wars / he could not raise the Sum of Money which the Complain-
ant had required him to do - that the Complainant in consequence
of this Refusal and in Order to obviate the Difficulties Spoke by
the Defendant told him that he would Write to Bengal to know the
Bills should be accepted them / paid immediately and assigned in
the mean time that the Defendant should give him the Complain-
ant a Bond which should be made payable in two Months
that however he would Promise not to Demand Payment until
he the Defendant should receive the Answer of the said Bills for
five thousand Rupees in Words and that in Conse-
quence of the above mentioned Promises of the Complainant
he the Defendant did give the said Complainant his
able in two Months that the said Bond
he the Defendant should

Observes that if ever not Reply to Mention with
Bond that he would Mention Keep the Promise
Replies it was even with not to the Mortgage
To the third Interrogatory the Defendant doth
Exactly speak upon the same day in which he
Doth the Account from the Complainant the Bill
as Charged as Governor and Counsel of Barbados
on Behalf of the said Defendant But he said
three Days after he Charged by day and the other
by Land to the same Action and Book his Journal
said Plans relation to such Books of Charges
four days but stayed without receiving any
his said Journal that in Consequence the Defen
in Answer alleged the said Journal expressed
Barbados for Books of Charges after
about twenty eleventh April down on the
Answer or Reply by Journal but as doth
Defendant the said Books of Charges
Journal the said Books of Charges
Journal from his said Journal of

Complainant to let him the Defendant have another Bill with
a Letter to the Supreme Court Mentioning the Circumstance
of the Miscarriage of the two others and shewed that this was nothing
more than was usual upon such occasions or other such Accidents
happened - that the Complainant gave his Promise that he -
would Comply with this Request of the said Defendant - that
the Defendant went two or three different Times / the particular
days he the Defendant doth not Recollect / to claim the Observ-
-ance of the Promise made him by the said Complainant that
at such times he the Complainant made further Promises of
Compliance with the said Defendants Request as above recited that
the Defendant Upon his application to the Complainant for the
Performance of his Promise and was told by him that the Com-
-plainant being no longer Governor on Account of the Arrival of
another could not immediately perform the said Promise but -
told him the Defendant that Mr Archer Douglas and Carlton
Colam Esq the Complainant Duplicate would put him the said
Defendant the Bill he desired - that in the mean time the Com-
-plainant Charles Smith departed from hence for England upon
which the Defendant duly applied to Mr Douglas to whom he
was referred by the said Complainant for the Performance of
his said Engagement that Mr Mr Douglas about twenty days

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

Daulasow of Madras Account keeper to His Highness Walaw Jaw Nabob of the Carnatic aged 45 years or thereabouts being produced as a Witness in this Cause On the part of the Defendant was sworn the 20th Day of January 1783 — Signifier at the Office of Mr Stephen Popham where Attorney for the Complainant by Summons my Servant who also left here a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st To the First Interrogatory this Deponent saith that he doth not know the Complainant Charles South in this Cause and that he doth know the Defendant Hishadgh Vejeadgh in this Cause and that he has known him ten years or thereabouts and more saith not to this Interrogatory

5th To the fifth Interrogatory this Deponent saith that he doth know of some Matter touching the Cause in Question between the Complainant and Defendant in the Title of this Interrogatory named that about twenty Months ago or more he saw the Defendant Hishadgh and two Peons at the House of the Defendant Hishadgh Vejeadgh belonging to the Complainant Charles South that such Peons and Servants of the Defendant Hishadgh Vejeadgh came from speaking to the Defendant on some Account which he the Deponent cannot say which he knew the said Peons and Servants of the Defendant Hishadgh Vejeadgh came for that the said Defendant Hishadgh Vejeadgh and Peons went away and this Deponent saith he knows no more touching the said Interrogatory

Mayors Court S. Mansfield

Dyson

On the part of the Pl

Deposition of Hodges taken on the part of

Bengal to wit Andrew Hodges of Madras Merchant aged

38 years being produced as a Witness on the part of the

was on the 17th day of January 1788 duly sworn

to as attorney for the Complainant by Mr Mercer

here as a Clerk of the Same Court and Sworn

Defendant on the same day being Sworn and Examined

To the first Interrogatory this Deponent saith that he

knows the Complainant Charles Smith and that he

he doth know the Defendant Hadadajh Vajeedajh

and that he doth as known him for the space of

years last past and more saith not to this Interrogatory

To the Second Interrogatory this Deponent saith that he

is acquainted with the Cause in Question between

Defendant Hadadajh Vajeedajh

that Space of time and Remains there until the Evening - that he hears such Peons and Hircarrahs threaten to carry the said Defendant by force to the House of the Complainant Charles Smith that the said Defendant Hadadajh Vajeedajh refuses to go with the said Peons and Hircarrahs and that such Peons and Hircarrahs did in Consequence proceed to Violence and carried the said Defendant by force - that he followed the Defendant whilst on the Cushtry of the said Peons and Hircarrahs and that he so followed Him by his the Defendants express desire and Request - that he saw the said Peons and Hircarrahs carry the said Defendant to the House of the Complainant Charles Smith, that on coming away from the said House of the said Complainant - the Defendant told Him that the said Complainant had forced Him the Defendant to take a Bill of Exchange on the Government of Bengal for the Sum of five thousand Star Pagodas, and that he the said Defendant obliged Him the said Defendant to give his Bond for the said Sum payable to him the said Complainant and told Him the said Defendant that he should pay the Amount of the said Bond whenever he should receive the Amount of the said Bill of Exchange in Madras New or Old Pagodas and more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that he doth not Know of any other matter or thing touching the Defendants Question in this Cause that may tend to the benefit or advantage of the Defendant and more saith not to this Interrogatory

(74)

Mayors Court at
Madrasapatnam } Friday the 23rd May
} Anno Domini

Present

William Hall Esqre Mayor

James Call. Edward John Hollond

Edward Gannon. Thomas Coyte

Hugh Maxwell and Edward Ives

Aldermen

Between Alexr
by his Attorneys Alexander
Alexander Brodie and Jo
of Scotland Gent Appellant
and and Richard Appellee
Thomas Pyhouse

This Cause coming on to be Heard and
on the Drawing the Attorneys on both sides on Motion of
Jo Smith with Both sides of the Bond and on Motion of
Thomas the Appellant of the Appellant the Appellee
the Appellee the Appellant the Appellee
on the Part of the Appellant the Appellee
on the Part of the Appellant On Hearing the
Appellee of the Appellant

(75)

A.D. 1783

Star Pagodas one thirty three fanams / Star Pagt. 5020.33. /
together with such Interest as now is or shall hereafter become
due thereon, wch full Payment is made also all Costs of this Suit

Yours

Courts of Appeals
at
Madrasapatnam } Thursday the 20th May Anno Domini 1783

Between Richard Yeoman
Appellant and Charles Smith by his
Attorneys Alexander Cuthbert
Alexander Brodie and John
Douglas Respondent

This Cause coming on this day to be Heard and
Debated before this Court by the Attorneys on both sides upon Hearing
the Petition of Appeal and Answer and the several Exhibits of the
Worsh the Mayors Court together with the Decree of the said Court
given in this Cause on Friday the 23rd Day of May Anno Domini
1783 and upon due Consideration had of the Matter therein
contained and of the Pleadings and Arguments and by
Counsel on both sides This Court doth think fit to
Order and Decree and doth accordingly Order and Decree that
the Decree of the Worsh the Mayors Court dated the 23rd May
Anno Domini 1783 be and same is hereby affirmed and that the Appellant

Fort St. George February 1788

To the Worshipful the
Court of Mayor

Humbly Complaining
the Worshipful Court your Orator Nilla Lettapah
by his Attorney John Pereira of Madras Inhabi
tant Comprador Chitty of the same place Merchant that
at and upon your Orator on the Plaint and part during the
Hundred and Seventy eight Pagodas Twelve Fanams
thereby from Each Current Pagoda Madras and
Sterling Money Two Grand Cordeans at the rate
Shillings per Pagoda Sterling Money Two Hundred
Shillings or Hundred as more every fifty and Eight
on Current Current Coyn of the Fundation for
Bond Grover and Grande and your Orator by the
Comprador Chitty under the Seal Hand of four Inhabi
four of the Two Hundred Inhabitants and Hy
and Copy of an Agreement Known thereof for the
of this Worshipful Court all which your Orator
as appeared of this the Book of Complaint and

touching the Premises your Orator further Prays a Generall Relief
such as to this Worshipful Court shall appear agreeable to Equity and
good Conscience To the End therefore that the said Comarapah Chitty
may upon his Corporal Oath full true Direct and Perfect Answer
make to all and Singular the Matters and things herein before
set forth and alleged as fully truly and effectually to all Intents &
purposes as if the same where Severally Repeated and Particularly
Interrogated and that he may be Decreed to Pay unto your
Orator the aforesaid Sum of One Hundred and Seventy eight
Pagodas Twelve Fanams and Thirty five Cash with all such
Interest as now is or shall Lawfully become due thereon also all
Costs of this Suit

May it Please this Worshipful Court to Cause the
said Comarapah 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 Worshipful
Court at a certain time and place to be by this Worshipful Court
prefixed and appointed then and there to Answer the premises
Bill of Complaint and further to Shew if any what cause such
Order and Decree thereon as to this Worshipful Court shall seem
Meet

1788
February 12th

This Bill was Sworn to me before
the Day of Assignment Let a Summons
issue thereon and Returnable next Court

My Dudley
Mayor

Translation of a Mortgage Bond dated the 26th Viaisi year called Calaya or 6th June 1781.—

I Comaraguh Chitty, Son of Carpeveraire Nadah Chitty of Madras Merchant do give this Mortgage Bond to Alloor Chitty of Madras Merchant do give this Mortgage Bond to Alloor Chitty of Madras Merchant do give this Mortgage Bond to Alloor

De Sylva his Executors and Administrators his true and Lawfull
Attorney and Attorneys Irrevocable for him and in his Name and Names
of his Executors and Administrators but for the sole and proper use
and benefit of the said John De Sylva his Executors Administrators
and Assigns to ask require Demand and receive of the said Connaghan
Chilly his Heirs Executors and Administrators the Money due and
to become due on the said Bond and on nonpayment thereof the
the said John De Sylva his Heirs Executors and Administrators to
sue for and Recover the same and on Payment thereof to Deliver up
the said Bond and give sufficient Releases and Discharges therefore &
one or more Attorney or Attorneys under Him to Constitute and substi-
tute the said John De Sylva or his Attorney or Attorneys under Him
shall Lawfully do in the premises the said Attor Sullivangah M'Carthy
doth Hereby allow and affirm and the said Attor Sullivangah M'Carthy
doth Covenant with the said John De Sylva that he the said Attor
Sullivangah M'Carthy shall not Receive nor will release the said
Money due or to become due on the said Bond or any part thereof
neither shall or will Release or Discharge the same or any part
thereof but will own and allow of all Lawful Proceedings for recovery
thereof by the said John De Sylva during the said Attor Sulli-
vangah M'Carthy shall and from any Suit that may
happen to him thereby In Witness whereof the said Attor Sulli-
vangah M'Carthy hath hereunto set his Hand and Seal at Waterford
South day of February in the year of our Lord One Thousand seven

Mayors Court at Madraspatnam } Tuesday the 25th day of May Anno Domi

Present

John Mervyn Esqr Mayr
Edward John Holland and
Robert Georg Alderman

Between Alex Kyd
Plaintiff by his Attorney
Plaintiff of Writ and
Complainant and Joseph
Chitty the Defendant
Defendant

It appearing by Record of this Court that the Plaintiff has declared against the Defendant in an Action of Debt and Damages for the Detention of Two Hundred and Seventy eight Pagodas and Sixty Fanams and the Defendant having been duly served with Process to appear to this Action and Plead to the Declaration and not having appeared or Pleaded thereto

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Jules 30th January 1786

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Samuel Swallow of Madras Merchant that Comarasawmy of the same place Inhabitant Executor and Son and Heir of Casalla Mootial Deceased Maketh Indebted unto your Orator in the full and just Sum of eight Hundred and Seventy Pagodas Seventy Six fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of three Hundred and forty eight Pounds and five Shillings for Whereas Casalla Mootial Deceased the Father of the said Comarasawmy died on the Nineteenth Day of March in the year of our Lord One thousand Seven Hundred and Seventy four gave and granted unto Your Orator a certain Mortgage Bond or Instrument for the Sum of Four Hundred and Seventy five Pagodas therein by him the said Deceased Casalla Mootial acknowledge to be due and owing with a Proviso and Condition to pay the same at the Expiration of Six Months from the Date thereof with Interest at the Rate of Two per Cent per Month as more fully and at large appears by a Copy thereof and also by Copy of an Account Current

If Complained and your Orator should that the said Defendant upon the Service of the Subpoena shall not appear to Answer your Orators Bill of Complaint or being Appeared shall refuse or neglect to Answer the same or any part thereof as he ought to do according to the Rules and Orders of this Honble Court or shall Answer insufficiently that your Orator may be at liberty to Except to such Answer as insufficient or may have such further Relief in the Premises as to this Honble Court shall seem meet and your Orator as in Duty bound will ever Pray &c

Jno Paxton Jr Solr for Complt

(25)

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 Severally repeated and particularly Interrogated and that He may be Decreed to Pay unto your Orator the aforesaid Sum of Eight Hundred and Seventy Pagodas Seventy five Fanams and forty Cash with all such Interest as now is or shall hereafter may become due thereon also all Cost of this Suit

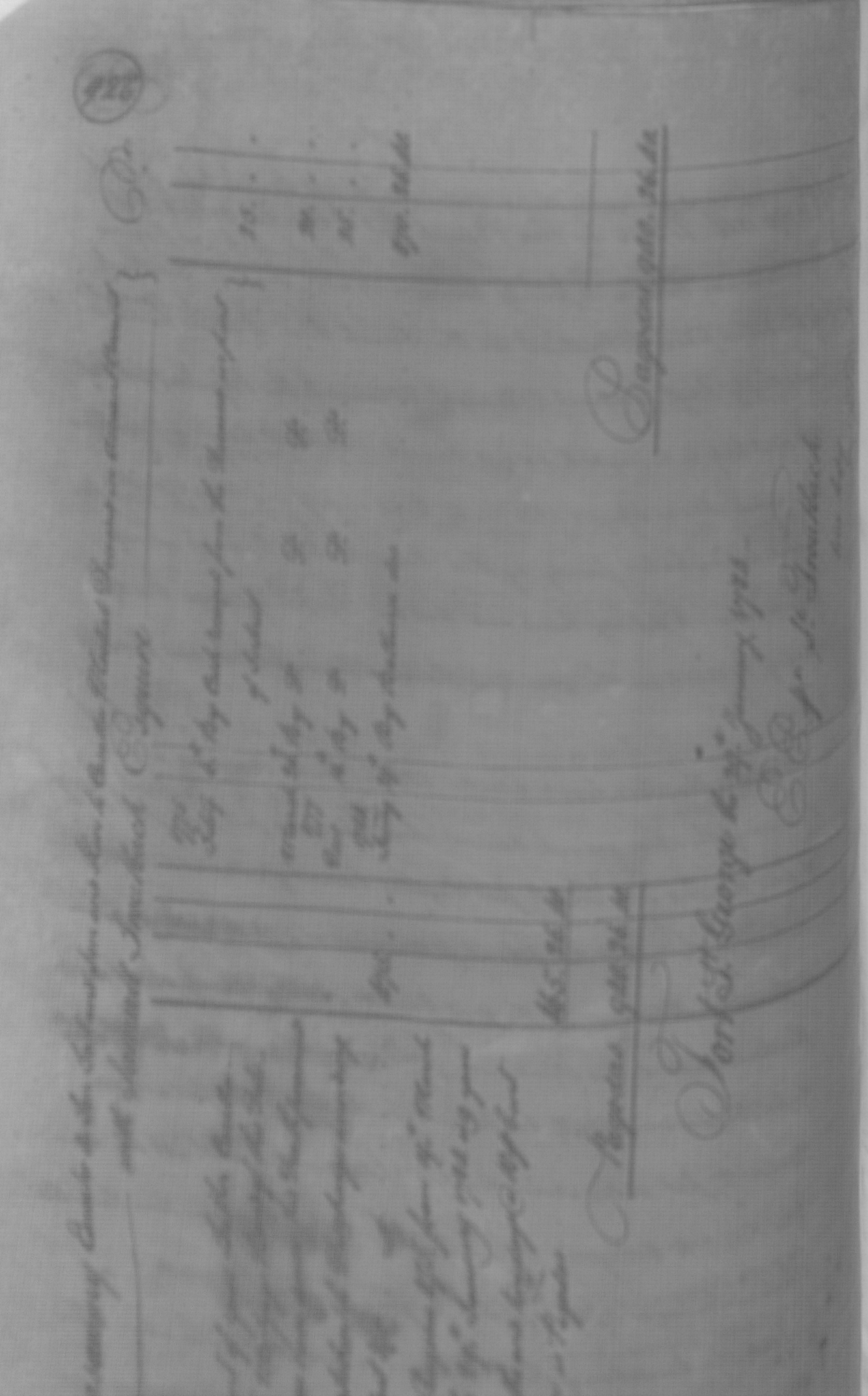
May it Please this Honble Court to cause the said Commissary to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed 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

30.th January 1784

This Bill was drawn to be between the days of a Appearance Not a Summons if this Honble and Returnable next Day

John a Marquis
Mayor

H Dasbey
Solr for Complt



Know all Men by these Presents that I Cavalle Mottat of Madras are held and firmly bound unto Mr. Samuel Swallach of the same place Merchant, in the Penal Sum of Nine Hundred and Fifty Pags Current Money of Madras to the Payment whereof well and truly to be made to the said Samuel Swallach his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seals Dated in Fort St. George this 19th Day of March in the year One thousand three Hundred and twenty four.—

Whereas the above bound Cavalle Mottat hath Borrowed and Received of the above named Samuel Swallach the full and just Sum of four Hundred and Seventy five Pagodas Current of Madras to Bear @ Interest at the Rate of Two p Cent p Annum, and for Security of the Payment of the same, he the said Cavalle Mottat hath Mortgaged the Bill of Sale his House and Ground, situate in the Mottat pettah, Lying Pandaram Street, containing in the length 80 feet and in Breath 27 feet, value Eleven Hundred Pagodas, and with all the Buildings thereunto belonging to the said Samuel Swallach his Heirs Executors Administrators or Assigns until the full Payment is made,—

Now the Condition of this Obligation is such that if the above bound Cavalle Mottat his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the said Samuel Swallach his Heirs Executors Administrators or Assigns the full and just Sum of

Mayor's Court at Madraspatnam } Tuesday the 25th Day of May Anno Domini 1728.

Present

John Menzies Esquire Mayor.
Edward John Holland and Robert Ewing Aldermen!

Between Samuel Trautbach of Madras Merchant Complainant and Conservatory of the same place Inhabitant Executor and Son and Heir of Casalla Mottial Deceased 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 having taken away This Court the Complainants Bill which he having taken away 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 Eight Hundred and Seventy Pagodas Twenty Two fanams and Forty Cash / Pags. 870. 26. 40 / Pagodas Twenty Two fanams and Forty Cash / Pags. 870. 26. 40 / 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

Your

(930)

Sept. 1st February 1742

To the Honble the
Court of Admiralty

Humbly Complaining Sheweth
Unto Your Honours Your Orator Thomas
that Obrah Cassee Jews John Jews Gray Mer
were Owners Part Master and Whole Body
Merchants Company Belonging unto the
Ayan and Elizabeth whereof the Owners were
Will and Testament of Coombahow Comaree
Owners of the said Ayan and Elizabeth
were and ever since have been Subjects
the Kings Majesty of Great Britain and
the Owners and Inhabitants of the said Port of
Coombahow Comaree Comaree are and ever
Under the Jurisdiction of this Honble
and Country when Depends upon the
the Eighteenth day of March which was in the year
One Thousand Seven Hundred and Eighty Seven
Current Coyn whereof is Rupees the same
Contained and Imported by them to the Value of
of from the your Orator doth hope that the
Coombahow Comaree Comaree Owners
One Thousand Seven Hundred and Seventy Seven

(931)

Pagodas who did advance the said Sum of Two Thousand Pagodas
who did advance the same accordingly and took the Bond of the
said Coombahow Comaree Coreonadam as his Security for the
same and your Orator Sheweth that he regularly received the
Interest on the said Bond from the said Eighteenth day of July
which was in the year of our Lord One Thousand Seven Hundred
and Seventy two unto the Eighteenth Day of July which was in
the year of our Lord One thousand Seven Hundred and Seventy two
unto the Eighteenth Day of July which was in the year of our Lord
One Thousand Seven Hundred and Seventy Seven which be-
ing five years Interest for the said Sum being five years Accounts to the same
of One Thousand Two hundred Pagodas and is brought by your Orator
on his Account Current Copy whereof is hereunto Annexed and
your Orator Sheweth that the said Coombahow Comaree Comaree
hadano make and duly accounts his Will bearing date the Twenty
Fifth Day of June which was in the year of our Lord One thousand Seven
hundred and Seventy Eight and Put same after without attesting
or annulling the same which said Will was proved on the Tenth day
of October in the said year of our Lord One thousand Seven hun-
dred and Seventy eight unto which Court of Prerogative Holden Court and Probate
Verrey was at liberal days with the Usages granted to the Several
Executors in the said Will named to whom accepted the said Swearing
Ayah who as from Such Executors the London Agent of the Executors

they suffer any or either of the said Native Executors to undermeddle therewith notwithstanding they has all of them as aforesaid except the said Swanny Ayer proved the said Will and has Obtained Probate as aforesaid thereof under the Seal of This Honble Court the Property of which Contract of the said John Snow and George Maule Regarding the Premises your Orator did not presume nor has he any right to doubt or in any wise by Law or otherwise to Contravert the Property thereof but on the Contrary presuming from the General Character of the said John Snow and George Maule and the Law Advice which they has an Opportunity of obtaining therein But there were Reasons in Law which would Warrant their acting in manner aforesaid your Orator by his Attorney Stephen Lushington did on the Eighteenth Day of November which was in the year of our Lord One Thousand Seven Hundred and Seventy Eight write a Letter to the said John Snow and George Maule in the words and figures following To Wit

John Snow and George Maule Esqrs

Gentlemen

On the part of the Bank

Mr Redhead requires my attendance in Demand of £2000 Bags which Contents the Governor and Court of Directors

the Month of August which was in the said year of our Lord One
thousand Seven hundred and Seventy Nine the said Charles
Edward Jones as one of the Executors therein named did address a
Letter unto your Orators Attorney in the words and figures following
viz.

To W.S.—

3d August Surgeons 79.—

To Stephen Popham Esqr.

Dear Sir

As I am informed Mr Woolley hath obtained a
Decree of the Court against the Estate of Comyns. That the Executors
will take some Steps to put all the Bond Creditors on the same
footing and not permit him to help himself as he pleases. with
footing and not permit him to help himself as he pleases. with
respect to myself as a Bond Creditor for about Seven thousand
Pounds. I don't desire any preference but to come in with the rest.
And as such, now give you the Notice to lay in my Claim—
when and as soon as you see such a Step necessary. I have other—
accounts of Demands on the Estate and a Note of Hand. I wish to
know of you what is going on with respect to the Suit in Court—
against the Estate and Obliged—

Dear Sir

your Obedt Humble Servant

C Edwd Jones—

But Your Orator Sheweth That Notwithstanding the said
Charles Edward Jones hath in such private Manner signified his
disapprobation of the Reference given to the said James Woolley
and did Request that all the Creditors might put in their claims

Order that the Executors should be at liberty to come in
John Jones and George Hall should have
ment of the Estate unfinished for the Creditors
and Others that your Orator should
John Jones and George Hall should
as they your Orator hath
through Default of the said Estate and
said Estate of the said Testator Comyns
which they pretend a Power to
Days in the Month of
in the year of our Lord One Thousand
Chancery Office and
and there found

— that Verdadeiro Claim, whatever any thing conclusive was done, should be principally attended to. We again repeat that We expect a very speedy Arrangement of the Business, and that as soon as such takes Place the Debt Demanded by your Client shall receive from us very possible Consideration.

We are
Sir
your Most Obed.t Servts

Fort St George
4.th October 1781

Geo Maule } Ecc.rs of
John Snow } Cormorin

Stephen Popham Esq.r

Dear Sir

As yet I have not Settled with any of the Creditors of the Estate of Cormorin. The Black Ecors are Desirous of taking the Management of the Estate out of our hands which We have promised to give them upon their Satisfying the Creditors.

I am
Dear Sir
your most obed.t Servt

Fort St George
23.rd Dec.r 1781

John Snow

N.B. I beg to have your Bill of Cost

And your Orator shall the said Defendant having all his Several Applications and Requests to the Several Assurances of the said John Snow and George Maule as herein Set forth and as truly Stated to the Defendant as your Orator is able to set forth the same

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Star Pagodas Current Money of Madras of John Douglas Esquire
under pretence of Paying off the Demand of the said Jeanes Woolley
and other pretended Demands on the said Estate of Coombahvee-
and other purporting Demands on the said Estate of Coombahvee-
Coomaree Coreeriadaun And therefore your Orator did file a
Bill of Complaint in this Honble Court charging Charles Board
Jonei and the said John Snow and George Maule with being
indebted as Executors as aforesaid unto your Orator in the said
Sum of three Thousand One hundred and Twenty Pagodas as
the Balance due for Principal of the said Bond of Coombahvee Coomaree
Coreeriadaun and Interest thereon unto the Eighteenth Day of the
present Month of March as by the account Current whereof Copy was
hereunto annexed and made part of the said Bill as well as of this
present Bill of Complaint did appear And your Orator sheweth
that several Rules passed for the said Charles Board Jeanes John
Snow and George Maule to Answer your Orators said Bill of Com-
plaint in the course of which time your Orator charges that the said
John Snow and George Maule did agree with your Orator that they the
at that time would arrange with the Native Creditor and that
your Orator should then be paid the full Amount of the said Claim
on which account and Reference to the said Answers of the
said John Snow and George Maule your Orator did not pray
for a Decree at the time the Rules for the said
Eighth Day of May in the said year One Thousand
Seven Hundred and Eighty two whereby your Orator was

was herein before fully Stated and Setforth And your Orator
Sheweth that it was his misfortune that the said Charles Edwd
Jones had left the Jurisdiction of this Honble Court in or about
the Month of October which was in the year of our Lord One
Thousand Seven Hundred and Eighty and hath left the entire
management of the Affairs of the said Boombahoie Corraroo
Coorcondaun in the Hands of the said John Snow and George
Maule because your Orator hath reason to believe from the
Tenor of the said Letter of the said Charles Edward Jones of the
third day of August One Thousand Seven Hundred and Seventy
Nine he would not have suffered a Plea to be filed in his
Name so Contradictory to the Principles which the said
Charles Edward Jones as well as the said John Snow and George
Maule has endeavoured to establish before this Honble Court
and which are hereinafter in part setforth may appear And in Case
any of which said Proceedings heretofore had by the said John
Snow and George Maule your Orator Saveth that the said Pleas of
the said George Maule and John Snow is in the Highest Degree
Evasive Contradictory and various and therefore especially Calculated
to Harrass and Destroy your Orator and which as your Orator has
every Reason from the Premises as well as from what hereafter is
setforth to conceive is embodied to answer some wicked purpose
of the said George Maule and John Snow and that by filling
the Schedule of the Boombahoie Coorcondaun before the

Orator any manner of Satisfaction altho' the Justness of your Orator's
Demand is established and proved before this Honble Court by the
very Instrument under the authority of which they have a right
to interfere in the Premises Namely the Last Will and
Testament of the said Coombakora Comaroo Covrovadam And
your Orator further sheweth that altho' the said John Snow and
George Maule have Pleaded to the former Bill of Complaint
of your Orator in manner as before stated and under the
pretence that the said Iruvanaven Arnachelluvie Moodelliar
Dasy Naigum Moodelliar Balla Chetty Lavroy Moodelliar
Coorgulaar Chetty Lavroy Moodelliar Sawmy Ayer and Iyah Sawmy
who are named as Executors in the last Will of the said Coombah.
are Coomaroo Covrovadam ought to have been made Parties
to your Orator's said former Bill of Complaint nevertheless
the said John Snow and George Maule together with the said
Charles Edward Jones filed a Bill in this Honble Court on the
Fourth day of January which was in the year of our Lord One Thousand
Seven Hundred and Seventy Nine against the said Coorgulaar
Chetty Lavroy Moodeliar Only the said Native Executors without
making any Mention in the Title of the said Bill of the said
Iruvanaven Arnachelluvie Moodeliar Dasy Naick
Moodeliar Balla Chetty Lavroy Moodeliar Coorgulaar Chetty Lavroy
Moodeliar Sawmy Ayah and Iyah Sawmy or either of them
Moodeliar Sawmy Ayah and Iyah Sawmy or either of them
Chetty Lavroy Moodeliar did or

not be entrusted with the Affairs of the Decased the said Testator
having as they say by the Plain Construction of the said Will given
and Granted to them a Confidential Confidence in his affairs and
that they would best Consult the Interest of his intended Residuary
Legatee They further say that the said Iremanmum Amachi
allum Moodeliar Court Dubash Davy Nauck Moodeliar
Batta Chenglevaroy Moodeliar Swamy Ayah and Iyah
Swamy mentioned in the said Will of the said Testator
derive no equality from the said Will so as to be Considered
as Executors in the same Degree as the said Charles Edward
Jones John Snow and George Maule Because the said Native
Executors are subject to the Controul of the said Charles Edward
Jones, John Snow and George Maule who as they themselves
in the said joinder admit have from the express Words of the
Will and the intention of the Testator gathered therefrom
an absolute Power to Maintain and bring Suit without the
interference of the said Natives And the said Charles Edward
Jones, John Snow and George Maule do further admit in
their said joinder that the said Snow removing the said
Iremanmum Amachellum Moodeliar Court Dubash
Davy Nauck Moodeliar Batta Chenglevaroy Moodeliar
Swamy Ayah and Iyah Swamy could not from their
become Complainants to the

the Will of the said Pembroke Cornaro Corroradaro as Executors thereto who had duly Proved the same but yet were not made parties thereto who said duly Proved the same but yet were not made parties to the said Bill mentioned which as the said Defendant Starke therein he conceived he was not at any rate Compellable to answer thereto as it doth not appear but what the satisfaction therein required by the said Bill may have been already given by the said Cathua Chitty Kuthiannah Saick & the Executors who were not made Parties thereto your Orator therefore prayed that the said Charles Edward Jones John Snow and George Maule after named might be ordered to come in as parties to that part of the Demurrer above set forth the same said Charles Edward Jones John Snow and George Maule accordingly came in as parties to that part of the Demurrer above set forth the said Last Will of that Row and some other Persons named in the said Last Will of the said Pembroke Cornaro Corroradaro namely Tamarasum Arunachellum Mudaliar, Coral Pakiah Pagar Naick Mudaliar, Arunachellum Mudaliar, Coral Pakiah Pagar Naick Mudaliar, Balla Chetty Bourey Mudaliar, Ponnambo Chetty Bourey Mudaliar, Soamy Ayah and Iyah Soamy who they say are appointed to act as Executors under the Direction of their Constituting Executors according to the Directions of the said Corroradaro the said Corroradaro to Wit the said Charles Edward Jones John Snow and George Maule they as they have also the whole of the said Executors nominated and appointed by the said Last Will and that they can not act or without any interference of the said Several Persons but that such are not the Case with the said Persons so mentioned in the said Will for they are whole heard as the said Charles Edward Jones John Snow and George Maule therein say to obey their Directions are carried on by whole and without them

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Bill of Complaint to be Warranty for the Complt
the same Bill of the Charles Corroradaro
Charles Edward Jones John Snow and George
Bill in their said pretended Bill mentioning
Charles, that which they did not or did not
respect by the Charles were which the
with like that if you not Executors
Charles for any matter as they are
of the said Pembroke Cornaro Corroradaro
to the said Pembroke Cornaro Corroradaro
Edward Jones John Snow and George
have their Writ of Attachment
and your Orator further
John Snow and George
the said Charles
Corroradaro
Snow and George
Executors
that they can
Several Persons
so mentioned
Charles Edward
to obey their

Collectively or Separately from their said
Coheirs James John Snow & George Maule further that
the said Mahabeer Executors have no power without their
Coheirs or that they are only vested as Trustees to put the
effect on the Management of the said Estate as Executors
heirs and Assigns of the said Testator they the said
more Especially Mahabeer Sreenivasa Mudeliar Sreenivasa
Mudeliar Sreenivasa Mudeliar Boringabeer
Mudeliar Sawmy Ayah & Ayah Sawmy should not
be able with the assistance of the Executors & Sawmy
of their Coheirs of any part of the property of
said Testator they would not be able to pay
monies of pursuing Account of the same which the said
Edward Jones Esqr. Snow and George Maule have
caused to transfer and that the monies of course the
due from Agents of the said Testator are the said
Jones John Snow and George Maule themselves
they cannot that any of the said Mahabeer
Executors Heirs Coheirs and Assigns of the said Testator
Est actually they had not done or did not intend
not pay them a debt till after the Debt of the
appointed and ingrafted which the said Edward
John Snow and George Maule & they pay them as
monies as executors & Executors of Said Testator

an absolute Power to maintain and bring Suits without the Interference
of the said Seemanaum Arnachellum Moodeliar Court Dubash Dary
Naick Moodeliar Balla Shenglicaroyah Moodelliar Boringabor
Sheryliroy Moodelliar Sawmy Ayah and Ayah Swamy and the
said Charles Edward Jones, John Snow and George Maule in their
said Joinder adduce Sane Authorities with a View to support their
said Doctrine and they also state other Matters in their said
Joinder with that view and particularly that the said Persons
namely the said Malabar or Native Executors are legally disa-
ble as Parties Complainants in conjunction with them and
your Orator further sheweth that on the Twenty Sixth day of
July which was in the year of Our Lord One Thousand Seven
Hundred and Seventy Nine William Duffin of Madras
Inhabitant did Exhibit a Bill of Complaint in this Honble Court
charging the said George Maule and John Snow as Two of the
Executors of the said Testator with having Inrable unto Hon on the
Sum of One thousand one hundred and Twenty One Pagodas
and Twenty eight Fanams as by the Copy of the Bond of the
said Testator and Account thereunto annexed might
appear to which said Bill the said George Maule and John
Snow appeared and on the thirty first Day of August in the said
year of Our Lord One thousand three hundred and Seventy Nine
the said George Maule and John Snow did file an Answer thereto
and thereby entitled the Court of the Decease of the said
William Duffin as by the said Answer more fully Record in this
Honble Court reference being thereunto had may appear and
your Orator Charges that the said George Maule & John Snow

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of December in the said year of our Lord One Thousand Seven
hundred and Eighty the said Sanga Chungleroy as Administrator as
aforesaid did file another Bill of Complaint in this Honble Court against
the said John Snow and George Maule charging them as Executors of the
said Bombahow Comaree Coorumdum with being Indebted unto him
in the Sum of three Thousand five hundred and Twenty One Star
Pagodas Current Money of Madras as by an Account Current and
Copy of the Translation of a Bond thereunto Annexed might appear
to which said Bill the said John Snow and George Maule appeared
and filed their Answer in like manner as to the Answer to the
said other Bill of the said Sanga Chungleroy confessing themselves
with the said Charles Edward Jones to be Executors of the said Bom-
bahow Comaree Coorumdum without mentioning any want of
Parties in the said Bill of Complaint of the said Sanga Chungleroy
or making any Demurrer or Plea to the said Bill altho' the nature
of the said Charles Edward Jones was not entered on the said Bill as
one of the Executors of the said Bombahow Comaree Coorumdum
and your Orator further Shweth that the said George Maule and
John Snow in their Answers to the respective Bills of Complaint
Sworn to respectively by the said George Maule and John Snow
acknowledged the Justice of the said Two several Accounts so made
for by the said Sanga Chungleroy as aforesaid without any contra-
dicting Proof before this Honble Court altho' no Affidavit was
made to the Justice of the said Debt or Order of Mony and
altho' the Will of the said Bombahow Comaree Coorumdum

them to the Prejudice of your Orator and your Orator further
Charyeth that the various Pleadings filed in this Honble Court by
the said John Snow and George Maule in manner as above setforth
prove these having made every effort to be Considered as having a
Separate Power independent of and superior to the Native Executors of
the said Pennsylvania Barrance Conveyancer and their Pleadings
in the said Suit against the said Corporation Chargeth Modellear
in which case what is above setforth they say in their joinder to
His said Demurrer that the Law having so decidedly secured the
right of Prosecution no other Person or Persons are entitled or can
bring any Suit against the Natives not being Christians than
the said Complainants enduring the said Charles Edward Jones, John
Snow and George Maule and that therefore by Law and Equity
the said Complainants say their said Bill of Complaint as it
stands against the said Defendant was well brought notwithstanding
standing any thing said by the said Defendant in his said Demur-
rer to the Contrary all the above Pleadings and Actings of the
said John Snow and George Maule appear particularly calcu-
lated to destroy your Orator and deprive him of his right as a Bond
Creditor of the said Deceased for your Orator Chargeth that accord-
ing to the Law Pleadings and the Doctrine above laid down by
the said John Snow and George Maule your Orator had reason
to expect that they would have Demurred to the said Bill of
Complaint and he brought his action against the said Native
Executors and therefore [illegible] the said George Maule and
John Snow as said Pleader Demurred to the said Bill of the said Mr.
[illegible] Bill of the said George Chingtong

Coombe Lovie Comaroo Corroonadum and no mention made nor
of the said Charles Edward Jones your Orator Chargeth that the
Pleading to your Orator's said Bill of Complaint under the pretence
of a want of sufficient Parties was a most gross Evasion and a
most unwarrantable injustice the more so as your Orator charged
that in their Inventory of the Estate and Effects of the said Coombe
Comaroo Corroonadum Sworn to on the thirty first Day of March
which was in the year of our Lord One thousand Seven hundred
and Eighty one and now of Record in this Honble Court the said
John Snow and George Maule call themselves the Acting
Executors to the Last Will of the said Coombe Comaroo
Corroonadum And your Orator humbly Submitteth that
their Conduct in filing the said Plea at the time we mention
and under the Circumstances above set forth was the most
unjustifiable as your Orator Chargeth that the said John Snow
and George Maule have accepted in due form of Law a Deed
or Instrument in Writing whereby they have absolutely and wholly
as your Orator hath been informed assigned transferred aliened
and made over unto and out of them and their Power Control or future Charge
must have fully and absolutely Placed and Vested upon all the
Effects and Cash of what nature soever they are which came to their
Custody Power and possession as Executors of the Will of the said
Coombe Comaroo Corroonadum and the said Assignments
made as your Orator hath been informed in favour of the said Plain
Executors but on what grounds for what reasons or under what Circum-

the said Deed or Instrument so as aforesaid Executed by the said
John Snow and George Maule bears date the Twenty Second day
of April which was in the said year of our Lord One thousand
Seven Hundred and Eighty two and which is Twenty Eight days
previous to the said John Snow and George Maule having filed their
said Plea so that the said John Snow and George Maule appear to
have adopted a Dilatory Conduct and filed an Evasive Plea as
Executors of the Will of the said Coombahoe Comaroo Corroonadum
at the very time they were alienating the Effects of the said Testator
and after they had Satisfied other Creditors the Authenticity of
whose Claims was not so well established as your Orator hath
shewn to be the case as to the claim of your Orator on the Estate of the
said Deceased and who as being named a Creditor in the Will of the
Testator to the very Amount Made as the Ground of his Claim in the
said Estate was as he conceives entitled to a Decree on filing his Bill
and referring to the said Will of the said Testator - But your Orator
Sheweth that instead of acknowledging the Justice of your Orator's
Demand or in any case Satisfying or Discharging the same the
said John Snow and George Maule have Combined and Confederated
themselves with other Persons at present unknown to your Orator
to insist on this his Bill of Complaint with Intent to Charge them
here to Defeat your Orator and to Deprive him of his just Rights and
Legal Demands on the Estate of the said Coombahoe Comaroo
Corroonadum Have acted in manner as is more fully stated
and set forth all which Actings and doings of the said John Snow
and George Maule tend to the manifest Injury of your Orator

To the End therefore that the said Charles Edward Jones,
John

John Snow and George Mantle Ironmongers Arrackellum
Moodeliar Court Dubash Dary Naick Moodeliar Balla Chitty
Erroyah Moodeliar Boongatoo Chingleroyah Moodeliar Swamy
Agar and Ayah Swamy may upon their respective Corporal
Oaths true direct and perfect Answer make to all and singular
the Premises 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 set forth whether the said Coombe
Soorapah Camaroo Corroovadanum did not duly make and Execute
his Last Will and Testament at the time and in manner as
above in part set forth and thereof appointed the said Charles Edward
Jones John Snow and George Mantle Ironmongers Arrackellum
Moodeliar Court Dubash Dary Naick Moodeliar Balla Chitty
Erroyah Moodeliar Boongatoo Chingleroyah Moodeliar
Swamy Agar and Ayah Swamy Executors thereof and whether
the same is not Proved and Probate obtained thereof in the Hon'ble
Court in manner aforesaid and whether your Orator's said Deceased
is not particularly set forth in the said Will of the said Coombe
Soorapah Camaroo Corroovadanum and your Orator further pray
that the said John Snow and George Mantle may upon their
respective Corporal Oaths particularly set forth whether they
the approbation and Consent of the said Charles Edward Jones
the said sole Executor in the said Last Will named whereby
they all or any of the Diverse Matters and things above
set forth and that they may severally set forth in which of
their own Actions and Doings they have the known Contempt

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them and whether they did not appear and Answer the several
Bills filed by the said William Puffen and Soorya Chingleroy
in manner as is herein before for that purpose set forth and whether
they did not file the several Bills against the said Soorapah
Chingleroyah Moodeliar and Canoo Chitty Kistnamah Naick
and join to their several Demurrers by Pleadings such as are
for that purpose herein before particularly set forth, and whether
the said Stephen Peckham as Attorney of your Orator did
not very often apply to the said John Snow and George Mantle
Verbally and by Letter in manner as is herein before for
that purpose particularly set forth and whether the said John
Snow and George Mantle did not answer his said applica-
tions and several Letters as above set forth and whether they
the said John Snow and George Mantle have not Sworn
to an Inventory as being the acting Executors of the said
Coombakove Camaroo Corroovadanum and whether they did
not also Execute an Assignment bearing date the said
Twenty Second day of April in the said year of our Lord
One Thousand Seven hundred and Eighty Two unto the Hon'ble
and purport herein before mentioned and whether they
have not borrowed of the said John Pringle Esq. the Sum of Fifteen
Thousand Star Pagodas or any other and what Sum and that
they may set forth to what purport the same was applied and
whether the said Mortgage has been paid off and your Orator
prayeth that the said John Snow and George Mantle may Exhibit
in this Hon'ble Court an Account upon Oath of the Estate and
Effects of the said Coombakove Camaroo Corroovadanum and that
the said John Snow and George Mantle Ironmongers

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Arrachellah Moodeliar, Court Dubash Davy Mauck Mudeliar,
Balla Changlengah Moodeliar, Poongalaar Changlengah
Moodeliar, Swamy Ayar and Ajah Swamy may be Dirtd
to pay unto your Orator the said Sum of three thousand One
hundred and Twenty Star Pagodas together with such Interest
as now is or shall hereafter be due thereon also all Costs of the
Suit. And that the said John Snow and George Maule may
be Decreed to pay unto your Orator the most exemplary Cost
for their most unjust evasive Contradictory and Vexatious
Conduct in the Premises and that such exemplary Cost may be
Decreed to be Taxed out of the Private Fortune of the said Defendants
and Charges thereof that the same may be an injury to the
Estate of the said Pondicherry Commercial Company which they
Appear to have so Shamefully mismanaged and that such
Costs may be some Recompence for the Damage which Your Orator
hath sustained by the Conduct of the said Defendants and
George Maule in the Premises.

And that Your Honble Court to Compell
the said Charles Edward Jones John Snow George Maule
and Arrachellah Moodeliar Court Dubash Davy Mauck
Arrachellah Moodeliar Poongalaar
Moodeliar Balla Changlengah Moodeliar Poongalaar
Changlengah Moodeliar Swamy Ayar and Ajah Swamy
to Summon and Attend by the Sheriff of Fort St. George
Towns of Madraspatnam and the Districts thereof Personally

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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.

7th February 1783.

This Bill was shewn to me between
the days of Adjournment Let a Summons
issue returnable next Court day.

Wm Webb
Mayor

L. Popham
Atty for Compt.

(980)

Charles Edward Jones Sabin Jones George Maule Tomanna
Palla Chinglewanyah Mootlelian Pongatan Chinglewanyah
Last Will of Poombahiee Comaroo Coreenadam Deceased
One Hundred and Twenty Star Pagodas together with Interest
and Eighty Four as by the following Account whereon Comft
Hon'ble Court by Verdapillah Against the Estate of the said

Dr { Charles Edward Jones George Maule and Sabin Jones
Executors Named in the Last Will and Testament of
Poombahiee Comaroo Coreen Nadam Deceased

1772 July	To the Amount of Poombahiee Comaroo Coreenadam's Bond of this Date		2000
1782 March	To Interest on Do to this Augt 15 Years and 8 Months @ 12 ℘ Cent ℘ Annum		2320
		Pag.d	4320
		Errors Excepted	March 1782

Arumachellah Mootlelian Court Dubash Davy Waick Mootlelian
Mootlelian Swamy Ayar and Ayah Swamy Executors Named in the
Hon'ble Court by Verdapillah Inhabitant in the Sum of Three Thousand
Pagodas to Verdapillah Late of Madras Inhabitant in the Sum of Three Thousand
Named from the Eighteenth Day of March One Thousand Seven Hundred
the Account Annexed to the former Bill of Complaint filed in this
Poombahiee Comaroo Coreenadam doth Appear

Executors Named in the Last Will and Testament of } Cr
Poombahiee Comaroo Coreenadam Deceased
Against Verdapillah

	By Cash Paid for Interest Yearly from 18th July 1772 to the 18th July 1777 being 5 Years @ 12 ℘ Cent ℘ Annum	1200
	By Balance due	3120
	Pag.d	4320

March 1782
Errors Excepted
Abstract
J. Sullivan

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Febr.y 11th February 1723:

The Joint and Separate Answer of Lewis Innes and Lewis Mostyn Lewis Innes Esqr. Chief Mostyn Esqr. and Lieut.t Duke Le Davy Mostyn Esqr. Inhabitants of the Royal Factory of Madras Inhabitants of the Mahratt Government and Executors of the Last Will and Testament of Lembahoie Comaroo Comma and Defendants to the Bill and Demand of Bill of Complaint of Verda Telly Likeman Madras Inhabitant and Complainant

Charles Eliard Lewis Esqr. Chief James Cooper Esqr. Mostyn Esqr. Lieut.t Duke Le Davy Mostyn Esqr. Lieut.t Court Duke Le Davy Mostyn Esqr. Balla Chinglevarah Mudelliar Esqr. Chinglevarah Mudelliar Secretary Esqr. and Agustin Savary Executors named in the Last Will and Testament of the said Deceased Lembahoie Comaroo Commandum Dewaun

The said Defendants Jointly and Severally for Plea Answer and Demurrer to the Bill of Complaint of Verda Telly Likeman Inhabitant of Madras Complainant Exhibited against them or Either of them as Executors as aforesaid Likewise against Them or Either of them as Executors as aforesaid Exhibited in the Court of Chancery of Fort St. George Answering Saith

That they Defendants Jointly and Severally Deny all Combination Confederacy Fraud Covin and Unlawful Practice in the Said Bill of Complaint Charged Confessing or Acknowledging all Writings Deeds and Things therein Mentioned to be Executed and Done as Therein Mentioned Saving and Reserving to themselves Jointly and Severally Now and at all Times hereafter all Benefit and Advantage of Exception to the Many Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer Thereunto or unto so much thereof as they are Advised is Material or Necessary for them to Make Answer unto They Defendants Jointly and Severally Answering Say That they Believe the Said Lembahoie Comaroo Commandum Dewaun Deceased was a Native of India and an Inhabitant of Madrapatanam and that he Died Possessed of Considerable Effects Real and Personal Within the Limits of the Mahratt Government and Particularly at Madrapatanam aforesaid and Leaving Issue Two Sons and Two Daughters Viz.t Lembahoie Comaroo Commandum Dewaun Deceased Lembahoie Comaroo Commandum Dewaun Deceased Lembahoie Comaroo Commandum Dewaun Deceased and Lembahoie Comaroo Commandum Dewaun Deceased and Lembahoie Comaroo Commandum Dewaun Deceased and

Agreeable to these they Profess themselves ready for fulfilling his instant and
Acting as far as are therein Lay for the Benefit of the Rest at Law and
Residuary Legatee Claiming all such Right and Advantages of Action
Against Debtors to the Estate as the Testator had or could Legally have
in this Life time, And as to the rest Matters or things in the said Bill
Account and become Subject to the Every Command therein as the said
Said Testator was in his Life time but not that these Defendant
do severally say that the Matters and things in the said Bill of
Complaint Contained are foreign to the Purpose of Establishing a
fair and just Demand and Appear therein and Calculated
rather to Harrass these Defendants and put them to Expence
Charges in the Law unjustly thereto and Relief for any Lasting

For all which Reasons and for Insufficiencies Errors and Imperfections in the said Bill Contained
these Defendants do Severally and Severally Demur to the said Bill
of Complaint and all the Charges matters and things therein Contained
and humbly Demand the Judgment of this Honble Court whether
they shall be Compelled to make any further or other Answer thereto
and Severally Pray to be hence Dismissed with their Costs in that
behalf sustained

Edward Ellis
Attorney for the Defendants

A°93

Filed 7th April 1783

The Joinder of Worshipfully of Madras
Inhabitant Complainant to the Joint
and Separate Demurrer of Thomas and
Anna Hellams Wordellian Court Dubash
Davy Mirch Wordellian and Ozah
Lawrey also of Madras Inhabitants there
of the Native Executors Named in the last
Will and Testament of Pembakeire
Common Commandant Deceased
Defendants

The said Complainant Says that Notwithstanding anything in the above said Demurrer Charged Alledged or
Set forth by the said Defendants as Executors as aforesaid the said
Complainant Amended Bill of Complaint ought not to be
Dismissed or Annulled Because the said Complainant
Says that the said Amended Bill of Complaint and the Matters
and things therein Contained are Intitled and Charged and good
Certain and Sufficient in the Law for him the said Complainant to
Maintain his Action Against the said Defendants as Executors
as aforesaid which said Amended Bill of Complaint this Complainant
is Ready and Willing to Aver Maintain and Prove as this Honble Court shall
from time to time Order and Direct and Complainant prays as in and by his
said Demurrer the said Complainant is Informed and believes
Charges Alledged and Insisted upon by the Defendants in their said
Demurrer was Meant and Intended by them for the
Purpose of Vexation and Delay and not otherwise and by Reason of this Honble
Court Ordering the Defendants to Answer all Matters and Allegations
Contained in the said Amended Bill of Complaint which may
be very Tedious Chargeable and Expensive to the Complainant

or that have already Arisen or happened within the said Town of
Madraspatnam or within any of the Factories Subordinate
unto Fort Saint George aforesaid or to the Governor or President and
the Council of Fort Saint George aforesaid Except such Matters as
shall be between the Indiana Natives of Madraspatnam only
Which by this Charter is to be Determined Among themselves and so
to the Parties shall by Consent Submit the same to the Determina-
tion of the said Mayors Court which the Complainant humbly
insists that the Defendants have Power for even those Causes
Applying unto this Hon^ble Court for Probate of the Will of the said
Pomballeer Commaren Coorumadeen and thereby Submitting all
Matters and Things respecting the Estate of the Testator to the
Determination of this Hon^ble Court under whose Sanction and
Authority the Defendants have Immediately Entered upon the
Affairs of the Testator and Invested Money and do good Debts of
and on behalf of the Testator and to commence Actions and Suits at
Law and file Petitions or to Defend and Answer Actions Suits and
Petitions relating to the Affairs of the said Testator of this Country
Legatee now an Infant by Name Ummal Soorayen with the Consent
to the said Will as Guardians to the said Infant Ummal Soorayen
Which Matters and things the said Defendants or some of them
have Acted and intermeddled as Executors Named in the Last Will
of the Testator or as Guardians to the said Infant Ummal Soorayen
Pichaikanny Tegaty under and by Virtue of the said Will and in Which
Matters and things relating to the Estate of the said Testator
the said Defendants Might have Acted and intermeddled if the

or Sanction of this Hon^ble Court unless called upon and the Form of
Law before this Hon^ble Court and According to the said Charter to
Answer any Matter or Thing respecting the said Estate of the said
Testator Wherefore the Complainant insists that the Defendants
giving the Matters and Things relating to the said Estate among
themselves According to the said Charter and their Determination
Among themselves they the said Defendants pursuant to the Will
Medium which they are Answerable they the said Defendants did
in the first instance crave the Aid Sanction and Authority of this
Hon^ble Court in the Affairs of the said Testator by Proving the said
Will of the said Testator and obtaining Probate thereof under the
Seal of this Hon^ble Court and thereupon at the same time did
the said Defendants Intended a Bill to Suit to Answer the Sanction
and Authority of this Hon^ble Court and all Matters relating to the
Estate of the Testator to be Sued for the Recovery
of all Debts against the said Estate for which Purpose the
Suggestions of the Defendants in their Demurrer would be Just
and Sufficient it would follow that as Natives Right have an
Opportunity of answering that Bill and Instituted Proceedings in
Ummal Cooder which alone and make their Defence which Right
as long as this Court shall allow and Maintain Jurisdiction
as to give the Executors a Right to Recover all Debts due for the Recovery
of the same to be Invested by the Testator in his Life Time which
Nothing can be more Repugnant to the Laws and Customs and the
Settled Principles of Justice that the said Defendants should
Plaintiff Complainant says that the said Defendants have Refused and
Defendants have Refused and Neglected to do the same for

the said Charles grows to the Nation an Exemption from the Pains
of this Fourth Count in the following Words to wit Except and Excepting
as to Slaves shall be between the Indian Natives of Madrespatam
or Fort St George and this Complainant That
Only Whereas in the present and in this Complainants
said Bill he hath put against Charles Edward Lowe Edward Lowe and
George Maule who are not natives as well as against Thomas Pagden
Lewis in the Bills of the Defendants named and whom the Executor
named in the said Last Will of the said Lewis before Complainant
and this Complainant saith that all the said Charles
Edward Lowe Edward Lowe and George Maule as Executors aforesaid
May be said to be possessed of the said Estate and to keep the Defendants
Right Title Interest Claim and Demand of in or to the said Slaves
as being executors as they would be and Assignment thereof from the
Testator and have as full and ample a Right and Title to keep the
Same as any Servant not a Native hath under and by Virtue of
Transfer or Assignment for that Purpose given and granted But for
further Answer to the Demurrer this Complainant says
that the same Instrument under and by Virtue of which the
Lewis Pagden as Executor as aforesaid gave this Complainant
Title to Judgment or a Decree for the Amount due unto this Complainant
and upon the Testator said Bond for the Proof of the Complainant
this Bill is no Part of the Bills of the Testator the same being the Act
of the other Executors And said Bill therefore standing the Defendants
of this Court Demurrer as known the Defendants for they ought
Answer and discover to this Complainant Whether the
said Testator was indebted unto this Complainant And the
said Testator was at the Time of his Death indebted

And this Complainant further saith that whenever any Remedial Law Charter or Act of Parliament is expressed in Terms which or shall any ambiguous the Interpretation of such Law Charter or Act of Parliament ought to be as beneficial towards the general Relief of the Subject as the words can possible admit and that is done as upon the same Principles of general and extensive good which require that all Penal Statutes would be construed Strictly And for further Answer this Complainant saith that under and by virtue of a certain Statute or Act of Parliament made in the twenty Seventh year of the Reign of Queen Elizabeth Chapter the Fifth and also under and by virtue of one other Statute or Act of Parliament made in the fourth year of the Reign of Queen Anne Chapter the Seventeenth and which has confirmatory of the said Act of Queen Elizabeth this Complainant is entitled to Judgment for the Amount due under and by virtue of the Bond or Obligation stated by the said Testator in the said Will and mentioned and referred to by this Complainant in his Bill of Complaint and the Amount Cannot Recourse to be made because that the Pleadings made use of by the Defendants are frivolous and vexatious nor have they demurred on Argument in Law or Equity why Judgment ought not to pass against them And therefore and as this Complainant hath fully joined to the Demurrer of the said Defendants he therefore humbly hopes it will appear that in Justice Equity and Right he ought by any thing the Defendants have alleged precluded or deprived of his Rights or Action and to the Recovery of his said Demands Wherefore

(970)

his said Bill he hath already prayed with such Exemplary
Costs in this Matter as to his Honble Court shall appear
right. —

Bopham
atty for Compt.

Filed 25th July 1783.

The Joint and Separate Answer
of John Snow of Fort Saint George Esqr
and Major George Monke of the same
two of the Executors named in the Will
of Pembroke Comaro Coromandem to
the Bill of Complaint of Bridgetta Dorothea
Substituted Complainant

The said Defendants by Protestation not Acknowledging all or any of the Matters or things in the said Bill
of Complaint to be true in such manner as the same are therein and thereby set forth and alleged do for Plea
Plea say that they are not nor either of them is Executors of the Will of the said Pembroke Comaro Coromandem
in the Bill named, and that they have not nor either of them hath any Assets of the said Testator
to be administered in this Honble Court for the same, And that the
said pretended Cause of Demurrer thereto, for the said Defendants
to appear by the Complainants aforesaid Bill of Complaint
to answer the same, and to the Discovery and Relief thereby
sought, they the said Defendants are advised is not sufficient in Law
to compel them to make any further or other Answer thereto
or to any part thereof, and humbly pray the Judgment of this
Honble Court whether they shall be compelled to make any
further or other Answer thereto or to any part thereof, and
they the said Defendants do plead the Premises in Bar to the
whole Bill of Complaint and to the Discovery and Relief
thereby sought, and they the said Defendants do aver that
they have fully administered all the Assets of the said Testator
which have come to their hands, possession or knowledge
which are chargeable with the Debts of the said Testator
by Virtue of the Will of the said Testator, and that they
have paid and satisfied all such Debts as they have had
notice of, and which they were obliged to pay and satisfy
before the Service of the Bill of Complaint in this Cause
upon them, and that they have not nor either of them hath
any Assets of the said Testator to be administered in this
Honble Court sufficient to satisfy the Complainants Demand
in the said Bill of Complaint, and all other Demands
which have been brought to their knowledge or notice
before the Service of the said Bill of Complaint upon them
and this they are ready to aver and prove as this Honble
Court shall direct and award, and they the said Defendants
do plead the Premises in Bar to the whole Bill of Complaint
and to the Discovery and Relief thereby sought, and they
the said Defendants do aver that they have fully administered
all the Assets of the said Testator which have come to their
hands possession or knowledge which are chargeable with the
Debts of the said Testator by Virtue of the Will of the said
Testator, and that they have paid and satisfied all such
Debts as they have had notice of, and which they were
obliged to pay and satisfy before the Service of the Bill
of Complaint in this Cause upon them, and that they have
not nor either of them hath any Assets of the said Testator
to be administered in this Honble Court sufficient to satisfy
the Complainants Demand in the said Bill of Complaint
and all other Demands which have been brought to their
knowledge or notice before the Service of the said Bill of
Complaint upon them and this they are ready to aver
and prove as this Honble Court shall direct and award
and they the said Defendants do plead the Premises in Bar
to the whole Bill of Complaint and to the Discovery and
Relief thereby sought, and they the said Defendants do
aver that they have fully administered all the Assets of the
said Testator which have come to their hands possession or
knowledge which are chargeable with the Debts of the said
Testator by Virtue of the Will of the said Testator, and
that they have paid and satisfied all such Debts as they
have had notice of, and which they were obliged to pay
and satisfy before the Service of the Bill of Complaint in
this Cause upon them, and that they have not nor either
of them hath any Assets of the said Testator to be
administered in this Honble Court sufficient to satisfy the
Complainants Demand in the said Bill of Complaint and

Comaroo Commandam, which the Defendants are charged
having Maliciously Mismanaged and that such Attempt
some recompence for the damage which the Complainant
had incurred by the Conduct of the Defendants the said
Lord George Manle in the Premises And the said
all the other things in the said Amended Bill material
unto to Answer and for Cause of Demurrer shew that the
the Complainants now Shewing that the said Bill of
contains Matter of a separate and distinct nature and
affinity one to another, Key operating Grievances under
rangs and suffer wrongly in the several Sum, Respects
and determination that materially must be prejudicial
Renewal Stages of the several Complaints alleged in
ment in the Amended Bill of Complaint, for the first
for a Debt against all the Executors the said Complainant
Defendants John Lowe and George Manle to pay
out of their own Proper Estate independent of the Estate
Complany Cot bound to Damnified by
the Debt & the Engrave of the Defendants the Lowe and
other Separate Capacities, when in fact the Complainant
entitled to the Single Cote upon proper Bill of
the present Bill of Complaint is an Amended Bill
praying Relief against the same by the Defendant
parties to the Original Bill, that Demurrer
Relief against all the Executors named in the said

allowed to Amend his Bill of Complaint, that is to say, by making
all the Executors named in the Will of the said Deceased Combabove
Comaroo Commandam parties, Defendants but with submission
to his Honble Court, the Honble Court will never mean that the
Complainant should Amend his Bill of Complaint by inserting
the Merits of a certain Suits instituted by and against the said Person
-dants John Lowe and George Manle as Executors aforenamed, and
which have not the least affinity to the present but instituted against
these Defendants and all the said Executors for a Debt on a Bond, the
Cause of Action being very short and Clear and Only requires
for the Defendant in his Answer to Answer or say but as the present
Cause of Action arises on especially the Proceedings in other Suits on
to his Original Bill of Complaint for want of all parties, the A-
mended Bill cannot in any other instance be allowed or Amended,
but in that particular Article by adding proper parties Defendants,
the mode and manner of proceeding about the said Defendants to say,
Key are advised is in good Order of Pleading, Where the Uniting of
Transactions not finally determined and praying Relief against
some of the Defendants is inconsistent and improper, for all which
Causes and for several other Defects and imperfections of the
said Bill of Complaint and particularly to the Elaborate Recital
of Suits brought by and against the Defendants John Lowe and

(974)

Amended Bill of Complaint cannot in the Last and other
plaintiff, for all which Causes the said Defendants should
Mark, be Demur in Law to the said Amended Bill of Complaint &
to abide by the Judgment of this Honble Court, whether they shall
make any other or further Answer thereunto, and pray that
said with their reasonable Costs in this behalf most wrongfully
sustained.

Chas Bromley } Attorney
Wm DeGray } for the
Defts

Filed 1st April 1783

The Second Exhibit of Bills being Copy of the
Defts Answer Plea Demurrer and
Affidavit to Plff's Amended Bill of
Complaint and Exhibits
Commr Cornwallis Defts
Plea Demurrer Bill
Plff's Amended Bill of
Complaint and Exhibits
Filed 1st April 1783

(975)

Will and Testament of the said Comm
Cornwallis Demurrer

The said Defendants Jointly and severally by Pro-
testation not Confessing or acknowledging all or any of the Matters and
Things in and by the said Amended Bill of Complaint exhibited Charged
to be true in manner and
form as the same are therein and thereby exhibited Charged Expressed or
set forth and alledged whereof they Defendants do Jointly and severally
Demur in Law and for Cause of Demurrer shew and
Plff's Amended Bill of Complaint are also the
Pagodas Current Money of Madras from the Defendants and others
Charged with the said Bill as Counter of Pondicherry Commr Corn-
wallis Received by him the said Complainant pretended to be
due and owing unto him as a Debt or Obligation contracted by and
between the said Complainant and the said Pondicherry Commr
Cornwallis in his Lifetime and the said Defendants do say
that Pondicherry Commr Cornwallis Deceased was a Native of
India and an Inhabitant within the Districts of Madras pat-
nam and that the said Complainant by his own Declaration
and Shewing in and by his said Bill of Complaint as also at the
time of Action and an Inhabitant of Madraspatnam whereupon
Plff's Amended Bill of Complaint is so brought and

Exhibited against these Defendants and others who are the Executors of the said Pemberton Conners Conmandum Deced contrary to the Express Meaning of that Clause in their Royal Charter which excludes or prohibits the Indian Natives of this Place to commence Suits or Actions in the Hobble Mayors Court at Madras patnam against each other, and which said Clause expressly orders and direct that all Suits or Actions between Indian Natives be determined among themselves unless the Parties shall by consent Submit the same to the determination of the said Hobble the Mayors Court which consent of these Defendants is Humbly and Sincerely say never has been obtained for the purpose Pretended to bring the matters in Question legally and fully before this Hobble Court and such consent be allowed or granted as these Defendants Conceive to the injury to the Estate of the said Deceased Pemberton and the Legal representatives May Be Left Remediless to be for Ever Barred and Debarred from Claiming and Acting as for as either by Law or Custom of this Place and Riviedary Legatee Claiming all such right and Title and Cause of Action against Debtors to the Estate as the Executors with Loyalty have or have Left Unsue, or otherwise May or May not Ready to Account and Answer Unpaid being Answerable Action as to the said Executors now in their Life time, but as these Defendants do severally say that Execution and Writings of the said Bill of Complaint contained as Forgive to the Equity of the

Exclusive Charges in the Law unjustly Then to such Relief for and Against injury —

For all which Reasons and for Diverse other Defects Imperfections Errors and Insufficiencies in the said Bill contained these Defendants do Jointly and Severally Demur to the said Bill of Complaint and all the Charges Matters and things therein contained — and pleas and all the Charges Matters and things therein contained — and humbly Demand the Judgment of this Hobble Court whether they shall be Compelled to make any further or other Answer thereunto and humbly Pray to be hence Dismissed with their Costs to be paid by the Complainant

Edward Ellis

Atty for the within Named Defendts

Filed 4 April 1783

The Answer of Verapully of Madras Inhabitant Complainant to the Joint and Several Answer of Balla Chan and Lawah Damarow of Bella Chan ging of Madras Inhabitant and Pan gaw Chungay Moodaliar two of the Executors named in the last Will and Testament of Pemberkie Conners Conmandum Deced Defendants

The said Complainant Say that notwithstanding any thing in the said Answer Charged alleged or Insisted by the said Defendants or Executors of the said Complainants Late Husband Deceased or

Bill of Complaint and the Matters and things therein Contained Exhibited and Charged are good Certain and Sufficient Reasons for him the said Complainant to Maintain his Action Against the said Defendants as Executors aforesaid which said Amended Bill of Complaint he is Ready and Willing to Aver Maintain and Prove in such Manner and Form as this Honble Court shall Think fitted for Answer unto the said Demurrer the said Complainant says that by the Kings Majestys Charter Mentioned and referred to by the Defendants in their said Demurrer is Warranted and Intended to and doth Give Power & Authority unto this Honble Court to Hear and Determine all Civil Suits Actions and Causes between Party and Party that shall or may arise or happen or that have already arisen or happened within the said Province Certain or within any of the Factories Subject or Subordinate unto Fort Saint George aforesaid unto the Governor & President and Council of Fort Saint George aforesaid Except such Suits or Actions shall be between the said Mariners of Rodmar Estimate of which Nature is to be determined among themselves unless both Parties by consent Submit the same to the Determination of this Honble Court which this Complainant Humbly insists that the Defendants have done as far as in them lay by applying unto this Honble Court for Relief of the Will of the said Testator Edward Gower Esquire and therefore Submitting all Matters and things respecting the Estate to the Determination of this Honble Court under the Sanction and Authority the Defendants have been entitled to act

and institute Suits and prosecute Petitions to Defend and Answer Actions Suits and Petitions relating to the Affairs of the said Testator or of his Residuary Legatee now an Infant by Name Anna Lawrey whether as Executors to the said Will or as Guardians to the said Infant Anna all manner of which matters and things the said Defendants or some of them have acted and intermeddled as Executors Named in the Last Will of the Testator was Guardians to the said Infant Anna Lawrey as Residuary Legatee under and by virtue of the said Will and in most of which Matters and Things relating to the Estate of the said Testator the said Defendants might have acted and intermeddled of their own accord and accordingly to their own Customs without the aid or Sanction of this Honble Court unless called upon in due form of Law before this Honble Court and according to the said Charter to answer any matter or thing Reputing the said Estate of the said Testator Whereas this Complainant insists that instead of determining the Matters and things relating to the Estate among themselves according to the said Charter and which Determinations among themselves they the said Defendants presume to be Duly made in which they are warrable by the said Defendants did in the first instance crave the said Sanction and Authority of this Honble Court in the affairs of the said Testator by proving the said Will of the said Testator and obtaining Probat thereof under the Seal of this Honble Court and Knowing at the same instant that the said Defendants acted in all transactions under the Sanction and Authority

Claims against the said Estate for was Testatrix and that Due
ces were to be held good and sufficient Grounds for the
Nation might have an opportunity of enquiring Whether
or Unliquidated Amount in his Personal Estate which he
make his Will in such manner as to give his Executor
to raise all Monies which might be due to the Deceased
subjecting them to be sued for the Recovery of the Same
by the Testatrix in his Life time than what nothing can have
Complainant to Law and Equity and the said Principles of the
that Justice and for further Answer the Complainant says that
the very Charter to which the said Defendants have referred
and by their said Demurrer pray this Complainant might
in manner as he hath done for the said Charter gives the Mer
an Exemption from the Payment of their Debts but with
every reasonable Cost and Suits or Actions which
the Indian Nations of Hudsons Bay or where else
not entered this Complainant Exhibited his Bill
Charles Edward Lord John Lord and George Earle who
ceivers as well as against the said Defendants in the Bill
Demurrer named and then the Executors named in the
Last Will of the said Testatrix Comes Complainant
Complainant saith that the said Charles Edward Lord
John Lord and George Earle as Executors aforesaid
ed to prosecute the said Suit and to perfect the same
now they perfect Answer as full and explicit
long Continuance of the Complainant Bill
(981)

Virtue of a Commission for that purpose given and
granted and for further Answer to the said Demurrer this Complai
ment says that the same Instrument under and by virtue of
which the Defendants appear as Executors as aforesaid gives this
Complainant a Title to Judgment or a Decree for the Amount the
Complainant is Entitled to upon the Testators and Proof
of the Execution of the Will is a Proof of the Debt of the Testator the
same being Stated and Set forth by the Testator in the said Will Therefore
according to that part of their said Demurrer wherein the Defendants
say they are ready to account and become Subject to every Claiments
action as he the said Testator were in his life time This Complainant
saith he the said Testator were in his life time This Complainant
saith he is entitled to Judgment or Decree for the sum for which
saith he is entitled to Judgment or Decree for the sum for which
Defendants have by their said Charter power this Complainant
Honble Court and this Complainant further saith that whatever any
Commercial Law Charter or Act of Parliament to regulate matters
which must at all ambiguous the Settled practice Usage Agreement
or Act of Parliament ought to be construed to the Relief
Relief of the Subject as the words are possible and therefore
upon the same Principles of general and extensive good construc
were that all Penal Statutes must be construed strictly and
for further Answer this Complainant saith that under and by virt
ture of a Certain Statute or Act of Parliament made in the
Twenty Seventh year of the Reign of Queen Elizabeth Chapter
of the other Statute or

act of Parliament made in the fourth Year of the Reign of
Queen Anne Chapter the Nineteenth and which is enforced by
of the said act of Queen Elizabeth this Complainant is entitled
to Judgment for the Amount due under and by virtue of the
Bond or Obligation stated by the said Letters in the said
mentioned and referred to by this Complainant in his Bill of
Complaint and the Account Current thereto annexed but
that the Pleadings made use of by the Defendants are frivolous
and vexatious nor have they advanced one Argument to the
Equity why Judgment ought not to pass against them and
therefore and as this Complainant hath fully proved his
case of the said Defendants he therefore humbly hopes
will appear that in Justice Equity and Right he ought
any thing the Defendants have alledged pleaded or offered
and of his Right in action and to the Recovery of the said
Demands he humbly prays the Judgment of this Honble
Court as in and by the said Bill he hath already prayed
with such Costing Orders in the Premises as to this Honble
Court shall appear right

Replication
dated 4th April 1783

A92

The Joinder of Virapilly of Madras
Inhabitant Complainant to the Demur-
rer of John Snow and George Maule
two of the Executors named
in the Last Will and Testament of
the late Hon Edward Boscawen
Esquire deceased
Defendants

The said Complainant says that notwithstanding
any thing in the above said Demurrer charged alledged or set forth
by the said Defendants to the said Complainants Amended Bill of
Complaint ought not to be quashed or dismissed because the said
Complainant says that the said Amended Bill of Complaint and
Complainant says that the said Amended Bill of Complaint is
the Matters and things therein contained exhibited and charged are
good certain and sufficient in the Law for him the said Complainant
to maintain his action against the said Defendants as Executors
as aforesaid which said Matters and things contained exhibited and
set forth in and by the said Amended Bill of Complaint this ready and
willing to aver maintain and prove in such Manner and form as
this Honble Court shall think fit and for Answer unto the said
Demurrer the said Complainant says that having perused and
the said Defendants various pretences and undertakings by and
the said Defendant in his said Amended Bill of
Answer and by Letter in writing and
Complaint this Complainant believing them to be true the said
Defendants would have performed their said several promises and

Mantle to institute a suit in this Honble Court for the recovery the
said Sum so due unto this Complainant in manner as by
him in his said Bill of Complaint and in the amendment
thereunto annexed And this Complainant having been duly
informed that the said Defendants had considered themselves as
endeavored to establish themselves in the Judgment of this
Court together with Charles Conrad Jones as the only Executors
having any right to intermeddle in the Concerns of the said
late Commr Conrad deceased and being also advised that the
rents and effects of the said Estate were in the hands power
vision of the said Defendants and that they would if not
hasty Bill should date the said Summons mentioned
Court Dated this Day March Wednesday Bill Complainant
other Complainant thereupon brought Mandates having
having a Conference privately with the said Defendants and
known the said Defendants did unjustly & fraudulently
by pray this Complainant the Amount of the said annuity
and to file his Bill of Complaint against them the said
Jones George Mantle and John Jones only and as Executors
made of getting payment of the said Claim which
delay or Vexation of Complainant but that therefore
and on the twenty third day of March in the said year

the justness of this Complainants said demand before this Honble
Court did frequently by Letter and otherwise promise payment thereof
and by such promises did induce this Complainant not to press for
payment of his said demand And that when this Complainant did
at last press for payment of that Debt they the said George
Mantle and John Jones the said Charles Conrad Jones being then
and still in Europe did file a Bill in this Complainant to said Court to
the truth of which the said George Mantle aforesaid do swore which
Bill was to the purport for that purpose set forth in this Complain
mants said Bill of Complaint and this Complainant saith that he
discovered that at the same time the said Defendants had so filed the
said retaliatory and Evasive Bill they had Conveyed away and alienated
as appears by the Records of this Honble Court Considered the said
Natives as not having a Right equal to themselves in settling the
affairs of the said deceased. This Complainant therefore finding no
likelihood of obtaining payment of his said just Claim and Consi-
during the Conduct of the said Defendants George Mantle and John
Jones so highly unjustifiable and depriving him the Complainant of
which he had to obtain payment of his said just Claim as well
as Attorney Jones for the said late deceased as inward was desired by
relate the whole of the said Proceedings of the said George Mantle
and John Jones respecting the premises to this Honble Court where

he could Related the whole charging the above named Georgiabella
and John Snow with such Matters and things as they had done
in the Premises and Charging the other Executors also with what they
had done therein and the Complainant saith that his said Bill of
Complaint contains no Matter or thing foreign to the intention
in which the Complainant had unhappily found himself pre-
tended to implead a Confidence in the assurances of the said Defendant
respecting the payment of the Complainants demand as above
stated set forth and Charged as arising from the Letter chiefly
written the Promises made the acts done in the Pleadings of
by the Defendants respecting the Estate and Effects of the said Testator
were Contrary Corresondam and for further Answer the Defend
say that as the Will of the said Pombahora Comaroo Comandoo
is proved and now of Record in this Honble Court and as the Bond of the
said Testator in favor of this Complainant and for Recovery of
the Ballance due wherein this Complainant hath filed his Bill
of Complaint as a part of the said Will of the said Testator the
Complainant saith the same is now in proof before this Honble
Court and this Complainant is entitled to Judgment thereon
have the Defendants in their said Demurrer pretended to say
thing to the Contrary thereof But have Continued to manifest
their Litigious and vexatious spirit by Demurring to the Com-
plants Bill of Complaint and thereby avoiding the many Ques
therein made instead of answering there to and giving such full D

themselves the Management thereof exclusively and without the
Privity Consent Knowledge or approbation of the said Charles
Edward Jones on many points of Material Consequence to the
Estate of the said Testator and Ld entirely and professedly over
ded all intercourse whatever with the said Native Executors or
altho the said Native Executors were the Natural guardians as
being Relations to and of the same Religion with the said Infant
and Residuary Legatee Rama Swamy and altho they were bound
from Principles of duty as Ex Executors and for obvious Reasons
to have conferred and communicated with the said Native Executors
and for further Answer this Complainant says that different-
persons may be joined in the same action or suit when such per-
sons are interested in the same action or suit when such ac-
tion or suit Relates to them all generally altho the peculiar cir-
cumstances of the several Defendants therein named might
operate differently respecting them according to their respective
merits and therefore this Complainant saith that since the whole
scope and end of this Complainants said Bill of Complaint or
Relates only to such matter as Concern the Complainants claim
to the Estate of the said Pombahora Comaroo Corondam and
to the Conduct of the several Executors in the said Testators Will
named this Complainants said Bill of Complaint ought not
to be demurred unto by any of the said several Matters
therein Contained but it ought with this Honble Court to pro-
ceed to Judgment for this Complainant for the Amount of
Ballance due this Complainant saith the Answer of the said

empowered to assist the Defendants generally or any one or more of them separately with such Costs by way of Damages to the Complainant as the Complainant may appear to have sustained the Commissioners which Costs may be adjudged to be paid by the said Defendants or some of them from their own Estate if it shall appear that by their Conduct the Complainant hath been put to such Injury as charged by him in his said Bill of Complaint and the Complainant saith that it would have shewn a spirit of Litigation in the Complainant to have filed a Separate Bill against the said Two Defendants George Maule and John Snow for their Conduct as Executors as aforesaid when the Complainant had an Opportunity in manner as he hath done and doth by stands ready accordingly to the forms of Law to have exhibited this his Bill and to his Complainant in one Bill of Complaint and to have submitted under the Merits in the said Bill as well what Right the Complainant had to recover the Amount in this Honble Court against the said Bond or to be adjudged a Recompence by way of Damages for the Injuries he had so suffered by the Conduct of the said two Defendants George Maule and John Snow and for further Answer this Complainant says that as the said Demurrer before mentioned to the Complainant might not be allowed to recover the Amount of his Claim the said Estate of the said Executors Cornwallis Crowder and Jones appear indebted unto the said Estate the Complainant and by Virtue of the said Will of the said Testator the Complainant prays Judgment of this Honble Court against the said Executors and

to be paid as by this Complainants said Bill he hath already prayed and as by this Honble Court shall appear right

Popham
Atty for Compt.

Extract from the Minutes of a Court Held at the Town Hall on Friday the 26th day of June Anno Domini 1783

Present

William Webb Esquire Mayor

James Call — Edward John Holland
Edward Garrow — Thomas Cooper
Hugh Maxwell and Edward Snowd

Aldermen

Verdapeully
sees
Charles Edward Jones, John Snow, George Maule
Ironmanum Arnachellum Moodeliar, Court
Dubash Davy Naick Mondeliar Valla Chengle-
-varayah Mondelliar Coongaloo Chengalvarayah
Mondelliar Sawmy Iyer and Appah Sawmy

Bill with Copy of Account annexed filed
Joint and Separate Demurrer of Ironmanum Arnachellum
Davy Naick and Appah Sawmy filed
Joinder Rents filed
Demurrer of John Snow & George Maule filed

Thangavey Moodeliar Read
Soinder thereto Read —

The Demurrers of Tirumanum Arachel
Lum Moodeliar Court Dubash Dany Naick Moodeliar Appellants
John Snow, George Monke, Bella Thangavey and Comptor Thangavey
Moodeliar the Executors Named in the Last Will and Testament of
Coombakoon Comarre Coreandum Deceased and the Complainants
Joinder thereto Coming on to be Argued and Determined this Day
in the Presence of the Attorneys on both Sides and the Court being fully
in Consideration thereon are of Opinion that the Pleas made Use
by the Defendants in their Demurrers are Insufficient Wherefore
Court with Reasons think fit to Order and doth accordingly Order
that the Defendants Demurrers be thereon set with Costs to be paid by
the Defendants out of their own Effects —

This Court doth further think fit to Order and Decree
and doth accordingly Order and Decree and doth accordingly Order and Decree
that the Defendants do pay unto the Complainant out of the Estate and
Effects of Coombakoon Comarre Coreandum Deceased the Sum
of Fourteen Thousand One hundred and twenty Pagodas Principal
Money with such Interest thereon as Shall become due thereon
until full Payment be made also all Costs of the Suit
of Complaint

96
A

Court of Appeals
at
Madraspatnam

} Thursday the 20th of May
Anno Domini 1784

Between Tirumanum Arnachelum Moodeliar
Court Dubash Dany Naick Moodeliar
and Appah Swamy three of the Executors
Named in the last Will and Testament
of Coombakoon Comarre Coreandum
deceased Appellants and Defendants
Respondent

This Cause coming on this day to be heard and debated
before this Court by the Attorneys on both sides upon hearing the Pe
tition of Appeal and Answer and the several Exhibits of the Hon'ble
the Mayors Court together with the Order of the said Court given
in the Cause on Tuesday the 26th day of June Anno Domini 1783
whereon the Decree of the said Court given on the said Cause on the said
26th day of June Anno Domini 1783 upon due Consideration
had of the Matters therein severally Entered and of the Pleadings and
Evidence of the Matters therein severally Entered and of the Pleadings and
Argument had by the Attorneys on both sides This Court doth think
fit to Order and Decree and doth accordingly Order and Decree that
the Order of the Hon'ble the Mayors Court dated the 26th day of June
Anno Domini 1783 whereby the Decree of the said Court dated the
Anno Domini 1783 whereby the Decree of the said Court dated the
said 26th day of June Anno Domini 1783 do stand affirmed
and 26th day of June Anno Domini 1783 do stand affirmed
And that the Appellants Petition be hence dismissed with Costs
And that the Appellants Petition be hence dismissed with Costs

Thos Irvine Esq

(992)

Court of Appeals
at
Madraspatnam

} Thursday the 20th May
Anno Domini 1784

Between Bulla Chungiah Moodelliar
and Comyah Chungiah Moodelliar
Executors of the Testament and last
Will and Testament of Pombalore
Comaro Cormandum deceased
Appellant and Verdapillah
Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the Several Exhibits of the Worshipful the Mayors Court by the which the Order of the said Court given in this Cause on Friday the 30th day of June Anno Domini 1783 whereby the Decree of the said Court given in the said Cause on the said 28th day of June Anno Domini 1783 upon the Cross Examination last of the Matters therein mentioned and of the Pleadings and Arguments and by the Attorneys on both sides This Court doth think fit to Affirm the same and doth accordingly Order and Decree that the Order of the Worshipful the Mayors Court dated the 30th day of June Anno Domini 1783 whereby the Decree of the said Court dated the 28th day of June Anno Domini 1783 is dated the said 28th day of June Anno Domini 1783 stand affirmed and that the Appellant Petitioner have

(993)

A.D. 27th May 1784.

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To the Worshipful the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Worshipful Court your Orator Sol Arratt of Madras Merchant that Abraham Arratt Merchant of the same place Merchant Stands Indebted unto your Orator in the full and just Sum of One Thousand Six Hundred and Twenty two Pagodas and Nine Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Six Hundred and Eight Pounds and Eighteen Shillings as by an Account thereunto annexed Current more fully and at large appear by an Account Current Arising upon a Respondentia Bond hereunto annexed for the Inspection of the Worshipful Court & your Orator prays the same may be admitted as part of this his Bill of Complaint which said Respondentia Bond is now in your Orator possession and Ready to be produced when Required Nevertheless the said Abraham Arratt Merchant well knowing the premises but Contriving how he may injure your Orator both Fraudulently and unconscionably Maintain unjust payment of the said Sum of One Thousand Six Hundred and Twenty two Pagodas and Nine Fanams from the said Abraham Arratt Merchant

Butwithstanding May it please the Worshipful the said Abraham Arratt Merchant Contumaciously and wilfully Refuses and Neglects to pay the same or any part thereof to your Orator or any Manner of Satisfaction for the Premises your Orator therefore

appear agreable to Equity and good Conscience To the End therefore that the said Abraham Arratoon Maud 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 Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid sum of Eleven Thousand Five hundred and twenty Four Pagodas and Nine fanams together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Abraham Arratoon Maud to be & Appear of Fort Saint George Town of Madraspatnam & the District thereof personally to be and appear before this Honble Court to Obtain 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 & Decree herein as to this Honble Court shall seem meet

His Bill were shewn to me in the Stage of Engrossment and the Complainant having sworn to the Contents of the Same and the Defendant is about to depart from the Jurisdiction of this Honble Court whereby Answer cannot be had immediately and the Matter of the Bill is Urgent

John Hodges
Mayor

Signatures

(996)

Filed 27th May 1786

To the Honble the Mayor
Court at Madraspatnam

Between Sol Israel Complt
&
Abraham Aviet Mant Defdt

The Affidavit of the above named Complt

This Deponent maketh Oath and Saith that the above named Defendant stands justly and truly indebted unto this Deponent in the Sum of One Thousand Five Hundred and Forty two Pagodas and Nine Fanams Being the Amount of an Account Current Bearing date the Seventh day of May One Thousand Seven Hundred and Eighty four annexed unto his Bill of Complaint that to this Deponent doth know and doth verily believe that the Defendant is about to depart from the Protection of this Honble Court

Sol. Israel

Sworn to before me
this 27th day May 1786

John Morgan
Mayor

Mayor's Court at Madraspatnam

Tuesday the 1st day of June
Anno Domini 1786

Present
John Morgan Esqr Mayor
Edward Gwynne & Philip Morris
Esqrs Aldermen

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Madras Merchant Complainant
and Abraham Aviet Mant of the
same place Merchant Defendant

The Defendant being on Court by his Attorney Mr Charles Crowley and acknowledgeing the Justness of the Complainants Demand — This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand Five hundred and forty two Pagodas and Nine fanams Star Pagodas 1542-9 and also Interest as more is due shall hereafter become Due together with such Interest as more is due shall hereafter become Due known until full Payment is made also all Costs of this Suit

Ord

Filed 4th July 1786

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orator and Oratrix Manuel Pyrard Vanmelo by Mr Robert Kelly Esqr Lieutenant Colonel in the Honble the United East India Company's Military Establishment at Fort Saint George and Oratrix in the Said George stands indebted unto your Orator and Oratrix in the full and just Sum of Three hundred and Seventy Six Pagodas making in sterling Money of Great Britain Eleven Shillings and Eight Pence Sterling Three hundred and fifty Pounds Sterling for every Pagoda Sterling Three hundred and fifty Pounds Sterling for every Pagoda Sterling and Eight Shillings Sterling — For your Orator and Oratrix on the Twelfth day of January

Eighty One borrow and Received of Captain Peter James Percy Rebon
of two hundred Star Pagodas on his note of hand whereby he promised
and undertook to pay the said Sum of Five hundred Pagodas on the
fourteen of July then next Ensuing which said Sum together with the
Interest known up to the Ninth day of the Instant January amount
to the said Sum of three hundred and twenty Six Pagodas as by the
note of hand and Account thereof may appear Copies of which
Documents Annexed for the Inspection of this Honble Court and pray
ed by Your Orator and Oratrix to be taken as part of this their Bill
of Complaint the Originals whereof are in the possession of Your
Orator and Oratrix and ready to be produced when Required which
promise and undertaking the said Robert Kelly hath not
performed but wholly Neglected the same and your said
Oratrix further shew that the said Peter James Percy after
ving the said Sum of Five hundred Pagodas and Execut
Note of hand that is to say on or about the Eighth day of Feb
Thousand Seven hundred and Seventy Six did depart this life
ving Your Oratrix his Widow and Relict who did on the
fourth day of September in the year of our Lord One Thou
Seven hundred and Seventy Six obtain Letters of Admi
of the Estate and Effects of the said Peter James Percy
Grave and which under the Seal of this Honble Court of Re
Records of this Honble Court reference being thereunto had
appear and did on your Oratrix proper behalf file their
Peter James Percy and Estate and Effects rights and

500

Year in the Year of Our Lord One Thousand Seven hundred and
Seventy Eight did intermarry with Your Orator by force and virtue
whereof the Right accrues unto Your Orator and Oratrix to call the
said Robert Kelly to Account before this Honble Court Respecting
the Premises.—

And Your Orator and Oratrix further shew that
they have frequently and in an amicable manner demanded pay
ment of the said Robert Kelly of the said Sum of Three hundred
and Seventy Six Pagodas.—

But so it is may it Please this Honble
Court the said Robert Kelly Obstinately and wilfully Refuses to
pay unto Your Orator and Oratrix the said Sum of three hundred
and Seventy Six Pagodas or give Your Orator and Oratrix any
manner of satisfaction respecting the Premises pretending to
some time that he never borrowed the Money and that the said
Note of hand is not of his hand Writing and at other times that
if he had borrowed the same he must have discharged it long ago
and that he only waits for an Account from his former Em
that he only waits for an Account from his former Em
back Empty or Agint who had with him at the time
mentioned and set forth in the said Note and who is now at
Pattamapatty but Your Orator and Oratrix shew that such
pretences are only fictitious and contrived and to delay and
put off the payment of a just Demand and to harass Your
Orator and Oratrix respecting the same To the End therefore
that the said Robert Kelly may upon his Corporal Oath full
true direct and perfect Answer make to all and singular

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 and Oratrix the aforesaid Sum of three hundred and Seventy six 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 the said Robert Kelly to be Summoned and Required by the Writ of Subpena issued out of his Majesties Court of Judicature for the Province of Madras pursuant to the Statute in that case made and provided to be and appear before this Honble Court at a certain time and Place to be by this Honble Court for that purpose appointed then and there to Answer this Your Orator and Oratrix Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Bosham
Solr for Compt

Acknowledge to have received from Captain Peter James Perry the Sum of three hundred and seventy six Pagodas in part of the Sum of three hundred Star Pagodas mentioned in the Bond given by me to the said Peter James Perry bearing Date the 4th day of July 1771 — as witness my hand this 4th day of July 1771 —

Robt Kelly

Test Richd Pompally

A true Copy
Bosham

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Dr. Lieut. Colonel Robert Kelly in account with Manuel Pignon and Co.
Errors Excepted

1771 July 4th	To the Amount of your Notes of hand to Captain Peter James Perry	300	--	
1783 July 4th	To Interest on d° to this day being 11 Years @ 8 p Cent	176	--	
	Pagodas	376	--	Pagodas 376 -- --

Madras July 4th 1783 —

Errors Excepted
for Manuel Pignon
Robt Pignon
A true Copy
Bosham

Madras July 24th 1783 —

The Plea and Answer of Robert Kelly Lieutenant Colonel in the Service of the Honble United Company of Merchants of England Trading to the East Indies and at present of Fort Saint George Defendant to the Bill of Complaint of Manuel Pignon and Peter Pignon Complainants

This Defendant by Protestation not Acknowledging or Confessing all or any of the Matters or things in the said Complainants said Bill of Complaint Contained to be true in such Manner and Form as the same are therein and thereby Alledged and Set forth, for Plea thereunto Saith that by Virtue of the Paper writing or promissory Note in the said Bill of Complaint and therein and thereby Mentioned and Set forth, to be Dated the 4th day of July 1771 and Signed by this Defendant and Payable to the said Complainants or their Order on Demand for the Sum of three hundred Star Pagodas in the said Bill of Complaint Mentioned and Set forth, the said Complainants have Received of this Defendant the Sum of three hundred and seventy six Pagodas in part of the said Sum of three hundred Star Pagodas and this Defendant hath Received no Consideration for the Residue

by Virtue Hereof because he saith that it appear of the said Complai-
nants own Shewing that the said pretended writing or promissory Note
of Hand of any such nature was so given and executed on the Ninth
Day of the Month of January which was in the Year of our Lord One
Thousand Seven hundred and Seventy One which is above six Years
before this Defendant was served with any process from out of the
Honble Court to Answer the said Complainants Bill and that if the
said Complainants ever had any Cause or ground of Action against
this Defendant for or Concerning any of the matters things in the
said Complainants said Bill of Complaint mentioned which
this Defendant in no sort admits that he ought to answer
unto Above Six Years before the said Complainants filed their
Bill of Complaint or Served this Defendant with any process
the said Complainants do not even pretend or Charge that
Defendant did at any time within Six Years promise and agree
pay the said Complainants any Money for or on Account of such pre-
tended pretended writing or promissory Note of Hand whereof
Defendant doth plead the Act of Parliament or Statute of Limitations
made in the Twenty first Year of the Reign of the Most Highty
James the first in Bar to the said Complainants said Bill of Com-
plaint and for Him pretended Claims and Demands therein
the Benefit of the said Act of Parliament for the Limitation of
Actions and humbly demands the Judgment of this Honble
Court And this Defendant as to so much of the Said
his said Plea or Bar or of any part thereof but wholly resting
and relying thereon for

true that some time in the Year of our Lord One Thousand Seven
hundred and Seventy One he the Defendant did borrow and receive of
Captain Peter James Covey the Sum of two hundred Star Pagodas.
Captain Peter James Covey the Sum of two hundred Star Pagodas
which to the best of this Defendants recollection at this great distance
of time he this Defendant borrowed for the use of the masons Lodge
at Tranquebar to which this Defendant did at that time belong
and this Defendant also admits that he this Defendant did at
the time of borrowing and receiving the said Sum of Two Hundred
Star Pagodas execute and give unto the said Captain Peter James
Covey a written Acknowledgement for the same but whether of
the same Tenor words and figures with the one Annexed to the
said Complainants said Bill of Complaint this Defendant Can
not set forth. But this Defendant positively denies standing
not set forth. But this Defendant positively denies standing
indebted unto the Representative or Representatives of the said
Captain Peter James Covey in the Sum of three Hundred and
Sixty Six Pagodas as most unjustly stated and set forth in the
said Complainants said Bill of Complaint or in any other
Sum or Sums of Money for or on Account of such written Ac-
knowledgment as given by this Defendant for this Defendant
doth most solemnly aver and Declare that he this Defendant
paid to the said Captain Peter James Covey the full Amount
due upon such written Acknowledgment so given by this De-
fendant but how or by what Means it happened that such
written Acknowledgment was not delivered up to this Defen-
dant to be Cancelled this Defendant Cannot at this great dis-
tance of time Recollect or set forth. This Defendant further
saith that the Circumstances of the said Captain Peter James
Covey's Death are so very improbable

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that he should permit an Acknowledgement or Note of hand of the
Tenor and purport with that exhibited by the said Complainant in
their said Bill of Complaint to remain undischarged for the
length of time of five Year reckoning from the Expiration of
the time limited for the payment of such Acknowledgement or Note
of Hand to the Death of the said Captain Peter James Bourg-
without frequently or ever any demand being made upon the
Defendant for the Amount thereof which the Defendant Re-
spectfully declares never happened -

All which Matters and things the 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 the Law in this behalf most
wrongfully sustained -

Robert Kelly

26th. Feby 1783
Sworn to before me
this day
Wm Webb
Mayor

Thos Jones
Atty for Defendt

Filed 8th April 1783

The Amended Replication
of Samuel Cyprian Marsden
Esqr to the Amended Answer of Robt
Kelly -

Saith Replicant saving to himself all Benefit
of Exception to the Defendants said Answer for Replication thereto
says that all and every the Matters and things in and by the said Bill of

(1005)

who come on therein or thereby duly sworn and that the Plaintiff
Answer of the said Defendant is untrue and insufficient in the Law to be
by this Replicant Replied unto for divers Manifest Imperfections and
Insufficiencies therein Contained the Benefit of Exception whereunto he
nevertheless therein Contained this Replicant and for further Replica-
tion Says and at all times Saith unto this Replicant and for further Replica-
tion these Replicants say that the said act of Parliament ought not
to be Pleaded in Bar to the Demand of these Replicants Because they say
that the said act of Parliament Mentioned and Referred to by the Defen-
dant in his said Plea doth the following Clause to wit
Provided Nevertheless and be it further enacted that if any Person or Persons
that is or shall be intitled to any such Action of Trespass Detinue action
of Account Replevin Actions of Debt Actions of
for Lands Ejectment Actions of Trespass Battery Wounding or Imprisonment
Trespass for Assault Menace Battery Wounding or Imprisonment
actions upon the Case for Words he shall sue the same or any such
Cause of Action given or Accrued after or come within the age of Twenty
One Years Feme Covert Non compos mentis imprisoned or beyond
the Seas That then such Person or Persons shall be at Liberty to
bring the same Actions so as they take the same within such times as
are before limited after their Coming to or being of full age Discovert
of sound Memory out of Prison and Returned from beyond the Seas or the
Person being no such Impediment should have come -
and these Replicants Further say that as the said Robert
Kelly hath been frequently absent from Madras and out of the
Jurisdiction of the Mayors Court on Public Service and as the Re-
plicant also hath been absent from Madras and out of the Juris-
diction of the Mayors Court Ever since the said Act of Parliament
was made and Ever since the Cause of Action of these Replicants said Demand
against the said Robert Kelly hath accrued to these Replicants by the Death

of the said James Povey and the after Marriage of this Replt
Manuel Pegnow with the said Vicente his Wife the Right whereof
the said Sum so due by the said Defendant hath accrued unto these
Replants and the said Death of the said James Povey and the
said after Marriage of the said Replant Manuel Pegnow and
the said Vicente his Wife the other Replant within the Time limited
happened within six Years from the Date of the Account Sued for
the Recovery of the Ballance whereof these Replants have filed
their Bill of Complaint against the said Defendant and therefore
their Right hath accrued within six Years from the time by law
filed their said Bill for the Recovery of the Account thereof Wherefore
the Defendants said Plea ought not to be admitted in Bar to the
Demand of these Replants and these Replants further say
they have heretofore intended to apply and did actually write
unto the Defendant on the Subject of this said Debt whereby
Replants Conceiving that the Defendant was at Tobasco where
Replants say the said Defendant was about at Bengalee where
and out of the Jurisdiction of this Honble Court and for Replants
to the Answer of the said Defendant these Replants say that
Twenty second Day of August last Past and which was in the
of the Lord One Thousand Seven Hundred and Eighty Seven
Defendant wrote a Letter to the said Vicente Pegnow whereof
Replants Copy whereof Replants Answer and Prays that the
Replants to be taken as Part of these Replants the Original whereof
ing in their Custody and ready to be produced when Ordered by

the said Note of Hand and therefore if he had Paid the said Sum he
would of Course have had an opportunity of taking up his Note
of Hand, and he further saith that the sole intimacy which the
Defendant Pretends to be the Cause of his not taking up his Re-
ceipt might with greater Propriety be the Reason why No Re-
ceipt should at all be given, but it can Never be Urged that
where a Promissory Note or other Acknowledgment is required
by way of Security for a Loan that it is not Customary to take up
such Promissory Note or Acknowledgment on Paying the Money due
thereon the More so when as in this Case the Defendant was in
the same Place with the Complainant and in Answer to what
the Defendant hath urged Namely that the Circumstances of
the said James Povey were indifferent these Replants say
that the Argument of low Circumstances only that the Defendant was
much more Distressed in Finance and ill judging in the Choice
of this Creditor to apply for whom to be whose Circumstances
were so indifferent and for further Reparation to the said Answer
these Replants say that the said Answer acknowledges the Re-
ceipt of the same Sum of money Mentioned in the Defendants
acknowledgment and which is ground of action of these Re-
plants altho the Defendant in his said Letter Copy whereof
is hereunto Annexed says he does not Recollect a Syllable of
the Transaction at that distance of time but will Call in the
said Replant Vicente in the Morrow and talk the matter
over on which Day these Replants say the Defendant did
not Call but on the contrary Denied the Debt

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Hare Replicate say that the said Acknowledgment was
ed whereupon the Defendant said he did not believe the
his hand writing, that was his Style of writing Cand like
like, and for further Replication Hare Replicate say that the
said Letter Mentions that the Defendant said also to
-ne and to enable him to have borrowed and was to
Defendant had no occasion to have borrowed and was to
trary whereof Nevertheless appears by the Defendant
Acknowledgment and Hare Replicate further say that
with the Answer of the Defendant to every Particular the
-ment of the Amount of the said Acknowledgment
in the said Letter written More than Six Months since
he swearing to the said Answer the Defendant only said
he having Paid the said Sum was a Probable Matter and
another Court he declared he was not Particularly acquainted
transactions —

Hereupon Matter and things there Replicate
are Ready to verify and Prove as this Honble Court
Court and humbly Prays to be hence dismissed with
-mpany Costs and under all the Circumstances of the Defe
Conduct ought to be adjudged against him —

1009

Copy a Letter from the Defendant referred to in the foregoing Replication

Madam

Whatever Receipt of mine may have remained
through negligence amongst Captain Cowey's papers, be assu
red of it I do not stand indebted to his estate: His usual
thing for Officers who are mutual parting of intimacy which
subsisted between him & me to borrow money from each other
& repay it without thinking of taking up their receipts; which
indeed on no occasion given, unless for large sums —

Captain C & myself lived in the same Garrison
part of the Country for upwards of four years after the period
you mention — & to my knowledge I had chose to re-
main indebted to him so long, or that I could chose to re-
main so, were I ever so willing when it is well known
that I could always command as much as you men-
tion — that I could always command as much as you men-
tion — that I could always command as much as you men-
never have so ungenerously to my advantage for
it as wrote from you Madam, after the Death of Captain C
whom you know I have spoke to regard — But the
truth is that I am not Particularly acquainted with the transaction,
as the nature of things, I could therefore wait on you to-
-morrow morning and talk the Matter over with you —

I am
Madam
Your most Obed
humble Servt
R. Kelly

22d. Augt
1782 —

A true Copy
Pegram

(1070)

Filed 25th April 1783.

The Rejoinder of Robert Ally Lieutenant Colonel in the Service of the Honble United Company of Merchants of England Trading to the East Indies and Attorney of Sir Edward George Defendt to the Amended Replication of Richard Pigeon and Vincente his Wife & the rest of the Complainants Subscribing Inhabitant

This Defendant Now and at all times hereafter saving and reserving unto himself all and all manner of Benefit and Advantage of Exception that may be had or taken to the many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the Complainants said Replication Contained, for Rejoinder thereunto or unto some part thereof, as this Defendant is advised is material or necessary for him to Rejoyn unto, he doth Rejoin and say that he this Defendant doth Replicants Bill of Complaint and all and singular the Matters and things therein Contained, are good, true, Certain and Sufficient in the Law to be Replied unto in such Manner and Form as the same are therein and thereby set forth and alledged, and that the said Replication of the said Replicants is very uncertain, evasive, and insufficient. This Defendant further saith that the Act of Parliament intituled An Act for the Limitation of Actions and for quieting Possessions and avoiding Suits at Law after Mentioned was made in the twenty first Year of the Reign of his Majesty King James the first, and by the Defendant pleaded in Bar to their, the said Replicants, pretended Demand upon this Defendant, is entitled to the full and ample Benefit thereof, and ought to be allowed to this Defendant to the same Extent as if the same had been specially pleaded

(1071)

and was intended to avoid the Remedies of the Clause Contained in the said Statute of Limitations and by Reason the said Replicants pretended and Mentioned Cause of Action, and the said Replication, if true in manner and form as the same is therein set forth, is no manner of Answer unto, or Avoider to the Plea and Demurrer of this Defendant by him pleaded to the said Bill of Complaint, nor is the said Replication sufficient in Law for the said Replicants to have or maintain their said Bill of Complaint against this Defendant, for that the said Replication and the matters therein contained, and whereon the said Replicants have relied, and which they have pretended to be sufficient Matter to avoid the Plea of this Defendant, and to entitle them to have and maintain their said Bill of Complaint against this Defendant, are not sufficient in Law for the said Replicants to have or maintain their said Bill of Complaint against this Defendant, nor to avoid the Plea of this Defendant by him pleaded to the said Bill of Complaint, nor are the said Replicants entitled in Law to have or maintain their said Bill of Complaint against this Defendant, nor to avoid the Plea of this Defendant by him pleaded to the said Bill of Complaint, for that the said Replication and the matters therein contained, and whereon the said Replicants have relied, and which they have pretended to be sufficient Matter to avoid the Plea of this Defendant, and to entitle them to have and maintain their said Bill of Complaint against this Defendant, are not sufficient in Law for the said Replicants to have or maintain their said Bill of Complaint against this Defendant, nor to avoid the Plea of this Defendant by him pleaded to the said Bill of Complaint, for that the said Replicants have not in and by their said Bill of Complaint, or in any Amendment thereof, made any Allegation or Charge that this Defendant hath been Beyond the Seas or out of the Jurisdiction of this Honble Court from the time that such Cause of Action accrued until the day of filing their said Bill of Complaint, which they the said Replicants do not and in fact Cannot pretend, it being Notorious to the said Replicants that this Defendant and the said Vincente Pigeon were and Continued all the Time aforesaid within the Jurisdiction of this Honble Court from and before the Time of the Commencement of the said Suit, and within the Jurisdiction until the Time of Passing and granting the pretended Note of Hand in question until and after the Expiration of the Space of Six Years from the date of such pretended Note of Hand, whereby all Right of Action against this Defendant upon the said Note of Hand, whereby all Right of Action against this Defendant upon the said Note of Hand by Virtue of the said Statute of Limitations by this Defendant pleaded in Bar to the said Replicants demand, barred, expired and extinct. This Defendant further saith that no Right of Action whatever against this Defendant under or by Virtue of the pretended Note of Hand in question could or have accrued unto Manuel Pigeon the Husband of the said Replicants, at the Expiration of three Years from the time when the said pretended Note of Hand in question was given and dated, that is to say, on the Ninth Day of the Month of January which was in the Year of our Lord One Thousand Seven Hundred and Eighty and the said Manuel Pigeon the Husband of the said Replicants

Eighteenth Day of the Month of May which was in the Year of Our Lord One Thousand Seven hundred and Seventy Eight which is above six Years from the Date of the pretended Note of Hand in question, whereby it appears that all Right of Action for the Recovery of the Amount due upon the pretended Note of Hand in question was by Virtue of the said Statute of Limitations barred and utterly extinct and void before such Intermarriage of the said Manuel Pejaron with Vincente his Wife. The Defendant still absolutely denies standing indebted unto the said Replicants or either of them as the Representatives of Captain Peter James Perry Deceased, in the Sum of Three hundred and Sixty Six Pagodas or in any other Sum or Sums of Money for or on Account of any Written Acknowledgment given or granted by the Defendant. The Defendant still denying and the Defendant saying in the Words of the said Replication, wherein the Defendant by the said Replicants is supposed by the Letter of the Defendant to the said Replicants to their said Replication, wherein the Defendant likewise denies standing indebted unto the said Replicants or either of them as the Representatives of the said Captain Peter James Perry Deceased

and Just Sum of three Hundred and Seventy six Star Pagodas 376 — — Together with such Interest as now or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

H Cor

Court of Appeals at Madraspatanam

Tuesday the 25th May Anno Domini 1784

Between Robert Rollo Gardner Colonel in the Service of the United Netherlands Company of Merchants of England trading to the East Indies Appellant and Manuel Pigneau and Emanuel his Wife Respondents —

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both Sides on hearing the Petition of appeal and answer and the several Exhibits of the Hon'ble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 5th day of July Anno Domini 1783 and upon mature Deliberation had of the Matters therein severally Contained and the Pleadings and Arguments Read by the Attorneys on both Sides this Court doth think fit to Affirm and Decree and this Court doth Affirm and Decree that the said

that the Appellants Petition be herein dismissed with Costs —

H Cor Chles Freeman Cr

Fd this 4th Novr 1774

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators Israel Marsh and Raphael Formo of London Merchants by their Attorneys John Maxwell Stone and James Rodges of Fort Saint George Esqrs That Your Orators did in the latter End of the Year of our Lord One Thousand Seven hundred and Seventy One and the beginning of the Year One Thousand Seven hundred and Seventy two Consign to Francis Souden and William Martin Goodlad of Fort Saint George aforesaid Esqrs by the Ship Nottingham, Duke of Albany and Nassau, all which Ships arrived at this Port of Madras in the said Year One Thousand Seven hundred and Seventy two, four Chests of Coral Beads Marked and Numbered as follows, that is to say —

MRE
N. 1 to Nottingham

GF
M
N. 2 to 5 Do

MRE
N. 6 to Duke of Albany

FF
N. 1 to Nassau

Your Orators further [illegible] this Honble Court that the said William

Martin Goodlad, the said Frances Sundan having produced to Mr Sulpi[illegible]atam before the Arrival of the said Ships and Chests of Coral Beads, and the said William Martin Goodlad Master of the said Chests of Coral Beads Marked MG. No. 1. & the Nett proceeds whereof, and MG. No. 2. & the Duke of Albany - The Nett proceeds of which said two Chests of Coral Beads is sold by the said William Martin Goodlad Amounted to Six Thousand and Sixty two Pagodas Eleven Fanams and Fifty Seven Cash as pr Account Sale thereof Signed & and received from the said William Martin Goodlad, Copies whereof are hereunto Annexed for the Inspection of this Honble Court Marked AB. which Your Orators pray may be admitted as part of this their Bill of Complaint And the Originals are in the Custody of Your Orators and Ready to be produced for the Inspection of this Honble Court if required - The said Account Sales having been omitted by the said William Martin Goodlad to your Orators with his the said William Martin Goodlad's Letter under date the Second October One Thousand Seven hundred and Seventy two But the said William Martin Goodlad did not make Your Orators any returns or Remittances whatever on Account of the said two Chests of Coral Beads left by him as aforesaid Your Orators further shew unto this Honble Court that the said William Martin Goodlad Departed this Life on or about the Twenty [illegible]

and Executed his last will and Testament in Writing and thereof appointed William Petrie John Macpherson and Antonio de Souza of Fort Saint George aforesaid Merchants Executors of his said Will, who duly prove the same in the Honble Court and took upon themselves the Burthen and Execution thereof and the Ship Neptune being then under Dispatch for Europe they the said Executors of the said William Martin Goodlad Applied to Mr Charles Oakeley Secretary to the President and Council of Fort St George by Letter bearing Date the Twenty Seventh Day of the said Month of January One Thousand Seven hundred and Seventy three to Register a Bulse of Diamonds of the Value of Six Thousand and Sixty two Pagodas Eleven Fanams and Fifty Seven Cash consigned to Your Orators, being in their said Letter to the said Secretary mentioned to be in full return for the two abovementioned Chests of Coral Beads Sold by the said William Martin Goodlad as aforesaid a Copy of which said Letter is sent with the said Bulse of Diamonds Marked C. as hereunto Annexed for the Inspection of this Honble Court and which Your Orators pray may be Admitted as a further part of this their Bill of Complaint Your Orators further shew unto this Honble Court that the said Bulse of Diamonds was Registered in pursuance of the said application and entry of the said Executors of the said William Martin Goodlad as appears by a Copy of an Extract from the Register hereunto Annexed for the Inspection of this Honble Court Marked D and which Your Orators pray may be admitted as a further part of this their Bill of Complaint Your Orators further shew unto this Honble Court that the said Executors of the said William Martin Goodlad [illegible] by Advice

the said Month of January One Thousand Seven hundred and
twenty three, And a Dispute having arisen between Paul Wa-
field of Fort Saint George aforesaid Merchant as Attorney for the
said Frances Lowndes, the then absent and Surviving Cred-
and the said Executors of the said William Martin Godlad re-
specting the Right of taking Charge of and Managing the Cons
of your Orator relative to the said Consignments made by your
Orator to the said Francis Lowndes and William Martin God-
lad as aforesaid Whether the said right was Vested in the
Attorney of the said Frances Lowndes the said Surviving Att
sent Consignee or in the said Executors of the said William
Godlad, the said Attorney of the said Frances Lowndes being
Owned eight Bales for and on Account of the said Fran
Lowndes, and Particularly of making the said Remittance
threatened them the said Executors with a Prosecution after
The said Matter was by the said Paul Canfield Attorney
to the said Frances Lowndes as aforesaid, and the said Exec
of the said William Martin Godlad referred to the Arbitra
or Decision of John Holland Moore as Castor and Jo
as Shirs of Fort Saint George aforesaid Merchants
supposed to be the most conversant in Business of this Nature
who gave their Opinion in favour of the said Paul Canfield as Attorney to
the said Frances Lowndes the then Surviving Consignee
upon the said Executors of the said William Martin God-
lad

Account of Your Orator which was Accordingly granted, And the
following Entry was made at the foot of the said Register, that is
to say Since entering the Register the Executors of Mr Godlad have
desired leave to withdraw the Bales of Diamonds Marked
MF. N°1 and have been Permitted to doso Accordingly as Ap-
pears by the said Extract from the said Register hereunto An-
nexed as aforesaid, Your Orator further shew unto this Honble
Court that the said Executors of the said William Martin
Godlad Sold the said Bales of Diamonds to Reimburse
themselves the Amount of what they Allledge to have been
Expended by them in the Purchase of the said Bales of Dia-
monds, the Amount of which they say they Borrowed, there
being no Ready Money of the belonging to the said Estate, The
said Executors having first on Consequence of a Demand being
made on them the said Executors by the said Attorney of the said
Frances Lowndes of the said Bales of Diamonds, Offered to
Deliver the same to the said Paul Canfield as Attorney as
aforesaid if he would give a Bond to the said Executors for Four
Thousand and four hundred Pagodas in part of the said Consign
ment, which was not done, so that Your Orator were Deprived
of any Remittance by the said Ships Neptune on Account of the
said two Chests of Coral Beads which had been Sold as aforesaid
and Your Orator and Just right and property with the Loss from
and Your Orator and Just right and property with the Loss from
them, which was a great Loss to your Orator, and a great Loss to Your
Orator & all the great Loss that the said Diamonds would

thy Your Orator would otherwise have Gained by Employing
the Same or in some other Way; which Losses and Damages
Your Orator Conceive should be borne paid and sustained by
the said Francis Soudan as the same was occasioned by the
said Interposition of his said Attorney, who Wherefore
thereby Represent the said Francis Soudan and act for and in
his Account, and whose Actions are therefore binding upon
said Francis Soudan, and the said Francis Soudan is ac-
countable and Responsible for the same; And more Par-
ticularly as the said Francis Soudan as Surviving Co-
signee as aforesaid did on the Twenty eighth Day of Octo-
ber One Thousand Seven hundred and Seventy three Deliver
of the said Executors of the said William Martin Goddard all
the Coral or other Effects in the said Executors hands belong-
to Your Orator, In Consequence of which Demand had
Executors of the said William Martin Goddard did on the
Day of February One Thousand Seven hundred and Seventy
Four Deliver unto the said Francis Soudan the said follow-
ing Chest of Coral Beads Marked GF N 9 which he
M
received Undisposed of The said Executors having previous
thereto Sold One of the said Chests of Coral Beads the said
Executors did also deliver unto the said Francis Soudan the
Sum of Five Thousand and Eighty Seven Pagodas Nine Pa-
godas and Seventy Seven Pagodas of the Sale of the said

Consignment made by Your Orator to the said Francis
Soudan and William Martin Goddard as aforesaid, part
of which the said Francis Soudan Remitted to Your
Orator, and the Chest of Coral Beads of the said Consignment
Marked GF N 9 remaining Unsold the said Francis
M
Soudan delivered to Your Orator said Attorney Agreeable
to Your Orator Order and the Power sent by Your Orator for that pur-
pose Your Orator further Shews unto this Honble Court that the Di-
monds which went by the said Ship Nassau, as also those by the next
Ship the Boyton were Sold, some at Nine Shillings and Six Pence
p Pagoda and some at Nine Shillings and Eight Pence p Pagoda,
and the very Value of Diamonds which were Registered by the said
Executors of the said William Martin Goddard as aforesaid or Re-
ceived of Your Orator was by Andrew Magendie of Fort Saint
George Merchant, to whom as Your Orators Attorney have been
Remitted or was Sold by or on Account of the said Executors, and
Proceed thereof Sold by or on Account of the said Executors, sent
to England by the said Ship Boyton and Ten Nine Shillings
and Nine Pence p Pagoda which might and would have been Saved
on Account of Your Orator if the said Delivery of the said Francis Sou-
dan had not prevented it as before mentioned, whereby Your Orator has-
been and shall be Losses and Damages both in being Deprived of
their Money and of such good Sales of their returns, and what they could
otherwise have Gained by Employing their money but they would
not as they might have done, as well by Insurance, all which the
said Francis Soudan is likewise liable and Ought to pay unto Your
Orator the same having been Received by him the said Francis
Soudan as aforesaid and Your Orator

frequently and in an Amicable Manner Requested Payment from
the said Francis Sourdan of the said Sum of Six Thousand Six
hy two Cagoes Eleven Jannams and fifty Seven Cash with Interest
and the Damages which Your Orator have Sustained by the Deten-
tion beforementioned, and they well hoped he would have com-
plied with such Just and reasonable request as in Justice
Equity he ought to have done —

Nevertheless may it Please this Honble
Court the said Francis Sourdan Attentively and Wilfully Pre-
ses to Comply with such Your Orators Just and reasonable
quested who gave Your Orator any Manner of Satisfaction for
the Premises Under Colour of several Unjust Frivolous &c
vous Evasions Pretending that he is not Answerable or Lia-
ble for the same as the said Consignment was received by the
William Martin Goodlad and part thereof Sold by him as
said Whereas Your Orator Expressly Charge that the said
Sourdan having as Surviving Consignee as aforesaid, by one of
his said Attorneys Requested the said Executors of the said Wil-
Martin Goodlad forthwith sending to Your Orator the said Bills
of Diamonds which they the said Executors had Signed with
name and for and on Account of Your Orator as aforesaid with
and Intent that the same should be Conveyed to Your Orator
by the said Ships Captain, and the said Francis Sourdan being
also the Surviving Consignee as aforesaid Demanded of the
said from the said Executors the said William Martin Goodlad

received the Remainder of the said Consignment the said Francis
Sourdan is and has thereby rendered himself Answerable and
Accountable for the said Sum of Six Thousand and Sixty two Ca-
goes Eleven Jannams and Fifty Seven Cash being part of the Pro-
ceeds of the said Consignment and for Interest thereon and the loss
and Damages Occasioned to Your Orator as aforesaid, Your Ora-
tor therefore Pray a General Relief in the Premises such as to
this Honble Court shall Appear Agreeable to Equity and good Con-
science To the End therefore that the said Francis Sourdan
may upon his Corporal Oath (all true Direct and perfect Answer
make to all and singular the Matters and things herein before
set forth and alledged as fully truely perfectly and Effectually to
all Intents and purposes as if the same were here again Repea-
ted and Particularly Interrogated, And more Especially that he
may set forth and Discover whether Your Orator did not make
the abovementioned Consignments to the said Francis Sourdan
and William Martin Goodlad as abovementioned or otherwise
and how, and whether the said four Chests of Coral Beads were
not Received by the said William Martin Goodlad on Account of the
said Francis Sourdan's Absence from Madras or otherwise and
how, and whether the said William Martin Goodlad did not Sell
two of the said Chests of Coral, and whether the Neat Proceeds thereof
did not Amount to the said Sum of Six Thousand and Sixty two
Cagoes Eleven Jannams and Fifty Seven Cash or some other and what
Sum, and whether the said William Martin Goodlad did make
[illegible] whether on Account of the
[illegible] and whether

the said William Martin Goodlad did not Depart this life or
about the above mentioned or some other and what time, and whe-
ther the said William Martin Goodlad did not first duly make
and Execute his last Will and Testament in Writing and appoint
the said William Cobie John Macpherson and Antonio Lobo
Executors thereof, and whether the said Executors did not duly prove
the same in his Majesties Court, and whether the said Major Ross
was not then Under Dispatch for Europe, and whether the said
Executors of the said William Martin Goodlad did not apply to
the aforenamed Secretary to the said President and Council by
Letters aforementioned or otherwise and how to Register the Bills
of Diamonds of the aforementioned or some other and what
Value for and on Account of your Orator, and whether the same
was not mentioned to be in full return for the Bills aforesaid
Sheets of Coral Beads bills by the said William Martin Goodlad
thereunto and how, and whether the said Bales of Diamonds were
not Registered conformable to the said application and were
the said Executors of the said William Martin Goodlad or either
and how, and whether the said Register was not afterwards Ord-
by Order of the said President and Council as aforementioned or
wise and how and whether a Dispute did not arise between the
Paul Benfield as Attorney to the said Francis Sowdon and the
Executors of the said William Martin Goodlad in Consequence of
made by the said Attorney of the said Francis Sowdon of the Mo-
of the said Answers of your Orator respecting the said Engage-

how and whether the said Matters were not by the said Paul
Benfield as Attorney to the said Francis Sowdon as aforesaid and the
said Executors of the said William Martin Goodlad referred to the
Arbitration or Decision of the aforementioned Persons or otherwise
and how, and whether the Award or Decision of the said Arbitrators
or Referees was not in favor of the said Earl Benfield as Attorney
to the said Francis Sowdon as Surviving Consignee as aforesaid
Or whether it was not Resolved that the said Earl Benfield as At-
torney as aforesaid and Representing the said Francis Sowdon
the said Surviving Consignee had a right to the Charge and Ma-
nagement of the Affairs of the said Consignments or to make the
Remittance proposed to be made by the said Executors or otherwise
and how, and whether the said Executors did not thereupon apply
for leave to withdraw the said Bales of Diamonds which had
been Registered by them as aforesaid, and whether an Entry was
not made at the foot of the said Register to the purport aforesaid
and Signed by the Chief from the said Register hereunto
annexed or how otherwise, and whether a Demand was not made
by the said Earl Benfield as Attorney to the said Francis Sowdon
as aforesaid of the said Bales of Diamonds, and whether the said
Executors of the said William Martin Goodlad did not Agree to Deliver
the said Bales of Diamonds if he would give a Bond as above
mentioned or otherwise and how, and whether the said Earl
Benfield did not declare to and whether in Consequence
thereof or otherwise and how the said Executors of the said William
Martin Goodlad did not withdraw the said Bales of Diamonds
or otherwise

and how, And whether Your Orator were not by the said Walter
Deprived of any Remittance by the said Shipe Neptune mean
of the said Two Chests of Coral Beads which had been Shipe
said, and whether Your Orator said Just right and property
was not thereby with held from them, and whether there
was not a great hardship on and a great loss to Your Orator
above mentioned or otherwise and how, And whether the said loss
and Damages ought not to be born, paid or sustained by the said
Francis Jourdan for the reasons above mentioned or otherwise
how, If not why not, And whether the said Court Respectfully
states unto the said Affair are not for the reasons above mentioned
binding on the said Francis Jourdan, And whether the said Jour-
dan is not Accountable for the same if not why not, And Whe-
ther the said Francis Jourdan did not on the 2nd day of
of October One Thousand seven hundred and seventy three or
other time and when Demand of the said Executors of the said Wm
Martin Goodlad all the Coral or other Effects, in the said Court Bill
belonging to Your Orator, and whether the said Francis Jour-
dan did not make the said Demand as Surviving Consignee of
said or otherwise and how If whether the said Francis Jourdan
under or by any other Power whatever from Your Orator by Writing or
did or could make the said Demand, and if he could & should
had that he may set forth and produce the same, And whether
the said Executors of the said William Martin Goodlad did or

and what time, Deliver unto the said Francis Jourdan the Remaining
Chest of Coral above mentioned and the sum of Five Thousand and Eighty
Seven Pagodas One Fanam and Seventy Seven Cash or some other and
what Sum of Money, and also a Baler of Diamonds Valued Three
Thousand and Ninety Nine Pagodas Thirty Cash more and forty
Cash or some other and what Sum, And whether the said Chest Money
and Diamonds were not part of and all on Account of the said
Consignments made by Your Orator to the said Francis Jourdan
and William Martin Goodlad and whether the said Francis
Jourdan did not as Surviving Consignee as aforesaid otherwise
and how Remit part of what he received from the said Executors
of the said William Martin Goodlad to Your Orator, and whether
the said Executors did not Deliver the remaining Chest
of Coral Beads marked GF. N. 9. as above mentioned to Your
Orator's said Attornies Agreeable to Your Orator Orders and the
Power sent by Your Orator for that Purpose or how otherwise,
And whether the Diamonds which were sent by the said Shipe Neptune
and Boyton were not sold for the Prices above mentioned or some
other and what Prices, and whether the said Baler of Diamonds
as Registered by the said Executors of the said William Martin
Goodlad for and on Account of Your Orator were not by them
the said Executors sold to the said Andrew Majendie, And whe-
ther the said Andrew Majendie did not send the same to
Europe, and whether they were not sold for the Price above men-
tioned or some other and what Price, And whether the same
would not have been on Account of Your Orator
if the said Francis Jourdan not prevented it

it as before mentioned and whether your Orator did not sustain considerable loss and Damages thereby or otherwise and how and whether the said Francis Swedenhurst answerable for and liable to pay the same unto your Orator if not why not and that the said Francis Swedenhurst may be decreed to pay unto your Orator or their said Attornies either in or out the said sum of Six thousand and Sixty two Pagodas Eleven fanams and fifty seven Cash reckoning and Pagodas at the Rate of Nine Shillings and Nine Pence that being the Price at which the said Bales of Diamonds were sold together with all such Interest thereon as in Equity this Honble Court shall think reasonable and that your Orator may have such further Damages and Expences as your Orator have sustained by reason of the said Francis Swedenhurst not paying the said sum of Money at the time aforesaid or what to this Honble Court may appear Equitable and also all Costs of this Suit

May it please the Honble Court to Grant his Majesties most Gracious Writ of Subpoena to be directed to the said Francis Swedenhurst thereby Commanding him at a certain time therein to be limited personally to be and appear before this Honble Court at a certain time therein and there to be limited and appointed and there and then to answer the premises and to stand to perform and abide such Order and Decree therein as to this Honble Court shall seem meet

Sworn in Court the 24th June 1774
Before the Honble Thomas Thomas
in the Days of Argument
Let a Summons issue Returnable
the first Court Day
Geo. Jaffreys

Wm Sykes
Atty for the Compt.

A

Account Sales of a Chest of Coral Beads marked and Numbered MR No 3. Margin Received p Ship Duke of Albany John Steward Commander arrived p Ship Duke of Albany John Steward Commander arrived p Ship Duke of Albany John Steward Commander arrived

Extract from the Register of Diamonds or Precious Stones Examined by the President and Council of Fort St George to be Shipped on the Ship [illegible] for England.—

Consignment	Marks & Nos.	Names of Importers	Names of Exporters	Weight	Value	Duty	On which account
Bales of Diamonds	MR. 1	I. William Petrie John Stephenson Robert Ludlow Hunter Todd William Hunter Godfrey Evans	Mssrs. Jacob Mark & Elephant Evans	6 62	11.57		In full return for two Chests of Coral bead under the same mark MR 1 & 2 per Ship Nottingham Capt. Duke of Albany 1772

I Since leaving the Register the Contents of Mr Goddard have desired leave to Withdraw the Bales of Diamonds Marked MR. No. 1. and have been Permitted to do so accordingly.

/Signed/ Charles Oakeley Secry

Mons. Extract Joseph Revell Asst Secry.

Mons. Copy Jno. Sykes Actg for the Compiler

576

(1931)

1032

Filed the 24th July 1775

Sworn to in Court the 5th Sept 1775

The Answer of Francis Burton of Fort Saint George Esquire Defendant to the Bill of Complaint of Sir Edward Do Raquel Ivance of London Knt. and Baronet by their Attorneys Edward Hall Stone and James Hodges of the said Fort Esquires Complainants

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 Uncertainties and Imperfections in the Complainants said Bill of Complaint contained, for Answer thereunto or unto so much thereof as he this Defendant is advised is Material for him to make Answer unto he this Defendant answereth and saith that he absolutely denieth that he did in the Sum said for by the said Complainants by their said Bill but Saith that he does admit that the Complainants did draw Bills by them mentioned Make an assignment to him and the said William Martin Goodlad of the quantity of Coal therein set forth and by several Ships specified in the Bill of Complaint that such assignment was Received by the said William Martin Goodlad at the time Mentioned and which this Defendant was absent from the place and having left the

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mentioned and that the Neat proceeds of the same might be to the amount specified in the Bill of Complaint This Defendant William Martin Goodlad May have transmitted to the Complainants an Invoice of the said two Chests of Coral as set forth in the Bill of Complaint and that the said William Martin Goodlad did not Make any Returns for the same That the said William Martin Goodlad did depart this life at the time mentioned in the said Bill of Complaint and that he first made his Will leaving Executors thereof William Petrie John Macpherson and Antonio de Souza of Fort Saint George Merchants who duly proved the same and took upon themselves the Burthen and execution thereof That the Ship Nassau was or might be at that time under dispatch for Europe That the said Executors did apply to the Secretary of the President and Council in manner as is set forth in the Bill of Complaint to Register a Bale of Diamonds and also to take a Bill of Lading therein set forth to be signed by the said Ship and to be consigned to the Complainants in full Returns for the two Chests of Coral which had been Sold by the said William Martin Goodlad That the said Bale of Diamonds was accordingly entered in the Register of Diamonds and Precious Stones to be sent by the said Ship That the said Register was or may have been dated by order of the said Governor and Council at the time mentioned in the Bill of Complaint That a difference in Opinion did arise or may have arisen about that time between Earl Bamfield who was then one of the at- Executors and the said Executors at this place and the Executors respecting the Rights

of management of the said Consignments — That the said Paul Benfield did claim or may have claimed such right for and on behalf of this Defendant and that he did or might have offered as his Opinion to the said Executors that the Remittances of Bales of Diamonds which had been so Registered should be made by him separately or in conjunction with the said Executors — But this Defendant has not been informed nor has reason to believe that the said Paul Benfield did thereto the said Executors with any prevarication of law or that thereupon this Defendant does allow that the said Matter was left to the said Paul Benfield & the said Executors referred to the Opinion or determination of the three Merchants in the said Bill of Complaint mentioned and he does further allow that they did give an Opinion to the following purport or effect viz. That the said Consignment laid by the death of William Hunter Godfrey should be to the surviving Consignee and also that the Representatives the Executors of the Deceased Consignee being Right to Register such Representatives that they should be Vested with a special power for that purpose —

This Defendant doth further allow that the said Executors did apply or may have applied for leave to withdraw the entry which had been made of the said Bales of Diamonds from the Register of the said Ship & that such leave was granted and the declaration of this Defendant in the Bill of Complaint

was or was not to remember themselves the whole or any part of what they did allege or may have alledged to have been expended by them in the purchase of the said Bales of Diamonds, or whether the whole or any part of what had been so expended or said to have been expended was borrowed by them, or whether there was or was not any Ready Money belonging to the Estate of the Deceased Consignee to be applied for that or any other purpose, are Circumstances which are best known to and regard the said Executors who and not this Defendant are themselves to answer for any irregularity or irregularities with which they may be chargeable in the due execution of the trusts which they have voluntarily taken upon themselves —

But in further answer to the Matters set forth in the Complainants Bill this Defendant does allow that the said Executors after the Opinion of the said Three had been given did ask or may have asked him the said Paul Benfield if he would pay to them a sum of Money to the Amount of Two or three Thousand Pagodas as this Defendant has been informed or saw they the said Executors should deliver up the said Consignment when he the said Paul Benfield did thereupon understand from the Report of them or some of them, that they had advanced for the purchase of the Bales of Diamonds then in their possession above the Money which they had in their hands which application of the said Executors this Defendant does allow that the said Paul Benfield did not comply with — This Defendant does further allow that the Complainants were or may have been deprived of any Remittance

Defendant will observe they have taken occasion to found themselves
with Ground of Complaint and in Support thereof that they represent
that thereby their just right and property was with held from them
and that this was against Equity and good Conscience and
other the consequences which the Complainants have taken occasion
to draw therefrom in the information by which they would fain bring
themselves from the Defendant having demanded as he alledges
that he did demand of the Executors at the time mentioned in
the Complainants all the Coral or other Effects then in the
hands belonging to the Complainants in consequence of which
the said Executors did at the time Mentioned by the Complainants
deliver to this Defendant the Chest of Coral Beads specified in
the said Bill of Complaint the other Chest which remained in the
hands of the other Consignee at the time of this Defendants
Defendant alledges having previous to the time here [illegible]

Seven Cagedas One fanams and Seventy Seven Cash in Money together
with a Bale of Diamonds specified of the Value of three Thousand
and Ninety Nine Cagedas thirty one fanams and forty Cash the said
Chest of Coral being apart and the said Money and Diamonds being pro-
duce of a further part of the Consignment so Made to this Defendant
and the said William Martin Gordon as aforesaid It being also
true that this Defendant as the Complainants in that behalf set forth has
remitted apart to the said Complainants and has also delivered
the Chest of Coral as herein mentioned to their Attorneys agreeable
to their Orders and the powers sent by them for that purpose But
in regard to that part of the Complainants Bill which sets forth
the Diamonds which went by the Ship Astrea and Exeter were
sold some at Nine Shillings and six Pence and some at Nine Shil-
lings and Eight pence per Cagedo and that the Value of Diamonds
which had been Consigned by the said Executors in Manner aforesaid
and which as is further set forth was sold to Andrew Majendie
by or on account of the said Executors and by him sent to England
by the Ship Exeter and Sold for Nine Shillings and Nine pence
per Cagedo are Matters and things which as this Defendant knows
of the Complainants Bill may which as this Defendant knows
ably conceives doe not regard him And in Respect to that part
of the Complainants Bill which is further advanced that the
Amount of the said Diamonds as Sold by the said Executors and
Sent home by another person might and would have been on
Account of the Complainants of the Money of this Defendant
as is alledged by the said Complainants had not prevented it
whereby as further alledged the said Complainants did Sustain
considerable losses and damages in being deprived of their
Money

Money and of such good Sales of their Volumes and what they
could otherwise have gained by employing their Money had they
received the same they might be have done, as well as insurance and for
all which they say that this Defendant is answerable and liable
to pay unto them, he this Defendant says that he is not
not answerable for any losses damages or other demands
matter or any of the Accounts or that the same were received
by this Defendant either by Means of his Attorney or any
act or Deed of his own — But this Defendant says that
he has for all these Reasons and considerations and for
other Reason and consideration that ought in justice and equi-
ty to weigh with him refused payment of the Sum of
and Sixty two Pounds Eleven pence and fifty three Pence
and of any or all Interest or Damages Demanded by the
strongs of the Complainants which refusal this Defendant
conceives doth believe that the said Attorneys and expects he hop
is pleased to say they did well hope this Defendant would
have complied therewith, and this they speak of such sums
as just and Reasonable and say that this Defendant ought
in justice and equity to have complied therewith — But
whether this Defendant is or is not undoing obliged to
the Account Remains now to be determined by this Court
Judgment of this Honble Court and not by any opinion
and for the

this Defendant will crave leave to set forth in as plain and compen-
Ds Manner such Material Circumstances as have hitherto come to his
knowledge relating to the interposition of Capt Benfield with the
Executors of William Morton Goodlad deceased, the Matter or Circum-
stance as this Defendant humbly conceives upon which the Complai-
nants Bill is totally founded that it may be the better known to
understood by this Honble Court whether the Non Compliance of
this Defendant with the Demands which are now made upon him,
as is very modestly charged in the Bill of Complaint be under a
Colour of due and just grounds or whether he this Defendant may not in the Judgement of
this Honble Court be allowed to have very sufficient Reasons jus-
tice and equity on his side for refusing to comply with those Demands
which his Antagonists in this Cause are endeavouring to support and en-force.

This Defendant will first premise the circumstances
and Manner of the Consignment as it is set forth on the first part of
the Complainants Bill, this he has done with that latitude of
perfectly consistent and Communication which the Act Necessary
may not be immediately admitted by this Defendant as for as
Regards the Management thereof by the joint Consignee William
Martin Goodlad during his life, and untill by his Death and by
the absence of this Defendant from Madras at that time the
Executors of the said William Morton Goodlad took upon them-
selves the further direction thereof — He allowed that this De-
fendant was then absent from the Settlement and had sent to
Means

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Means and the entire silence of the said William Martin Goodlad
to the Defendant was totally ignorant that any such assignment
had ever been made until his return to Madras which was long
after the decease of William Martin Goodlad and after the Marriage
of Earl Bingfield and every thing relating thereto had passed
— Means not before the Return of the Defendant to this Settle
ment that he learned the first knowledge or intimation of the
assignment or of any thing that had passed in Relation thereto the
substance of which this Defendant was then told by Earl Bingfield
as soon as he can Now remember and which also corresponds with
the Report which that Gentleman has lately made to him of the
same Matter / was to the following effect - That soon after the
Death of William Martin Goodlad Lord Lucas attorney to the Defen
dant but without having any order or instruction from the Defen
dant for that purpose did consult with Antonio de Souza one of
the Executors of the said William Martin Goodlad of the manner
in what the Executors should deliver over to the Attorney of
this Defendant the Assignment made by Messrs Stanley
the Complainants / to the Defendant and William Martin Good
lad jointly, to which Antonio de Souza answered that the Ship
Ship Nassau being then under dispatch Lord Bingfield would also
consent of the Executors taken the Matter into consideration but
as Nothing could be transacted by the Executors in the Course of
Execution of the dispatch he would take care it should be the last

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Gone Commander of the Nassau / the Ship then under dispatch /
did then see an order from the President and Council to Captain
Gore for receiving a Bale of Diamonds assigned by the Executors
of the late William Martin Goodlad to Messrs Stanley on Account
of the concern in question and did also see the said Bale of Diamonds
delivered to Captain Gore which he knew signified to Antonio
de Souza and did put him in mind of the declaration which he
had made to him a few days before, that nothing would be transacted
acted by the Executors in above Concern by the dispatch of the Nassau
to the said Earl Bingfield thinking it further necessary and proper
that he should Note the Circumstances which had passed with a
Notary Publick of the Executors went the Diamonds so assigned
and the next time he spoke the Matter so clear and out of doubt
as he could, he offered to sign the assignment Papers jointly with
the Executors Lordy to avoid having an impediment to his being
sent and that every thing else should be settled after the dispatch
had before him proposed; that to this Antonio de Souza answered
Knight of the Executors to make the assignment solely and
refusing the offer which he the said Earl Bingfield had made
of Signing the Papers jointly with them That Antonio
de Souza did however propose taking the Sense of the Governor
Holland De Castro and De Sousa Regarding the Matter in ques-
tion to which he the said Earl Bingfield had no Objection and
that the Matter being communicated to those Gentlemen
they gave their Sentiments that from the Nature of the Assign-
ment, it entitled the Defendant upon the Death of
the Defendant to change to

of these effects — That Lord Thereupon requested Antonio de
Souza that he had no such power, that however afterwards acted
by Antonio de Souza if he would pay the Executors a sufficient sum
of Money but how much exactly he was not Remembers
He he thinks thought he asked three Thousand Pounds if
case the Executors should recover over the consignments to them
— the same Mentioned being as he the said Earl Bonfield under-
stood from Antonio de Souza, what the Executors had dis-
coved above the Money in their hands for the Jewellery of the late
of Diamonds, touched application to Antonio de Souza
thereupon that he was Ready to Return them when one of the
of the Executors were willing to deliver them which he
would Sign the Papers of Consignment if they thought it
consistent or were willing that he should so do
the Money of the Portuguese Nation owing the Estate of
ment of any English Subject as Souza Replied that he
Executors would take their own Measures —

This being the substance of what Earl Bonfield
Communicated to this Defendant the spoke of the matter
Question to the Executor Antonio de Souza who the last
of his Examination did not contradict or oppose any part
part thereof — The Hon Defendant to the best of his
Memory had about the same time more discourse with
one of the said Persons John Dickens who told the Defendant
Antonio de Souza had been with him to desire him to
Memory that he was Ready to return them when one of
of the Executors were willing to deliver them which he
would Sign the Papers of Consignment if they thought it
consistent or were willing that he should so do
the Money of the Portuguese Nation owing the Estate of
ment of any English Subject as Souza Replied that he
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This being the substance of what Earl Bonfield
Communicated to this Defendant the spoke of the matter
Question to the Executor Antonio de Souza who the last
of his Examination did not contradict or oppose any part
part thereof — The Hon Defendant to the best of his
Memory had about the same time more discourse with
one of the said Persons John Dickens who told the Defendant
Antonio de Souza had been with him to desire him to

following effect — That Earl Bonfield and Antonio de Souza
called at the office of Moses de Castro Thomas Colling, and
John de Jones, and desired him and Moses de Castro to give
their opinion of the Consignments made by the Jews to
William Martin Goddard and this Defendant and that John
Holland who was also one of the Persons sent over to their House
to consider of it, that he the said John Dickens after hearing the state
of the Case was clear that from the Tenor of the Consignment it
devolved on the death of William Martin Goddard to the Defen-
sent and on the absence of the Defendant to his Representatives —
promising that the Executors of William Martin Goddard might
by one the Attorney of the Defendant to be vested with a special pro-
ver for taking charge of them — That John Holland was at first
of a different Opinion but afterwards came over to this and Moses
to Castro's Opinion and they were unanimous that the charge devolved
solely to the Defendant from the Death of William Martin Goddard
and that they gave this as their Opinion to Antonio de Souza and
Earl Bonfield — That John Holland never read a Paper of this Opi-
nion, but that he was not satisfied to have signed it — That he
was think to have told Antonio de Souza by that the Executors
had procured the Jewellery to Remain Entire for the pur-
from whom to suppose they had received the Diamonds for
great part of the Hon Edward Bayden worth of Diamonds,
they had bought and registered for the Jews for the Portu-
— This as the Defendant has just Reason to believe and
ning a true State and Report of all the Material Circumstances
which he had relating to the interference of Earl Bonfield

of the consignment of the Complainants, the Honble Court
will Judge, whether there is any just foundation for the de-
mand which is now made upon him by the Complainants
or even any good ground on which to found a suit or action
against this Defendant either at the Matter has been set
forth by this Defendant or as it is stated by the Complainants
themselves, tho the Representation made by them does not appear
of this Defendant plainly appears to be aggravated, and does
manifestly arise upon comparing the above information which has
been given to him with the Report of the same matter made by
the Complainants such Report of the Complainants being quite
varying from the truth, particularly when they said that
Paul Bonfield did threaten the Executors of William Penfield
with prosecutions at Law which this Defendant has reason
to believe that he never did, or that he ever any other more
any other measures in the Matter in question than what the
Defendant has now mentioned to this Honble Court the
substance of which, as this Defendant conceives he has
appears to be, that some conversations having passed between
the said Paul Bonfield and one of the Executors of William
Martin Goodlad with relation to the Consignment which
have been made by the present Complainants to Paul Bonfield
gave it as his Opinion, that the Management of the Affairs
of William Martin Goodlad ought upon his Report to be
and the Executors with whom he had this conversation did not
conceive that Nothing of that kind was being proposed

provide and Register the Diamonds for the Amount of which
this Defendant is now sued take out to the present Complainants
by that very Ships and that the said Paul Bonfield did by an ac-
cidental Visit to the Captain of the Ship discover that the pro-
mise which had been made to have of delaying this Business
at that time had not been attended to and did find the Executors
who had made such promise taken a second opportunity
take any particular advantage and for that purpose any threats
of a prosecution on that Account or to hinder the final dispatch of
the Consignment but contented himself with making a Volun-
tary offer of joining with the Executors in signing the Papers
which were to accompany the Consignment thereby intending
to forward and not to suspend the Act of the Executors in mak-
ing the Consignment in that Manner which appeared to them
to be more regular than if it had been made by themselves
alone but this being denied and the said Paul Bonfield in-
timating that it might be proper for him to make some
declaration before a Notary of the matter which had happened
but which this Defendant does not find that he did afterwards pro-
pose by the Executors Instants do Songe to submit the matter
to the arbitration of three Merchants who were appointed
in this Branch of business to which the said Paul Bonfield
agreed, and the Arbitrators on hearing the Report of both parties
pronounced an opinion, that the Executors ought to deliver
the Consignment to the surviving Consignee on the Report
tations of such Consignee vested with proper powers to take
such charge, which Power the said Paul Bonfield did not pay

This is the Defendant believe being all that is charged in Relation to the interference of Paul Benfield again Subscribe it to the Honble Court whether he is guilty before are answerable for the failure which happened on the part of the Executors of William Martin Deceased, or for any unwarrantable insertion or unprovoked Step which may have been pursued by them in the Course of the transaction nor can it escape the Notice and attention of the Court that the fullest Restitution of every thing which related to their Consignment of the Diamonds Must have depended upon the Executors themselves and that they had it entirely in their own power to convince or they actually did whether they should let the Consignment proceed upon the Nabobs agreeable to the measures which they had taken to that effect or whether they should fulfill the Obligation which they had laid themselves under of complying with the Opinion of the Arbitrators making over the whole of the Consignments in question to the Defendant as Surviving Consignee with his Representatives and such other Orders as they should see proper. And that the Executors did fact in both their respects and took Measures to remove such as they thought most convenient for themselves, and have thereby as opposite the Restitution of the Diamonds which Appears, that they had actually purchased for their Account or their own Principle by purchased for their account or their own

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without entertaining an Opinion much less unfavorable and indeed Reproachful to the said Executors that they were ordered behindhand, and for Life intimidated for the Complainants to insinuate that they were by the Defendants application or than other Interference which happened on the part of Paul Benfield, from the full prosecution of their own intentions and the more so when it is considered that all these Executors who are well known to this Honble Court and to this Defendant were men too well versed in business and too well acquainted with their own rights in the execution of this and other Trusts to be affected with such Circumstances unless the subsequent Measures which they did pursue proceeded from other causes than they interference of the said Paul Benfield and in which indeed this Defendant does not perceive that Blame may be found in the Application which the said Executors found it convenient to themselves to make to the said Paul Benfield to pay to them which he must then certainly have done with his own Money above half or two thirds of the Value of those Diamonds which they had actually purchased and registered as the property of the Complainants Demand which Must have been just cause of suspence and altogether unexpected by the said Paul Benfield and which at this Defendant verily believes the said Executors themselves would by no means except that the said Paul Benfield could

do-

as he should so have estranged by her aiding the Recovery
from the Estate of William Martin Gosfield, an Opinion which
it was much more reasonable and consistent that Hands
were the Executors to the said Estate and so were best enabled
with the assistance of the learned Counsel to take upon themselves
and which as all the facts which are acknowledge would be
so sufficiently testify that they did, take upon themselves
immediately after the death of William Martin Gosfield
nor does it shew anyway improbable. And this Defendant
does humbly submit the same to the Consideration of this Court
But that the true and real Cause why the Executors did not
use their first endeavours in assisting the Rules of Law
to the present Complainants by the Recovery was that they
were then Executors to form a different Opinion in regard to the
Estate of their Testator after they had Acquainted themselves
more what they may be supposed to have had before they
read or perused that transaction which is a Matter that
were these Executors alone and did not have recourse
any past or antecedent of Earl Bousfield to any one
with which these subsequent Evidences were attended at
the Time and time of Diamond which they had just of the
Complainants might possibly have happened if the said
Earl Bousfield had not made any application to the Court
to or had not seen the Rule of Diamond, or the Opinion
thereon, or of he had been actually ignorant of his Defendants

But the Motives and Considerations of the Ex-
ecutors having Respect to their own conduct they alone are an-
swerable for them, nor can they affect this Defendant further
than the Occasion which is very unjustly taken to prosecute
the present Suit against him, for it plainly appears -
that he was as ignorant of every Circumstance which can
give even a Colour of foundation thereto, as he was free of
any advantage either by way of Commission or other way that
would arise therefrom and that his Attorney, the acting &
without any orders or Instructions from the Defendant as
in no Respects blamable for what passed in this Business
in relation to him. And in Regard to that further part of the
Complainants Bill in which Numberless questions are
put to the Defendant as he does humbly apprehend, that
he has now given a full and sufficient answer to every thing
which he has been alledged by the Complainants he does not
conceive that it is any way essential to the Matter in Dispute &
that he should in the last answer go through the same Matter
over and over again by replying to the Numberless interrog-
tories with which the Complainants Attorney have thought
proper to swell the Bill of Complaint to at least double the
Size which was Necessary as this Court had Requested the most
strict and scrupulous discovery of long and intricate transactions
of other perplexed Concerns But this not being the Case nor any
other essential cause that appears to the Defendant to Oppose
the Population of the

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Same Matter and Cause to answer and be answerable for all the Charges of the Costs this Defendant hereby hopes this Honble Court will now receive and admit this as full and sufficient Answer to the Complainants Bill.

All which Matters and things this Defendant is Ready and willing to Verify 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.

Francis Jourdan

Chas Bromley

Sly Dan Lloyd

Filed the 6th Decr 1775

The Amended Replication of Sarah Marsh Widow Thomas Marsh Merchant Thomas Marsh & John Marsh and James Marsh all of London Merchants George Eyles of Lincolns Inn

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Esqr & Thomas Knox of the Same Esqr Executors of the last Will & Testament of William Marsh late of London Merchant deceased Complainants to the Answer of Francis Jourdan Charles Bromley & Sly Dan Lloyd Defendants

These Repliants saving and reserving unto themselves all and all manner of Benefit and Advantage of Exception to the many manifold Errors Incertainties Insufficiences and Imperfections in the said Answer contained for Replication thereunto say that their Bill of Complaint Exhibited in this Honble Court against the said Defendants and all and Singular the Matters and things therein contained are and 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 Defendants is very Untrue Evasive and Insufficient in the Law, and for further Application to the said Answer the said Repliants say That the Nett proceeds of the Sales of the two Cheals of Coal made Sale of by William Martin deceased in the Bill Named did amount to the Sum of Three Repliants said Bill Named and Answered by the said Defendants and Sale thereof signified by Specified in the said Bill as also the Account and Sale thereof signed by the said William Martin deceased for which Copies are annexed to these Repliants said Bill of Complaint. This Repliants further say that the Ship Neptune was at the time mentioned in by these Repliants under Dispatch for Europe That the Register of Diamonds was stayed by Order of the Governor President and Council at the time mentioned in these Repliants said Bill That a Difference in Opinions did arise between the said Defendants the then absent and surviving Executors and the Executors of the said William Martin deceased respecting the Right of taking Charges & Commissions, That the

Paul Benfield did claim such Right for and on behalf
of the said Defendant and the said Paul Benfield acted
by Creation from the said Executors with a Power to
recover they Conceiled in making the Order of Dismiss-
mentioned in these Replicants said Bill of Complaint to
England by the said Ship Nassau These Replicants further
say they are entire Strangers to the said Arbitration giving the
following Opinions as the said Defendant doth falsely in
said Answer, that is to say, "the Executors of the Deceased having
claiming right to recover of such Representatives that they could
be Obliged with a Special Power for that purpose. That
said Arbitrators neither the said Executors nor said Arbitrators
nor the Defendant or had any reason to Doubt that the said Paul
Benfield was the said Defendant's Attorney These Repliants further
say that the said Executors did apply for Leave to enter
the said Order of Dismiss in the Entry Book of which was
granted and the Entry mentioned in these Repliants said
answer made at the foot of the said Report, These Repliants
know say that the said Executors did call the said Order Dismiss
mentioned to Question the Amount of what they alledge there
been Expended by them in the Execution of the said Order Dismiss
mentioned the Amount of which they say they Should have be
Ready money of the belonging to the said Estate Should
Executors having first in Conjunction of the Deceased brought
in them the said Executors after the Decease of the Defendant
Executors

Executors for Four Thousand and four hundred Pagodas in part
of the said Consignment, The said Executors not asking the said
Paul Benfield if he would pay to them a Sum of Money to the
amount of Two or three Thousand Pagodas as the said Defen-
dant says he has been informed This Repliants further say
that they Actually were Deprived of any Remittance by the said
Ship Nassau to their great loss and Detriment and that by means
of the said Interposition of the said Paul Benfield as acting for
and on Account and behalf of the said Defendant Notwithstand-
ing which the said Defendant in his said Answer after mentioning
these Repliants being Deprived of any Remittance by the said Ship
Nassau &c saith from which (as this Defendant will Aver)
they have taken Occasion to furnish themselves with a Ground
of Complaint, and in Support thereof that they do Represent
that thereby their Just right and property was withheld from
them and that this was a great hardship and great loss to
them and that this was a great hardship and great loss to
them &c In Reply thereto these Repliants say the Astonishing
the said Defendant should Represent that these Repliants
having taken Occasion to furnish themselves with a Ground of
Complaint when the said Ground of Complaint was furnished
by the said Defendant & his said Attorney as before and in
these Repliants said Bill set forth, and they do still Aver it to be
a just Ground of Complaint and such as renders the said Defen-
dant answerable to these Repliants for and liable to pay unto
them the Amount of the said Sales of Diamonds which were
Registered and would have been Dispatched to these Repliants
by the said Ship Nassau as aforesaid but that the said Attorney
of the said Defendant Paul Benfield stopped the same aforesaid and together with
Interest

(1058)

... Interest &c as setforth in these Replicants said Bill filed
Defendant says or ought to be answerable for the
Amount of the said Sales of Diamonds and the Loss and Da-
mages Sustained by these Replicants that he was not aware that
the same was occasioned by the Interposition whatsoever
made by the said Paul Benfield his said Attorney Whereas
these Replicants do absolutely Deny as is well known that the
same was occasioned by and that the said Defendants said Attorn
Interposition, for if he the said Defendant said Attorney
had duly made and declared Known to the said Defendant
Diamonds would have been Dispatched to these Replicants
by the said Ship Neptune when many such Sale and Bargains
as these Replicants now Complain of would have been pre-
vented, which together with the said Defendant knowledge
ring Consignees as aforesaid aftermath Damnified the
said Executors of the said William Martin Gould whether
rad or other Effects then in the said Ship Neptune belonging
to these Replicants and Coming from him or Con-
trary to the Orders, Money and Sales of Diamonds
in these Replicants said Bill of Complaint mentioned and
and all on account of the said Consignment made by the
Defendant and the said William Martin Gould as in
the said Bill these Replicants charges together with the Costs
therein made to these Replicants by the said Defendant
Account Hereof these Replicants plainly that the said Defendant

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Ought become answerable to these Replicants for the Loss and
Damage Sustained by them by the said Interposition of this
said Attorney Notwithstanding any thing by him alledged to
the Contrary, The said Defendant in his said Answer pretends
that the Sales of the Diamonds which went by the Ships Nep-
tune and Triton, and the very Bulse of Diamonds which had
been Registered for and on these Replicants Account as aforesaid,
which was afterwards Sold to Mr Andrew Hayward and by
him sent to England by the said Ship Triton and Sold for
Nine Shillings and Nine Cuttack Pagodas are Matters —
and things which do not Regard him, In Reply thereto these
Replicants Say they Conceive those Matters do absolutely
Regard him the said Defendant and plainly shew what
Differences these Replicants have been by and on Account of the
Interposition of the Defendants said Attorney which was
the only thing that prevented these Replicants receiving the
said Bulse of Diamonds themselves by the Neptune, and which
also shews what the said Defendant is and ought to be Answe-
rable and Accountable to these Replicants for, These Replicants
cannot forbear remarking the said Defendants Asserting
that the said Loss and Damage were not occasioned
by him the said Defendant either by means of this said At-
torney or by any Act of his own, when it does so clearly ap
pear that the same were Occasioned by the said Defendant
by means of this said attorney as before and in these Re-
plicants said Bill setforth, Whereby these

These Replicants hoped the said Defendant would have been
sensible and have made these Replicants proper compensa-
tion for the same without their being under the necessity of
Commencing an Action to Recover it but these
Replicants absolutely deny that the Manner of the said
Consignment as set forth in the first part of the Repli-
cants said Bill of Complaint is told with any Addition
of positively tautology Circumlocution or other Defect
every thing necessarily and Improperly taken upon him
to Observe, for it is told in the Clearest manner and after Diffi-
cult Research very Justly and with great propriety these
Replicants further Say that the said Defendant pleading Ig-
norance of the said Consignment in Bill he relies upon
Subpoenaes to the place cannot thereby have to his Defence
know of it and Interposed not and prevented the said Sale
of Diamonds being sent to and received by these Exhibits
which would otherwise have been done and the said Defendant
and himself Both proper to take upon himself the Arrange-
ment of the said Consignment as knowing Consignee
aforesaid thereby Confirming and making himself responsible
of the said Conduct of the said Paul Benfield and Thereby
Besides it appears to these Replicants very Extraordinary that
the said Defendants said Attorney should so Entirely Ab-
sent in the said Affair of the said Sales of Diamonds
the said Executors procured to Dispatch Letters to India with

Replicants Say they are entire Strangers to the Matters and things
set forth by the said Defendant in his said Answer said to have
passed between the said Paul Benfield and Antonio de Souza one
of the said William Martin Goodlads Executors either relative
to the said Consignment in General or the said Sales of Dia-
monds Intended to have been dispatched by the said Executors
to these Replicants as aforesaid, or of the said Referees Mention
ning a Special Power for the said Defendants Attorney taking
Charge of the said Effects, or of the said Paul Benfield Acquain-
ting the said Antonio De Souza that he had no such Power &c
—The Case as these Replicants have been Informed and believe
being as set forth in the said Bill of Complaint—This Repli-
cants do still Say they have been Informed and verily believe
the said Paul Benfield did Threaten the said Executors of the
William Martin Goodlad with Prosecution at Law in Set-
forth in their said Bill These Replicants further Say they are
entire Strangers to the said Executors or any of them Consi-
ering the said Paul Benfield that Nothing should be done in
the said Business of the Dispatch of the said Sales of Diamonds
by the said Ship for England, But the Contrary Appears to these
Replicants by the Conduct of the said Executors that they made
no such Promise, But Whether any such Promise was Made
or notes Immaterial to these Replicants as they now Claim,
and that very Justly as they Conceive the property which this
the means and Interposition of the said Defendant by
his said Attorney Was, has been wrong and Illegally with-
held from these Replicants Life and Detriment, The
said

Said Defendant Mr Lands his said attorney meant to forward
& to Impute the act of the said Executors in making the said
Consignment to these Replicants by the said Ships Vessels &
Voluntarily offering to Join with the said Executors in
Signing the Papers which were to accompany the said Con-
signment — In Reply thereto these Replicants say that the said
Earl Bonfield's Volunteers have been what by no means is
Immaterial to these Replicants as the Consignment has been the
Detention of these Replicants property for which they make
the said Defendant Responsible for the reasons herein before
and in their said Bill set forth, But insofar as they apply to what
the said Defendant mentions as to Signing the Papers &
the said Dispatch of the said Bales of Diamonds with
said Executors these Replicants say the said Executors
Would thought the said Earl Bonfield had no right to sign
the said Papers with them or that they were at liberty
had thought it of Management of the Business of the said
Consignment could only be in the Power of the said parties, Viz
ing either the said Defendant as the Surviving Consign-
or the said Executors of the said Deceased Consignee and after
it was Determined against the said Executors and the said
reference of the said parties their right Claim and the said
Defendants Consignment, And the said Defendant
Attorney did Solicit Consignment to take Delivery
of these Replicants Property Having Interfered with and for a Division
in the Power as acting for the said Defendant as having

then told? But Instead thereof he made the Demand Gets
his right Established by a Reference to Merchants Over
sent on Business and these Presents it, The said Defen-
dant does also himself come from Masulipatam and
Claim all the Coral or other Effects of these Replicants in
the hands of the said Executors and waved the same Accord-
ingly without ever Calling upon the said Executors of the
said Amount of the said Bales of Diamonds which was to
Registered and Intended to have been sent by the said Execu
tors to these Replicants as aforesaid As for the Amount of the said
part of the said Complainants Debt by the said Williams
Martin Goodlad in his Lifetime — For all these reasons
these Replicants humbly hope and Doubt not but this
Honble Court will look upon the said Defendant as answera
able to them these Replicants for the Sum and Millers Used for
Notwithstanding any thing by him the said Defendant al-
verted to the contrary — These Replicants beg leave to Observe
further that the said Earl Bonfield Intimating to the said
Executors that it might be proper for him to make some De-
claration before a Notary of what had happened in the
said Occasion of the application to the said Executors to Join
in making the said Consignment &c. as the said Defendant
set forth, there no Intention of taking any legal Steps
about the said matter as Case the said Executors did Dis-
pack the said Bales of Diamonds to these Replicants, and
and in Case the said Earl Bonfield did not give Express
more that alone was Sufficient to give the said Execu
tors reason to Expect a Protestation would be the Consignee
of the said Bales of Diamonds to these
Replicants

Replicant more Especially one Remarkable Speech of more
ying the said Engagement was given against the said Exors
as aforesaid But these Replicants do shall humbly Insist
that he the said Paul Benfield did more, that is that had he
thereby threaten the said Executors with a Prosecution at Law
they Conceive clearly appear by the following Extract of Letter
from the said Executors to these Replicants and attested Dated
Fort St George Second July One thousand Seven Hundred and
Seventy four "That is to Say, We Borrowed on Bond of
seven Lack Sicca Pagodas and intended to make them the
the Remittance in Diamonds together with the Ballance of
their Account amounting to Pagodas 1063[illegible] which we
should trouble no Court from the Diamonds were now Purchased and brought to the Agents
Office but before the Agents was finally Closed Paul
Benfield as Attorney to Mr Thomas Sandys the Surviving
Consignee, claimed the Right of Remittance for Mr Sandys
and threatened us with a Prosecution at Law These Re-
plicants cannot admit that the full Completion of any
thing which related to their Consignment of the Diamonds
must have depended upon the said Executors thereby
for the reasons before and in the said Bill set forth, and
whether the said Executors stated Right or wrong in claiming
part of their Conduct in the said affair, and even supposing
them the said Executors to be answerable for all wrong pro-
ceedings of the Consignees Case of these Replicants Cannot take
the said Defendant as surviving Consignee also himself

Defendant in the Capacity before mentioned, is answerable
to them these Replicants as aforesaid In Reply to the said Defen-
dants further assertion that it cannot be supposed the said
Executors would be hindered and forbid Intimidated by the
said Paul Benfields discourse Application or other Interference
&c these Replicants Say the said Executors being Men well
versed in Business as the said Defendant Observes, no Doubt
Considered the Capacity in which the said Paul Benfield apply-
ed to them, as Attorney to the Surviving Consignee, also the Opin-
ion of the said Referees which Confirmed the said applica-
tion and from these Matters no Doubt thought they might
be liable to a Prosecution if they Despatched the said Balance
of Diamonds, and Particularly so as the said Paul Benfield
Notably which Conveyed the same Idea, But the said Executors
Say the said Paul Benfield did threaten them with a Prose-
cution at Law as aforesaid, with regard to what the said
Defendant saith of the subsequent Measures which the
said Executors did pursue proceeding from other Causes than
the Interference of the said Paul Benfield these Replicants
Say the said Defendant may make the most of what regu-
larity he pleases to endeavour to throw the Matter of
these Replicants not receiving the said Balance of Diamonds
on the said Executors or to shew that he or his said Attorney
was not the Cause of these Replicants not receiving it But
these Replicants Say the same cannot weaken or impeach
clear of the said Attorney of the said Defendant had not

would have been Dispatched to these Repliants the said Defendant was therefore by his said Attorney the Sole Cause of their property being with held from them which he should answer for and further in Reply to what the said Defendant further saith about the said Paul Bonfield's praying part of the Amount of the said Bales of Diamonds with his answering to Reigne these Repliants say if the said Paul Bonfield was not willing to Dispatch the said Bales of Diamonds on the same Terms that the said Executors were about to Dispatch them he had no Right to Subscribe the said Affair shall entitle him to Action thereon Prosecutors at Law, but his having so and being Possessioned the Detention of these Repliants property together with the said Defendant aforesaid himself Claiming his Right of Lawfully Consigne he hath Forfeits and purposes, as these Repliants Conceive and the said Defendant Answerable and Accountable to these Repliants according to the Custom of Merchants

These Repliants further say that they are Ever Strangers to the said Executors having found any reason to form a Defendant Opinion except the Circumstance of the said Executors having Refused the

Not doe it so appear by their said Letter, these Repliants therefore believe the same is only a Suppositon of the said Defendant which he would wish to pass as a reason why the said Executors did not Dispatch the said Bales of Diamonds to these Repliants which these Repliants do by no means admit and say there's not the least reason to think that the said Executors would not have Dispatched said Bales of Diamonds to these Repliants by the Vessel had it not been for the Interference of the said Paul Bonfield aforesaid, these Repliants deny that Occasion is taken very Unjustly to Prosecute the present Suit Against the said Defendant as he asserts On the contrary these Repliants conceive they have good and Just Cause to prosecute this Suit and humbly hope this Honble Court will be of the same Opinion, As can the said Defendant being at the time of the said Transactions by his said Attorney Ignorant of these whose being free of advantage of Cognizance or otherway bearing Reasonable why he should not be answerable and accountable to these Repliants Agreeable to the Prayer of their Bill of Complaint before and in their said Bill of Complaint set forth, these Repliants further say they think the said Attorney of the said Defendant very blamable for what passed in this Business as stating on the part of the said Defendant as Surviving Consignee as aforesaid for being the means of preventing a piece of Justice being done to these Repliants which he would not do himself if Entitled Lending the said Defendant thinks him so these Repliants deny that

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the said Bill of Complaint to be filed that least Double the Sum which was necessary as the said Defendant unjustly observe and the Interrogatories therein set out were such as these Complainants would have Called on the said Defendant Particularly to Answer but Insist in Effect Answered them in his Answer to the other part of the said Bill —

All which Matters and things these Complainants are ready and willing to Aver Maintain and prove as this Honble Court shall Direct and Most humbly Pray as in and by their said Bill of Complaint they have already Prayed —

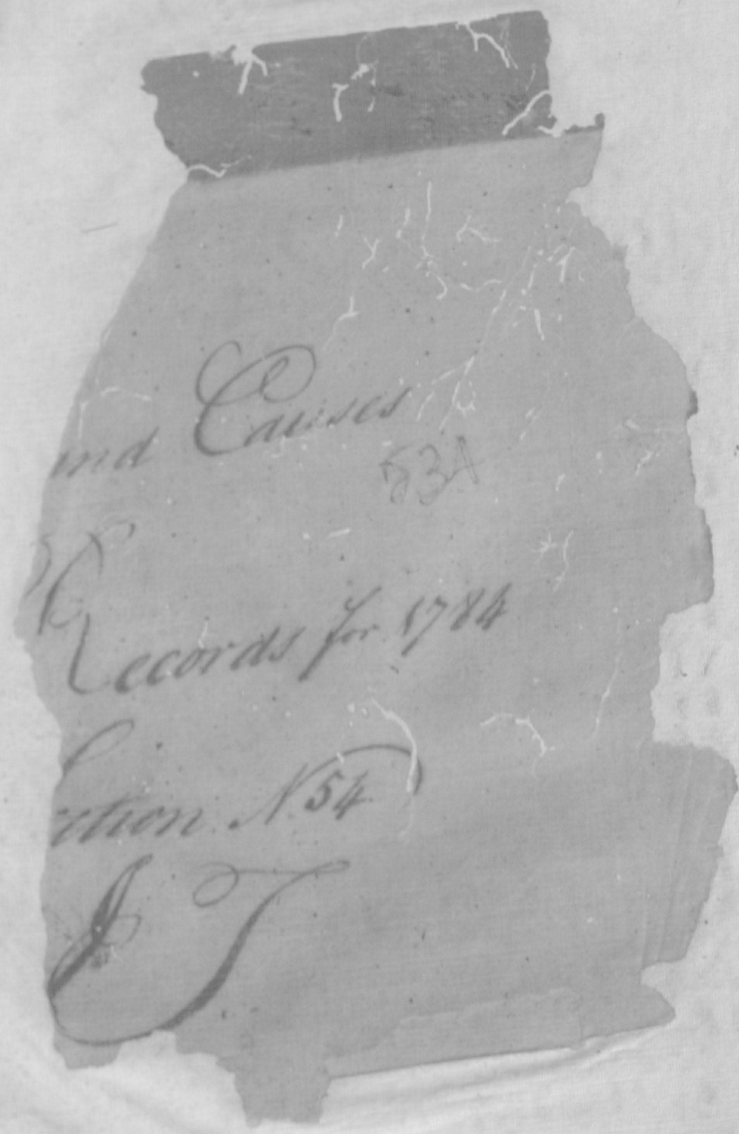
Jno Tyler Jr
Atty for the Cpts

Richd April 1796

The Rejoinder of James Lyon & Robert Lyon Complainants to the Answer of Edward Lyon Merchant Defendant Saving & Reserving to themselves & each of them all Benefit & Advantage of Exception which may be had or taken to the many Errors Uncertainties & Insufficiencies in the said Answer contained for Rejoinder thereunto these Complainants say they still persist in the Truth of the Matters by them in their said Bill of Complaint Set forth & Charged & Declared as they have before done —

And this Defendant not withstanding his said Answer to the said Bill of Complaint of these Complainants but Saving & Reserving unto himself all Benefit & Advantage of Exception

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