Vol 48

GL 12043

25,000—4-5-52.

Block 7

Rack No.

Shelf No.

Serial No. 48

General No. 12043

86

465

Public Record Office
Vol no 236
year 1799
1790 to 2280 Pages
Dy. Abbreviated
Journal

Ld. 30th Sept. 1783

Captain Cuthbert Tennick Commander of the Ships Swift Galley to Barcadoes Grenada & Walton Owner of the Brigantine Called the Crawford Burd Burden about 260 Tons

Debtor for Account of the Value of the said Brigantine and her Cargo which the said Captain Cuthbert Tennick Captured in the Month of April 1781

The said Vessel			£600	- -
Cotton Cotton at 30 ℔ Pages ℔ Cwt.	1550	-		
Spanish Dollars and Silver Bars Reckoned to be 3500 @ 4/2 ℔ 10 Pages	2000	-		
Elephants Teeth	1250	-		
Bottle Nuts 30 Bunches @ 6/8 ℔ Bunch	500	-		
Elephants Teeth 6 Maunds at 30 Pages ℔ Cwt.	110	-		
Fine Ld. Candy @ 50 Pages ℔ Candy	2250	-		
Rattans 500 Bundles at 20 Pages ℔ 100 Bundle	80	-		
Rattan Canes 50 Cages @ 16 per Cage	800	-		
Arrache 20 Bundles @ 20 per Bundle	400	-		
Pepper 1000	40	-		
Sweet Potatoes @ 125 per Barrel	1250	-		
Rice 2 Candy @ 65 ℔ Cwt. Candy	130	-		
Planks 500 @ 30 Pages ℔ 100 Do	150	-		
Red Planks 150 @ 1 Page ℔ Plank	150	-		
Timber of different Sizes	270	-		
Dammer 2000 @ 7/2 ℔ Mill	150	-		
Cotton & Bale 15 Cwt @ 10 Pages ℔ Cwt	150	-		
Coco Nuts	100	-	22455	- -
Mizfrank Sum 1781				
To Interest on Do from Sum 1781 to 83			1020	11 - 6
Sum 1783 being 2 Cent			3575	11 - 6

RO No 14172
Montserrat
Vol 40
22 Oct 1785 & 20 Oct 1785

Montserrat 1st June 1783

E. E. Lyndsay

Sworn Jamaica Grenada
before the Mast Chancellors

Abraham Lyndsay
Deputy

Nacodah Cundah Malem Owner of the Brigantine Called the Cander Baua and her Cargo Maketh Oath and Saith that the said Vessel and her Cargo were Captured by Cuthbert Fenwick Commander of the Ship Success Galley in the Service of his Highness Wallaujaw Nabob of the Carnatick some time in the beginning of April which was in the Year of Our Lord One Thousand Seven hundred and Eighty One without any Cause or Reason or without the said Cuthbert Fenwick having any Sufficient Authority to the Knowledge of this Deponent to Capture the same — Wherefore the said Cuthbert Fenwick Stands justly and truely Indebted unto this Deponent in the Sum of thirty five thousand two hundred and fifty Nine Pagodas Sixteen fanams and Sixty four Cash together with the Interest due thereon from the first day of June One thousand Seven hundred and Eighty three According to the above Account made up to the said first day of June One thousand Seven hundred and Eighty three and further this Deponent Saith that the said Cuthbert Fenwick hath been within the Jurisdiction of this Honble Court Since the Cause of Action Arose

(Signed)

Nacodah Cundah Malem

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

Soobaroyam
Interpt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of September Anno Domini 1783

Present

William Webb Esqr Mayor
Edwd Garrow and John Menzies
Aldermen

Nacodah Cundah Malem
vers
Cuthbert Fenwick

Bill with Copys of an Account and an Affidavit Annexed filed between the Days of Adjournment Summons issued thereupon Returned Endorsed Not to be found Affidavit of the Complainant Sworn to before the Mayor the 5th August last and filed this Day Warrant of Sequestration Prayed for and Granted

A true Extract

James Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday 6th Day of April Anno Domini 1784

Present

John Mertzies Esqr Mayor
James Call and George Savage
Aldermen

Nacodah

Nacodah Cundah Malem
vers
Cuthbert Fenwick

The Sheriff Returns the Warrant of Sequestration issued against the Defendants Effects — Endorsed No Goods nor Chattels to be found —

A true Extract —

James Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 30th Day of October Anno Domini 1784 —

Present

John Menzies Esqr Mayor
James Call Edwd John Hollond
Edwd Garrow William Webb
Philip Stowey and Robert Ewing
Aldermen

Nacodah Cundah Malem
vers
Cuthbert Fenwick

The Attorney for the Complainant prays that Adam Turnbull the Attorney of Thomas Davis who is the Attorney of the Defendant may shew Cause on or before the 16th of November Next wheya Decree should not pass against the Defendant the

the time of Six Months allowed by his Majestys Charles having Expired since the Return of the Warrant of Sequestration issued Against the Defendants Effects — Ordered Accordingly —

A true Extract —

James Taylor
Regr

Filed 16th Novr 1784 — Thomas Jones One of the Serjeants of this Honble Court Maketh Oath and Saith that he did Personally on the Tenth day of this Instant November serve on Adam Turnbull the Person Mentioned in the within Extract the said Extract from Proceedings of this Honble Court of the Thirtieth day of October Last by delivering a Copy thereof to the said Adam Turnbull —

Thos Jones

Sworn to in Court this 16th day of November 1784
James Taylor
Regr

Filed 7th June 1785 — Captn C. Fenwick

Commg the Success Galley

Sir

Nacodah Cundah Malem says he has a Clear and positive Claim for 28,000 Pagodas and upwards being the Prime Costs of the Vessel and goods besides Interest and the difference of Value between the Prime Cost and the Value of the Vessel and Goods when taken by You —

To Suit Your Convenience however on the point of Bail he

Dr

he proposes as follows that Arbitration Bonds be Signed by each to Submit the whole to the decision of the Honble the Council at this Presidency on Petitions of each of You and if they Refuse that each name Two Arbitrators with Power to call in and Enquire into such decission shall be Final

In the meantime You and he to Sign mutual Arbet. Bonds in the Penally of 30,000 P and the Bonds to be forfeited by You and Recoverable under any of his Majestys Commissions &c. You stay longer than the time prescribed in the Bonds Your Security to be in 10,000 Pags Only and to the same purpose

This is the last and least inconvenient Resolve for You to which I could bring him.

Your Answer will Oblige

Madras
June 26th 1789

Sir
Your Obedt Servt
S. Popham

Stephen Popham Esqr

Sir

The Affair You mention in Regard to the Prize Stock from Hyder People was on about the 17th March 1781 in Conjunction with the armed Long Boat fitted out by Mr Dent and the Council of Cuddalore by Order of General Coote Commanding the Army there — In my Opinion the Governor and Council ought not to suffer me to be Arrested for obeying the General's Orders I am willing on my returning from Bengal to lay all the Papers before them and if they think Proper shall Restore all the Part that was allotted me by the General's Orders I hope the Matter will be no Objections to

Abide by their equitable Decision and will Save him Time and the disagreeable Necessity of sending Bale for me to an immense Sum as he says I have Approved them of Mr Dent One of the Present Council Was then Chief of Cuddalore I have this Order to take the Depositions of the General and Lieut Kennedy with a Capth Farmer were in the Long Boat with a Detachment of Sepoys from the Garrison of Cuddalore Beg You will Propose this Method of Settlement to the Major and draw up a Petition and Both our Names to the Governor and Council to decide on the Business my Papers shall be sent You down from Bengal in Order that all Justice may be done each Person Mr Lindsay was Agent to the Prize Appointed by the General his Papers shall be sent You down and every thing Necessary by doing this it may not be disagreeable to You I will Reimburse as a Law Suit will be Matter myself I know You to well not to know that You proceeding against myself by Action to any immediate Profit to Yourself I shall be back against myself by August and shall abide by what ever the Honble Board may determine my Proportion was about 10000 Rupees as will Appear by the Papers Mr Kennedy and Capth Farmer Received their Shares about two Years ago as well Mr Lindsay Men in the Long Boat settled out at Cuddalore

I am Sir
Your H. Servt
C. Fennick

Madras
June 26th 89

Stephen Popham Esqr

Dr Sir

I Received Your Letter mentioning the Major Manjergeral Shaw have got all my Papers with Mr Dent Order the Chief of Cuddalore Sir Eyre Coches Order and Minutes to prove that a Company

Long

Long Boat Armed with a Detachment of Seapoys and Artillery was sent
With me to take her from Hyders troops Our Surgeon Officers is here Now on the
Spot that was wounded in the Retaken of her I have the Agents Accounts and
every thing Relating to the business which I have laid before Council and as
this is Now the Place of my Habitation and where my Property is I shall
Not Consent to Imploy it in any other Place than this where the Laws and
Equity of this Court will at all Events indemnify me as I have the Orders
by me of the Board of Madras to Obey the General and the Chief of Cud-
dalore I have Likewise found Mr. Freemans Letter Journey by which
I find the Moorman Swears Book has on the 4th of March when
I have proof the Sincere Galley was then at Nagore bringing up La Motte
Ballahou the Man has been wrong led and badly Advised and must
have been Plundered by Hyders Troops whilst they were in Possession
of this Vessel as Mr. Forbes the Agents Account of Salaries and so many
Rupees as he Makes Pagodas I have been so fortunate as to find this
Dutch Colours and Pass In Regard to the Other French Ships
Pray write me word About it and I get it Settled as soon as Possible
I shall always be happy to hear from You at all times and shall
With Pleasure Execute any Commands You may have here

July 22d 1783

James Dodd
Yrs. Sincerely
C. Fenwick

In the Honble the Mayors
Court at Madras spatiam
Between Navadah Condah Malum
Complainant and Cuthbert Fenwick late
Commander of the Ships Success
Galley Defendant

Stephen Popham One of the Attorneys of this
Honble Court Maketh Oath and Saith that he Addressed a Letter to
the above Named Defendant Cuthbert Fenwick bearing Date the
Twenty Sixth Day of June which was in the Year of Our Lord One
Thousand Seven hundred and Eighty three while the said Ships Success
Galley was at Anchor in Madras Roads and Cuthbert Fenwick
at Madras That the Letter above written is a Copy Journalized
Regular Letter Book of the said Stephen Popham and therefore a Copy
so Near as can be of the Original Letter sent by this Deponent to the
said Cuthbert Fenwick This Deponent further Saith that the above
Writing Purporting to be a Copy of a Letter from the said Cuthbert
Fenwick is a true Copy of the Original Answer in writing of the said
Cuthbert Fenwick to this Deponents Letter above Set forth and
which Original Answer is in this Deponents Possession from this Depo-
nent saith that the above Named Defendant Cuthbert Fenwick
Proceeded afterwards to Pegu as he Appeared by the Second Letter of the
said Cuthbert Fenwick to this Deponent whereof the Original is
in this Deponents possession and the above is a true Copy of such
Original Letter in the hand writing of the said Cuthbert Fenwick
And Under Oath the Twenty Second Day of July in the said Year
of Our Lord One Thousand Seven hundred and Eighty three
This Deponent further Saith that this Deponent by Command of the
said Cuthbert Fenwick Related to the Claims of the above Named
Complainant as Stated in their Bill of Complaint and Not Recount
Current Thereunto Annexed filed Against the
Above Named Defendant That the Defendant Expected his

Appearances

Upon his Insistance of being Allowed to get Bail for so Large a Sum and
Requested this Deponent to Propose and Arbitrate how that this Deponent
Proposed with this Client the above Named Complainant with Whom
Consent this Deponent wrote the Letter of the Twenty Eighth Day of
June in the said Year of Our Lord One Thousand Seven hundred and
Eighty three whereof the Copy is above written and that the said
Cuthbert Lenwick instead of Signing the Bonds and Settling the
Business as this Deponent had every Reason to expect being nearly
Consonant to the Defendants own proposals this Deponent was
at Town Hall Upon Guard on the Day as soon as this Deponent can
Recollect that he received the above Answer that the said Lloyd Lucy's
Galley was under Sail on her way to Bengal and by a Mother Letter
to this Deponent of the said Twenty Eighth Day of June in the Hand
Writing of the said Cuthbert Lenwick said that he was not on board for
fear of being stopt as all his Papers were in Bengal this Deponent
further Saith that he has not Received any further Letter from the
said Cuthbert Lenwick but was informed and believes that he soon
afterwards Quitted Bengal and Returned to Europe

Sworn in Court this 7th Day
of June 1785

Francis Taylor
Regr

L. Pynham

Sid

That Affair you Mention'd in Regard to the Prize
Sloop from Heydeen Pagoda Anchorage about the 17th of March 1781 in Conjun
tion with the Armed Long Boat fitted out by Mr Dent and by the
Council of Cuddalore by Order of General Coote Commanding the Army
there I was of Opinion that Governor and Council Ought not to Suffer

Me to be Accused for Obeying the Generals Orders I am willing on
my Returning from Bengal to lay all the Papers before them and if they
think Proper shall Restore all the Part that was Allotted me by the
Generals Orders Hope that Man will have no Objection to Abide by
their equitable Decision it will Save him Time and me the Disagree
able Necessity of Sending Bale for such an immense Sum as the
Says I have Deponed them of Mr Dent Owner of the Present Commander
Prize Ship of Cuddalore I am then Order to take the Vessel as well
as the Generals a Lieut Kennedy with a Capt Lascar were in the
Long Boat with a Detachement of Sepoys from the Garrison of
Cuddalore I beg You will Propose this Method of Settlement to
this Man and draw up a Petition and Both Our Names to the
Governor and Council to Decide on the Business of my Papers
Shall be sent You down from Bengal and Order that all Further
May be done each Person Mr Lorder was Appointed to the Prize
Appointed by the General his Papers also Ordered You down
and every thing Necessary by Reason there is may Not be to
Perfect a Settlement Now I will Know You to well Not to know that
You prefer doing a Good Action to any immediate Profit to
You myself I shall be back again in my Office by August and shall
Abide by what ever the Honble Board may Determine my Report
Fond was about 10000 Rupees as will Appear by the Papers
Mr Kennedy and Capt Lascar Received Their Shares above
Two Years ago as will Also Lieut Colonel Kelly Mention the Long
Boat Settled Out at Cuddalore

Madras
June 26th 83

Stephen Pynham Esqr

Lieut
Lieut V. A. Lees
C. Fenwick

Dr Sir

I Recvd Yours mentioning the Money Mans Proposal I have sent Gett all Necy papers with the Mr Dents Order the Chief of Cuddalore Sr Eyre Cootes Order and Witness to prove that a Company's Long Boat Armed with a Detachment of Seapoys and Artillery was sent with me to take her from Hyders troops One of my Officers is here now on the spot that was Wounded in the Act & takeing of her I have the Agents Accounts and every thing Relating to the busines for which I have laid before Council and as this is now the Place of my habitation and where my Property is I shall not Consent to Try it in any other place than this where the Laws and Equity of this Court will at all Events indemnify me and I have the Orders by me of the Board of Madras to Obey the General and the Chief of Cuddalore I have likewise found Mr Freemans Letter to me by which I find the Mountmans Sworn Book has miscarried of Manchester and I have proof of the Lascar Galley was then at Negore bringing up La Motte Battalion the Man has been wrong led and badly Advised and Must have been Plundered by Hyders troops when they were in Possession of his Vessell as Mr Forster the Agents Account of Sales is not so many Rupees as he Makes Pagodas I have been unfortunate as to find his Debtors Honest and Just Regard to Mr Smith from whom I Drew Bill on me wood about 18 and Odd Lacks Madras Currency I Pribble I shall always be happy to hear from You at all Times and shall with Pleasure Execute any Commands You may have them

July 22 1783

Yrs Sincerely
C Fennick

Dr Sir

Yrs Sincerely
C Fennick

Filed 27th Sept 1783

In the Honble the Mayors Court at Madraspatnam

Between Nacodah Condah Malem Owner of Brigantine Called the Lauder Bawa & Mr Cuthbert Fenwick Late Commander of the Ships Lascar Galley

The Affidavit of Shee Mahomed and Tabee Saheb

These Deponents Say that they were at Porto Novo at the time of Hyders War when a Lanne Called Lauder Bawa the Property of Nacodah Condon Malem was coming from Cuddalore on her way Near the Road of Porto Novo she was Stopped by and Named a Boat belonging to Hyder People who went and Boarded the said Lanne and took and Board of her some Seapoys and brought them first Nacodah and there and Landed them on Land the Cargo at Porto Novo which the Nacodah Refused to Land the Cargo at Porto Novo which the Nacodah Refused to do as he said that he must go to Cuddalore and these Deponents Say that Hyders People Langue aged the said Nacodah and these Deponents say that on the Next day the Ships Lascar Galley Commanded by Captain Fenwick Arrived in the Road of Porto Novo and Carried away the said Lanne Lauder Bawa

Sworn Translation as near as can be from the Malabar Language

Soobrayen

Subscribed Sworn before me

S. Popham
Attorney for Lieutenant

Subscribed Sworn before me

Shee Mahomed
Tabee Saheb

Feb.y 27th Sept.r 1785

In the Honble the Mayor's
Court at Madraspatnam

Between Nacodah Cundabo Malem Owner
of the Brigantine Called the Candee Banda
Cuttabut Jennick Late Commander of the Ships
Lunes Galley

The Affidavit of Mahomed Meera Hosseen Commander
and Lewa Marcayer Second Nacodah of the Snow Candee Banda

These Deponents say that the said Snow is the Property
of Nacodah Condoo Malem of Cuddalore Inhabitant and that they
took a Cargo at Cuddalore for Account of the said Nacodah Condoo
Malem and Sailed for the Coast of Coromandel on the Twenty
fourth Day of February One Thousand Seven hundred and Eighty
One the Cargo was as follows Viz.t

5. Gold Cattys
3500. Spanish Dollars and Silver Bars
15. Elephants
30. Quantity of Bullock Hair
10. Elephants Teeth Wt. 2 to 3 Maund
45. Candy of Lime
600. Bundles of Rattan
50. Corge of Rattan Mats
20. Bundles of Arrack
1000. Corge
10. Garce of Rice
2. Candy of Wax
150. Red Blankets
500. Blankets
20,000. Dammer
1. Bale Chintz Cont.g 10 Corges
Some Chinna Ware &c.a

And

And these Deponents say that the said Snow Proceeded down her
Voyage to Cuddalore and her way Near the Roads of Porto Novo where she was
on the Eighteenth Day of March in the said Year One Thousand Seven
hundred and Eighty One she was stopped by an Armed Boat belonging
to Hyder who Boarded the said Snow and Placed on her fifteen Peons
and took with them the first Nacodah and Serang and these Deponents
say that on the next Day these Deponents Consulted with the Crew
and they Accordingly opened a Cask of Arrack and gave some to every
Person so that in a Short Time every One of them was out of his Senses
and these Deponents with the other Crew directly Impressed them
With a view to make their way by the first Land Where the Cuddalore
and these Deponents say that before they Met with a Land Where
Another Boat with Twelve Armed Men belonging to the Ships
Lunes Galley Commanded by Captain Jennick Boarded the
said Snow and when these Deponents enquired into the Business
they said that they came to their Assistance and after Two hours
these Deponents met with a favourable Land Wind and
directly Sailed for and Arrived at Cuddalore and after three days
they were Ordered to Come ashore and the said Snow and Cargo
Was taken by the said Captain Jennick

Sworn Translated to the Deponents as near
as can be from the Malabar Language

S. Poynton
Attorney for Compt.

Soobarayan
Interpr.

(Signed)
Mahomed Meera Hosseen
Lewa Manager

Mayor's Court at
Madrasapatnam

Saturday the 22d Day of October
Anno Domini 1785

Present

Philip Stoney Esquire Mayor
James Call — Edward John Holland
Edward Garnon — William Webb
John Menzies — Robert Ewing
George Savage — Vincentio Corbett
and Josias Du Pre Porcher
Aldermen

Between Nacodah Cundah
Malim Owner of the Brigantine
called the Lawder Baua Complainant
and Cuthbert Fenwick late Commander
of the Ship Success Galley Defendant

Filed 29th Sept. 1732

To the Honble the Mayor &
Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court, Your Orator William Thomson at present of Fort St. George Inhabitant Thos Bryan Scattergy Esqr of the same place Inhabitant Stands well and truly indebted unto Your Orator in the full and just Sum of Fourteen Thousand, One hundred and Nine Pagodas of Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of five Thousand Six hundred and forty three Pounds and Thirteen Shillings or thereabouts as will manifestly and at large appear by a Copy of said Account Annexed Marked A. Annexed for the Inspection of this Honble Court, which Your Orator prays may be admitted and taken as part and parcel of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's Possession and

and Ready to be produced whenever Your Orator shall by this Honble Court, be thereunto required. Your Orator further Sheweth unto this Honble Court, That in the Year of Our Lord One Thousand Seven hundred and Seventy four Your Orator being on his Voyage from the Port of London to Madras in the Honble United East India Company's Ship the Calcutta, of which Your Orator was and is the Commander, a proposal was made to Your Orator by Messrs Bryan Scattergy, Charles Goring and Isaac Sage, who were Passengers on board Your Orator's said Ship the Calcutta, for the Purchase of three Lotts of Your Orator's Investment of Private Trade, Goods, Wares and Merchandize, they, the said Bryan Scattergy, Charles Goring and Isaac Sage, offered to give unto Your Orator a Premium or Advance of Sixty Pounds of lawful Money of Great Britain on each hundred Pounds Contained in the Gross Amount or Invoice Cost thereof which Lotts of the Original Invoice or Prime Cost thereof which said proposal of them the said Bryan Scattergy, Charles Goring, and Isaac Sage, being agreable to and meeting with their Approbation & for & In Consideration of Agreement were the consequence thereof duly executed by and between Your Orator on the one part and the said Bryan Scattergy, Charles Goring, and Isaac Sage on the other part, wherein and whereby Your Orator did contract and agree to and with the said Bryan Scattergy, Charles Goring and Isaac Sage to Sell and Deliver to them the said Bryan Scattergy, Charles Goring and Isaac Sage as a Merchant to Sell and dispose all Your Orator's Investment of private Trade Goods, Wares and Merchandize then on board the said Ship the Calcutta upon the Arrival of the said Ship at Fort St. George on the Coast of Coromandel and for a Premium or Advance of Sixty Pounds of lawful Money of Great Britain on each hundred Pounds Contained in the Gross Amount or Invoice Cost of the Original Invoice or Prime Cost thereof, free and clear of all Deductions for or on Account of the Cost, Charges, Customs Duties and Expences of what Nature or Kind so

ever Payable in Respect of the same or Attending the same shipping landing and Delivery thereof or in any other Manner respecting the same Your Orator further Shews unto this Honble Court, that the said Bryan Scottney, Charles Goring, and Isaac Sage, did and by the said Articles of Agreement, for themselves their Executors, Administrators and Assigns jointly and severally Covenant granted and agreed and with Your Orator, that they, the said Bryan Scottney Charles Goring, and Isaac Sage, or the Survivors or Survivor of them their Executors Administrators and Assigns, should and would Accept and take the whole of Your Orator's said Investment of Private Trade, Goods, Wares and Merchandizes on board the said Ships as aforesaid, at such prices, premium, and Advance and upon such Terms and Conditions as are therein before specified and Mentioned, and that they, the said Bryan Scottney, Charles Goring, and Isaac Sage should and would pay unto Your Orator the whole and full Amount of such Prime Cost Advance clear of all Duties Deductions as aforesaid, within Thirty days Next after the Delivery of Your Orator's said Investment of Private Trade, Goods, Wares and Merchandize from aboard out of the said Ships the Calcutta, as will More fully and at Large appear by a Copy of the said Articles of Agreement Marked B. hereunto Annexed for the Inspection of this Honble Court, to which Your Orator also prays may be Admitted and Taken as part and Parcel of this Your Orator's Discovery and Ready to be produced Whenever Your Orator shall by this Honble Court be thereunto Required Your Orator further Sheweth unto this Honble Court that soon Days after the Arrival of the said Ships Calcutta in the Port or Roads of Madras the said Charles Goring and Isaac Sage became desirous of being Released from their Engagements they had entered into with Your Orator in and by the said Articles of Agreement

Agreement, but not being able to prevail upon Your Orator to Release them, they the said Charles Goring and Isaac Sage made Overtures to the said Bryan Scottney to take the whole Purchase of Your Orator's Investment of Private Trade, Goods, Wares and Merchandize upon himself alone, subject to the Covenants and Conditions contained in the said Articles of Agreement, and in Order to induce the said Bryan Scottney to accede thereto, they the said Charles Goring and Isaac Sage offered to give and pay unto the said Bryan Scottney the Sum of Nine Thousand Six hundred Pounds Sterling Money of Great Britain, in Lieu of the proportion of them the said Charles Goring and Isaac Sage, the said Bryan Scottney agreed to Accept, provided that Your Orator could procure all or any part of the Sum the said Charles Goring and Isaac Sage should become responsible for, by, under, and by Virtue of the said Articles of Agreement and take the said Bryan Scottney security for the Whole Amount of Your Orator's said Investment of Private Trade, Goods Wares and Merchandizes Remaining on board the said Ships to this Honble Court that upon the said Bryan Scottney applying unto and entreating Your Orator to Release the said Charles Goring and Isaac Sage from their Engagements to Your Orator under the said Articles of Agreement, and taking the Covenant that the said Bryan Scottney, was to receive from the said Charles Goring and Isaac Sage for taking the whole of Your Orator's Investment upon himself, and the Advantage that the said Bryan Scottney should probably gain thereby from Your Orator from a principle of friendship and Regard to the said Bryan Scottney and a desire to promote his Interests and Benefit without any gratuity Fee or Reward to Agree to Release and Discharge the said Charles Goring and Isaac Sage from their Engagements and to take the said Bryan Scottney Single personal Security for the whole of Your Orator's Investment

in

in Consequence of which said Indenture was made upon the said Articles of Agreement, on the Twenty Seventh Day of the Month of September, which was in the Year of Our Lord One Thousand Seven Hundred and Twenty Four, and Signed by Your Orator and the said Bryan Skelton, that the said Bryan Skelton having Contracted and Agreed with the said Charles Goring and Isaac Sage for the purchasing of their Three Shares of and Interest in Your Orator's said Investment of Private Trade Goods, Wares and Merchandizes and the said Bryan Skelton having Determined to leave the Whole Three Shares of and Interest in the said Goods and Effects Remaining Unsold at the Time of the Said Bryan Skelton's Departure from Madrass unto the said Charles Goring and Isaac Sage, and the said Bryan Skelton Agreed with the said Charles Goring and Isaac Sage, that they the said Charles Goring and Isaac Sage should Receive and Collect the Debts Owing to the said Three Shares of and Interest in the said Goods and Effects, and Pay and Discharge the Debts Owing from the said Three Shares of and Interest in the said Goods and Effects, and that the said Bryan Skelton should Release and Discharge the said Charles Goring and Isaac Sage, their Executors and Administrators, and Effects, of and from all Actions, Suits, Accounts, Reckonings, Claims and Demands whatsoever, which he the said Bryan Skelton, his Executors, Administrators or Assigns, could, might or ought to have or Demand against them the said Charles Goring and Isaac Sage, their Executors, Administrators or Effects, for or by Reason or Means of the said Three Shares of and Interest in the said Goods and Effects, and that the said Charles Goring and Isaac Sage should Pay and Discharge all Debts Owing from the said Three Shares of and Interest in the said Goods and Effects, and Receive and Collect all Debts Owing to the said Three Shares of and Interest in the said Goods and Effects, and Indemnify the said Bryan Skelton, his Executors and Administrators, and Effects, from the same, and that the said Bryan Skelton should Deliver unto the said Charles Goring and Isaac Sage, their Executors, Administrators or Assigns, all Books of Accounts, Papers and Writings whatsoever, which he the said Bryan Skelton had in his Custody or Power, Relating to the said Three Shares of and Interest in the said Goods and Effects, and that the said Bryan Skelton should Assign and Transfer unto the said Charles Goring and Isaac Sage, their Executors, Administrators or Assigns, all Debts Owing to the said Three Shares of and Interest in the said Goods and Effects, and that the said Bryan Skelton should Execute unto the said Charles Goring and Isaac Sage, their Executors, Administrators or Assigns, a Power of Attorney to Receive and Collect the

Your Orator shall, by this Honble Court, be thereunto required. Your Orator further Sheweth unto this Honble Court, that Agreeable to the Terms, Tenor and Purport of the said Articles of Agreement, the said Bryan Scottney Was bound to pay the full Amount of the Purchase Money of Your Orator's Said Investment of Private Trade, Goods, Wares, and Merchandize unto Your Orator within thirty days from the completing of the delivery thereof, the due performance of which, he the said Bryan Scottney, faithfully promised on the said thirteenth day of the said Month of October, which was in the said Year of Our Lord One Thousand Seven hundred and Seventy four when the Accounts relative to such Investment of private Trade were finally settled and adjusted between Your Orator and the said Bryan Scottney Your Orator further Sheweth unto this Honble Court, that soon after such final Settlement of Accounts between Your Orator and the said Bryan Scottney, Your Orator was ordered by the President and Council of Fort St. George aforesaid to proceed with Your Orator's Said Ship the Calcutta to the Port Harbour of Bombay in Consequence of which Your Orator Appointed John Maxwell Stone, Edward Monckton and Charles Darke of Fort St. George aforesaid Merchants to be Your Orator's joint Attornies to and for the purpose of Recovering and Recovering and Receiving of and from the said Bryan Scottney the said Ballance of the Sum of Twenty two thousand Nine hundred and fifty Pagodas Twenty Seven fanams and forty five Cash Current Money of Madras, for which Amount Your Orators informed his said Attornies that Your Orator should draw upon them as Your Orator's Occasions Might require either during Your Orator's Voyage to or after Your Orator's Arrival at the Port or Harbour of Bombay. Your Orator further Sheweth unto this Honble Court that relying upon the Friendship, Faith, Credit, Punctuality and Integrity

Integrity of the said Bryan Scottney in fulfilling his Engagements to Your Orator by paying the Amount of the said Ballance of Twenty two Thousand Nine hundred and fifty Pagodas twenty Seven fanams and forty five Cash Current Money of Madras into the Hands of Your Orator's Said Attornies at the time stipulated in and by the said Articles of Agreement, Your Orator did, after Your Orator's Departure from the Port or Roads of Madras on Your Orator's Voyage towards the said Port or Harbour of Bombay, draw some Bills of Exchange upon Your Orator's said Attornies, which were duly discharged by Means of Partial payments made unto Your Orator's said Attornies by the said Bryan Scottney, for all which payments the said Bryan Scottney took the joint Receipt of Your Orator's said Attornies and after Your Orator's Arrival at the said Port or Harbour of Bombay, Your Orator drew other Bills of Exchange upon Your Orator's said Attornies in favour of Mr. Hunter of Bombay aforesaid and Payable to Messrs. Telling and [illegible] the said Bryan Scottney for Nearly the Amount of the Ballance due and owing unto Your Orator from the said Bryan Scottney the whole of which Your Orator concluded had long been Paid into the hands of Your Orator's said Attornies by the said Bryan Scottney, to whom Your Orator wrote from Bombay aforesaid in order to prevent the Possibility of either a Non Acceptance or Non Payment of Your Orator's said Bills of Exchange and the Disappointment and Inconvenience that Your Orator must inevitably experience in case such an Event took place to inform him, the said Bryan Scottney that Your Orator had drawn Such Bills of Exchange on Your Orator's said Attornies, which Were to be duly Honoured and Discharged out of the Ballance due and owing to Your Orator from the said Bryan Scottney, which

Which being first paid into the Hands of Your Orators said Attornies before the Receipt of that Letter, Your Orator expected and Required to be Paid before such Bills of Exchange became due, as Your Orator should Look to him the said Bryan Scottney, Responsible for all Costs and Damages of what Kind or Nature soever that should be Attendant upon or occasioned by such Bills of Exchange being protested. Your Orator further Shews unto this Honble Court, that Notwithstanding Your Orator had taken the precaution of writing to the said Bryan Scottney to apprize him of Your Orators having Drawn the said Bills of Exchange and the warranting of the consequence of the same being Returned Protested. Yet so Regardless was the said Bryan Scottney of his Promises and Engagements to Your Orator and of Your Orators Credit and Reputation as a Merchant, that he the said Bryan Scottney, by a shameful Flagrant and unprecedented Breach of his Covenants with Your Orator, contained in the said Articles of Agreement, instead of Paying the Ballance due and owing unto Your Orator at the Expiration of the said Time suffered the said Bills of Exchange to be Returned protested, Your Orators Character to be Impaired and Injured and an absolute Loss of the Sum of four hundred and Eighty Nine Pagodas Current Money of Madrass to be occasioned unto Your Orator on Account of the Difference of Exchange which Your Orator was Obliged to pay to the said Mrs Hunter to indemnify him for the Loss that he had Sustained in the Exchange by the Non payment of the said Bills of Exchange. Your Orator further Shews unto this Hon[ble] Court, that the said Bryan Scottney, not Satisfied with the Injury which he the said Bryan Scottney, had Already done to Your Orator by the Breaches of his, the said Bryan Scottney's Covenants with Your Orator, but Contriving how he might further oppress and distress Your Orator by entirely withholding from Your Orator the Money due and owing unto Your Orator from the said Bryan Scottney, he the said Bryan Scottney entered

Entered into a private Negotiation with Charles Darke, One of Your Orators said Attornies, unknown to and without the privity and Consent of Your Orators other two Attornies, who were Employed by Your Orator jointly with the said Charles Darke, and endeavoured to Effect a Clandestine liquidation of Your Orators Debt with the said Charles Darke only, Although Your Orators other two Attornies were then Resident in Madrass and the said Bryan Scottney had ever since been Known to Whom decreed the Acquittance of One Attorney Sufficient to Authorize him making any Payments to and Your Orators Account, but had Always Required and Received a proper Discharge under the Signatures of Your Orators said three joint Attornies, which was the Occasion, when the said Bryan Scottney's purposes were to be covered he, the said Bryan Scottney, was not so scrupulous about, but anxious to discharge him Self even Though it should be at the expence of his, the said Bryan Scottney's good Faith and Credit solemnly pledged to Your Orator from his Covenants and Engagements with the said Charles Darke, whose Fortune [illegible] at that time began to grow precarious, if not Desperate, and who was at that time indebted unto the said Bryan Scottney in the Sum of Twelve Thousand Pagodas Current Money of Madrass for securing the payment of which the said Charles Darke gave, granted, and executed unto the said Bryan Scottney a certain Bond or Obligation, bearing Date the Nineteenth Day of the Month of November, which was in the Year of Our Lord One thousand seven hundred and Seventy four, Conditioned for the payment of the said Sum of Twelve Thousand Pagodas with Interest within Nine Months from the Date thereof, to Realize which said Bond, although the Nine Months be not Run before the same became due, the said Bryan Scottney, Regardless of his Credit and Reputation as a Merchant, smuggled and prevailed upon the said Charles Darke to follow him, the said Bryan Scottney's bad Example, and to betray the Trust and Confidence as for as in them lay, Reposed in them, the said Charles Darke, by Your Orator, and at

at the Instance of the said Bryan Scottney, who, it seems, deemed it no infringement of his Integrity to pass off an Engagement to Your Orator a Debt which he, the said Bryan Scottney, well knew to be desperate, to cancell this the said Charles Darkes Bond, which Wanted Nine Months of being Five and to make the same the means of liquidating Your Orators Demand upon the said Bryan Scottney which ought to have been discharged before such Bond was in Existence, and thereby to make Your Orator the Dupe of their unfair Practices of the said Bryan Scottney and the said Charles Darke, to Which Your Orator must have fallen a Sacrifice had he not taken the precaution of appointing three persons to be Your Orators joint Attornies, and thereby incapacitated any One from giving a legal discharge and by that Means guarded Your Orator from being injured in his property by any unfarious practices or fraudulent Transactions. Your Orator further Sheweth unto this Honble Court that after the said Bryan Scottney in the Manner herein before Mentioned, obtained the Assent of the said Charles Darke to such unfair liquidation of Your Orators Demand upon the said Bryan Scottney, he the said Bryan Scottney, conscious that the discharge of One Attorney, Acting under an Authority where the Power was delegated to three persons jointly, was not a legal Requittance nor sufficient Security from the said Bryan Scottney against the future Demands of Your Orator, he the said Bryan Scottney, applied unto Your Orator either to Attornies to obtain their Sanction and Concurrence to the Transaction between the said Bryan Scottney and the said Charles Darke which they, Your Orator & their said Attornies, like Men of Integrity impressed with a proper Sense of the Trust and Confidence reposed in them by Your Orator peremptorily refused to give and by that Means Caused Your Orator from being Sacrificed to the Machinations and deep laid Designs of the said Bryan Scottney.

Your

Your Orator further Shewe unto this Honble Court that after Your Orators said two Attornies had refused to give their Sanction and Concurrence to the Transactions between the said Bryan Scottney and the said Charles Darke in Manner herein before Mentioned, no Measures whatever were taken by Your Orators said Attornies to inforce the payment of the Ballance due and owing unto Your Orator from the said Bryan Scottney, which remained in the unsettled Manner herein before Stated until Your Orators Arrival there in October last from Europe, when Your Orator, upon being made Acquainted with the particulars of the Transaction between the said Bryan Scottney and the said Charles Darke desired Mr. Stephen Popham at that time Your Orators Attorney at Law, to wait upon the said Bryan Scottney and to inform him that Your Orator expected and insisted that the Account between him the said Bryan Scottney and Your Orator should be finally settled upon Your Orators Return from Bengal and that Your Orator expected him the said Bryan Scottney to be prepared to Adjust the same Your Orator further Sheweth unto this Honble Court, that upon Your Orators Return from Bengal as soon as Conveyance could be got Mr. Popham on behalf of Your Orator upon the said Bryan Scottney for the Amount of the Ballance due and owing unto Your Orator from him the said Bryan Scottney, the payment of which he the said Bryan Scottney attempted to evade by referring to the Transaction hereinbefore mentioned between him the said Bryan Scottney and the said Charles Darke One of Your Orators joint Attornies under which he the said Bryan Scottney wanted to shelter himself and to induce Your Orator to have Recourse to the said Charles Darke for payment of Your Orators Demand instead of from the said Bryan Scottney, but upon finding Your Orator determined to enforce payment from him the said Bryan Scottney, by Due

Course

Course of Law, he, the said Bryan Scottney then proposed, by the Means of Mr. Stephen Popham, to pay Your Orator part of Your Orator's demand, if Your Orator would Release him, the said Bryan Scottney, from all further Responsibility, and have Recourse to the Said Charles Darke jointly with him, the said Bryan Scottney, for the payment of the Remainder which said proposal being Rejected by Your Orator and Instructions given to Your Orators Attorney at Law to file a Bill against the said Bryan Scottney without Loss of time for the Recovery of the Ballance due and owing unto Your Orator from the said Bryan Scottney, he, the said Bryan Scottney, upon being apprized thereof by Your Orators said Attorney at Law, proposed unto Your Orator by the Means of Mr. William Ross, to give his, the said Bryan Scottney's Bond unto Your Orator for the full Amount of the Ballance due and owing unto Your Orator, provided that Your Orator would consent that such Bond should be made payable at the distance of [illegible] Bills thereof, which being inconvenient to Your Orator, who is in immediate want of Cash, Your Orator proposed unto the said Bryan Scottney, in order to avoid litigation and Trouble, to take his, the said Bryan Scottney's Bond for half the Ballance due and owing unto Your Orator Payable in twelve Months from the date thereof, provided that he, the said Bryan Scottney, would pay the other half in Cash or accept Bills drawn by Your Orator payable in two or three Months in order to Answer Your Orator's immediate Occasions for Cash which said proposal of Your Orator being Rejected by the said Bryan Scottney, Your Orator was Reduced to the Necessity of preferring this Your Orator's Bill of Complaint to this Honble Court to enforce Payment of Your Orator's just and equitable demand upon the said Bryan Scottney Your Orator further Sheweth unto this Honble Court, that there Now remains due unto Your Orator from the said Bryan Scottney upon the Ballance of the Account Current Arising upon the said

Articles

Articles of Agreement the Sum of fourteen Thousand One hundred and Nine Pagodas and five fanams Current Money of Madras, and the said Bryan Scottney hath not nor hath any one for him, paid or caused to be Paid unto Your Orator or unto any other person or persons legally Authorized to Receive the same for Your Orator's Use, either the whole or any Part of the said Sum of fourteen Thousand One hundred and Nine Pagos and five fanams. Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Applied unto the said Bryan Scottney for the payment of the said Sum of fourteen Thousand One hundred and Nine Pagodas and five fanams

But now so it is, May it Please this Honble Court that the said Bryan Scottney doth Obstinately and wilfully Refuse to Pay the same or to give Your Orator any Manner of Satisfaction touching the premises, he, the said Bryan Scottney, giving out and pretending that he, the said Bryan Scottney, hath already paid the full Amount of Your Orator's Demand, whereas Your Orator expressly Chargeth, that no such Payment was ever made to any Person or persons legally authorized to Receive the same for Your Orators Use Nor is the said Bryan Scottney in possession of any Acquittance or Discharge, either from Your Orator or from any person or persons legally Authorised thereto by Your Orator, Without which, Your Orator also Chargeth, that the said Bryan Scottney Can Never be Released or discharged from his Engagements and Obligations to Your Orator, a payment to a person not duly Authorized to Receive the same, if any such was ever Made, not being a payment in Law, Nor in any degree conclusive against Your Orator, so as to prevent or preclude Your Orator from the Recovery of Your Orator's just and equitable demand by due Course of Law. Wherefore 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 Bryan Scottney may upon his Corporal Oath, full, true direct and perfect Answer make to all

and Singular the Matters and things herein before set forth and
Alledged, as fully, truely, perfectly, and effectually to all Intents and
Purposes, as if the same were here again Repeated and particularly
interrogated, And more especially that he, the said Bryan Scottney,
May set forth and discover, whether he did or did not in the Year of
Our Lord One thousand Seven hundred and Seventy four, or at any
other and what time, enter into and duly sign, Seal, executed and
deliver as his Act and Deed, certain Articles of Agreement between
Your Orator on the One part and the said Bryan Scottney, Isaac Sage
and Charles Goring on the other part or between any other and what
Party or parties to and for the Purpose of Purchasing the whole of Your
Orators Investment of Private Trade, Goods, Wares and Merchandize
then on board Your Orator's Ship Calcutta at and for a premium or
Advance of sixty Pounds Lawful Money of Great Britain on each
hundred Pounds contained in the gross Amount or Sum Total of the
Original Invoice or Prime Cost thereof or after any other and what
Premium and Advance, Payable in thirty days from the Completing
the delivery of such Investment of Private Trade, Goods, Wares and
Merchandize, or at any other and what Period? And Whether he,
the said Bryan Scottney, did or did not personally apply or any
other and what person or persons on behalf of him, the said Bryan
Scottney, unto Your Orator, after Your Orator's Arrival at the Port of
Madras, to Release the said Isaac Sage and Charles Goring from their
Engagements unto Your Orator jointly with the said Bryan Scottney
under the said Articles of Agreement, and to take his, the said Bryan
Scottney's single personal Security, in lieu of the joint Security of the
said Bryan Scottney, Isaac Sage, and Charles Goring, for the payment
of the Amount of the whole of Your Orator's Investment of private
Trade, and whether Your Orator did or did Not, without Gratinty,
Fee or Reward, Solely at the Intercession and Entreaty of the said

Bryan Scottney, Release and wholly discharge the said Isaac Sage and
Charles Goring of and from all Responsibility to Your Orator under and by
Virtue of the said Articles of Agreement? And whether he, the said Bryan
Scottney, did or did not, after Your Orator had so Released and discharged
the said Isaac Sage and Charles Goring, undertake and agree to purchase,
Accept of, and take the whole of Your Orator's said Investment of private
Trade, Goods, Wares and Merchandize then on board Your Orator's said
Ship the Calcutta at and for the same premium and advance upon
the prime Cost thereof stepperlated for and agreed to in the said Articles
of Agreement between Your Orator on the One part and the said
Bryan Scottney, Isaac Sage and Charles Goring on the other part, or
at and for any other and what premium and Advance, and under and
Subject to all every the Causes and Conditions contained in the said Articles
of Agreement, or under and Subject to any other and what Clauses or
Conditions, and whether he, the said Bryan Scottney, did or did not
Give his Assent and Concurrence thereto by Subscribing his Name to
an Indorsement upon the said Articles of Agreement or by any other
and what Means, And whether he, the said Bryan Scottney, did or did
Not Receive of and from the said Isaac Sage and Charles Goring, by
Way of Donecur, Gratinty, Fee, or Reward, in order to induce him, the
said Bryan Scottney, to purchase and take the whole of Your Orator's
said Investment of private Trade, the Sum of two thousand Six hundred
Pounds sterling Money of Great Britain, or any other and what
Sum or Sums of Money? And that he, the said Bryan Scottney
May set forth and discover, whether the whole of Your Orator's said
Investment of private Trade, Goods, Wares, and Merchandize, or
any and what part thereof, was or was not delivered unto him, the
said Bryan Scottney, or his Order agreeable to the Invoices delivered
unto the said Bryan Scottney by Your Orator, and whether, after
the

the completing of the Delivery of such Investment of private Trade Goods, Wares and Merchandize, Your Orator did or did not deliver to him the said Bryan Scottney, a particular Account thereof, specifying the several Articles delivered and their respective prices, and Whether the same is or is not fully and Particularly expressed in the Copy of the Account hereunto Annexed or how otherwise, And that the said Bryan Scottney, May set forth and Discover, whether he did or did Not, after Your Orator had delivered in the Account specifying the Delivery of the Articles composing Your Orator's said Investment, come to a final Settlement of the Accounts relative thereto on the Thirteenth day of the Month of October, which was in the Year of our Lord One Thousand Seven Hundred and Twenty four, or at any other and what time, and whether the said Bryan Scottney did or did not allow of and Acknowledge such Settlement of Accounts, and whether he did or did Not Subscribe his Name thereto, and whether the said Bryan Scottney did or did not deliver to Your Orator on the said Thirteenth day of the said Month of October, which was in the said Year of Our Lord One Thousand Seven Hundred and Twenty four upon the Settlement of the Accounts so allowed of and Signed by the said Bryan Scottney, a Ballance of the Sum Twenty two Thousand Nine Hundred and Fifty Pagodas Twenty Seven Fanams and forty five Cash Current Money of Madras, or of any other and what Sum or Sums of Money, and whether he the said Bryan Scottney, did or did not faithfully Promise and undertake to pay such Ballance unto Your Orator or to Your Orator's Appointment at the expiration of Thirty Days, agreeable to the Terms and Conditions of the said Articles of Agreement, or without any other and what period? And that Whether he was or was Not Apprized of Your Orator's having Appointed

Ted Sohier Maxwell Stone, Edward Monckton and Charles Darke to be Your Orator's joint Attornies, and whether he the said Bryan Scottney, ever did at any and what time or times and how often, make any and what Payment or Payments, to any and what Amount, unto the said Sohier Maxwell Stone, Edward Monckton and Charles Darke on Account of Your Orator and for Your Orator's Use, and whether he the said Bryan Scottney, did or did Not, at the time or times of Making such payment or payments, require and receive the joint Receipt and Discharge of Your Orator's said joint Attornies? And that he the said Bryan Scottney, may set forth and Discover, whether he did or did Not at the expiration of Thirty Days after the Settlement and Allowance of the Accounts between Your Orator and the said Bryan Scottney, agreeable to the Terms and Conditions of the said Articles of Agreement, pay or cause to be paid unto Your Orator's said joint Attornies the whole of the Ballance due and owing unto Your Orator from the said Bryan Scottney, or any and what part and what Amount of the said Ballance remaining unpaid by him the said Bryan Scottney, at the expiration of the said Thirty Days? And that he the said Bryan Scottney, May set forth and Discover, whether he did or did not receive a Letter from Your Orator from Bombay informing him that Your Orator had drawn upon Your Orator's said Attornies in favour of Mr. Hunter for Nearly the Amount of the Ballance due and owing unto Your Orator from the said Bryan Scottney, which Bills were to be discharged out of the Ballance due and owing unto Your Orator from the said Bryan Scottney, and requesting him the said Bryan Scottney, not to fail paying such Ballance to Your Orator's said Attornies before such Bills of Exchange become due, or Your Orator should be forced to protest the Bills? And that the said Bryan Scottney, may Answer and Discover whether he did or did not receive the said Letter from Your Orator, and whether he did or did not pay the Ballance due and owing unto Your Orator from him the said Bryan Scottney, to Your Orator's said Attornies, and whether he the said Bryan Scottney, did or did not pay the same to them before the Bills drawn upon them by Your Orator were due, and whether he the said Bryan Scottney, did or did not pay the same to them before the Bills drawn upon them by Your Orator were protested for Non Payment, and whether he the said Bryan Scottney, did or did not pay the Interest and Charges accruing upon the said Bills, and whether he the said Bryan Scottney, did or did not pay the Damages and Costs of Protest, and whether he the said Bryan Scottney, did or did not pay the Ballance due and owing unto Your Orator from him the said Bryan Scottney, to Your Orator's said Attornies

of what kind or nature soever that should be Attendant to or occasioned by such Bills of Exchange being protested, or whether he the said Bryan Scottowe was or was not Appriz'd by any other and what Means of Your Orator having drawn such Bills of Exchange and that they were to be Paid and Discharged out of the Ballance due and owing unto Your Orator from him the said Bryan Scottowe? And that he the said Bryan Scottowe May set forth and Discover, whether such Bills of Exchange were or were Not protested for Non-payment, solely owing to his the said Bryan Scottowe's Violation of the said Articles of Agreement and Non-performance of his Promises, Undertakings, and Engagements to Your Orator, in not paying into the Hands of Your Orator's said Attornies at the time stipulated the Ballance due and owing unto Your Orator from him the said Bryan Scottowe And whether he the said Bryan Scottowe Did or Did not after such Bills of Exchange were protested for Non-payment, in consequence of his the said Bryan Scottowe's non-performance of his Engagements and Covenants with Your Orator, enter into a private Negotiation with Charles Darke, one of Your Orator's said Attornies, unknown to and without the privity and Consent of Your Orator's other two joint Attornies, to and for the purpose of Settling and Liquidating his the said Bryan Scottowe's Debt to Your Orator, by setting off against it a Debt due and owing unto him the said Bryan Scottowe from the said Charles Darke, Strong Bond payable for Many Months afterwards, and whether Your Orator's other two Attornies were or were not at the time of his the said Bryan Scottowe's Negotiation with the said Charles Darke, resident in or Near Madras and whether he the said Bryan Scottowe Did or Did Not, without the Privity, Knowledge or Consent of John Maxwell Stone and Edward Monckton, thought they were resident in or near Madras, liquidate Settle and adjust his the said Bryan Scottowe's Debt to Your Orator With the said Charles Darke only, by Cancelling a Bond from the said

said Charles Darke to him the said Bryan Scottowe payable about Nine Months afterwards and whether he the said Bryan Scottowe, did or did Not after such Settlement with the said Charles Darke, apply unto the said John Maxwell Stone and Edward Monckton, as joint Attornies of Your Orator, for their Sanction Concurrence and Signature thereto, and whether they, the said John Maxwell Stone and Edward Monckton Jointly did or did not disavow the Transaction and give expressly to Scottowe to give their Sanction and Concurrence thereto, and whether such Bond so passed in the Settlement with the said Charles Darke was or was Not given and granted by the said Charles Darke after the fourteenth day of the Month of November which was in the Year of Our Lord One Thousand Seven hundred and Seventy four the time limited for the payment of the Ballance due and owing unto Your Orator from the said Bryan Scottowe? And that the said Bryan Scottowe may set forth and discover, whether he the said Bryan Scottowe did or did not draw at Madras from Bengal and Making allowance upon him the said Bryan Scottowe for the payment of the Money due and owing unto Your Orator upon the Account Current Arising upon the said Articles of Agreement Acknowledgement of Debt and Bond to Your Orator and any and what Sum or Sums of Money, and whether he the said Bryan Scottowe Did or Did not authorize Mr. Hepburn Popham to propound to Your Orator to give him the said Bryan Scottowe's Bond for part of the Money due Orator by him the said Bryan Scottowe upon the said Articles of Agreement and the Account Current Arising upon the said Articles of Agreement and for Your Orator to join him the said Bryan Scottowe in and Action Against the said Charles Darke for the Recovery of the Remainder? And whether he the said Bryan Scottowe Did or Did not Authorize and Empower Mr. Millard Rose upon Your Orator's Rejecting the Proposal

Proposal made by Mr. Stephen Popham, to offer his the said Bryan Scottney's Bond to Your Orator for the full Amount of the Ballance due and owing unto Your Orator upon the Account Current Arising upon the said Articles of Agreement, provided that Your Orator would give him, the said Bryan Scottney Scottney, two Years time to discharge the Same in? And that he, the said Bryan Scottney, may set forth and discover, whether he ever did, at any and what time or times or any One for him, pay or cause to be paid unto Your Orator or unto any other person or persons legally authorised to receive the same for Your Orator's Use, any and what Sum or Sums of Money in discharge of the Ballance due and owing unto Your Orator upon the said Account Current arising upon the said Articles of Agreement save and except the respective sums credited in the Account Current hereunto annexed, and whether he, the said Bryan Scottney has any and what discharge from any [illegible] person or persons for any and what Sum or Sums of Money paid on Your Orator's Account except for the Sums credited in the Account Current hereunto Annexed? And Whether he, the said Bryan Scottney, stands indebted unto Your Orator in the Sum of fourteen thousand One hundred and Nine Pagodas and five fanams Current Money of Madras, or in any other and what Sum or Sums of Money? And that he, the said Bryan Scottney, may be decreed to pay unto Your Orator the said Sum of fourteen thousand One hundred and Nine Pagodas and five fanams With all Interest that either Now is or shall or may hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the

said Bryan Scottney to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed, then and thereto Answer this Your Orator's Bill of Complaint, and further to stand to and abide by such Order and Decree therein, as to this Honble Court Shall Seem Meet

Thomas Jones
Attorney for the Complainant

Dr. Bryan Scottney Esqr. in Account A Current With Captn. William Thomson Cr.

1774 October	14th To Ballance of an Account delivered		22,950	27	45
	12 Cases Pickles omitted in the above Account	£ 35 s 8			
	6 Casks Porter delivered on board the Ship Alexander	17 7 372			
	6 Casks Petch and 6 Do. Tarr do. do.	12 18			
		65 13 372			
	60 pr. Cent Advance	39 8			
		105 1 372			
	Exch. at 8 pr. Pagodas		262	27	20
November	14th To Interest for One Month on Pagodas 22,279 10 65 @ 12 pr. Cent		229		
1775 July	9th To Do. on Pagos. 16,877 9 65 from Novr. 14 1774 to July 9th 1775 being 237 days at 12 pr. Cent		1312	22	
	To the difference of Exch. on Pagodas 6707 31 45 Not being paid to Messrs. Pelling & Defries on Account of Bills of Exchange 77 ea Pagodas		489		
1778 January	9th To Interest on Pagos. 9012 33 from July 9th 1775 to this date 2 Years & 6 Months at 12 pr. Cent		2703	33	
1783 September	17th To Ditto on Pagodas 5862 33 from Jany. 9th 1778 to this date 5 Ys. 8 Mo. 8 Ds. @ 12 pr. Cent pr. Annum		4001	6	
	Pagodas		31948	27	65

Fort Saint George September 18th 1783

Errors Excepted

Wm. Thomson

A true Copy

Thomas Jones

Attys. for Complainant

1774 October	14th By an Error on Cherry and Rasberry Brandy	£ 24 5			
	1 Bulgar hide short delivered	5 6			
	1 Spars Do.	1 4			
		25 14 6			
	60 pr. Cent Advance	15 8 8			
	By 60 pr. Cent on £140 12 10 Omitted on the Credit Side	84 7 9			
	By 60 pr. Cent on £13 9 Omitted in John Bally's Account	8 1			
		133 11 11			
	Exchange at 8		334		
Novr.	14 By Cash paid Francis Jourdan Esqr. at Madras		6002	3	
1775 July	9th By Do. paid Messrs. Stone Monckow and Darke		8133	19	65
	9th By Do. paid Francis Jourdan Esqr. at Madras		220		
1778	9th By Do. paid Messrs. Petrie, Redhead and Hambly		3000		
	By Dam[illegible] Silver Lace £60		150		
			17839	22	65
	By Ballance due to Captain William Thomson		14109	5	
	Pagodas		31948	27	65

Articles of Agreement indebted

Made, concluded and Agreed upon this day of in the Year of Our Lord One Thousand Seven hundred and Seventy four Between William Thomson, Captain and Commander of the Honble the East India Company's Ship the Calcutta now on her Voyage from the port of London to the East Indies of the One part and Bryan Scottney Charles Goring and Isaac Sage Esquires Passengers on board the said Ship of the other part as follows Vizt.

Whereas the said William Thomson hath Contracted and Agreed to and with the said Bryan Scottney, Charles Goring and Isaac Sage to Sell and deliver to them, all his Investment of Private Trade now on board the said Ship, at such price and upon such terms and Conditions as are hereinafter mentioned. Now it is hereby Agreed and declared by and between the said parties to these presents, and these presents Witness, that he the said William Thomson doth hereby for himself his Executors Administrators and Assigns, covenant promise and Agree to and With the said Bryan Scottney Charles Goring and Isaac Sage, that he the said William Thomson shall and will deliver or Cause to be delivered at such place or places as hereinafter Mentioned in a Merchantable condition to them or one of them their Executors Administrators or Assigns upon the Arrival of the said Ship at Fort St George on the Coast of Coromandle, or other Moorings in the River of Bengal as the case may happen, or so soon after as the same conveniently may be (dangers of the sea and other inevitable Accidents excepted) the whole of his the said William Thomson's

Thomson's Investment of private Trade Goods Wares and Merchandizes Now on board the said Ship as aforesaid, at and for a premium or Advance of Sixty Pounds of lawful Money of Great Britain in case the said Ship shall first Arrive at Fort St George aforesaid, and shall not proceed from thence to the River of Bengal aforesaid. And at and for a Premium or Advance of Sixty five Pounds of like lawful Money in case the said Ship shall first Arrive in the said River of Bengal, or shall proceed thither from Fort St George aforesaid, on each hundred Pounds contained in the Gross Amount or sum total of the Original Invoice or prime Cost thereof to the said William Thomson free and clear of all deductions for or on Account of the Costs Charges Customs duties and expencis of what nature or kind soever payable in Respect of the same, or Attending the unshipping Reloading Landing or delivery thereof or in any other Manner Respecting the same Which are hereby Agreed to be paid bore and sustained by the said Bryan Scottney Charles Goring and Isaac Sage, or the Survivors or Survivor of them, their Executors Administrators or Assigns, which said Original Invoice or Bills of Parcels from the different Tradesmen to the said Wm Thomson, or true Copies thereof, and which are hereby Admitted so to be by all the said Parties to these Presents contained in Forty four sides of Paper marked or Numbered Respectively with the figures from 1 to 44 both inclusive and Signed Respectively by the said William Thomson, Amounting in the whole to the sum of Thirteen Thousand, two hundred and Seventy Nine Pounds as the said Parties compute the same, be the same more or less, and duplicates whereof marked or numbered as aforesaid and signed Respectively by the said Bryan Scottney Charles Goring and Isaac Sage, are mutually delivered Accepted and taken by each of the said Parties to the other of them, at the times of the execution of these Presents, the Receipt whereof the said Parties do hereby severally and

Respectively

Respectively Acknowledge the said Goods Wares and Merchandizes in case
the said Ships shall proceed to the River of Bengal to remain and beat the
Request of the said William Thomson till the same shall be delivered such
Warehouse or place in the Town of Calcutta as the said Bryan Lestlney
Charles Goring and Isaac Sage or the Survivors or Survivor of them their
Executors Administrators or Assigns shall appoint to receive the same
And in case the said Ships shall first arrive at Madras and shall not
Proceed from thence to the said River of Bengal there such Goods Wares
and Merchandizes to be and remain at the Request of the said William
Thomson till such time as the same shall be delivered at such Warehouse
or place in the white or Black Town there as the said Bryan Lestlney Charles
Goring and Isaac Sage or the Survivours or Survivor of them their Executors
Administrators or Assigns shall appoint to receive the same or till such
time as they the said Goods Wares and Merchandizes shall be delivered
and put on board such other Ships or Vessel as shall be found and
Provided by the said William Thomson to proceed with the same to Bengal
as hereinafter Mentioned But no Longer And it is hereby further agreed
and Declared by and between the said parties to these Presents and their
Executors further Witness, that the said Bryan Lestlney Charles Goring and
Isaac Sage do hereby for themselves their Executors Administrators and
Assigns, jointly and severally covenant promise and agree to and with
the said William Thomson his Executors Administrators and Assigns,
that the said Bryan Lestlney Charles Goring and Isaac Sage or the Survivor
or Survivor of them their Executors Administrators or Assigns
and will accept and take the Benefits of the said William Thomson's
Investment of private Trade Goods Wares and Merchandizes now on
board the said Ships as aforesaid at such price premium and Advance
and upon such Terms and Conditions as herein before and after
Mentioned and shall and will pay to the said William Thomson his

Executors Administrators and Assigns the whole and full Prime cost price
Premium and advance clear of all such like Deductions as aforesaid within Thirty
Days Next after the Delivery of the said Goods Wares and Merchandizes from
and out of the said Ships the Calcutta as aforesaid And that in case the same
shall be delivered at Madras such price premium and Advance shall be
Paid on Pagoda and in case the same shall be delivered at Bengal such price
Premium and advance shall be paid in Current Rupees at the Rate of Exchange
upon the Purchase of European Cargoes Current at the time of such Payment being
Made at such of the said places as the said Goods Wares and Merchandizes shall
be delivered According as the case may happen Provided Always and it is hereby
further Agreed and Declared by and between the said Parties to these Presents
that in case the said Ships the Calcutta shall not Arrive at Fort William or the
River of Bengal on or before the Fifteenth Day of December next ensuing
or that in case the said Ships the Calcutta shall Arrive at Fort St. George aforesaid
and shall not be ordered by the Governor and Council there to proceed
and shall not be ordered by the Governor and Council there to proceed
forwards to Bengal by the said William Thomson shall and do on or before
the first Day of October Next find and provide a good and sufficient Ship or
Vessel to carry and convey with the said Goods Wares and Merchandizes
to the River of Bengal aforesaid such Ship or Vessel and Cargo as proper
Attending the same, and the Voyage from thence to the River of Bengal
as aforesaid together with every Risque Attending such Voyage to be paid
borne and sustained by the said Bryan Lestlney Charles Goring and Isaac
Sage or the Survivors or Survivor of them their Executors Administrators
or Assigns, that then and in either of those cases the said Bryan Lestlney
Charles Goring and Isaac Sage or the Survivor or Survivor of them their
Executors Administrators or Assigns shall be at Liberty to abide by and to do
from consent or proceed as to them their Presents and every thing therein
Contained or not as they shall think fit and giving notice in writing of such
their election and determination to the said William Thomson his
Executors Administrators or Assigns within three Days Next after the

of the said Accounts beginning as aforesaid. But that in case there such Notice in Writing shall be given as aforesaid, within the Time aforesaid, That then these presents shall continue and remain in full Force and Virtue Provided Lastly, and it is hereby further agreed and declared that these Presents or any thing herein contained, shall not be deemed or extended to compel the said William Thomson to deliver to the said Bryan Scottow, Charles Goring and Isaac Lage or any or either of them, their Executors Administrators, any such part of his Property or effects on board the said Ship the Calcutta, as aforesaid, all the Premises may be Comprized in the Invoice or Bills of Parcels, to be delivered Accepted and taken as aforesaid, as he the said William Thomson shall or may think Proper or Necessary for the Service of the said Ship or Company during the Remainder of her Voyage back to the aforesaid Port of London any thing herein before Contained to the contrary thereof in any wise Notwithstanding In Witness whereof the said Parties to these presents have hereunto set their hands and Seals the Day and Year first above Written

Sealed and Delivered in the Presence of
Stamped Paper is to be had in the Province

Stuart Copy
Thomas Jones
attz for Compt

Tho. Farmer
Tho. Ashburner

Wm. Thomson (L.S.)
Bryan Scottow (L.S.)
Ch. Goring (L.S.)
Isaac Lage (L.S.)

Memorandum It is agreed at the Time of the Execution of the within Written Articles of Agreement by and between the said Parties hereto, that such and such Goods Wares and Merchandizes thereunto Mentioned shall be delivered on Bengal and Madras English European Captains Investments of Private Traders shall have been Sold and Cleared thereout within one Year next before the Delivery thereof and in such case the current Prices of the Time of the Receiving such Goods Wares and Merchandizes is agreed to be paid & shall be paid and taken at such Rates & Exchanges as the same were paid and taken at on the Purchases made by the Factors Diarees Equipage of Captains Navies of Lord Holland & East Indiamen now of Prosperity Trade or Investment from their Last Voyages into the said Ship the Lord Holland to Bengal & they the said Bryan Scottow Chas. Goring and Isaac Lage or the Survivors or Survivor of them shall or may Prefer and Elect. And Captain Thomson hereby agrees to accept part of the within mentioned agreement Provided Always that the said Calcutta and Company during their Voyage back to the Port of London the following Goods and Particulars and no more viz.

2 Chests Cloves
4 Casks Pepper
1 Chest Ryder
4 Bags Pepper
4 half Casks Pickles
2 Do Pepper Pickled Pepper
2 Hogsheads Do
1 Puncheon Rum
1 Cask Cherry Brandy
1 Do Barbary Do

Part

Part of Dorchester small Beer
1 Lett Weights & Seals
21 Gallons and 1 Pint Lime Juice
20 Do 2 Quarts - - - Do

Witness
Thos Tarner
Thos Ashburner

The five Items here circumflexed are not contained in the Invoice delivered to Messrs Scottney Goring and Sage. There are also several other Table Stores to be delivered Pursuant to the within agreement, which are not contained in the said Invoice as the Quaintity cannot to present be ascertained. And it understood to be the true Intent and meaning of the said agreement that Captain Thomson shall not make any Charge for the use of his own Ships Boats or Company to be employed in or about the Unloading or Reshipping of the said Goods Wares and Merchandizes

William Thomson
Bryan Scottney
Chas Goring

A true Copy
Thomas Jones
Attny for the Compt

The within Named Bryan Scottney having contracted and agreed With the within Named Charles Goring and Isaac Sage for the Purchase of the whole of their Shares and Interest in the within mentioned Investment of Private Trade Goods wares and Merchandizes, and the said Bryan Scottney having determined to have the whole thereof landed and delivered to him at Madrass where the Ship Calcutta is now lying at Anchor. The within named William Thomson at the special instance and request of the said Bryan Scottney Charles Goring and Isaac Sage hath agreed to Exonerate Release and discharge and doth hereby Exonerate Release and discharge the said Charles Goring and Isaac Sage and each of them their and each of their Executors Administrators and Assigns of and from the within mentioned Articles of Agreement and every covenant clause Article matter and thing therein contained on the Part and behalf of them the said Charles Goring and Isaac Sage their Executors Administrators and Assigns to be done and performed the said Charles Goring and Isaac Sage having at the time of the signing hereof Accepted and delivered to the said Bryan Scottney Bills of Exchange drawn by the said Bryan Scottney upon them to the Amount of Eighty Thousand (80,000) Arcot Rupees in part Payment of the said Money due to the said Wm Thomson for the said Goods Wares and Merchandizes

Fort St George 27th Septr 1774
Andw Nowlany

Wm Thomson
B. Scottney

A true Copy
Thomas Jones
Attorney for Compt

Dr. Co. Bryan Scottney Esq.r in Account With

1774		£	s.	d.
October	10th To Cutlery Ironmongery &c.a Delivered	198	15	6
	To Assorted Silks	1263	13	4½
	To Glass Ware 16 Cases	375	16	3
	To Hats 2 Do	252	19	8
	To 47 Casks Nails	155	11	1
	To Sectional Patterns &c.a	1298	7	5
	To Flannels	930	9	-
	To Mechlin Laces	296	4	9
	To Saddlery	353	11	-
	To Pistols &c.a	23	6	-
	To Cloth &c.a (Wallace)	511	14	9
	To 4 Small Guns	23	4	-
	To 2 Cases Pickled Salmon	4	19	-
	To Stationary	280	5	2
	To Gold Lace &c.a (Carroll & Co.)	270	8	-
	To Do Do (Gibson & Co.)	815	16	5
	To Millinary	102	-	8
	To 36 Oars	116	8	-
	To Sheet and Bolt	48	11	-
	To 10 Casks Salt Beef	45	-	-
	To Tea Mats &c.a	116	2	5
	To 2 Bales Canvas	425	9	9
	To 250 Gallons Rum at 7/ Charges £2	54	10	-
	To 1 Cask and 1 Chest Hock	127	4	-
	To 5 Chests Claret Qrs 59 Do bottle at 4/7	129	6	-
	To 3 Cases Paper Looking Glasses	128	12	9
	To 1 Cask Cognac 30 Gallons at each	15	4	-
	To 2 Bedroom Cabinets	81	1	6
	To 2 Kegs Cherry & Raspberry Brandy 7	37	7	9
	To Package 110 3 6 at 28/6	157	17	10
	To Cheese 6 1 at 46/	13	18	10
	To 22 Boxes for Cheese at 3/6	1	13	-
	To 6 Casks Porter & Charge	173	15	-
	To 2 Whiskeys	60	-	-
	To 2 Jarrs w.t 3 1 5 at 7/2	28	17	6
	To 2 Cases Linseed Oil &c.a	10	6	-
	To 7 Casks Vinegar	15	13	9
	To Chest Oil &c.a (Drawback &c.)	17	3	6
	To 8 Casks Pickled Tongues & Casks	13	16	-
	To 15 Fishing Rattles & Charges	15	18	9
	To Ingravers	96	12	6
	To Tapestry	62	1	-
	To Jewellery	592	15	5
	Carried Over £	10890	15	1½

William Thomson

1774		£	s.	d.
Oct.r	10th By Allowance of 6 p.r Cent on the Glass Ware	22	10	-
	By D.o for 12 Bottles of Oil Selection and Strawberry Nect.r	1	19	-
	By D.o of 6 p.r Cent upon Jewellery and D.o Nect.r	4	-	-
	By 2 Pair Shoes short Delivered at 6/6	-	13	6
	By Allowance of 6 p.r Cent 6 Cases Glass Lamps and Tea Ware Invoiced	5	5	7
	By Deficiency on Jewellery Viz.t			
	1 Plain Sugar Tongs £ 10 6			
	1 Silk Lined Bell &c.a 2 4 6			
	6 Extra Salt Glasses - 9 -			
	6 Plated Gravy Ladles 1 5 -			
	6 Do Cad.a Ladles 1 5 -			
	1 Wine Funnell 1 6 -			
	6 Cad.a Table Spoons 4 10 -			
	6 Do Tea Do 1 19 6			
	6 Extra Glasses - 9 -	19	18	1
	By 1 Cask Salt Beef	4	10	-
	By 6 Bottles Oil Selection Dominica Nect.r at 12/2 each	-	82	8
	By Deficiency in Pickles Viz.t			
	Spanish Olives 3 Bottles at 5/6 - 1 6			
	Walnuttes 1 Do - 1 -			
	Missing 1 Do at 16/ - 16 -			
	Loose Do Olives 1 Do - 5 -	1	12	6
	By Deficiency in Receipt of Genuine Viz.t			
	6 Bottles Cavaches £ 1 5 -			
	1 Do Fish Sauce			
	2 Dozen Ratifia 1 16 -			
	Case for Bottles &c.a for ports - 9 -			
	1 Walnut Case - 5 -	6	15	-
	By Deficiency in Furniture Nect.r 6 bottle Cruets	3	15	-
	Carried Over £	71	13	4

Dr Bryan Scottney Esqr in Account

1775		£	s.	d.
		Amount Brought Over	10.890	15.	1½
October	10. To 8 Bottled Porter 43 qts Wastle Charges at 7½ ₱ Doz		15	6	3
	To Do Cyder 31 bottles at 12½ ₱ Do		1	11	
	To 77 Days Lodgings at 5 Sterl		11	11	
	To Bottled Small Beer 19 qts at 7½ ₱ Doz		6	13	9
	To Cards 1/2 Gross		3	19	3
	To 5 Butts Small Beer		26	10	
	To Three Pieces of Mattress Ticken of Cloth		54	15	6
	To 3 Large Dolphins Cheeses 61 at 9d ₱ Doz at 5/6		2	10	3
	To Paste and Seams		9	18	
	To Sheet Lead		43	14	6
	To 15 Firkins Butter Charged before only half the Amt		15	18	9
			11.660	3	11½
	60 per Cent Abatement per Agreement		6996		
			18656	3	11½
	To Charges Landing Goods		20	11	6
	To Ballance of 14 Bales Linens		1605	2	3
			42	2	9
	£		20281	17	6½
		Pagodas			
	To Ballance of the above Account Brought Forward £20,281.17.6½				
	in Pagodas @ 8/		50352	3	55
	To Cash this Day paid Mr Gregory in England on Acct Mr Scottney		3165		
	To Mate Do		125		
	To Mr Harris's Passage from England		37	24	7
	Pagodas		53680	24	55

with William Thomson Cr

1775		£	s.	d.
	Amount Brought Over	91	10	4
October	10. By 5 Green Cooks Aprons and Sent Wast Coats at 1/6		5	
	By 1 Box Cards charged in Stationary Account		11	12	6
	By Damage and Short Delivery of Paper Looking Glasses		2	5	
	By 2 Green Cooks Aprons delivered in Lodge at 1/6			3	
	By allowance for Drawback on 6 3/4 Ells Canvas @ 2		54	3	
			156	12	10
	By Ballance Acct to Mr Thomson		20128	4	8½
	£		20284	17	6½
		Pagodas			
	By Direct 3 per Cent Allowance for the Month £20284.17.6½ multiplied at 8/ each		3864	16	
	By Ditto from Mr Dawson		1696		
	By Do by Voucher Mr Thomson		47702	24	
	By Do by Voucher Mr Thomson		1218	24	
	By Do to Cash Sick		26	11	
	By Do to Mr Adams		1500		
	By Do to Lubatty Passage		600		
	By Do to Mr Saunders for Mr Drawings England		6264		
	By Do to Do Account of Part Ballance		1002		
	By Cash of Mr Dawson		2602	11	
	By Do of Do		120		
	By Do Remitted England two Guineas		1585	26	60
	By Amount Cash Do		22950	24	75
	By Ballance Acct to Mr Thomson		53680	24	55
	Pagodas				

E E Fort St George
12th Octr 1775
Wm Thomson

Thomas Cary
Thomas Bowes
Actg for Compt

Dr. Bryan Scottney Esqr. in Account

			£	s.	d.
		Dr. bottle Amount Brought Over	10. 8	9	15. 1½
1774 October	10.	To Bottled Porter 45 Gn. Wine Charges at 7½ P Doz		13	6. 3.
		To Do. Cyder 21 bottle at 12½ P Do.		1	11. "
		To 77 Dry Do. at 2 each		11	11. "
		To Bottled Small Beer 19 Gn. bo. at 7½ P Doz.		6	13. 9.
		To Cards 1/2 Groce		5	19. 3.
		To 5 Butts Small Beer		26	10. "
		To Household & Mill Stuffs Accot. of Cloths		54	15. 6.
		To 2 Large Dolphins Cheeses 61 lb. at 9d & 3 boxes at 5/6		2	10. 3.
		To Paste and Shears		9	15. "
		To Sheet Lead		63	19. 6.
		To 15 Firkins Butter Charged before only half the Allowance		13	18. 9.
				11,660	3. 11½
		60 per Cent Allowance per Agreement		696	" "
				18,656	3. 11½
		To Charges Landing Goods		20	11. 4.
				1668	3

Dr. Bryan Scottney Esqr.

		To Balance Amount Brought Over	1668	3.	3.
		To Bottled Porter 45 Gn. Wine Charges at 7½ P Doz		13.	6.
		To Do. Cyder 21 bottle at 12½ P Do.		1.	11.
		To 77 Dry Do. at 2 each		11.	11.
		To Bottled Small Beer 19 Gn. bo. at 7½ P Doz.		6.	13.
		To Cards 1/2 Groce		5.	19.
		To 5 Butts Small Beer		26.	10.
		To Household & Mill Stuffs Accot. of Cloths		54.	15.
		To 2 Large Dolphins Cheeses 61 lb. at 9d & 3 boxes at 5/6		2.	10.
		To Paste and Shears		9.	15.
		To Sheet Lead		63.	19.
		To 15 Firkins Butter Charged before only half the Allowance		13.	18.
				11,660.	3.
		60 per Cent Allowance per Agreement		696.	"
				18,656.	3.
		To Charges Landing Goods		20.	11.
				1668.	3.

Errors Excepted
Pd. Bryan Scottney Esqr.
Pd. Wm. Thomson Esqr.
Pd. Wm. Thomson Esqr.
Pd. Wm. Thomson Esqr.
Pd. Wm. Thomson Esqr.
Pd. Wm. Thomson Esqr.

Errors Excepted
Wm. Thomson

Dr. Bryan Scottney Esqr. in Account with William Thomson

			£	s.	d.
		Amount Brought Over	11		
1774 October	10.	By 5 Green Cocks & Spouts and Iron Wire Cocks			2. 12. 4.
		By 1 Box Corks charged in Stationary Account			" 5. "
		By Damages and Short Delivery of Paper Looking Glasses	11	6	11. 12. 6.
		By 2 Green Cocks Short Delivered in Cage			2. 5. "
		By allowance for Drawback upon B 28 Ms. Claret at 2			" 3. "
		By allowance for Drawback upon B 28 Ms. Claret at 2			54. 8. "
					1160. 12. 10.
		Ballance due to Mr. Thomson	20	16	4. 8½
			£		20 28. 17. 6½

Dr. Bryan Scottney Esqr. in Account with William Thomson

			£	s.	d.
		Amount Brought Over	11		
1774 October	10.	By 5 Green Cocks & Spouts and Iron Wire Cocks			2. 12. 4.
		By 1 Box Corks charged in Stationary Account			" 5. "
		By Damages and Short Delivery of Paper Looking Glasses	11	6	11. 12. 6.
		By 2 Green Cocks Short Delivered in Cage			2. 5. "
		By allowance for Drawback upon B 28 Ms. Claret at 2			" 3. "
		By allowance for Drawback upon B 28 Ms. Claret at 2			54. 8. "
					1160. 12. 10.
		Ballance due to Mr. Thomson	20	16	4. 8½
			£		20 28. 17. 6½

Errors Excepted
This 25th day of Sept. 1783
John Mengies
Alderman

Errors Excepted
Wm. Thomson

Thomas Jones
Attorney for Complt.

669

Filed 12th Sept. 1730

In the Honble the Mayors Court at Madrasapatanam

Between William Thomson of Fort St George Inhabitant Complainant and Bryan Scallon of the same place Inhabitant Defendant

The Affidavit of William Thomson the above Named Complainant

This Deponent on his Oath and Saith that the above Named Defendant stands justly and Truely Indebted to this Deponent in the Sum of Fourteen Hundred and Nine Pagodas for Cash Lent and Money Received by the Defendant for the use of this Deponent as appears by the Defendants own Bill Obligatory Dated the 22d Novr 1729 and Payable to this Deponent or Order on Demand which Bill this Deponent has Ready to Produce in Court and this Deponent further Saith that the Defendant has not Paid the Principal or Interest due on the said Bill

the Satisfaction of the said Attornies at this Particular Requisition of the said Complainant Although the said Attornies and stated and Declared to be the only Persons who Could or had Right to receive the Balance Due from this Defendant to the said Complainant and this Defendant by way of further Answer to the said Bill of Compt. Absolutely and Positively Denies That this Defendant did ever Attempt or Enter into any Private and Clandestine Negociation with Charles Darke one of the Complainants Attornies or with any other Person or Persons whomsoever with an intent to Injure and Defraud the Complainant as in Scandalously and unjustly Charged in and by the said Complainants Bill of Complaint or that Contrary this Defendant Solemnly Avers to be and will Ever Be ready to prove to the Satisfaction of this Honble Court that the first intercourse this Defendant had with the said Charles Darke was upon the Application of the said Complainant who Requested this Defendant to Recommend to the said Charles Darke the Care of the Ship Bengal and the Right Claim and Property which the said Complainant Appeared and Claimed in the said Ship Bengal and which the said Charles Darke then Owned and Possessed and this Defendant in Consideration of the Friendship which Subsisted between him and the said Complainant and at the Request of the said Complainant did Recommend the said Charles Darke to the said Complainant as a Person to whom he might Safely Address the Strong Recommendations given by the Complainant in favour of the said Charles Darke to this Defendant and this Defendant Believes that this Defendant in Confidence and Trust in the said Charles Darke and the Defendant Believes that from a review of the whole Transaction it will Appear that this Defendant Acted therein as every honest unprejudiced Man would and Ought to have Done this Defendant further saith that it was Recommended upon this Complainant to have Delivered the whole Cargo at Madras and finally to have settled all Accounts with this Defendant before he Left Madras but that was Not done although it was Peremptorily Stated and Charged in the said

said Bill of Complaint for this Defendant at the Instance and Especial Request of the said Complainant and this Voyage before the Cargo was all Delivered and Settled upon the said Charles Darke Home and how the same Completed the said Complainant knowing & Assured this Defendant in the Strongest Manner Possible to Expect that the said Charles Darke was a Man of Honor and Ability Capable of Retaining this Defendant from the Embarrassed Circumstances under which he then Laboured and this Defendant Believed that it was from the Assurances of the Complainant that this Defendant Placed the Confidence in the said Charles Darke who was then and long after Deemed Considered and Taken as and for a Man in full Credit there was also Declared that Acting Attorney of the Complainant William Thomas and as such all Business was Negotiated by him only without the Interference of the other Remaining Attornies Peter Moore M Hurst and Edward Monck but under the foregoing Circumstances and that Declared Confidence which the Complainant Reposed in the said Charles Darke that Right Land this Defendant Never the Intentions of the said Charles Darke will be best Remarked for by those who Know the Mode of Doing Business on this part of the World this Defendant further Answering saith that some Time in the Month of November which was in the Year of Our Lord One Thousand Seven Hundred and Seventy four and whilst the said Charles Darke was in full Credit the said Charles Darke applied to this Defendt for a Bill of Exchange upon Bengal for Twelve Thousand Pagodas and offered his own and three Sufficient Bonds as Security for the Payment this Defendant objected and gave as Reasons for Declining to Draw them by reason of his Own Losses by Sea that Bad Debts and that Remittances from Europe were Uncertain and Precarious but the Complainant and the Objections were removed

by their Strong Perswasions and Assurances of the said Charles Darke who so faithfully Promised and Engaged that the Repayment should be made at such time as that the same should be applied towards the Discharge of the Ballance Due to the said William Thomson the Complainant in full Confidence as aforesaid full Discharge would be soon Obtained by the said Charles Darke of the Trust Reposed in them by the Constituent the Present Complainant this Defendant was Induced to permit the Deposit and Place in the Hands of the said Charles Darke Thomson and to whom the Complainant Confided a Sum of Money more than sufficient to Discharge and Pay off the full Ballance Due to the Complainant at that time for as this Defendant was then Ignorant this Defendant the least Power to doubt but the Money would be Appropriated to that Purpose Especially as the Complainant was then Many who had Recommended the said Charles Darke and given this Defendant the best Assurances of his Integrity and Honour nor was this Confidence of the said Charles Darke at that time for a long time after Suspected or in the least Doubted nor did this or their two Attornies in fact or Endeavour to prevent the said Charles Darke from Acting as Attorney Lawfully Constituted by the said William Thomson for the Charge and Management of their Affairs in India Law and Except Receiving Certain Sums Charged by Letter Regularly and Receipts and Notes under the Hand writing of Charles Darke who was in every and other the Acting Lawfully and customary as is Stated and Charged in the said Bill of Complaint And this Defendant further Answering says He that He was in full Faith and Confidence thereof all Negociations Matters and things between this Defendant and the said Charles Darke were Transacted as the Acting Attorney and Legal Representatives of the said Complainant

Otherwise Notwithstanding the Many abusive Scandalous and unmeaning Insinuations Expressions and Charges to the Contrary made Use of and introduced by the Complainant in the said Bill of Complaint Against this Defendant But as this Defendant Doubts not but this Conduct will be Considered by this Honble Court as he intended it Just and Just the Declines Entering into Recapitulations of Matters and Transactions foreign to the present in Question or the merits of the Cause And this Defendant further Saith that by an Account Current between the said this Defendant and the said Charles Darke Dated the Nineteenth Day of November which was in the Year of Our Lord One Thousand Seven Hundred and Seventy four It will Appear that the the said Charles Darke as the Acting Attorney of the said Complainant gave him the said Complainant Credit for Fourteen Thousand four hundred and fifty two Pagodas Three Fanams and Ninety Cash Current Money of Madras as the full Ballance then Due and Owing this Defendant to the said Complainant and the said Charles Darke stating fully and Clearly Stated his own Account with the said Complainant and Debiting him the said Complainant for that Account and Debiting him for Eight Thousand Three Hundred and Thirty Three Pagodas Nine Fanams and Sixty four Cash as a Corresponding Payment as Supposed to have been the Only Sum for which this Defendant of the then Attornies had ever been given and by such Account the Ballance Declared and Sworn of the Complainant from the said Charles Darke is Seven Thousand Eight Hundred and Eighteen Pagodas Thirty Two Fanams and fifty four Cash Current Money of Madras by such Account Debit and Credit this Defendant further Says that the Sum as paid by this Defendant on Account of the Complainant had been Properly Applied or Accounted for as aforesaid and Effectually

future Claims or Demands upon that Account Either from the Complt or any other Person or Persons whomsoever all which he will Manifestly and at Large Appear by Copies of the said Receipt and Account Current hereunto Annexed Marked Nos 1 and 2 for the Inspection of this Honble Court and which are Prayed by this Defendant to be taken and Admitted as parts and Parcels of this his Plea and Answer the Originals being in this Defendants Possession and Ready to be Produced when Required, and as a further Proof that the said Captain William Thomson the now Complainant was Advised of the foregoing Transactions and Accounts and that he Considered all Fair and Conclusive between him and this Defendant this Defendant Prays further leave of Reference to the Account Current and the Ballance thereof Subscribed by the Complainant & Power Allowed to this Defendant in London a Copy of which Discharge is hereunto Annexed No 2 and before Referred to by this Defendant to be taken as forming this Defendant Credit for the Sum of Twenty Thousand Six hundred and forty Eight Pounds Twenty four Pence and forty five Cash Current Money of Madras together with the Interest of Eight Thousand and three Pounds Fifteen Pence and Sixty five Cash the Exact Sum Stated on the Account Current of the said Charles Darke and Ballance in Favor thereof Twenty Eight Thousand and Ninety Three Pounds Seventeen Pence and Sixty five Cash Current Money of Madras and upon that Account this Defendant Had given Bills of Exchange for Pagodas Three Thousand and Fifty Seven Pence Sterling to his Attorney in Madras as Above Recited and by and between the said Complainant and this Defendant that the said Ballance remaining Ballance that should be Between them upon their Several Views Judicature Wages should be Valued at the Current Exchange Place the Specie upon the Gold and Silver Lascars Account of Customs paid by this Defendant should be Continued as further Confirmed from

the said Complainant Considered the foregoing Transactions Final and Conclusive so far as this Defendant had any Concern but the said Complainant upon his Arrival in Bengal in the Year One Thousand Seven Hundred and Seventy Nine sent an Account Current to this Defendant in which he stated that Ballance due from this Defendant to be Pagodas Three Thousand Star Pagodas and Seven Pence at Exchange nothing less than One Thousand Star Pagodas and drew upon this Defendant for the Amount which Occasioned the Letter before Referred to by this Defendant Copy of which is hereunto Annexed Marked No 3. and also a true Copy of the Complainants Letter to this Defendant is hereunto Annexed for the Inspection of this Honble Court No 4 and which is Prayed by this Defendant to be taken And Received as part of this his Plea and Answer this Defendant further Answering Saith that as a further Proof that the said Complainant Always Deemed Considered and Held the said Charles Darke Responsible to him and not this Defendant the said Complainant Did soon after the Year of Our Lord One Thousand Seven hundred and Seventy Seven give and Grant Certain Bills of Exchange upon or Addressed to the said Charles Darke requiring him to pay the Ballance of this Account stated and before Referred To unto Messrs Peter Redhead and Hamby and for Recovering the Amount of which said Bills of Exchange a Prosecution was Threatened against the said Charles Darke by the Attorneys of the said Complainant And as a further Proof that the foregoing Transactions by and between this Defendant and Charles Darke the Acting Attorney of the said Complainant were Considered Final and Approved of or Assented to by the said Complainant this Defendant Saith that the said Complainant John Maxwell Steward and Attorneys of the said Complainant John Maxwell Steward and Edward Monckton and the Survivor or Executor and Administrator of Charles Darke did as the Legal Representatives of the said Complainant on

on and for his Account Assent unto Sign Seal and Subscribe a Letter of Licence with the other Creditors of the said Charles Darke and in all and every transaction Relative thereto and at all meetings of the Creditors of the said Charles Darke the Attornies or Representatives of William Thomson the new Complainant were Considered as the Legal Representatives of the said William Thomson who laid his Claim to the said Estate as a Just Creditor of the said Charles Darke Nor did this Defendant at any time make any Claim or pretention Either in his Own Person or by any other Person or Persons whomsoever to the said Estate of the said Charles Darke which Certainly he this Defendant would have done had he this Defendant Conceived any doubt that the foregoing Transactions had been irregular or insufficient to Exonerate Acquit and Discharge this Defendant from all Claims or Demands on the Part of the Complainant for ever this Defendt further begs leave to observe that the different Claims made upon the said Charles Darke by the Attornies or Representatives of the said Complainant from the first Day of April which was in the Year of Our Lord One Thousand Seven hundred and Seventy Seven to the Twenty Second day of July One Thousand Seven hundred and Eighty two when Certain Agreements were Entered into and Signed by the Attorney of the said William Thomson to Accept and take his the said Charles Darkes Bonds Payable in three four five and Six Years in Equal Payments With Interest at and after the Rate of Eight per Cent per Annum for the Ballance due and Owing for the aforestated Matters and things which this Defendant Presumes and doubts not will Appear full and Sufficient to Releaze Acquit Exonerate and for ever discharge this Defendant from the Several Claims injuriously unjustly and unfairly Charged Against and made upon him this Defendant by the said Complainant in and by his said Bill of Complaint and

this

this Defendant Absolutely denies all and all Manner of unlawful Combination and Confedracy wherewith he is Charged, without that that there is any other matter Cause or thing in the Complainants said Bill of Complaint Contained Material or Effectual in the Law for him this Defendant to Plead or make Answer unto that is not hereby well and Sufficiently Pleaded unto, Answered, Avoided traversed or devied, is true, to the knowledge and belief of this Defendant

All which Matters and things this Defendant is Ready and Willing to aver Maintain and prove as this Honble Court shall direct, and humbly Prays to be hence dismissed with the reasonable Costs and Charges in the Law in this behalf most wrongfully Sustained and that the Complainant may be Adjudged to Pay Examplary Costs for his Oppresive and unjust Conduct in this Suit

B. [illegible]

Sworn to before me this 19th day of January 1784

John Menzies
Mayor

Edward Ellis
Attorney for the Defendt

(616)

N°. I.

Dr Bryan Scottney Esqr in Account with William Thomson and John Bally C^r

1774			£	s.	d.	Pags.	f.	c.	1774			£	s.	d.	Pags.	f.	c.
Oct^r	11th	To Balance as per Account of this date				22950	27	65	Dec^r		By Cash to Francis Lourdan Esqr				6002	3	"
		To 12 Cases Pickles Mitted in the above Acct Cost at £2.19 per Case	35	8	"						By Mistake in Cherry & Raspberry Brandy Account	24	5	"			
		To 6 Casks Porter D^o delivered on Board the Alexander	17	1	3½						By 1 Bulgar Tride	"	5	6			
		To 6 Casks of Pickles and 6 Casks Lace delivered on board the Alexander	12	18	"						By 1 Spare	1	4	"			
			65	15	3½							25	14	6			
		60 per Cent upon D^o	39	8	"						By 60 per Cent upon D^o	15	8	8			
			105	1	3½	262	27	20			By 60 per Cent upon £140.12.10 Amt the Cost & Sundrys Acct^s as p Contra	84	7	4			
											By 60 per Cent upon £10.9 Amt the D^o in John Bally's Account	8	1	"			
												133	11	11	334	"	"
											By Balance Remaining to William Thomson and John Bally				16877	9	65
		Star Pagodas				23213	12	65			Star Pagodas				23213	12	65

Fort St. George 10th April 1775

True Copy
Edward Ellis
Attorney for the Defendant

Pallicherry 10th April 1775
Errors Excepted
Wm Thomson
J. Bally

N°. II.

Dr Bryan Scottney Esqr in Account with ..... William Thomson C^r

			Pags.	f.	c.	1775				Pags.	f.	c.
20	11th	To Balance of Account Current transmitted from Pallicherry to Madras	16877	9	65	July 9th		By Cash paid by him to Messrs Stevenson Monckton and Darke Esq^rs	13682	4	45
		To Interest on 22950.27.65 for one Month from the 11th Octr 1774 to the 11th Novr being the Balance of the Original Acct Current to that Date @ 8 p Cent p Annum	153	"	"			By Cash paid D^o on Account of Interest	803	26	65
		To Interest upon the 11th Novr 1774 to 9th July 1775 upon 16877.9.65 237 Days at 8 p Cent p Annum	876	"	"			By Balance Remaining due to the Honble Thomson	4099	21	35
		To Interest upon Pags 23213.27.20 from 9th July 1775 to 9th Jany 1782 2 Years at 8 p Cent p Annum being the Balance of Account Remaining unpaid since 9th July 1775	6145	21	"						
		Pagodas	12534	30	65			Pagodas	12534	30	65

London

True Copy
Edward Ellis
Attorney for the Defendant

(619)

N°. I.

Dr. Bryan Scottney Esqr. in Account with William Thomson and John Bally Cr.

1774			£	s.	d.	Pags.	f.	c.	1774			£	s.	d.	Pags.	f.	c.
Octr.	11th	To Balance of an Account of this date				22250	27	20	Decr.		By Cash Pd. Francis Saunders Esqr.				6002	3	"
		To 12 Cases Pickles Mislaid in the above Acct. at £2.19. per Case	35	8	"						By Mistake in Cherry & Raspberry Brandy Account	24	5	"			
		To 6 Casks Porter D°. delivered on Board the Alexander	17	1	2½						By 1 Bulgar Tride	"	5	6			
		To 6 Casks of Pitts and 6 Casks Jars delivered on board the Alexander	12	18	"						By 1 Spaan	1	4	"			
			65	13	2½							25	14	6			
		60 per Cent upon D°.	39	8	"						By 60 per Cent upon D°.	15	8	8			
			105	1	2½	262	27	20			By 60 per Cent upon £160.12.10 Amt. Bills Credit'd Sundrys Pr. Statement Acct.	84	7	9			
											By 60 per Cent upon £10.9. Amt. Bills D°. in John Bally's Account	8	1	"			
												193	11	11	334	"	"
											By Balance Remaining to William Thomson and John Bally				16877	9	65
						Star Pagodas	22213	12	65						Star Pagodas	22213	12	65

Fort St. George 10th April 1775

Errors Excepted

Wm. Thomson

J. Bally

Fort St. George 10th April 1775

Errors Excepted

Wm. Thomson

J. Bally

N°. II.

Dr. Bryan Scottney Esqr. in Account with ..... William Thomson Cr.

			Pags.	f.	c.	1775					£	s.	d.	Pags.	f.	c.
1775	11th	To Balance of an Account Current transmitted from Fort St. George to Madras	16877	9	65	July	9th		By Cash paid by him to Messrs. Stonor Monckton and Darke Esqrs.		1366	24	45			
		To Interest on 22250.27.65. for one Month from 11th Octr. 1774 to 11th Novr. being the Balance of the Original Acct. Current to that date @ 8 p Cent p Annum	153	"	"				By Cash paid D°. on Account of Interest		803	26	65			
		To Interest on 16877.9.65 23½ days at 8 p Cent p Annum from 11th Novr. 1774 to 9th July 1775	876	"	"				Balance Remaining due to Wm. Thomson		4099	21	35			
		To Interest on Pags. 3228.27.20 from 9th July 1775 to 11th Jany. 1776 2½ Years at 8 p Cent p Annum being the balance of Account Remaining unpaid since 9th July 1775	645	21	"											
			Pagodas	18551	30	65								Pagodas	18551	30	65

Fort St. George 10th April 1775

Errors Excepted

Wm. Thomson

J. Bally

London

Errors Excepted

Wm. Thomson

J. Bally

(620)

London July 9th 1777. **No. III.**

Received of Bryan Scotney Esqr. three Bills, of the same Tenor, and Date, on his Attornies at Madras for three Thousand Star Pagodas which I do Acknowledge to be in part of the Ballance of his Account due to me

(Signed) Willm. Thomson

A true Copy

Edward Ellis
Atty. for the Defendant

No. IV.

London July 9th 1777

Whereas Mr. Bryan Scottney represents to me, that the Gold and Silver lace, which I sold him with my Investment on my last Voyage to India was Damaged I do hereby Promise to bear an equal Proportion with Mr. Scottney of the Loss that may Appear to arise on the said Gold and Silver Lace when we Arrive at Madras

(Signed) Wm. Thomson

A true Copy

Edward Ellis
Attorney for the Defendt.

N. V.

Fort St. George 25th July 1779

Dear Sir

I was concerned to be under the Necessity of not paying Your Draft by Captain Montgomery, as it was for a larger Sum than I thought myself Indebted to You. When I was in England You agreed (as indeed You ought) to bear one half the loss on the Damaged Lace I gave You for Your Perusal the several Accounts and Papers sent me from B

and in Your Note to me of the 24th June 1777. You allow that the loss was two hundred and thirty Six Pounds and then say You are Witting to deduct One half the above Sum from my Account Current in the Account Current You sent me by Captain Montgomery I am not Credited for any thing like that Sum; therefore, as Captn. Montgomery had no Authority to make Alteration in the Account or in any Respect to indemnify me, I declined paying any Part of Your Draft, because I have Already been too great a Sufferer by the Concern Captn. Dibdin owes me upwards of a Thousand Pagodas, and the Man who purchased the Goods to take to Tritchinopoly before You Sailed from hence, owes me a Considerable Sum I have many Bad Debts in Bengal and Dobbinion the Auctioneer went from Calcutta and left a Large Sum unpaid, for Goods which he Sold and Received the Money for, at Publick Outcry I have in this Place a Chest of Cutlera and at Calcutta a Chest of Saffron unsold besides which many of the Articles Sold lose, and add to this Doctor Anderson who sent the Brocades to Allapabad and Received Ten Thousand Rupees on that Account died Insolvent with great part of Money in his Hands, this being the Case, it would be heard upon me to be still a greater Sufferer, however as I would Stediously avoid Disputes of every kind and be glad to get rid of this most Disagreeable Business I am willing to Accept of Your Draft for Nine hundred Pagodas ten days after sight, Provided its Accompanied with a Receipt in full of all Demands, this Sum I am certain, is more than I owe You, but as there will be no Settling exactly on Account of the Duties and some of the deficiencies I am Willing to lose a few Pagodas more, rather than Keep the Account any Longer open I was in hopes to have Seen You in Madras where We might have talked the Matter over Amicably, but as that is Not the Case, I now only wish You a good Passage and happy Sight of Your Friends to whom give my Compliments and

believe

believe me

To Captn Willm Thomson
Commanding the Ship Calcutta
Canton

Dear Sir
Yours Very Sincerely
B: Scottney

(A true Copy)
Edward Ellis
Attorney for the Defendt

No. VI

Dear Sir

My Account at this Place amounts to Six Thousand and Two Pagodas and three fanams which Sum I have given an Order upon You for to Mr Jourdan, Payable in Two Months from the time of his Presenting You the Account

I should have drawn upon You in the Usual Manner but Mr Jourdans Money here has orders to take a Receipt only for the Quantity of Goods delivered I shall be glad to hear from You by every Opportunity We are all Well on board the Calcutta, and wish You health and Happiness

Negapatnam
26th Octr 1774

I am Dear Sir
Your Most Obedient Sr Ble Servant
Willm Thomson

P.S. I have made a Strict search for Your Account of Sadlery but cann find it

A true Copy
Edward Ellis
Attorney

NVII.

Received August 2d 1775 of Bryan Scotney Esqr Eight Thousand One Hundred and Thirty three Star Pagodas 19 fanams 65 Cash on Account for Captain William Thomson

(Signed)
J. M. Stone
E. Monckton
Chas Darke

A true Copy
Edward Ellis
Atty for the Defendt

Dr. Bryan Scottney Esqr. in Account With Charles Darke Cr.

No. VIII.

1774 October	14th To Captain William Thomson for the Ballance You have agreed to pay to his Attorney	13648	24	45
1775 Novr.	19th To Interest thereon to this Day 1 y. 1 m. 5 ds @ 8 ℘ Cent	1198	1	30
	Pagodas	14846	25	75

Fort St. George 19th November 1775

E. E. Chas. Darke

Capt: Willm. Thomson Cr.

1775 July	9th Received on his Acct. of Mr. Scottney as above	13648	24	45
	Interest thereon from 4th Octr. 1774 8 m. 25 ds @ 8 ℘ Cent	803	36	65
		14452	9	30
	Dr. for Sundry Payments made on C. Thomsons Acct. to 9th July 1775	8133	19	65
	Due to C. Thomson ℘ Balance	6318	31	35

E. E. Chas. Darke

A true Copy

Edward Ellis

Attorney for the Defendt.

1774 Novr.	19th By my Bond to You with 10 ℘ Cent Interest	12000	"	"
1775 May	31st By the Ballance of an Account Current settled with You this Day	1383	7	"
Novr.	19th By Interest on the two Sums above to this day on 1200 Pagr. 1 Year at 10 ℘ Cent 1200 " " 1384 7 5 m. 19 ds at 10 ℘ Cent 64 38 65	1264	38	65
		14648	3	65
	Ditto By Ballance this day in my favor	198	22	10
	Pagodas	14846	25	75

No. IX.

Dear Sir

I am to acquaint You of my Arrival here, on the Sixteenth of last Month I am very Sorry I left England so late in the Season as to prevent my Coming first to Madras I cannot doubt but You have been Much disappointed that Your Furniture did not Arrive at Madras According to Your Expectations It is probable that You have now been under the Necessity of furnishing Your House at Madras without it, if so I shall be Much Obliged to You for Your Directions respecting what I have for You If You are already Supplied with what You want I will if You approve dispose of all Your Furniture here as it is now on board the Calcutta, in a Situation which is very liable to receive Damage the Earliest advice You Can give me upon this Business will be very Necessary otherwise I may Not have time to dispose of it

I know not how my Affairs stand at Present which are in the Hands of Mr. Darke If the balance of my Account is not paid to my Attorneys I presume that Your Interest with Mr. Rumbold will be of infinite Service to me, and I do request You to make Use of that Interest in my Behalf

The Nabob I find has made some Payments on Mr. Darke's Account I trust that Your interposition in my favor will be the Means of Gitting my Account Settled I have every Reason to Expect I shall Come to Madras by the Middle of March where I hope to find You well pray favor me with a Line by the first Post

Calcutta 2d Jany 1779

I remain Dr. Sir
Your Most Obedt. h'ble Servant
Willm. Thomson

A true Copy
Edward Ellis
Atty. for the Defendt.

Filed 20th July 1784

The further Plea and Answer of Bryan Scottney of Fort Saint George Esquire Defendant to the Bill of Complaint of William Thomson Commander of the Ship Calcutta Complainant

The said Defendant for further Satisfaction of this Honble Court, and for Answer unto the fifth Seventh Eighth and Ninth Exceptions taken by the said Complainant to the Insufficiency of the former Plea and Answer of this Defendant, he this Defendant Answereth and Saith that he is Advised that his former Plea and Answer by him put into the Complainants Bill is Good and Sufficient to all the Material Charges thereof therein Contained nevertheless this Defendt. for further Answer to the fifth Exception saith that he doth Acknowledge to have received from the Complainant from Bombay the Letter mentioned by the Complainant in his Bill of Complaint and which Letter is Dated from Bombay the Twelfth Day of June which was in the Year of Our Lord One thousand Seven hundred and Seventy five and the said Letter doth mention that the Complainant had Drawn on his Attornies at Madras in favor of Mr. Hunter for the Ballance Charged to be due to the said Complainant from this Defendant to wit Sixteen thousand Eight hundred and Seventy Seven Pagodas Nine fanams and Sixty five Cash and that the same was intended by the Complainant to have been discharged by this Defendant Paying the Complainants Attornies the said Ballance and in the said Letter it is also declared that if this Defendant refuses to Pay the whole Amount the Complainant would look to him as Answerable for all the Consequences, but this Defendant saith that he had Previously settled the

Said Ballance with Charles Darke the Acting Attorney with the knowledge and Assent of the other two Attornies of the Complainant by Bills on Bengal and other Means which were Considered by the Said Acting Attorney as Satisfactory, this Defendant did not know Nor was he informed of the Protest of the Complainants Bills on his Attornies or of the Consequent Expences as Charged by the Complainant to have Amounted to the Sum of Four hundred and Eighty Nine Pagodas Current Money of Madras — Nor did the said Attornies for the Complainant to Wit Messrs Stone Moncton and Darke or did Either of them Call upon or Require this Defendant to Pay the said Bills of Exchange well knowing as this Defendant has very Reason to Presume that this Defendant had nothing to do therewith And the first this Defendant know thereof was after this Defendants last Return to India when he was informed that the Said Sum of Four hundred and Eighty Nine Pagodas was by the Complainant Charged to Charles Darke the Acting Attorney of the said Complainant as the Person who was held and Considered Answerable for the same — And for further Answer to the Seventh Exception this Defendant saith that the other two Attornies of the Complainant to wit John Maxwell Stone and the Honble Edward Moncton were at Madras, and met together at the House of John Maxwell Stone where they declared that Charles Darke having been the Acting Attorney of the Complainant that they left all to be Settled between him and this Defendant, and this Defendant saith that the whole was settled with the Privity and knowledge of the Said John Maxwell Stone and Edward Moncton and this Defendt Saith that he did Cancell a Bond which the said Charles Darke Owed him for Money Actually Advanced the Amount whereof the

Said Charles Darke Agreed to give this Defendant a Receipt for on Account of the Complainants Demand which Account this Defendant did then and doth now Conceive to be Strictly Just Equitable and in the way of Business because the said Charles Darke having been Entrusted by the Complainant to call this Defendant to Account was in the Eyes of the Complainant of Competent Responsibility to take Charge of the whole of this Defendants Debt, and as this Defendant was bound to Pay the Said Charles Darke as the then Legal Representative of the Complainant it was in the Option of the said Charles Darke to Accept or Refuse the Mode Proposed by this Defendant, and as the same was not Refused this Defendant humbly Conceives the said Settlement or Payment was well and Sufficiently made the more so as the other two Attornies know how it was made and were then and for Months after at Madras, and never made any Objection to the said Mode of Settlement On the Contrary they Permitted this Defendant to quit Madras on his Return to Europe at a time too that this Defendant has a Right to Say the said Attornies would have been inclined to have Prevented this Defendants departure could they have done so legally or at any Rate that they would not have indulged this Defendant to the Prejudice of their Constituent by Permitting him to depart at that time as this Defendant was Charged with Dispatches of Importance which from Political Grounds the said Attornies would have Retarded had it been Possible, and as to any application to the Said John Maxwell Stone and Edward Moncton for their Sanction to the Acts of the said Charles Darke this Defendant knows not thereof other than as above Stated at the House of the said John Maxwell Stone and as to the Date of the said Bond of the said Charles Darke to this Defendant the Date thereof was the Nineteenth Day of November

(1783)

Which was in the Year of Our Lord One Thousand Seven Hundred and Seventy four as Appears by the Account No 8. Annexed to this Defendts further Answer And for further Answer to the Eighth Exception this Defendant further saith that the answer Authorized the said Stephens Popham to Declare to the Complainant that he this Defendant was Indebted to the Complainant in any Particular or Specific Sum, nor did he Authorize the said Stephen Popham to offer the Defendants Bond for any Particular Sum more than what Appears on the Account Current Annexed to this Defendants former Answer, Except as and by way of a Compromise in Order to avoid a Law Suit, for this Defendant in all his Conversations with the said Stephen Popham wherein he talked of Offering a Company's Bond for four Thousand Pagodas or his own Payable at a Distant Day in Order to Recommend at the Same Time Solemnly disavowed any Right or Title being in the Complainant to Claim any other Sum of this Defendant than what is tendered in the former Part of this Defendants Plea and Answer but Observed that he would sooner give that or even a greater Sum than have a Law Suit hanging over his Head for Years When he intended to close all his Accounts and Prepare for his Return to Europe as soon as the Situation of Public Affairs would Enable him so to do And this Defendant also Acknowledgeth to have Observed unto Stephen Popham that an Accommodation would be Attended with this Additional Advantage to both that in Consequence thereof Either the Complainant or this Defendant According as the Accommodation should take Place might have immediate Recourse on the said Charles Darke for the Ballance in Question Whereas it seemed to this Defendant that no Dividend from the said Charles Darke could be Received by Either while the Dispute between the Complainant and this Defendant was Undetermined And further Answer to the Ninth Exception this Defendant said that the Offer made by this Defendant through the Means of William Popham was Made under Long Low Expectations and Fair Hopes that so far as the Effects of this Defendant Coming to the said Stephen Popham To Pay the Sum of Four Thousand Pagodas instead of the Ballance in this Defendants Account Current Annexed to this former Answer for this Defendant Said that he had Reason to this Made use of the offer he had Conferred with the said Charles Darke Respecting the Obligations Himself and he Conceived that he could Procure to this Defendant the Certain Payment of the Ballance Justly Due to the Complainant for which Purpose this Defendant Left Bengal in Order to Procure the Money from the said Charles Darke And this Defendant further Answering Saith that he Conceives that the Complainant and this Defendant was Undetermined to Accept the Offer made by this Defendant through the Means of William Popham as far as the Effects of this Defendant

(701)

former Part of this Answer

All which Matters and Things this Defendant is
ready and willing to Aver maintain and Prove as this Honble
Court shall direct and Humbly Prays to be hence Dismissed with
his reasonable Costs and Charges in this behalf most wrongfully
Sustained

B: Scottney

Edward Ellis
Attorney for the Defendant

Sworn to before me this
19th Day of July 1784

James Call
Senr Alderman of
Madraspatnam

Filed 27th Sept. 1784

The Replication of William Thomson Complainant to the Plea
Answer of Bryan Scottney Defendant

This Replicant Now and at all Time hereafter
Saving and Reserving unto himself all and all manner of Benefit
and Advantage of Exception to the many Errors uncertainties Insufficiencies
and Imperfections in the Defendants Plea and Answer Contained
and for Replication thereunto Saith that he will Aver and prove that
his said Bill of Complaint to be 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 and Answer is Very untrue Evasive and Insufficient in the
Law And for further Replication the said Replicant Saith that
he doth still maintain and hopes in like manner to prove to the

Truly Stand indebted unto him in the Sum of Fourteen Thousand One
Hundred and Nine Pagodas and five Fanams, as the same is stated in the
Account Current Marked A Annexed unto his said Bill of Complaint
Notwithstanding the many evasions used by the Defendant to make
the same otherwise appear. And by way of Replication thereto, this
Replicant Saith that this the Defendants Tender of Payment of the Sum of
Nine Hundred Pagodas made in this the Defendants Letter of the
Twenty fifth day of July One Thousand Seven Hundred and Seventy Nine
With Interest from that date in full of all Demands under the strong
Circumstances which favour his Demand of the full Sum of Fourteen
Thousand One Hundred and Nine Pagodas and five Fanams very
Unreasonable and unjust Nor hath the Defendant Set forth in his
Plea and Answer any Legal or Equitable foundation whereupon the
same can be justly Grounded, Because from the beginning of the
Transactions upon which this Replicants Demand arose until the date
of his present Account Current there is no Objection to the same being
for a legal and honest Consideration by which the Defendant was in
Conscience bound to perform and fulfill the Conditions upon which
only this Replicant gave up his property into the hands of the Defendant
which is Evident from the just Cause of Complaint the same hath against
the Defendant he could and would have delivered up to him, if he could have
forborne or could have hardened his mind to the compunction of those
consequences this failure of the Defendant hath brought his fortunes and
Affairs. For all this it Appears by the Account Current Annexed to
this Replicants Bill of Complaint that the Defendant did at the date
thereof stand justly indebted unto this Replicant in the Sum of
Fourteen Thousand One Hundred and Nine Pagodas and five Fanams
Nevertheless upon a Retrospect to the Narrative Contained in this
Replicants

Rejoinants Bill of Complaint the foundation of the said Account and Ballance, will Appear to Arise upon a Solemn Agreement and undertaking on the Part of the Defendant for Considerations therein expressed and Declared, the Conditions whereof Is, Will the payment of the Sum of Twenty two Thousand Nine Hundred and Fifty Pagodas Twenty Seven Fanams and forty five Cash Acquired and was to have been made good on the fourteenth Day of November One Thousand Seven Hundred and Seventy four, being thirty Days after the Account Marked D. Annexed to this Rejoinants Bill of Complaint was stated Dated the fourteenth Day of October in the same Year which Condition not having been complied with by the Defendant, hath been the Cause of the present Action against the Defendant. And this Rejoinant Saith That his Right of Action still Remains good Against the Defendant Notwithstanding the Plea he hath made Here to the contrary, and this Rejoinant absolutely denies the truth and justness of the Defendants Plea of Payment, legal Acquittance and Discharge and his aforesaid Tender to be good But this Rejoinant admits that the Account Current N.° 1. Annexed unto the Defendants Answer is just and that the same was transmitted by this Rejoinant to the Defendant from Tellicherry under the said Date of the Twelfth of April One Thousand Seven Hundred and Seventy five, And this Rejoinant did also at the same time inform the Defendant of his intentions to draw upon his Attornies Messrs. Stone Monckton and Drake for the Amount of Sixteen Thousand eight Hundred and Seventy Seven Pagodas Nine Fanams, and Sixty four Cash, being the Ballance of the said Account Current and did at the same time Particularly

inform the Defendant that in case any Delay should be to this Rejoinants Assignment of this Rejoinants Bills of Exchange duly paid, And this Rejoinant Saith That the said Attornies Messrs. Stone Monckton and Drake did also give the same notice and information to the Defendant Which the Defendant well knew and did Absolutely Acknowledge Such notice in Writing as will Appear more fully hereafter. And by Way of further Replication to the Account N.° 2. and said to have been Delivered to the Defendant by John Bally on or about the Month of January One Thousand Seven hundred and Seventy Seven, this Rejoinant Saith That it evidently Appears that the said Account Current if it was given by the said John Bally, that the same was so given under a wrong impression, which the said John Bally cannot have received from the Defendants Assurances of the said Account so known But being right because it evidently Appears that the whole proceedings that this Rejoinant sought to have Received the full Amount of this Ballance due by the Defendant long before this Account is pretended to have been given, and it is also equally evident that he could only Receive it By the payment thereof by the Defendant the Sum total to his Attornies, The last of which is Clear to Wit That of the Defendant having Paid or caused to be paid to his Defendants Attornies such Ballance Which he could Receive Either by this Rejoinant from the Assurance of the Defendant, or the Defendant must certainly be informed Whether the Sum of Fifteen Thousand Six Hundred and forty eight Pagodas Twenty four fanams and forty five Cash had or had Not been paid by him to Messrs. Stone Monckton and Drake and it was from this belief this Rejoinant had in the most unalterable and Just Full Assurances of the Defendant that such Credit was given in that particular Manner Relative to this Rejoinants Drafts and that

and forty five Pounds, and under that Warrant he did Reimburse himself the same, and
layd out the property in such Manner as he should deem most expedient
and advent agreeable to his affairs, and that such his intentions were
well known to and Acknowledged by this Defendant, this Replicant
Prays to Annex hereunto a Copy of an Original Letter in the Defendts
own hand Writing dated the Twenty fifth Day of this following
Month May marked C for the Inspection of this Honble Court
Which this Replicant prays may be Admitted as further part of
this his Replication, which Letter strongly evidences that there was
a general Communication had between this Defendant and the whole
of this Complainants Attorneys of this Replicant, Notwithstanding the said Letter
Dated by this Defendant was solely Addressed to the said Charles
Darke, the purport of the said Letter relating entirely to the subject of
this Replicant getting his Money Out of this Defendants hands, and
the Impropriety of employing the same, consequently any steps or Acts
done or taken by this Defendant to defeat the Views of this Replicant
by Arbitrage otherwise than According to his Agreement with this
Replicant, to the performance of which he was so often and frequen
tly urged, cannot with any Degree of justice or reason be held Binding
upon this Replicant, and particularly as the injury Attending a
Partial Liquidation with Views of this Replicants Attorneys, must and
Clearly was evident and glaring and directly contrary to the consent of the
other Attorneys Mr Rose and Mr Manchester and further more
as the said mode of Liquidation, was then had at the very time Commenced
of all this Replicants Attorneys could not from the Nature of the
Circumstance existing and their Knowledge and the Knowledge of
this Defendant, be sufficient to acquit and discharge this Defendant
from his personal Obligations to this Replicant, Nor is the said mode

of Liquidating the said Accounts between them Adopted by this Defendant
against fair Moral and strong Remonstrance of this Defendants Agent to him this
Replicant, and whether this Defendant may be right or otherwise in this
Assertion that he never Advertised nor entered into any Clandestine Negotiation with
the said Charles Darke, it never the less is evident that they had private
Negotiations respecting the same which can only be Accounted for by the
Mere Attorneys Refusing to join with the said Charles Darke in the
Proposals made by this Defendant, and whether this Defendant Acted or
Not do the same with an Intent to injure and Deceive this Replicant
this Defendants Conduct in this respect has the had every effect of a Design
to injure and Ruin, as it has but too evidently from that time been the Case of this Proceedings, and
by way of further this Replication this Replicant Avers that the said Charles Darke Shortly
before the said mentioned Time in the said Charles Darke Shortly before the Evidence
whether of this other two Attorneys, and this Replicant denies that this
Defendant could be induced by any such to Pay at the Instance of this Confi
dence to confide and Trust in the said Charles Darke in the Embargo at
Bayonne Rather that this Defendant Reposed any Confidence in him
And by way of further Replication this Replicant Saith that this Defendt
being in this Manner before Settled and Possessed of this Replicants
instructions of drawing his Money the Ballance he had in this Defendants
hands, and this Replicant having also himself given this Defendant that
intimation by Letter and Request from Lillebourg under that Date
of the Tenth Day of April 1793 can hardly be accounted for that this
Defendant should delay the payment of this Debt to this Replicant
Which fell Due on the fourteenth Day of November One Thousand Seven
Hundred and Seventy four, until the Month of July following
and then only pay the same by the Transfer of a Debt then not Due from
One of this Replicants Attorneys, without the Assent of the other two for
Notwithstanding

Notwithstanding the Sum of Eight Thousand One hundred and thirty three Pagodas Nineteen Fanams and Sixty five Cash, is credited by this Reply[illegible] as having been Received from the Defendant the said Sum of Eight Thousand One Hundred and thirty three Pagodas Nineteen Fanams and Sixty five Cash, was paid into the hands of the Late other Attorneys by Charles Darke on this Reply[illegible]'s Account, and the Defendant did then very Particularly Require a joint Receipt from all three of the Attorneys, but they the said other two Attorneys did Refuse to join in a similar Receipt for the Remaining Ballance which Circumstances are true as now they Severally and Together Confess and this Defendants Narrative, by which it Appears that there was some other Cause Transpired between this Defendant and the said Charles Darke long previous to the Date of the Month Day of July One Thousand Seven Hundred and Seventy five Notwithstanding that Date is Made Mention of in this Liquidation of this Reply[illegible]'s Account by which this Reply[illegible] that then Account and now remains so great a Suffering, and is Accounted for this Defendant in the following Words that Sometime in the Month of November One Thousand Seven Hundred and Seventy four the said Charles Darke applied to this Defendant for a Bill of Exchange for Twelve Thousand Pagodas, and offered Two or three Valuable Bonds, to which this Defendant Objected by Reason that this Defendant ought then by great Part of his power to pay the Ballance Due at that time on Account of this Reply[illegible], which Objection he the said Charles Darke was over ruled by the Strong promises and Assurances of the said Charles Darke, who Faithfully promised that the Repayment should be made either then or that the same should be Applied Towards the Discharge of the Ballance due to this Reply[illegible] this Reply[illegible] prays to Observe that it is Extraordinary that this Defendant

Should in this Manner Lend unto the said Charles Darke on the Ninth day of November a Sum of Money which was nearly Sufficient to pay this Reply[illegible] the Ballance which was due to this Reply[illegible] on the Fourteenth of the said Month under that Assurance of Repayment being made in that manner according to this Defendants own showing the said money was Lent to the said Charles Darke upon his own Bond to this Defendant payable in Nine Months which would Clearly expire the Fourteenth of August One Thousand Seven Hundred and Seventy four consequently an Impossibility for this Defendant to make good the Repayment of the Ballance owing to this Reply[illegible] Nay this Reply[illegible] prays to Observe that the agreement which this Defendant made with the said Charles Darke at that Interval of Saying the said Sum to him this Defendant that the same should be applied towards the discharge of this Ballance due to this Reply[illegible], was very Illegal and Improper, and Evinces that at this time Defendant Reposed this Pitiable Security offered, that he took an advantage which he Strongly way certain, To Wit that he should be then bigoted by the said Charles Darke or get Related from this Debt thrown to this Reply[illegible], all which Duress done without this Reply[illegible]'s known Privity Consent or Knowledge of the other two Attorneys and this Reply[illegible] saith that the said Transaction and proceedings and the Law be binding upon this Reply[illegible], Much Less under the Circumstances Aforementioned there are this Reply[illegible]'s Sons, one of whom is now in this Reply[illegible] Service, and this Reply[illegible] is Satisfied, Ostensibly to Shut this Defendant's Mouth Shame Confusion by the Failure of the said Charles Darke instead of Performing the Duty he Owed this Reply[illegible] Most Unwarrantable for that Event to have the Assistance of Counsel He Does advised upon your own Expence which he did and Dependently of having the Advice of these other Attorneys, This Defendant Says that the other two Attorneys Did and Endeavour by every Legal

Said Charles Darke from acting as if he was the Only person Constituted by the said William Thyson this Regnt for the Charge and Management of his affairs in India, save and except Considering the circumstances When they signed Jointly One Receipt Which Receipt this Regnt further Saith is for the aforesaid Sum of Eight Thousand One Hundred and Thirty three Pagodas Nineteen Fanams and Sixty five Cash, And was the only Sum which this Regnt had reason to expect had been Paid on Account of the Ballance at that time due to him by the Defendant And Under which belief he was led by the Assurances Contained in a Letter transmitted to this Regnt by the said Charles Darke, under the Date of the fifteenth day of October One Thousand Seven Hundred and Seventy four wherein the said Charles Darke mentioned that only Eight Thousand One Hundred and Thirty three Pagodas Nineteen Fanams and Sixty five Cash had been paid for which Mr Stone Mr Monckton and himself had given a Receipt on this Regnts Account, The Remainder whereof the said Charles Darke promised to pay before the January Despatches but not Limiting himself as sole acting Attorney, but in the following Words engaging that it shall be received by us Your Attorneys and sent home to this Regnt Their Copy of which Letter and relates to the Matters and questions this Regnt craves to annex hereunto Marked D. for the Inspection of this Honble Court to which this Regnt prays may be Admitted as further part of this his Replication by which Letter this Regnt could have no Idea of the said Charles Darke being his Debtor but that the said Defendant Was as he answers, and could not have any conception that the Defendant and said Charles Darke intended from the Nineteenth day of November following the close of the Defendants Account in such

Such a Manner as to make this Regnt and the Executor of Charles Darke Whether or not Such Payment Illegal and unwarrantable, more especially as the said Dealings was privately undertaken after the other two Attorneys had refused Doing their consent to the mode of settlement, And even so and under so many Circumstances unusual and ineffectual and unheard of Without any real Appearance or consideration on either side, therefore this Regnt Saith that the said Charles Darke having given the Defendt Regnt Credit for Fourteen Thousand four Hundred and Fifty two Pagodas Nine Fanams and Ninety Cash as the Ballance then pretended to be due on the said Fourteenth day of November One Thousand Seven Hundred and Seventy five, is insufficient to discharge the Defendant from this Obligation duly and formally entered into in Writing, Being a Maxim in the Law that a Contract shall Never be dissolved but By a Matter of as high a Nature And this Regnt further Saith that the Account Current Annexed unto the Defendants Answer No 2 is no proof of the Knowledge or Consent of this Regnt Except Suing of the said Charles Darke as his Debtor, the said Account Having been sketched off by the said Lewis Bazley in England upon the Grounds of the said Charles Darkes aforementioned Letter of the Twenty fifth October One Thousand Seven Hundred and Seventy five as between the said Charles Drake Against this Regnt and Saith that the Remainder of the Money that is of Fourteen Thousand Six Hundred and Forty eight Pagodas Twenty four Fanams and Forty five Cash claimed to be Received by us this Regnts Attorneys and sent Home on the January following, upon which pretending that the Account Current Annexed to by the Defendant was drawn out and Settled between the said Charles Darke and this Regnt, but with this Regnt and all Persons of his and this Regnts Attorneys, which this Regnt would and Never Consent should be the Said

Said Charles Darke the only Responsible and confidential person in the Business, and the said Account even if it had been signed, would Not have availed the Defendant of the Advantage he wishes to derive pursuant for the aforegoing reasons. And this Replicant saith that he Admits that the Sum July One Thousand Seven Hundred and Seventy Seven drew upon this Attorneys Messrs Thomas Hanchett and Darke for the Sum of Eight Thousand five Hundred and Sixty Nine Pagodas Thirteen Fanams and forty five Cash, being the Balance of said Account Current the this Replicant owed to this said Attorneys under the same date, And he humbly hopes he is properly debited all this Attorneys and not the said Charles Darke, as may appear by the said Bills of Exchange and Account Current ready to be proved and produced if required, and Not to say to do, but not that he once upon the said Charles Darke himself, which he submits if he had could be no means have induced the Defendant for many Circumstances arising from the Nature and Equity of the Case, and as further this Replication this Replicant says that however the said Attorneys might not regard the said transaction between the said Charles Darke and the Defendant, nor Act of the said Attorneys or either of them could Justify or legalize one that was so clearly and evidently illegal in the beginning, nor could any Act by them under the present circumstances of the case appear as a Release to the Defendant, sufficient to exonerate him from his Original Agreement with this Replicant, Therefore One of this Attorneys Do Visit Robert Maxwell Stone signing of the said Charles Darke's Letters of Licence for One Thousand Seven Hundred and Seventy Seven, is by no means a Sufficient Act for that purpose, and the Same to be particularly cautious in that Respect by Adding to his

Own Name for himself and as far as he is authorized so to do for Capt. Thomas Thomson. And this is very unfair in the Complainant to urge that these discharged from this Debt to this Replicant by the Act of Bankruptcy of the said Charles Darke, and by the Deed or Letter of Licence signed by Order of this Replicants Attorneys, Payment of the Remaining Ballance having been paid by the Trustees under the said Act, for which of Reason had this Replicant reason to Not have Operated as a discharge of the Remainder, but Same would Not have Operated as a discharge of the Remainder, but Only as a Credit for so much Received and Account of the said Defendant by which he would have had all the Advantage that he had Right or Can and be expected from his Creditor Charles Darke, who in the Aforesaid Degree was only a trustee Appointed by this Defendant for the Payment of this Money, or to do so this Defendant is just, what he this Defendant Was himself bound to do. Consequently a failure in the said Charles Darke was a failure in this Defendant, and this whole Transaction between these parties Charles Darke and this Defendant cannot in Law or Equity bear any other interpretation even in the Most favourable Respect of View than that in which this Defendant has stood exposed by place the said Matter and the Signature of the Attorney to this Replicant in no more Valid Act and that by the said Letter Never this being upon the self same foundation

And this Replicant further saith that the Several Acts done by his Attorneys and by himself in which have a View and Appearance of an Amicable Settlement of Disputes between the said Charles Darke and this Replicant but in reality much for the Defendants benefit as he this Defendant Could Have wished or Asked if he had Backed in the Business for himself as he this Defendant by his Silence upon the Subject Allowed and Admitted, and as he this Replicant Particularly Could Only by this Legal Evidence because I doth not appear

Appear that their so Acting was in Consideration of any Release or
discharge given by this Repliant or by his Attorneys in that manner
as could Operate as a Release, And therefore the Defendant now availing
himself of such inclination to receive his Money whether from the said
Charles Darke or the Defendant is very unfair and illegal because this
Repliant saith, that the Debt due by Charles Darke to the Defendant
Cannot in any Operation of the Law be fixed upon this Repliant, as
this Repliant hath before observed: And by way of Replication to the Defend.t
further Plea and Answer, this Repliant saith that the Admission of the
Receipt of the Letter of the Twelfth of June One Thousand Seven hundred
and Seventy five, whereto the Defendant was interrogated, but did
Not Answer to in his former Plea and Answer, shews that this Repli-
ant was uniform and unvaried in his instructions to his Attorne-
ys and in his Advices to the Defendant of drawing the Ballance
Out of his hands, which ought to have made the Defendant cautious
and Particular in seconding them According to his Obligation to
do so And in Order to shew that this Repliant did write to the
Same purpose to his Attorneys this Repliant prays to Annex
hereunto Copy thereof also dated the twelfth day of June One
Thousand Seven hundred and Seventy five Marked E for the
Inspection of this Honble Court, which this Repliant prays may be
Admitted as further part of this his Replication, and the Defendant
wading the effect and force of the said Letter by Alledging that he
had previous to the Receipt thereof settled the Ballance of his
Account Current with this Repliant, with the said Charles
Darke, with the knowledge and consent of the other two Attorneys
is equally insufficient to Answer the design proposed by the
Defendant, this Repliant dast also absolutely deny that the said

Settl

Settlement took place with the consent of the other two Attorneys, and
this Repliant saith that altho' the Defendant might not be acquainted of
the protests of this Repliant's Bill of Exchange, he was very well informed
of their having been drawn, as well as that it was the intention of this
Repliant to draw the said Bills, and by way of further Replication this
Repliant saith, that he absolutely denieth that the said John Max-
well Stone or Edward Monckton did consent, at the Alledged
Meeting at the House of John Maxwell Stone to relinquish their
Authority, as this Repliant's Attorneys in the Manner mentioned
by the Defendant, but on the contrary that they did then sign the Receipt
for the Sum of Eight Thousand One Hundred and thirty three Pagodas
Nineteen fanams and Sixty five Cash jointly with the said Charles
Darke, and would then have also given Receipts for the remaining
Ballance, if the Defendant would have then or at any other time
after have paid it, but they absolutely refused to join in a Receipt for the
Remainder, as was proposed between the Defendant and the said
Charles Darke, and whether the Defendant did or did not cancell a
Bond from the said Charles Darke agreed to give him the Defendant
a Receipt on Account of this Repliant's demand, cannot justify the
Defendant in detaining this Repliant's property, the Defendant
being no more justified in seeking this mode of paying off his Debt
to this Repliant, than the said Charles Darke was to accede to it, And
this Repliant will maintain and prove that the Defendant did
affer thro' the Means of the said Mr. Stephen Popham his Bond for
half of the Ballance of the Account Current annexed unto this Repli-
ant's Bill of Complaint, and to join him this Repliant in an
Action against the said Charles Darke, And this Repliant will also

Prove

Prove that he upon this Replicant Rejecting the said Proposal of the Defendt
that he the Defendant afterwards by the means of Mr. William Rose
Proposed to give him the Defendants own Bond for the full Ballance
of this Replicants said Account Current provided that this Replicant
would give him the Defendant two Years to discharge the Same And
this Replicant Saith that altho the Defendant hath vouched fully answered
unto his this Replicants Interrogatories respecting the said proposals
Nevertheless the Acknowledgment of Part is an evasion and which Ought to force him
the belief of the whole being true as charged by this Replicant in his
Bill of Complaint, because it appeareth that the Defendant had taken
Measures, and this Replicant doth fully believe that the Defendant
is now in Possession of the means of securing himself in the event
of the Decree of this Hon.ble Court being against him by Sums of
Money and Securities he hath in his hands belonging to the said
Charles Darke, and of Course this Litigating the present just Demand,
Made by him this Replicant can be meerly for the sake of
Swaggering and Vexing this Replicant, as in any Event, the Defendant
can be no Loser, all that it is and this Replicant is certain that the
Defendant hath in this manner endeavored to secure himself with
the said Charles Darke, who was and is the only Person unto whom the
Defendant can and ought to consistent with the Law Equity or reason
to adjust himself with in this Respect, And in the like manner
as the Defendant remains still bound to this Replicant for the
Amount of the Debt owing him by the Defendant, who Notwithstanding
all this Agreement, And Quietness of the said matter having been
Liquidated between them upon a fair and Just Score Likewise this
Replicant saith that it is impossible for the Defendant by any Law
or Custom or from the most Strained Cases in Equity that a Debt so
Solemnly entered into and committed to writing under hand and

Seal was ever extinguished by a Set off of a Debt due by a third Person and
and especially a Debt due by the persons who entered into and Executed
Conjunctively only was authorized to receive it, And this Replicant
doubts Not but that the said unbiased & impartial extinguishing a Debt
will be found equally incompatable with the Rules and Customs of
business of Law or Equity, and that the Defendants Claim of the said Debt
off of the said Charles Darkes Debt to him as against this Defendant Debt
due to this Replicant will Not avail Them to bar this Replicants just
Demand nor be allowed as just Evidence at the hearing of this Cause and
the said Pleas being thus found Deficient Grounds originally insufficient
and Illegal nor Subsequent Allegations that found to stand on legal ye
and Illegal nor Subsequent Allegations that found to stand on legal ye
this same, but the whole Examined with Subsequent Set Forth and Answ.
Set Forth and the matters between this Replicant and the Defendant
brought back to the Original State they were in, And from which they
have never legally varied, Notwithstanding the endeavours that hath been
given them to shew them otherwise, Which with the Exceptions being
Granted this Replicant conceives that the Charge of the said Five Hundred
and Eighty Nine Pagodas for the Difference of Exchange on the Remand
Sum Five Hundred and Seven Pagodas Thirty One Fanams and forty five
Cash, the Amount of Defence upon Bills drawn upon this Replicant
Attorneys upon full Consideration of this Defendant having paid them
the full Amount of this Ballance Due to this Replicant, According to
the frequent Notices and Cautions to the Defendant to do, and Discharge
this Defendant not having Reasons not only this Occasion of the said
Loss and Difference, but also of this present Action now before this
Hon.ble Court, that this Defendant by his said Default and Breach
of this Agreement is bound to make good to this Replicant And to do
any other Matter or Thing on this Defendants Plea and Answer wherein
this Replicant hath and Particularly Replied this Replicant Saith that

that

that the same is untrue and insufficient for him to Reply unto

All which Matters and things Ryghtiant is ready and Willing to aver maintain and prove as this Honble Court shall direct and Most Prays aid and by his said Bill of Complaint he hath already Prayed

H^y Dil Pym
Attorney for the Ryghtiant

A

To Messrs Stone Monckton and Darke Esq^rs

Gentlemen

The Balance of my Account with Mr Scattergy
Merchant of Madrass was Twenty two Thousand Nine hundred
and fifty Pagodas Twenty One fanams and Twenty four Cash in my
favour from Him & there will be a Demand upon him in my
Account for Six Thousand and two Pagodas and three fanams
which You are Hereby desired to give him Credit for upon his producing
a Receipt upon that Account which will be Examined & Discounted
Mr Lowndes Attorney here would not take Bills for the
Amount upon Mr Scattergy as he was Directed to take a Receipt only
for the quantity of Goods delivered him.

When this Account is settled the Balance Remaining due
to me will be Sixteen Thousand Nine hundred and Forty Eight
Pagodas Eighteen fanams and Twenty four Cash, which I Request
of You punctually paid Your Attorney Account without the space of
Two Months from the time of my leaving Madrass this Balance
Request You to remit Home at Bombay by the Very first Opportunity

The mode of Remittance I must leave entirely to You, and shall rest
Myself Assured that You will adopt every method in Your Power
for my Advantage

My agreement with Mr Scattergy &c^a a counterpart of
which is left in Your hands, Particularly specifies that the amount
of my Investment with Him Premium upon it shall be paid to me in
Thirty days after the delivery of the Goods I have Accordingly allowed
a Discount at the Rate of Eight p^r Cent p^r Annum for one Month
upon the said Amount for which I beg leave to Refer You to the
Account Current Whatever summ or summs of Money Mr Scattergy
shall pay You after my leaving Madrass he will allow Interest
upon, at the above mentioned Rate to be Reckoned from the Date of the
Account Current Annexed is a Copy of the Account of Goods Received
here I beg to hear from You by every Opportunity, if it is possible
should Be glad of a Line at Anjengo

I am Gentlemen
With Much Esteem
Your Most Obed^t humble Servant
Wm Thomson

Nagapatam
26th Octr 1774

Received of Saunders Esqr &c^a &c^a &c^a
221. 556

624 Canisters of Sugar Weighing Gross			
Tare of 114 Small Canisters 2 lb each	28. 50.		
Do of 510 large — Do — 30 lb	15. 300.		18. 150
		Net lb	203. 406
20	Candy lb		
At 580 lb the Candy is	23. 266	Pagodas	591. 32
At 15 Pags p^r Candy is			70. 11.
Coolys and other Expences			7. 31.
		Pagodas	669. 30.

E E

true Copy
H^y Dil Pym
Attorney Complainant

720

B

To Messrs Steuart Monckton and Darke Esqrs

Gentlemen

I have enclosed You a Copy of my account with Mr Scattery as it stands at Present with every allowance I can possibly make him I have written to him fully respecting every objection that he has made to my Account and have made it out Accordingly With regard to the Gold and Silver Lace which Mr Darke writes me he returned I must declare myself free from every expression or Idea Attending it, as it was delivered on board the Alexander Capt. Scott on good order and examined on board the Calcutta before it went, by three Navy officers who will make a proper Attestation of it, which shall be transmitted To You by the next conveyance to Madras. Therefore I request that Whatever orders Mr Darke may have given about it may be either countermanded, or remain for the Account of Mr Scattery, as I can have no sort of concern in the disposal of it, whether it is damaged or not. Mr Darke tells me that the damaged Lace was by the Declaration of Mr Scattery's Attorney at Bengal and Capt. Thomson the Owner I have been Misinformed as Capt. Scott is now here and protests that he never heard of any Damage Done to it on my Account but that he was informed of it at Madras by Mr Scattery

The Balance of the enclosed Account being sixteen Thousand eight hundred and Twenty seven Pagodas nine Fanams and Sixty five Cash, I will draw upon You for after Allowing for any Account of Risk with Mr Monckton from whom I have not as Yet received any Invoice Money stay at Bombay will Probably be till the Middle of July, I hope to hear from You before I leave that place

You will find by the first Account Current with Mr Scattery that I have Allowed him a discount of Eight per Cent for One Month, the time limitted by the Original Agreement for Payment for the whole of the Goods delivered he will therefore be Accountable to You for Interest at the same rate upon the Balance for the time that it remains in his hands after the date of the said Account, which I believe Mr Scattery will think but Reasonable although he seems to intimate to the Contrary

I am with the utmost
Gentlemen
Your Most Obedt Servant
Wm Thomson

Fellicherry
10th April 1775

True Copy
Hy Dundas
Attorney for the Company

720

C.

May 25th 1775

Dear Sir

When You Wrote to Captain Thomson for which I must Remember my Dear Sir, being apprehensive that he may leave India without knowing my Resolution Relative to your Affairs I Beg you will Acquaint him that I am willing to leave the Dispute concerning the Lace to Arbitration, or to wave the Dispute concerning the Lace to Arbitration, or to wave it and Determined not to pay him a Farthing on that Account without the Lace Alleged to me and I must Request You to remind him of the Conditions of Some of the Same Lace that was one Piece of this Cargo before the Calcutta Made

Made what Shee Passage to Madrass; I must also Request You to
Let him know that, I will not pay him for any Deficiencies as the
Injury in what he Has the Goods were Received made it impossible to take a
Regular Acct. of them, for which reason, I requested Capt.n Thomson
To leave His Purser behind, which he at one time consented to, but
afterwards excused himself telling me that You would settle every
thing to my Satisfaction, this latter Circumstance I imagine, You
are acquainted with as You also are of the Situation of the Chest
of Stationary in Disputes As I find the Captain Ready to catch at
every advantage I am somewhat staggard with Regard to a Sum
Which He is to pay on my Account in England I shall therefore
consult my Lawyer upon the Subject to find how necessary it may
be to Secure myself whilst I Have in my Power, You will Therefore
desire Capt.n Thomson to be more moderate with You than in his
Letter He mentions with Respect to Drawing as You will Most
find me Ready to part with any more Cash on this Acct. than
What I think myself in Honor and Justice Obliged to

I am Dr Sir

Your Most Obed.t & Hble Servant

Bryan Scottney

Inclosed Copy
Of Dis.t Pay
Ab.t Compl.t

If You think proper You may send this to Captain Thomson and let
Him Same then acquaint him that You saw Capt.n Scott's Letter and
declaring that the Law could not be Damaged on B. That Alexander
Had Forgot to tell You that I expect Capt.n Thomson to pay his Share
of the Duties for those Goods w.ch he did not Receive

To Charles Dankes Esq.r

Inclosed Copy Of Dis.t Pay

D: Madrass 15.th October 1775

Dear Sir

Received Yours of the 21.st July from Bombay and am Sorry it
Was not in our Power to answer all Your Drafts from thence in favor
of Mr. Hunter Lately paid as per the Account on the other Side this
Had Money of Mr. Scottney on my hands to the Amount of Pagodas
13648.24.45. With Interest to the 30.th July make the Sum due thereon
Agreed to pay You Pd 14452.9.30. Nearly this Sum I had Money of his
which I had borrowed of Inniss Bengall for the use of the Nabob, and
to Assist him in getting his Money up from thence, but the Nabob failing
in his promise of payment Rendered the time this Bond for this Money
and a great deal more was due I could not pay Mr. Scottney any more
than 811.3.19.65 which Money on Mr. Hunt Mr. Hauck Bond and my-
self gave him a Receipt for on Your Acct. and I paid Your Drafts as per
Account inclosed. The remainder of this Money is due to him which I will
Pay him before the January Dispatches and it shall be Received by us
Your Attorneys and sent Home to You then, and should there be any
Difference in the Value of the Exchange that You will Allow with Mr. Hunter and
this made I will make it good as far as the 6000 Pg.s I owe Mr. Scottney

Since that time we have received the Affidavits of Your Officers
Concerning the Land for which Mr. Scottney now says he Supposes he
Must Pay it so that there Remains nothing more to be Settled but the
Affficiencies and part of the Customs as to the Deficiency of Stationary
I bought it from Mr. Scottney and Opened the Trunk myself I am
Certain it had not been unpack'd before as the Trunk could not possibly
hold any more so that it Appeared to me to be a Mistake of the Stationer
as

as the things was not nearer the same as contained in the other trunks as to the other Deficiencys Mr. Scottney Says his people are Ready to Swear to them, and he further says this was the Reason why he wanted You to leave Your purser behind to examine them, as there was no time from the Shortness of Your Stay; as to the part of the Customs he has debtor'd You for, tis that part that I bought he will insist on its being deducted, which appears Reasonable, and as to me I never pay Customs nor was there a Syllable mentioned to me about them, for When I Said I would take these things I told Mr. Ball that I would give 60 pc. but this shall make no difference between Us — I am

My Dear Sir

Very truly Your

devoted friend & Servant

Chas. Darke

Inclosed I send You a price Current the Markets You will find are Very low here I am sorry for Captn. Stoakes who was kept here he has been Oblig.d to Retail Very low and leave great part behind him — Saunders sold for 30 pc. Ct. and took out 1/3 of his Investment bad — Articles I Bot. Stain for the all round at 45. and 50. pc. Ct. —

I will write You very fully in January with Your money be Assured — And also concerning what Business we can be at a Certainty at wth. the Nabob tis lucky You will not be out next Year as the Markets will be very bad I have wrote Your Brother — Adieu

Captn. Wm. Thomson

C. D.

true Copy

Hy. Du Puy

Attorney Compt.

E

Bombay 12th June 1775 —

Gentlemen

Since my last to You from Tellicherry I have drawn on You three Setts of Bill of Exchange for the Amount of the Balance of my Account with Mr. Scottney without Interest being Sixteen thousand Eight hundred and Seventy seven Pagodas, Nine Fanams and Sixty five Cash, of which Bills I have adirsed You Seperately — I have likewise drawn upon You for Two hundred and Twenty Pagodas in favor of Francis Jourdan Esqr. in part of the Interest of the said Balance due from Mr. Scottney —

The Remainder of the Interest I must Request You to Make up on the different Sums Received of Mr. Scottney, from the date of his Account Current, and pay the whole to Messrs. Pelling and Defrieze, who are Authorized by Mr. John Hunter of this Place to Receive it on his Account, as he has advanced me the Cash here —

Inclosed I send You an Affidavit made here Relative to the condition of the Gold and Silver Lace &c. at the time it was delivered at Madras on Board the Alexander to which I refer You. I hope Mr. Scottney has consented to Settle his Account with me According to the last statement Transmitted from Tellicherry which will prevent any further dispute or Alteration between us If he has not I am determined that the Law shall settle it for us tho' at the same time I should be sorry to be Reduced to such a necessity — I therefore beg You to get the matter finished if Possible without coming to that extremity —

I know not at present what dis advantages I may suffer by

by Several Articles off Mr. Scottney's hands at his own Request
As Yet I have not been offered Twenty per Cent upon the Prime
Cost of any of them owing to the general stagnation of Trade at
this place this considered I think I have as much reason to
Complain as Mr. Scottney I have written to Mr. Scottney
Acquainting him that if the whole of the Balance is not
Paid early enough to discharge my Bills that the consequen-
-ces of their being Protested must fall upon him I beg Mr.
Monckton will please to settle his Account of two hun-
-dred and Fifty One Bags of Rice Received from him at
Madrass and Debit my Account with it

I remain with much esteem
Gentlemen
Your most Obliged & Obedt.
Servt.
Wm. Thomson

Ps. Inclosed is a Copy of the Acct. Current Transmitted to Mr.
Scottney in April last from Tellicherry

Messrs. Stone Monckton & Darke Esqrs.

true Copy
Hy. Du Puy
Atty. Complt.

Filed 23d November 1784

The Rejoinder of Bryan
Scottney of Fort Saint George Esquire
Defendant to the Replication of William
Thomson Commander of the Ship Calcutta
Complainant

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 hereafter be had or taken to
to the many Errors irregularities Untruths Impertinencies Incesta-
-inties and manifest Insufficiencies and Imperfections in the
Complainants said Replication contained for Rejoinder thereunto
or unto so much thereof as he this Defendant is advised is material
or requisite for him to rejoin unto he this Defendant doth Rejoin
and say that his Plea and Answer to the Repliants Bill of Com-
-plaint and all and singular the matters and things therein
Contained and Pleaded are Good true Certain and sufficient in
the Law to be Replies unto in such manner and form as the
Same are therein and thereby pleaded Set forth and Alledged and
that the Replication of the said Complainant is very Erroneous
Uncertain Impertinent irregular Evasive and insufficient
and this Defendant for further Rejoinder to the Replication of
the Complainant insists upon the Justness of his Plea and that
the several Payments pleaded and stated by this Defendant
and tender made him are good and Sufficient in Law and in
Equity to Exonerate and forever Discharge and acquit this Defendt.
from the several Charges Exhibited against him by the Complt.
in

in his said Bill of Complaint although so much insisted upon in
and by the said Replication and this Defendant absolutely denies
the Justness of the Account Current Marked A annexed to the Com-
plainants said Bill of Complaint and positively denies being
Indebted unto him the said Complainant in the Sum of fourteen
Thousand One hundred and Nine Pagodas and five fanams Current
Money of Madras as is falsely Alledged in the said Replication
and Stated in the said Account Current therein referred to nor will
any Retrospect to former Matters or Transactions Justifie the
Complainant or Establish his Claim Against this Defendant
they having been long since done away and Cancelled in manner and
form as stated and Particularly set forth in this Defendants Plea and
Answer wherein every material Transaction on the part of this
Defendant in this Business from the Receipt of the Account Current
Signed by the Complainant and sent from Tellicherry under date
the tenth Day of April which was in the Year of Our Lord One
Thousand seven hundred and Seventy five and which Account
Current is by the Complainant Admitted to be just is stated and
every sum of Money or Charge Against him this Defendant Clearly
Accounted for and shewn in what manner and to whom the
Same was paid off and discharged so as to reduce the Ballance in
favor of the Complainant against this Defendant to a Sum under
Nine hundred Star Pagodas which Sum hath been by this
Defendant Lawfully tendered to the Complainant this Defendant
further saith that as for any false Impressions being made or wrong
Credits given by John Bally the Complainants Purser in an
Account Current by him delivered to this Defendant on the part
of the Complaint as Annexed to this Defendants Plea and Answer

No. 2. this Defendant can by no means Admit Especially as the
Complainant hath in his said Replication shewn that the said
Account Current Exactly agreed with the Advice given the Complt.
by his Acting Attorney Charles Darke from Madras as by the Complts.
Own shewing appears in and by the Exhibit Marked D. Annexed to
his the Complainants Replication wherein the said Charles Darke
as acting Attorney for the Complainant writes to the Complainant
from Madras under date the fifteenth day of October which
was in the Year of Our Lord One Thousand Seven hundred and
Seventy five and informs him that he Charles Darke had Money
of Mr. Scottneys of the Defendant in his hands to the Amount of
Thirteen Thousand Sixhundred and forty Eight Pagodas twenty
four fanams and forty five Cash with Interest to the Ninth day
of July Amounting to fourteen Thousand four hundred and fifty two
Pagodas Nine fanams and ten Cash being the full Amount which
he this Defendant had agreed to pay the Complainant which
Letter of Advice Corresponding with and Confirming the Credits
in the said Account Current before referred to Established the
same in favor of this Defendant and Clearly proves that he this
Defendant had done every thing which was Incumbent on him
or that he had Engaged to perform this Defendant for further
Rejoinder to the Replication of the Complainant saith that he
Admits the Copy of a Letter Marked C. Annexed to the Complai-
nants Replication to be a true Copy of One wrote to Charles Darke as
the Acting Attorney of the Complainant by this Defendant from the
Contents of which it evidently appears that the said Charles
Darke was really Considered as the Acting Attorney or Legal
Representative

Representative of the Complainant and that he Officiated in the Business in Like Manner as the Complainants Purser would have done had he been left at Madras on the part of the Complainant as was Originally Agreed upon between this Defendant and the said Complainant the Defendant Requesting Charles Darke as the Confidential Person Acting for the Complainant to transmit the said Letter to the Complainant which Letter of this Defendant Marked C: and Charles Darke's Letter Marked D: Addressed to the Complainant are but Shallow proofs of a Clandestine Negotiation between the Defendant and the said Charles Darke as is unjustly Charged in the said Replication the direct Contrary to what the Complainant charge is thereby proved and an open fair and Undisguised Correspondence is shewn to have been carried on Between the Parties in which the Complainant is fully informed of every Particular Circumstance from the Most material payment to the smallest dispute or most triffling Occurrence throughout the whole Business and that the Complainant notwithstanding any Suggestions in his Replication to the Contrary Considered the said Charles Darke as the Acting Attorney on his behalf will more fully Appear by Copy of a Letter from the said Complainant to the said Charles Darke from Bombay under date the twenty first day of July One Thousand Seven hundred and Seventy five Marked A hereunto Annexed for the Inspection of this Honble Court from which it will Appear that the Complainant had drawn Bills of Exchange upon his Attornies at Madras but by his Letter of Advice he Addresses Charles Darke alone and Appears to Rely upon him for Payment of the Ballance of his Demand against the Now Defendant from which it must Evidently appear that he the

Now Complainant Considered the Act and Deed of him the said Charles Darke as his Acting Attorney Equivalent to the Act and Deed of all his Attornies his Drawing Bills of Exchange upon his three Attornies but Addressing his Letter of Advice thereof to Charles Darke who alone Accepted the Bills and Against whom alone a Protest was afterwards entered for Nonpayment without Noticing the other two Attornies is Evidence that the Power of Receiving what Was due to the Complainant was absolutely Vested in him the said Charles Darke alone as the Acting Attorney of the Complainant as fully and Effectually as in all his Attornies together therefore this Defendant was Legally Authorized in paying to the said Charles Darke the Money for the Complainant in the manner he did and as is stated in this Defendant's plea and Answer and which is Particularly Accounted for to the Complainant by the said Charles Darke in his Account Current with the said Complainant bearing Date the Ninth day of July which was in the Year of Our Lord One Thousand Seven hundred and Seventy five Copy of which Marked No. VIII: is Annexed to this Defendant's Plea and Answer for the Inspection of this Honble Court nor was the Payment of this Defendant Original Debt made more Easy or Lessened by that Mode of Payment than any other mode would have been but rather the Contrary for this Defendant deposited in the hands of the Responsible and Acting Attorney of the Complainant as much or more Money as was Sufficient to pay off and discharge the whole Demand from the Complainant many Months before the same was due or Agreed to be paid nor was the Amount or Value diminished by any Act and Deed of this Defendant if it was after by the

the Confidential Attorney of the Complainant this Defendant
Presumes he is not Accountable for the same. It fully Appears by
the Account Current between Charles Darke and the Complainant
under date the Ninth day of July One Thousand seven hundred
and Seventy five that, he had received from this Defendant on
Account of the Complainant the full Sum of Fourteen Thousand
four hundred and fifty two Pagodas Nine fanams and ten Cash
which Account is further Confirmed by the Exhibit: D Annexed
to the Replication of the Complainant wherein the said Charles
Darke fully states to the Complainant these Transactions but
excuse himself from remitting the whole Money to the Compl.t
in October Yet promise and undertake to the Complainant to
Make good the full Remittance on this Account by the Ships
in January following this Latitude or Freedom used by the
Said Charles Darke with his Constituent the now Compl.t
did not in the Least invalidate the Payment made by this
Defendant he the said Charles Darke having full and
unrevoked powers to Act in the Premises as fully and Effectu-
ally as the Complainant wold have done himself had he
been personally present which Confidence so placed by the
Complainant in the said Charles Darke was in many
Instances confirmed in particular when he left the said
Charles Darke to Act in place and stead of his Purser Assur-
ing this Defendant, he had a firm Reliance upon the
Integrity of the said Charles Darke under all which Circum-
stances this Defendant doubts not but his Conduct will
be Justified in Acting as he hath done in the whole Business
Nor will that Evasive and Unfair Mode of pleading or

Stating Matters which the Complainant hath adopted in his
Replication in any Manner Invalidate the Transactions between
this Defendant and the Confidential Attorney of the Complainant
for Notwithstanding the Assertion of the Complainant in his
Replication wherein he says that he debited all his three Attornies
Equally and not Charles Darke singly and that he drew his Bills of
Exchange upon the three Attornies Jointly is Evasive of Although the
Account Current was made out in the Names of the three Attornies with
the Complainant Yet that the Complainant relied upon Charles Darke
Alone to pay them is clearly shewn in the Complainants Letter from
London under date the Ninth day of July which was in the Year of
Our Lord One Thousand Seven hundred and Seventy Seven, with his
Account Current to that date in which he debits his Attornies for the
Money Paid by this Defendant for the Use of the Complainant on the
Ninth day of July which was in the Year of Our Lord One Thousand
Seven hundred Seventy five to wit fourteen Thousand four hundred
and fifty two Pagodas Nine fanams and thirty Cash Current Money
of Madras and as he the Complainant Expected to hear that Messrs
Stone and Monckton had left Madras he Appoints Messrs Petrie,
Redhead and Hambly to Settle Accounts with Charles Darke his
Acting Attorney and declares in that Letter that he had Settled every
thing with Mr Scottney the now Defendant in London all which
will more fully and at Large Appear by Copy of the Account Current
Marked B. Copy of the Letter from the Complainant Marked C, also
Copy of a Letter from Charles Darke Accompanying the said Letter and
Account Current for his this Defendants Satisfaction Marked D
Under date the Eleventh day of February which was in the Year of
Our Lord One Thousand Seven hundred and Seventy Nine hereunto
Annexed

Annexed for the Inspection of this Honble Court, and which are prayed by this Defendant to be Received as parts of this his Rejoinder — this Defendant saith that from the foregoing Circumstances it appear that for form sake the names of the three Attornies were made use of in the Account Current stated by the Complainant on the Ninth day of July One Thousand Seven hundred and Seventy Seven and the Bills of Exchange were drawn upon them but from Charles Darke only the declared Ballance of that Account Current Vizt Eight Thousand five hundred and Sixty Nine Pagodas thirteen fanams and forty five Cash Current Money of Madras was Expected by the Complainant to be Received but this Defendant Saith that it was for form sake only that the Names of the other two Attornies were inserted and to make their Discharge from all Responsibility Appear the more regular and Consisted with the Nominal Situation in which they had been placed by the Complainant whose only Redress Appears through the whole Correspondence to be Expected from Charles Darke and him only as his Acting Attorney or Agent in the Premisses — this Defendant further saith that from the Contents of the Exhibit E purporting to be the Copy of a Letter from the Complainant then at Bombay under date the twelfth day of June One Thousand seven hundred and Seventy five the Complainant Express his Readiness to Commence a Law Suit against this Defendant if he did not immediately Settle with his Attornies — After this Declaration the Complainant appears satisfied and rests upon the Contents of Charles Darke's Letter to him of the twenty fifth of October following in which the Mode of Settlement between this Defendt and the said Charles Darke on Account of the Complainant is

fully described and stated had he the Complainant not been Satisfied With that Settlement of which he was so particularly informed he doubtless would then have Commenced his Suit at Law to have Compelled this Defendant to Settle his Accounts had there been Cause for Objection to such Settlement that was the time for the Complainant to have made his Objections and to have proceeded at Law against the Defendant — when the Determination of One Single Question" — Whether the Receipt of the Acting Attorney where three are appointed is good and Sufficient" Would have determined the Suit — but the Circumstances Attending the whole of the Business and the Unlimited Confidence which the Complainant had declared to have in Charles Darke were too Recent they were known and in the Remembrance of almost every Person of Business in Madras but what was or at least appears another strong Inducement for the Complainants Acquiescence was that the Solvency of Charles Darke was not at that time suspected And this Defendant further Saith had the Complainant any real or Just Cause to have been dissatisfied with the Conduct of this Defendant in the Settlement before Stated he the Complainant would Certainly have Noticed it to this Defendant in the many Opportunities and Interviews which they the Complainant and this Defendant have had together Since the Adjustment of the Accounts and the Statement thereof to the Complainant by his Acting Attorney Charles Darke but no Notice or Mention had ever been made by the Complainant of any discounted till the Notice of a Suit at Law in the Complainants last Voyage to Madras — And this Defendant further Saith that as for any Insinuations or Charges of the Complainant Respecting Offers made to the Complainant are unfairly introduced in the Replication of the said Complainant

Complainant for whatever Inducement or wishes this Defendant had to Avoid a Law Suit None of them arose from any Conviction or Idea of his this Defendant being Indebted to the Complainant who as an Old Acquaintance this Defendant wished well to and so far Interested himself on His the Complainant's Behalf as to Endeavour to procure some Security from Charles Darke for him, And finding that he this Defendt Might have been secured for such Interference had an Accommodation taken Place he this Defendant did through Mr Popham in order to Avoid the Trouble and Veration of a Law Suit which is particularly disagreeable to him Especially as this Defendant wished to Settle his Affaires and considered a Suit of Such a Nature an Impediment to his Quitting this Country — Make an Offer to the Complainant which being rejected by the Complainant ought not to have been Urged in any Manner Against this Defendant for this Defendant Solemnly averreth that such Offer was made upon the Consideration aforementioned and not from any Idea that he this Defendant was in any Manner or upon any Account Indebted to the Complainant and this Defendant further saith by way of Rejoinder to the Replication of the Complainant that he is not in any Manner secured as is unfairly insinuated in Case of a Decree from this Honble Court Going Against him, but this Defendant Admits he might have been Secured for four Thousand Pagodas had the offer made the Compltt to Prevent a Law Suit been accepted — but as that amicable Interference hath been misconstrued and rejected he this Defendant did not accept of the Securities offered being determined to stand or fall by his Own Acts heretofore in the Premisses unsupported by any art or false Colouring or otherwise than by stating the Plain facts as they Occured

And this Defendant further Saith that the Complainant in his Letter to this Defendant from Calcutta under date the Second Day of January which was in the Year of Our Lord One Thousand seven hundred and Seventy Nine — Copy of which is Annexed to this Defendant's Plea and Answer Express himself so very Clear on this Matter as to leave no doubt but he was Satisfied with this Defendant's Conduct in the Settlement of the Accounts with Charles Darke Notwithstanding any thing in the Pleadings before this Honble Court introduced to the Contrary or the difficulty of Recovering the same from Charles Darke in that Letter as if writing to one he considered his Friend he says "I know not how my Affairs stand at Present which are in "the Hands of Mr Darke if the Ballance of my Account is not paid "to my Attornies I presume that Your Interest with Mr Rumbold "Will be of Infinite Service to me and I do request You to make use of "that Interest in my Behalf — The Nabob I find has made some "Payments on Mr Darke's Account I trust that Your Interposition "in my favor will be the Means of Getting my Account Settled" What Account could the Complainant mean but his Demand arising from the said Charles Darke withholding Part of the Money paid by this Defendant on the Complainant's Account he had no other Demand on the said Charles Darke, and in Support of that demand his the Complainant's Attornies Acted fully in the Premisses with others the Creditors of the said Charles Darke from their first Granting a Letter of License even to the Signing and Executing an Absolute full and irrevocable discharge to him the said Charles Darke for the Ballance of his Account due and Owing from him the said Charles Darke to the Complainant for the Money paid to him for the Use of the Complainant by this

Defendant for the Very Pretended Debt in Question which will More fully Appear by Copy of a Letter from Charles Darke to his Creditors or their Legal Reprentatives Marked E hereunto Annexed for the Inspection of this Honble Court and which is prayed by this Defendant to be Admitted and taken as part of this his Rejoinder from which it will appear that the Legal Representative of the Complainant acted in Conjunction with the Creditors of Charles Darke for the Interest of the said Complainant Without Regarding this Defendant who was never in any Instance Consulted in the Premisses or Considered by the Attornies of the Now Complainant as a Debtor to the Complainant or in any Manner Accountable or Responsible for the failure of Charles Darke

All which Matters and things this Defendant is ready and Willing to Aver maintain and prove as this Honble Court shall be pleased to Order and Direct and humbly Prays as in and by his said Plea and Answer he hath Already Prayed

Edward Ellis
Attorney for the Defendant

A

Bombay July 21st 1775

Dear Sir

I have now an Opportunity of Writing to You by Captain Scot to beg Your Assistance in Settling Every thing with Mr Scottney agreeable to the Instructions You will receive by the same person I have drawn Bills to the Amount of Ballance in Your hands including the Lace which You write me was demaged from the Attestations I now send You it will appear Clearly from the Nature of my Agreements that I can by no means be liable to any part of it, that being the Case I flatter myself that the Bills will be duly honored and the amount settled without any disputes Your Attention as well as Assistance will oblige me very much as the Money is to be sent to China on Mr Hunter's Account who proceeds from thence to England that Gentleman has advanced me Cash for the whole Amount of the Bills drawn on You from this Place should he call at Madras in his way to China Pray give him a Copy of the Agreements between those Gentlemen and me, as I have given him a power to Act for me in this Business I little Expected at leaving Madras to have had so much trouble in Adjusting matters that to me Appeared to be Entirely settled before I left Madras Scottney who once I thought was my Friend seems quite to have forgot himself by the Stile of his Letter to me, Pray Put him in mind of the Cape when they would not Allow me to go in untill the Agreements Were Signed and Properly Executed I have on my Part lost at least 500£ by Obliging him which I had a Just Right to Upon Considering the matter Maturely You will meet with few People that will give up such a Sum as that so Easely as I did Most of those Circumstances I mentioned to You when at Madras so shall say no more on that Subject &c &c or

Other

These Matters I commend to your wise & Friendly Consideration, and remain

To Wm Darke

Yours Sincerely

Signed Wm Thomson

by their Attorneys Capts Scott

Edwd Ellis

Attorney for the Defendt

B.

Dr to Messrs Stone Monckton and Darke

with Wm Thomson

1775 Augt 29	To Balance of Account Current		2123	4	6		
	To Commission on Sales of Goods		33	11	6	65	
	To Ditto on Sales of Ditto		17	2	6		
	To Ditto on Sales of Ditto		22	0	0		
	To Balance		1744	14	6	63	
			3561	12	6	45	

Pagodas 1605 23 20

Cr

1775 Augt 29	By Balance of Account Current		1452	4	20		
	By Bill on Messrs Pelling & Co	500					
	By Ditto on Ditto	500					
	By Ditto on Ditto	500					
	By Ditto on Ditto

total paid by You on Account of Bills from Bombay Pagodas 7524.19.65

The inclosed Account Current is made up agreeable to the Sums which Mr. Darke informs me have been received from Mr. Scottney — But as there is a difference between Mr. Scottney's Account of money paid, and Mr. Darkes Receipts, I presume some mistake has happened which No doubt will be Easily rectified — for the Ballance of this Account I have drawn Bills of Exchange on You Payable to Messrs. Petrie Readhead and Humbly, for Star Pagd. 8569.13.45 If any Errors should Appear in the Account by mistaking dates or otherwise, the Gentlemen above mentioned will settle them — the other Account inclosed also Mr. Darke will please to observe is for a Watch Chain &c. which he Omitted to give me Credit for before I left Madras. I am

London 9th July 1777

Gentlemen

Your Most Obedt. Servant

(Signed) Wm. Thomson

A true Copy

Edward Ellis

Attorney for the Defendant

D

Dear Sir

Agreeable to Your Desire from the Conversation we had a few days ago respecting the difference between You and Captn. Thomson on Account of the Lace &c. I send You Copys of his Letters respecting it that I received from Bombay and London, in the latter I am happy to find as You mentioned, and as I observed You had settled

all

all with him to his Satisfaction — I also send You a Copy of his Account Current with his Attornies in which there are a few Mistakes from his not giving Credit for Money I paid to Mr. Monckton on his Account and for a few things bought from me I am truly sorry at the disappointment it must have been to him, my not being able to remit his Ballance to him, it is now demanded from me by Mr. Petrie I could only request of him to apply to my Trustees I am with Regard

Yours truly

(Signed) Chas. Darke

11th February 1779

Bryan Scottney Esqr.

A true Copy

Edward Ellis

Attorney for the Defendant

E

To

George Moubray, Alexr. Cuthbert and John De Fries Esqrs. Trustees to my Estate and to Alexr. Cuthbert Esqr. Moses de Castro Thomas Pelling and John De Fries Esqr. Attorneys to Captn. Peter Stoaks Major Henry Alexander and Terry De Lacomb Nathaniel Barlow Esqr. Administrator to the Estate of Dawson Drake Esqr. Stephen Popham Esqr. for Mr. Frudd George Taswell Esqr. for himself and Captn. Thomas Larkins Chocapah Chitty and Termanum Arnachelum Execution and Mortgage Creditors and to the Honble. Charles Smith Esqr. for the Honble. Company Frances Jourdan Esqr.

George

George Savage Esqr Richard Joseph Sulivan Esqr George Houbray Esqr for himself and Colonel Capper. Charles Oakely Esqr for Captn for John McPherson Esqr Arthur Cuthbert and Alexr Cuthbert Esqrs for Captn David Thomson Stephen Popham Esqr for Captn William Thomson John Mitford Esqr for Captn Robert Carr. Captain Wood for Captain Scottow Charles Bromley Esqr for Mr Bevan Moses De Castro Thomas Pelling and John De Fries Esqrs for themselves and John Maxwell Stone Esqr William Turing Esqr for John Turing Esqr James Taylor and James Call Esqrs Captn Tonyn. Antonio De Souza Esqr for himself and Lieut Steward. Antonio De Souza Esqr for himself and James Taylor Esqr for the Estate of Mr Adams. Madras Insurens and Patnagaur

Gentlemen

In Justice to my Creditors and myself I beg leave to call Your Attention to the Present Situation of my Affairs — Permit me therefore to offer to Your Serious Consideration the following Mode of Settling with all my Creditors and of Relieving the Trustees

When it is Considered how much I have already Suffered by the Loss of my Estate in the Sale of my Stock, which cost upwards of 90,000 Pagodas and only neated by the Sales after deducting Charges 17,000 Pagodas — when You Perceive how many large Sums are still Unrecovered from Europeans, and what little Prospect there is at Present of Recovering any Part of the large Debts due from the Young Nabob and and Kyroodeen Cawn — when You Reflect that I have Now lost four Years of my life in a State of inactivity Suffering all the ungracious inconveniencies of Insolvency without the Permission to Act for myself or the Power to benefit my Estate I hope my Creditors will Not conceive Isolicit too Great an indulgence when

I Request a Remission of Interest from the time my Affairs were put in Trust —

Accompanying this Address You will Receive a Statement of my Estate to the first of last Month carefully made up by me for Your Perusal, by which You will see that a Ballance of Pagodas 30,346.33.66 Remain Still due to the Execution and Mortgage Creditors after deducting the several Sums that have been paid them by the Trustees for which I hope they will agree to Receive from Messrs Taylor and Company their Bond with the Collateral Security of a Lack of Pagodas Consolidated Bonds Part of those Mortgaged to my Trustees for the Security of their Debt and that they will Give my Estate a Discharge —

The Debt as per Particular Account to all my Creditors that have Not Received any Dividends Amounts to Pagodas 60,169.4.40 Principal and Interest to the day of my Assignment of my Estate to my Trustees in trust I hope it will be considered Just and Reasonable that the money lent to the Honble Company being Pagodas 5000, and the Cash now in the Hands of the Trustees Pagodas 5,512, with the Interest on the Company's Bond Making together about 11,000 Pagodas be divided amongst my Creditors that have not Received a Cash from my Trustees on Accounts of my Estate, and that every Creditor will then I hope take my Bond bearing Interest Seperately for the Remainder due to them Payable in such time as from the Nature of my other Demands and the Distresses of the times may appear Reasonably Sufficient to Enable me to make Good my Payments to the Periods of times which You may be pleased to grant as I am not more Anxious to be freed from the Confined State under which I have so long dragged a most Miserable Existence than to merit the wished for indulgence of my Creditors by every Possible Security for the Conscientious discharge of all my Debts — I beg leave to offer the following Arrangement — Namely that at the back of each

each Bond which may be Executed by me for the Ballance due to my respective Creditors I shall make myself liable to the Immediate Payment of a Dividend on their Respective Claims as soon as I should have the good fortune to receive such Part of the Debt of the Nabob's Family, of the Bond of Messrs Taylor and Company or of Mr Davis's Bond which may Enable me to make a Dividend of 10 ℘ Cent even the none of the Periods for the Payment of my respective Creditors should have expired. I omit the mention of any other Claims because they are too inconsiderable either in their Amount or prospect of Payment to merit any Notice in the proposal.

If You can point out any Arrangement more Just and Equitable and which may eventually be more conducive to Your Own Interest I will most chearfully adopt it.

I can only Add that this one will Enable me to exert myself to satisfy every Body as will by a strict Attention to the Collecting of Outstanding Ballances, as by the Prospect of gaining Something in such a Manner as my own Experience of this Country and of Business may with Prudence Point Out. I have the Honor to be with Great Respect.

Madras 15th May 1781. Gentlemen

Your Obliged and faithfull Humble Servant

(Signed) Chas Darke

A true Copy

Edward Ellis
Attorney for the Defendt

Fort St George 17th May 1781. That the Sales of the Stock fell so much short of Mr Darke's Valuation was Certainly a Grievous disappointment to his Creditors as to him but

but it was more immediately to them as from that fund they Expected the speedy discharge of upwards of One half of their Respective Demands. I do not mean here to reflect on Mr Darke, or any other person for this failure, as I am well satisfied, that it was Chiefly owing to the little demand there was for such Goods, and to the high Prices at which they had been valued in the Statement laid before the Creditors. But not to lose time in a fruitless retrospect it is only Necessary to look over the List of Debts now, owing to the Estate, which Accompanies this and then every Person can Judge for himself, how far they are likely to be soon recovered. In my Opinion the Prospect of Payment is so distant, that, I as a Bond Creditor am willing for myself and my Constituents to agree to any proposal that is likely to bring matters to a Conclusion that the Trustees May be relieved and that Mr Darke may have a Chance of Extricating himself with this View I shall readily Accede to the Accompanying Proposal Provided the Execution Creditors do Accept the Offer made to them and will agree to relinquish the Interest from the date of the Trust Deed to this time, and take Mr Darke's Bond for the Principal Bearing Interest at 8 ℘ Cent and Payable in 3, 4, 5, and 6 Years in Equal Payments.

(Signed) Geo: Moubray for Self
& as Attyd to Colo James Capper

A true Copy

Edward Ellis
Attyd for the Defendt

I agree on behalf of Mr John MacPherson to Mr Darke's Proposal.

(Signed) Chas Oakely Attyd

A true Copy

Edward Ellis
Attorney for the Defendt

I Agree on behalf of Captn. David Thomas to Mr. Darkes Proposal

A true Copy — (Signed) Alexr. Cuthbert

Edward Ellis
Atty. for the Defendant

The Sum Agreed to be remitted under the Name of Interest by the Execution Creditors who have Acceded to the Proposal and the Immediate Prospect of so Considerable a Dividend to be paid to the Simple Creditors are Advantages which in my humble Opinion those Creditors should not forege Besides the Situation of each Creditor indevidually under the Arrangement proposed by Mr. Darkes is for other obvious Reasons much preferable to their present Prospect — As Attorney therefore for Mr. Wm. Petrie as for relates to the affairs of Captn. Willm. Thomson I approve of the proposal in Question on the part of Captn. Wm. Thomson

A true Copy — (Signed) L. Popham

Edward Ellis
Attorney for the Defendt.

For the above Reasons assigned by Mr. Popham I agree as Atty. to Mr. R. L. Berd as far as Relates to the Affairs to Captain Rt. Carr — (Signed) Jno. Mitford

A true Copy
Edward Ellis
Atty. for the Defendt.

I Agree for myself and Constituents to Mr. Darkes Proposal

A true Copy — (Signed) { Antonio De Souza
James Taylor Exec. to Mr. Adams

Edward Ellis
Atty. for the Defendt.

Mr.

Mr. Taswell has Agreed in Writing to my Proposal for himself and Captain Thomas Larkins — (Signed) Chas. Darke

A true Copy
Edward Ellis
Atty. for the Defendt.

We Agree to Mr. Darkes proposal { Ja. Call
James Taylor

A true Copy
Edward Ellis
Atty. for the Defendt.

{ August 23d. 1781 — I agree — (Signed) Geo. Savage
{ Augt. 29th. 1781 — I Agree as Atty. of Js. Frudd — (Signed) L. Popham

A true Copy
Edward Ellis
Atty. for the Defendt.

We Agree as Attornies to Mr. Nathaniel Barlow the Sole Administrator to the Estate of the late Dawsonne Drake Esqr.

A true Copy — Signed Mr. Williams, Willm. Jackson { Attornies to Mr. Nathaniel Barlow Sole Administrator to Mr. Drakes Estate

Edward Ellis
Atty. for the Defendt.

I agree to Mr. Darkes Proposal 12th. Septr. 1781 — (Signed) R. J. Sulivan

A true Copy
Edward Ellis
Atty. for the Defendt.

I Tremanum Arnachalum Agree to Mr. Darkes Proposal 15th. Septr. 1781

[illegible]

A true Copy
Edward Ellis
Atty. for the Defendt.

I agree to Mr. Darkes Proposal 17th. Septr. 1781 — (Signed) Patnagruer

I agree to Mr. Darke's proposals provided the Execution Creditor's Assent thereunto but think it will be as well to make a Dividend as often as Mr. Darke shall be Enabled to divide five ℘ Cent

A true Copy

Edward Ellis
Atty for the Defendt

(Signed) F. Lourdan

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein William Thousand is the Complainant and Bryan Scottney is the Defendant

On the Part and Behalf of the Complainant

To all the Witnesses

1st Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named or either and which of them If Yea how long have You so known them or either and which of them Declare

To Stephen Popham Attorney at Law

2. Are You or are You not a Notary Publick duely Admitted and Sworn in the Mayor's Court of Madraspatnam, and when was You Admitted and Sworn Look at the Paper Writing now shewn to You at this the time of Your examination purporting to be a Bill of Exchange drawn by the Complainant in the Title of these Interrogatories named for the Sum of Star Pagodas 8569.13.45 from London under the date of the Ninth day of July One thousand Seven Hundred and Seventy Seven upon Messrs

Messrs Stone Monckton and Darke at Madras to the Order of Messrs Petrie Readhead and Hombly, Was or was not the said Bill of Exchange Put into Your hands as Notary Publick by the said Messrs Petrie Readhead and Hombly or by either and which of them for the Purpose of Presenting the same for Acceptance and payment to the said Messrs Stone Monckton and Darke? If Yea did You or did You not present the said Bill of Exchange as Notary Publick for Acceptance and payment to the said Messrs Stone Monckton and Darke or to either and which of them, and whether the Words and figures written and marked upon the said Bill of Exchange as followeth Not. 7 Augt 1779 S. P. Prot. 7 Octr 1779 S. P. of Your own Proper hand Writing and figures, And whether You did or did not so Make the said Writing and marks upon the Bill in consequence of Your having so Noted and Protested the said Bill of Exchange, And whether You did or did not Note and Protest the said Bill of Exchange for non Acceptance and non Payment? Declare

To Ditto

3d Do You or do You not know of any Matter or thing touching the Cause of Action between the Complainant and Defendant in the Title of these Interrogatories Named And whether the Defendant did or did not by Your means or by any other means make any and what offers of Accommodation to the Complainant touching his present demand and Action and how long previous or Subsequent to the commencement thereof? If Yea did or did not Propose tender and offer to the said Complainant or any person or persons on his Behalf to pay any and what Part of the said demand and upon what Conditions and Considerations Declare the same as You know and what You know thereof

To William Ross Esqr

4th Do You know have You heard or been informed of any Matter or thing touching the Cause of Action between the Complainant and Defendant in the Title of these Interrogatories Named Whether did

Did the Defendant By Your Means or by any other means make any and what offers of payment of the Complainants Demand now sued for And how long previous or Subsequent to the Commencement of this present Action? Did or Did not the Defendant by Your Means or by any other and what means as You know and have Reason to suspect propose offer and tender to give the Complainant this the Defendants Bond for the full Amount of the Complainants Demand payable in two two Years or how many Years or at which distant period of time? Declare the same as You know have been informed

To all the Witnesses

5th Do You know of any other matter or thing or have You heard or can Your Self set forth any thing touching or concerning the matters in Question in this Cause that may tend to the benefit and Advantage of the said Complainant Towards and besides What You have been before Interrogated? If Yea Declare the same fully and at large as if You had been thereunto Particularly Interrogated

Hy Du Puy
Attorney Complainant

Londonge 4th July 1777 — Lee Star Page 256 Pg 13 to 45

Ninety Eight pay the first of Exchange to the order of Messrs Peter Readhead and Hamby Esquires the sum of Eight Thousand five hundred and Sixty Nine Star Pagodas Thirteen fanams and forty Cash, Value received Account with the Same which place to Account of

To Messrs Stone Monckton and Darke Esquires at Madrass

Gentlemen
Your Most Obedt Servt
Wm Thomson

Nott 5th Augt 1779
Prott 7th Octr 1779

This Exhibit was shewn to Stephen Popham at the time of his

Examination before me on the Part of the Complainant in a Cause depending in the Hon'ble the Mayor's Court at Madras wherein William Thomson is Complainant and Bryan Letting is Defendant on the 8th Day of July Anno Domini 1785

J. Spalding
Examiner

Mayor's Court at Madrasapatnam

Between William Thomson
Complainant and Bryan Letting
Defendant
On the Part of the Complainant

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

Stephen Popham of Madras one of the Attorneys of this Hon'ble Court Aged 39 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 8th Day of July 1785 Signified at the Office of Mr Edward Ellerker his Attorney for the Defendant by Venkatachellumay Servant who also left there 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 follows viz

1st ..... To the first Interrogatory this Deponent saith that he has known the Complainant Captain Thomson since the Month of October One Thousand Seven hundred and Eighty two and the Defendant since the Year One Thousand Seven hundred and Eighty Nine and more saith not to this Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he was Admitted an Attorney to the best of his Recollection about the end of

of the Year One Thousand Seven hundred and Seventy eight that the Bill of Exchange produced at the time of this Examination was delivered to them by Mr William Petrie for the Purpose of being presented for Acceptance and payment to the Messrs Stone and Monckton bowhouse Attornies as they were about to come of the Attornies of Mr Stone this Deponent presented the same and it was Marked by this Deponent as noted and protested on the days Appearing on the face of the Bill in consequence of Acceptance and payment being refused and more saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that the proposition for Accommodation made by the Defendant in this Cause to the Complainant Was the immediate of this Deponent together with the Grounds and Principles on which they were made and every other Material Circumstance respecting this Cause which shall come to the knowledge of this Deponent shall be truly stated by him in this Deponents answers given in Answer to the Interrogatories put to this Deponent on behalf of the Defendant And more saith not to this or the last Interrogatory

J Spalding
Exam^d

J Topham

Mayors Court at Madrasapatnam } Between William Thomson Complainant and Boyan Scottney Defendant

On the Part of the Complainant

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

William

William Ross of the Honble Company's Service aged 30 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 4th Day of July 1785 Legified at the Office of Mr Edward Ellicombe Attorney for the Defendant by Venus Tackell Gunnery Servant who also left him a Notice of the same 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 knows the Defendant Mr Boyan Scottney since the Year One Thousand Seven hundred and Seventy Nine that his Acquaintance with the Complt Mr William Thomson was Short and commenced on his arrival from Bengal on some time in the Year One Thousand Seven hundred and Eighty three and more saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that having already been called upon by the Defendant and in this Deponent answered the Questions put to him in this Interrogatory he refers to that Deposition and Declares that he has nothing now to say upon the Subject And more saith not to this or the last Interrogatory

J Spalding
Examined

William Ross

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madrasapatnam Wherein William Thomson Commander of the Ship

Shaji Calenatlaie Complainant and
P. Bryan Lostlury of Fort Saint George
Esquires Defendant

On the part and behalf of the
Complainant

For all the Witnesses } 1st. Do You know the Parties Complainant and Defendt
in the Title of these Interrogatories named & If Yea how long have
You so known them or either and which of them Declare

Robert Turing
Esqr. } 2d. And You or and Your not directly or indirectly interested
in the event of this Cause wherein You are now produced as a Witness
Whether by gaining or losing by any Decree that may be given therein
or any other manner or way whatever Declare the same as You know
and do believe together with the Reasons for such Your belief

To Ditto. 3d. And Were or Are You or Either of Them acquainted with the Hand
Writing of the Complainant and the Letters of these Interrogatories
Named & if Yea Look at the Paper Writings now shewn and produced to
You at the Time of Your Examination Marked A and B
Purporting to be Two Letters from the said Complainant to Messrs
Stone Monckton and Darke also in the proceedings of this Cause
Named Do You know or believe that the Several Signatures
thereto Subscribed Were Thereto or to Either of the Hand Writing of the
said Complainant or Such whom You Declare the Same as You know
or do believe together with the Reasons for such Your belief

For all the Witnesses } 4th Do You know or Can say Either Matter or Thing or have
You Heard or can Your Self for Any Thing touching the matter
in Question in this Cause that may tend to the Benefit or Advantage

of the Complainant besides what You have Particularly
by Interrogated & If Yea Declare the same fully and at Large as if You
had been thereunto Particularly Interrogated

W. Dickens
Attorney Complainant

A.

To Messrs. Stone Monckton and Darke Esqrs

Gentlemen

The Balance of my Account with Mr. Scattery
when I left Madrass was Twenty two Thousand Nine hundred
and Fifty Pagodas Twenty One Fanams and Twenty five Cash
in my favor From this place there will be a Demand upon them
in my Account for Six Thousand and two Pagodas and Three
Fanams which You will Please to give them Credit for upon
their producing a Receipt upon the Account which will be
transmitted from hence

Mr. Lewis and Attorney have and do not take
bills for the Amount upon Mr. Scattery as he was directed to
take a Receipt only for the quantity of Goods delivered here

When this Account is settled the Balance remaining due
to me will be Sixteen Thousand Nine hundred and Forty Eight
Pagodas Eighteen Fanams and Twenty four Cash which Sum I will
be punctually paid You on my Account as this Day specified
Were this from the time of my leaving Madrass Three Months
I expect You have remitted Home at Bombay by the very first opportunity.
The remainder of Remittance I must leave entirely to You, and shall rest
my self assured that You will adopt every method in Your Power for
my

My stay at Bombay will probably be till the middle of July I hope to hear from You before I leave that Place

You will find by the first Account Current with Mr. Scottney that I have allowed him a discount of Eight per Cent: for one Month, the time limitted by the original agreement for Payment for the Whole of the Goods delivered — He will therefore be Accountable to You for Interest at the same Rate upon the Balance for the time that it remains in his hands after the date of the said Account, which I believe Mr. Scottney will think but reasonable although he seems to intimate the contrary —

Tellicherry
10th April 1775

I am, with esteem
Gentlemen
Your Most Obedt. Servt.
Wm. Thomson

This Exhibit Marked B was shewn to John Turing at the time of his Examination before me On the Part of the Complainant In a Cause depending in the Hon.ble the Mayor's Court at Madraspatnam Wherein Willm. Thomson is Complainant and Bryan Scottney is Defendant on the 30th Day of July Anno Domini 1785 —

J. Salding
Examiner

Mayor's Court at Madraspatnam } Between William Thomson Commander of the Ship Calcutta Complainant and Bryan Scottney of Fort Saint George Esquire Defendant

On the Part of the Complainant

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

John Turing Esqr. of Madraspatnam Aged 39 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 30th Day of July 1785. Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Venatachelum my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant William Thomson in this Cause and that he hath so known him Some Years, and that he doth know the Defendant Bryan Scottney in this Cause — and that he hath so known him some time — And more saith not to this Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith that he is no otherways interested in the Event of this Suit than as Attorney to Captain Thomson — And More saith not to this Interrogatory —

3d ..... To the third Interrogatory this Deponent Saith that he hath Seen Captain Thomas write and has Received Letters from him and that he believes the Signature William Thomson at the bottom of the Exhibits A and B Produced at this the time of his Examination is the Hand Writing of Captain Thomas — And more saith not to this or the last Interry.

John Turing

J. Spalding
Examiner

Witnesses Names
Charles Darke's
William Ross
Stephen Stopham

Interrogatories to be Administered to all such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Defendant In a Certain Cause Now depending and at Issue in the Honble the Mayor's Court at Madraspatnam, Wherein William Thomson Commander of the Ship Calcutta is Complainant And Bryan Scottney of Fort Saint George Esquire Defendant

On the Part and behalf of the above Named Defendant

1st Interry To all the Witnesses — Do You know or do You not know the Parties Complainant and Defendant in this Cause and in the Title of these Interrogatories Named, or either and which of them If Yea how long have You so known them, or either, and which of them, particularly set forth and the truth declare

2d Interry To Charles Darke — Was You or Was You not Appointed Attorney for Captain William Thomson the now Complainant Jointly with Edward Monckton and John Maxwell Stone of Fort Saint George Esquires, in the Year of Our Lord One Thousand Seven hundred and Seventy four, On One Thousand Seven hundred and Seventy five, or at any other, and what time Or with any other person or persons, and whom else If Yea for what Particular purpose was You so Appointed Attorney for the said Complainant What Accounts did he the said Complainant leave in Your hands Unsettled in this Country And against whom What Instructions did You receive from the said William Thomson the now Complainant upon his departure from this Settlement the

the whole of these Matters Particularly set forth and the truth declare

3d Interry To Do — Do You know or do You not know of any Agreement or Contract for Goods or Merchandize between the Parties Complainant and Defendant in this Cause, and in the title of these Interrogatories named If Yea of what Nature or to what purport was such Agreement And when and where was the same Executed or Entered into to what Amount Was the Value of such Goods or Merchandize Were they all Delivered before the Complainant left this Presidency or when were they delivered And in what Condition were such Goods delivered Was the tenor or purport of the Agreement performed and abided by Or if broke thro' by whom And in what manner the whole of these Matters to the best of Your Knowledge, Remembrance Recollection and belief, Particularly set forth and the truth declare, together with Your reasons for such Your belief

4th Interry To Do — Who was the Acting or Principal person in the management of the Complainants Concerns or Business transacted by one person in particular or by the three Attornies jointly If Yea, who was the Person deemed and Considered as the Acting Agent or Attorney for the Complainant William Thomson Which of them received Monies Accepted or paid Bills for or upon his Account the Whole of these Matters Particularly set forth and the truth declare

5th Interry To Do — Do You know or do You not know if any Bills of Exchange were drawn by the Complainant in this Cause and in the title of these Interrogatories named, from Bombay or from England, or where else For what he declared was the Ballance due from the Defendant Or for what other Sum or Sums of Money If Yea? at what time were such Bills of Exchange drawn and upon What

What Account Upon whom were such Bills of Exchange
drawn In whose favor for what Account or Value Upon
Whom by Name and Description By whom were such Bills
of Exchange Accepted were any and which of them paid
they paid in part or in full Was there or was there not any and
What Application made to the Defendant for notice given to
him thereof how were these Transactions managed and by
Whom the whole set forth and the Truth declare

6th Interr. } Did You or did You not as Acting Attorney for the Complai-
To Int. } nant finally close and settle all Accounts between the Compts
and Defendant in this Cause and in the Bills of these Interrogato-
ries named If Yea When In what manner or what Accounts
did You finally close or settle And what Accounts did You
leave unsettled to what Amount And for what Cause were
such Accounts left open or unsettled Did Messieurs Howard
Meuchon & the other Attornies to the Complainant in whose pro-
per & Agent and such Transactions or were they absent from this
Presidency at the time any such Transactions were done The
Whole of these Matters Particularly set forth and the Truth
declare

7th Interr. } Did You and the other Attornies of the Complainant Correspond
To Do. } regularly with each other and with the Complainant On which of
You held a Correspondence with the Complainant upon his Affairs
left in Your hands, or in Trust with You as his Attornies Was
the Complainant informed by his Attornies jointly or by which
of them in particular of the payments made by the Defendant
to him the Complainants said Attornies on his Account And
in what Manner by whom and when was he the said Compt.
informed

informed of any and what Settlement of Accounts Were such Settle-
ments Allowed or objected to by the Complainant And in what
Manner the whole of these Matters Particularly set forth and
the Truth declare

8th Interr. } Did the Complainant in this Cause and in the Bills of these Interro-
To Do. } gatories Named make any Demand either Personally or by Letters or
in what Manner and through whom Upon his three Attornies
jointly or any one of them in particular and which by Name of any
and what Sum or Sums of Money as a Ballance then or lie hands
And by them or him and by which of them Received from the Defend.
and in this Cause If Yea When was such Demand made Upon
Whom And in what Manner the whole of these Matters to the
best of Your Knowledge Recollection and belief set forth and the Truth
declare Together with the Reasons for such Your belief

9th Interr. } Did You or did You not Consider Yourself fully Empowered
To Do. } and legally Authorized by the Complainant to act for him fully and
absolutely in the Matter between him and the Defendant Was any
Objection Taken or made by the Complainant to any matter or
thing done by You as his Attorney and legal Representative &
has he the Complainant acquiesced Assented and Approved thereof
If Yea in what manner or Was there when or such his Approbation
Expressed or made known to You As how & when has he Ratified
the Premisses The whole of his Conduct Correspondence and
Transactions in this Affair Particularly set forth to the best of
Your Recollection and the Truth declare

10th Interr. } Did You or did You not Endeavour and endeavour to have all
To the 1st Int. } Matters in Dispute Particularly the one or more which this Cause

Regards

Depends, between the Complainant and Defendant amicably adjusted and finally Settled or how otherwise and in what manner did You Interfere or offer Your Assistance — Was it as a Mediator or Common Friend to the Parties, or from Interested Motives Upon what Conditions terms Grounds or Principles, did You interfere and advise the same to be Adjusted and finally closed — What terms or Conditions were Required by the Complainant, or by any other Person and whom, for him — What Acceded to by the Defendant, or by You or any other person and whom else for him — And what Rejected — Were any and what offers made to Accommodate and Put an end to the matter in dispute — If Yea by whom or upon whose behalf — The whole of these Matters Particularly set forth and the truth declare to the best of Your Knowledge Remembrance and belief, together with the Reasons for such Your belief —

11th Intery To Stephen Popham } Was You or was You not ever and when applied to by the Complainant in this Cause and in the title of these Interrogatories named or by any other person for him — And whom by name — And in what Capacity, to recover any and what Sum or Sums of Money from any person or Persons then Resident in Madras — And whom — On what Account — declared Consideration — And what Measure were You instructed to take in Consequence of such Application — The whole of these Matters Set forth and the truth declare to the best of Your Knowledge Remembrance Recollection or belief, together with the Reasons for such Your belief —

12th Intery To Do. } Were any and what Accounts at any and what time put into Your hands by the Complainant in this Cause or by any other person, and whom for him — And against whom by Name — If Yea Upon what Ground or Cause did

Did the same Originate — Or upon what Account was such demand set Up Against whom — And what were You instructed to do — or what was done in Consequence thereof the whole of these Matters set forth — Particularly and the truth declare —

13th Intery To Do. } Did You or did You not Endeavour and when, to have the matter in dispute between the Complainant and Defendant in this Cause — Amicably adjusted and settled — Or how otherwise — In what manner did You interfere or offer Your Assistance — Was it professionally or as a Common Friend to both parties — Upon what Conditions Terms, Grounds or Principles did You Advise the same to be adjusted and Closed — what Conditions or terms were Required — what Acceded to — And what Rejected — Or were any and what offers made — And by Whom, or on whose behalf — And upon what Grounds and principles Set forth the whole of these matters fully and Particularly and the truth declare —

14th and Last Interroga. To all the Witnesses } Do You know of any other matter or thing or have You heard or can You set forth any thing touching the matters in Question in this Cause, that may tend to the benefit or Advantage of the Defendant — If Yea — declare the same as You know, have heard, or do believe together with the Reasons for such Your belief as fully and Particularly as if You had been thereunto Particularly Interrogated —

Edward Ellis
Attorney for the Defendant

Mayor's Court at Madraspatnam

Between William Thomson Commander of the Ship Calcutta Complainant And Bryan Scottney of Fort Saint George Esquire Defendant

On the Part of the Defendant

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

Charles Darke of Madras Merchant Aged 40 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Defendant was on the 5th Day of May 1785 Signified at the Office of Mr Henry Du Puy who is Attorney for the Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant William Thomson in this Cause, and that he hath so known him Since the Year One Thousand Seven hundred and Seventy four And that he doth know the Defendant Bryan Scottney in this Cause, and that he hath so known him the Same time And More Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that in One Thousand Seven hundred and Seventy four He was appointed Attorney to Captn William Thomson with Mr Monkton and Mr Stone that this Deponent was the Acting Attorney and Received from Captn Thomson all his Papers and Accounts that Captn Thomson left a demand upon Mr Bryan Scottney to the Amount of Pagodas Twenty

Twenty two thousand and Odd with instructions to this Deponent to settle the Matter with him amicably and to Receive the Money when it was Convenient for Mr Scottney that Mr Scottney in the presence of this Deponent Requested Captn Thomson would leave his Purser behind for this Purpose and for Counting out and Examining the Goods Landed part of which was not done at the time of his departure which Captn Thomson declined saying that this Deponent would adjust every thing equally to his Satisfaction as if he were himself present And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, that there Was a Written Agreement for the purchase of Captn Thomson Investment the possession of this Deponent which he believes had been executed on the Voyage from England That the parties were Mr Scottney Mr Sage and Going on the one part and Captn Thomson on the other part that upon their arrival here Mr Sage and Mr Gording wanted to be freed from the Engagement and offered this Deponent £ three thousand payable in London to take their engagement off their hands which this Deponent declined that afterwards they made an Agreement with Mr Scottney who took the whale upon himself and Captn Thomson Released them from their engagement The Goods were all landed and Transported for Bengal but were not Particularly counted out which Captn Thomson desired this Deponent to see done in the same manner as if he had been here himself And more Saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that He Was the sole Acting Manager or Attorney to the Complainant That

that all Letters addressed to the three Attorneys Jointly which came into the hands of Messrs Stone and Monckton were sent to this Deponent by them unopened and all Letters wrote to Capt.n Thomson on this business were sent to the other Attornies for their Perusal but no Alterations were ever made nor did they ever sign their Names to any such Letters that all money was received and paid by this Deponent only and that the other Attornies never received or paid any money nor Accepted any Bills on Account of Capt.n Thomson but always refused so to do that on the Twenty fifth of October One Thousand Seven hundred and Seventy four this Deponent received a Letter from Capt.n Thomson addressed to himself only wherein he says "You Will excuse my being so urgent with You" I proceed from My having a greater Dependence on You than any friend at Madras I have given General Instructions which You will See followed" On the 2.nd Feb.y One Thousand Seven hundred and Seventy five this Deponent wrote Capt.n Thomson as follows. Bombay Capt.n William Thomson Dear Sir I wrote You by the Sea Horse and inclosed You an Account Current from Mr.s Scott they have not Yet had any Answer from Negapatnam about the Copper nor do I know that there Will be any Opportunity of freight for it Capt.n Tasker the Bearer of this leaves Bombay which most likely You may purchase in this case he will take the payment on Bills on Your Attorneys here I have talked to him on the Subject and the necessaries to be done, and I have wrote them a Letter telling them that we would do so Nothing good

Jas.s Taylor

22.nd Oct.r 1785

Such part of this Deposition as Consists drawn under a Paragraph ordered by Order of Court at the Hearing of the Cause

James Taylor Reg.r

Friend I think there will be a good Opportunity for You to get Your Money Secured for Healy does not know how we are situated as to our Cannot get Bills, Loans and Shocks as the Ships are going to sail. Dear Sir I Remain Your Assured Friend Signed Charles Darke And Mon.r Lastly I put to this Interrogatory

To the fifth Interrogatory this Deponent saith that those Bills of Bill were Drawn from Bombay as per Capt.n Thomson's Letter to this Deponent Dated Bombay the Twenty first July One Thousand Seven hundred and Seventy five as follows Dear Sir I have now an Opportunity of writing You by Capt.n Scot to beg Your assistance in Settling every Thing with Mr.s Scott very agreeable to Your Instructions You will receive by the same person I have Drawn Bills to the Amount of the Ballance in Your Hands including the Loss which You Write me we are Damaged from the Attestations I now send You it will appear Clearly from the nature of my agreement that I can by no means be liable to any part of it. But being Desirous of Settling myself that the Bills will be duly Honoured and the Account Settled in a Friendly manner without any Dispute. Your Attendance as well as Assistance will Oblige me very much as the money is to be sent to China

Such part of this Deposition as Consists drawn under was expunged by Order of Court at the Hearing of the Cause

James Taylor Reg.r

22.nd Oct.r 1785

Mr.s Hunters Account when proceeds from Bengal to England that Gentleman has Advanced me Cash for the whole Amount of the Bills Drawn on You from thence I should shew at Madras in the way to Canton to China pray give him a Copy of the agreement between those Gentlemen and me as I have given him a power to act for me in this Business. I Shall Stay at Madras for the Ships Arrival as I have had so much Trouble and Vexation in adjusting matters that I now appear to be

be Similarly Settled before I left Madras for Scotland who since I thought It was my friend seems Quite to have forgot himself by the Stile of this letter but we pray put him in mind of the Case when they would not allow me to go on shore until the Agreements were Signed and properly Executed I have now my grand Object at Least Five hundred by Obliging him which I had a just right to, upon Considering this Matter maturely You will Meet with few people that will give up such a Sum as that so easily as I did most of those Circumstances I mentioned to You when at Madras so shall say no more and that Subject I am now to Acknowledge the receipt of two Cabinets by Capt.n Lammens of the Aurora they with the Hind shall be Properly Taken care of and Delivered to Your Order on England I Advised me by the first Ships we had to bid me Should Remain to Madras for my next Voyage whether You can enter into an Advantagious Contract with the Naval Yard may Depend on it being properly Executed for You only advised how You would Have it conducted after it comes to India shall entirely Depend on You for every intelligence wanted for an investment to Your place which I hope You will Not fail in Sending me, Have made no Additions to my Voyage since My Arrival on this Coast but I flatter myself with the making Something Handsome Home The China Ware I purchased of You Found upon Examining above half Broke but shall Make the most of it at all Events I must Desire by that Article Mentioned no more in this side of India Except this Mentioned Here having just an intire Stagnation to Trade

Sincerely wish You Health and Prosperity and Remain

For Yours Sincerely Signed Wm Thomson By the Bayford Capt.n Lucke to Wm Dark

which Bills these Presents Attorneys Refused to Accept and they were Accepted Sola by this Deponent two of which Bills this Deponent paid in full the One to Mr De Souza in favor of Walter Watts for Pagodas Two Thousand four hundred and Twenty four and ten Fanams Another in favor of Mr Hunter paid to Messrs Pelling and De Fries for Pagodas Three Thousand three Hundred and Seventy Seven Pagodas Nine Fanams and Sixty five Cash the third Bill was in favor of Mr Hunter for Pagodas One Thousand Seven hundred and Twenty three and a half which this Deponent Has discharged and protested by Messrs Pelling and De Fries and Account of the whole Contract being discharged that No Notice was Given to the Defendant of those Bills being Drawn or Any Demand made upon them by this Deponent for the other Attorneys because this Deponent Has Received the Amount of the Complainant Demand from the Defendant and Bengal Bills all which Matters he Advised Capt.n Thomson of by Letters as follow Madras fifteenth October One Thousand Seven hundred and Seventy four Capt.n Wm Thomson

22nd Oct.r 1785 Such part of this Deposition as a Lucke drawn under was signed by Order of Court at the Hearing of the Cause James Taylor Reg.r

Dear Sir I received Yours of the Twenty first July from Bombay and am sorry it was not in our power to Answer all Your Draft from thence in favor of Mr Hunter July 22nd as per Account on the other side the Real money of Mr Scattergood in My hands to the Amount of Pagodas Nineteen Thousand Six hundred and forty Eight Twenty four Fanams and forty four Cash with Interest to the Nineteenth July Makes the Sum due Three

Have Agreed to pay You Pagodas Fourteen Thousand four hundred and Fifty two Nine Fanams and Thirty Cash nearly this Sum I had Drawn of this which I had borrowed of Hundies Bengalls for the use of the Nabob and to Assist him in getting in money upon from thence but the Nabob failing in his promises of Payment hence at the time his Bond for this Money and Agreat Deal more I could not get Mr. Scottany any more than Pagodas Eight Thousand One hundred and Thirty Three Nineteen Fanams and Sixty five Cash which the Money Mr. Mr. Stone Mr. Monckton and my self gave them a Receipt for on Your Account and I paid Your Drafts as p. Account Enclosed the Remainder of this Money is due to him which I will pay him before the January Dispatch and it shall be Received by as Your Attorneys and sent home to You Hon.rs. And should there be any Difference on the rate of Exchange that You will Reckon with Mr. Hunter and this Model I will make it good as far as the Six Thousand Pound Mr. Scottany Since that time we have Received the Affidavids of Your Officers concerning the Land for which Mr. Scottany now Says he Supposes he must pay it so that there Remains nothing now to be Settled but the Differences and Grant of the Customs and the Deficiency of Stationary I Bought of from Mr. Scottany and Opened the Trunk my self I am certain it had not been unpacked before as the Trunk Could not Possibly Hold any more so that it appeared to Me to be a Mistake of Stationer as the Things was not near not near the same as contained in the other Trunks. The other Differences Mr. Scottany says his People are ready to Swear to them and he further says this was the Reason why he wanted You to leave Your Papers Delivered to examine as there was not time from the shortness

of Your Stay as to the Part of the Customs he has Drawn You for that I Hon.rs he will Insist on this being Deducted, which I say are Reasonable and as he never Never pay Customs nor was there a Table Mentioned Some about them for I said I would give Sixty p.r Cent. but this shall make no Difference between the Land. My Dear Sir Very truely Yours &c.a Signed Chas.s Darkie. Madras Sixth March One Thousand Seven hundred and Seventy Seven My Dear Thomson I have Lately been so embroiled this my Concerns with the Nabob, that I have not paid due Attention to my friends which I beg them all to excuse, I have had so much Uneasiness to Encounter that You will Hear Various Reports of my Situation but do not credit any but the following. The Nabob and his Family owe me Two Lacks and fifteen Thousand Pagodas I have had from them flattering promises from day to day for these Twelve Months past that I should Receive Great Part of my Money, But I have Received Nothing but promises, the Country being Drained of Specie and the High Interest that the Nabob and Poncers give for Ready Money Which is Twenty p.r Cent and pledges for Security so that those who have Money out at Common Interest are not satisfied this together With the Party work which the Revolution has Caused here have Put the Settlement together by the Ears so that one half do not speak to the other and do every Ill Natured Thing to hurt each other I do not Owe more than half the Sum that the Nabob owes me but I could not get my Money to Answer the Demands on me and my Creditors at Length began Suing me, I offered the Nabob Bonds for Security for Double the Amount to no purpose But the Money would do, When I found this I went to the Nabob and Demanded my money with a Determined Resolution Not to quit him or his Country till

I

I got at least as much as would pay my Creditors every Pagoda
Dowe, three Lamb and three I will stay at Cheyanack where
I have been a Month with Assurances that I should have sufficient
Satisfaction for my Creditors I do believe now I shall in a few days,
Since I have been there Mr. Nabob has had Much difficulty to
Pay the Company a Large Sum, which was done to Day as the Gent.n
here might inform the Company at Home sett, They Assurement
Now that mine shall be the Next Business settled Pendeny my
Money with them I have a Large Stock of Goods, and European own
amount to forty Thousand Pagodas which I cannot at present Remove
Their Fasting Situation and I will not quit Cheyanack Ballance till
I get real Security for my Money, what what I have said is the Reason
I could not pay Your Ballance that it might be remitted to You as
before promised, I hope to send it by the Hector Capt.n Williamson who
Comes hence to be dispatched, I send my friend he to all Concern
about it You shall have it and the Interest as far as this You had
it now in Your Chest, I have received Your 4.to Current touches as
Madras will Afford I hope You will not be out till Seventy Nine
Whenever any thing Must be bill the Law & c.a Signed Chas Darke
To Will.m Thomson Esq.r London" and Indorsed Said Mr. to this
Interrogatory

6th ——— To the Sixth Interrogatory this Deponent Saith that as acting
Attorney he did finally close this Account with Mr. Scattergood as
far as Mr. Scattergood would agree to pay all of which Ladened Capt.n
Thomson as Appears by the foregoing Letters that the only time
the other Attorneys ever interfered with this Deponent in Mr.
Thompsons affairs was once at Mr. Stones House and the Year One
Thousand Seven Hundred and Seventy four for no more than Capt.n
Thomsons Affairs stood — and Answer Said Mr. to this Interrogatory

7th ——— To the Seventh Interrogatory this Deponent saith, that he did Converse
with the Complainant and that to the best of his knowledge and belief
the other Attorneys were desirous to have up on their Affairs that on the
foregoing Letters, this Deponent informed the Complainant that
Settlement made with Mr. Scattergood was allowed of and the balance in
the hands of this Deponent Received from Mr. Scattergood was demanded
from this Deponent by Mr. Peter Thellusson the acting Attorney of Capt.n
Thomson as appears by his Letter dated the Eighteenth of February
One Thousand Seven hundred and Seventy eight accompanying a
Letter from Capt.n Thomson to Messrs. Stone Monckton & Darke and the
Account Current Sir" I am to Request You that Capt.n Hamby Mr.
John Read head & and my self have received a Power of Attorney
from Capt.n Will.m Thomson Commander of the Calcutta East Indiaman
empowering us to recover all his just and Lawfull Debts at this Place
and to call upon You, Messrs. Stone and Monckton as the late Attorneys
for the Balance of his Account in Your hands Amounting as per
Account Current to Pago.s Eight Thousand five hundred and Sixty
Nine, Thirteen Fanams and forty four Cash for which Sum he had drawn
a Bill of Ex.e payable Sixty Days after presentment, and that Mr.
John Read head and my self have received a like Power from David
Thomson of Westminster, with Instructions to recover payment of a
Bond for seventeen hundred Pagodas granted by You to him and
late Agent Attorney of the Honble Edward Monckton Esqr.e
We much recommend to fear the Situation of Your Affairs, but as we
have only the Legislature Line of conduct to have to abide by we are under
the necessity of taking every Legal one that to secure the property of Our
Constituents, by calling upon every Person Indebted to him power of
Attorney

Attorney, in their Separate Capacities for the payment of the Debts I inform
I now apply to You, and Request that You will favour me with Your
Answer with all Convenient expedition. I am Sir Your Most Obed.t
Serv.t Signed W.m Petrie Rob.t Ambl.r Lord. G.o George Eighteenth Feby.y One
Thousand Seven hundred and Seventy Eight. To Messrs.s Stone, Monckton
and Darke Esqr.s Gent.n W.t The Disadvantages I have suffered by my
Bills from Bombay in favor of Messrs.s Pelling and De Fonzen Acct.
of Lieut.t Hamby Esqr.e being Protested, You are no doubt very sensible of
I waited Your Pleasure since the Arrival of the Grenville expecting by
that conveyance a Remittance for the Balance of my Account with Mr.s
Scott[illegible]. This Ship has long since Arrived without bringing me a single
Line from any of my Friends at Madras, and my Disappointment
has been the Greater, as I received Positive promises from Mr.s Darke's
Last Letter, dated 5.th Month Oct.r One Thousand Seven hundred and
Seventy five, that he would certainly remit my Money home by the 1.st
January Ships. As it is probable that Mr.s Stone and Mr.s Monckton
will have left Madras, before the Ships which Carries this Arrives there,
I have been under the Necessity of Appointing the undermentioned
Gentlemen my Attorneys for the Recovery of my Debts in Madras. Viz.t
Messrs.s Petrie, Read Stead, and Hamby, to whom I beg Mr.s Darke is
requested to settle my Accounts. I have settled every thing with Mr.s
Scott[illegible] here, and have made him such Deductions as are Satisfactory
To him, therefore hope You have not made any Allowance for the
exceptions, which he formally brought Against my Account. From
the Accounts which I have Received from Mr.s Lind & Hunter, it appears,
that You have paid an Account of the Bills drawn payable to this Amount
Only Pago.s Five Thousand and One hundred Ninety four Pash.s
Which Sum was to the Bills of Exchange in favor of Walter Walls Esqr.e for

Pago.s Two Thousand Four hundred and Twenty four and Ten Fanams, which
Pagodas have been paid, make the Sum Total paid by You on Account
of Bills from Bombay only Pagodas Seven Thousand Five hundred and
Twenty four Nineteen Fanams and Sixty five Cashes. This sum I find
is made up of Agreable to the sums, which Mr.s Darke informs me to have
been Received from Mr.s Scott[illegible]. But as there is a difference between Mr.s
Scott[illegible]'s Acct.t of Money paid, and Mr.s Darke's Receipts, I presume some
Mistake has happened, which time doubt will be easily rectified. For the
balance of this Acct.t I have drawn Bills of Exchange on You Payable to
Messrs.s Petrie, Read Stead and Hamby for Star Pago.s Eight Thousand five
hundred and Sixty Nine Fanams and Forty four Cashes. If any error
should appear in the Acct.t by mistaking Dates or otherwise, the Gentlemen
Above mentioned will settle them. For other Accounts inclosed also Mr.s
Darke will please to observe is for a watch Claim &.c which I have omitted
to give me Credit for before I left Madras. I am Gent.n Your Most Obed.t
Serv.t Signed W.m Thomson London Month July One Thousand Seven
hundred and Seventy Seven

D.r Messrs.s Stone, Monckton & Darke Esqr.s and Co.s in Ac.t with W.m Thomson C.r

			Pago.s	Fa.	Ca.				Pago.s	Fa.	Ca.
1775 July	9	To Cash paid Mr.s Bryan Scott[illegible] Esqr. per Bill of this Date	1452	9	30	1775 Aug.t	2	By Bills of Exchange in favor of Walter Walls Esqr. and Co.s	2424	10	0
Aug.t	2	To Cash paid this Acct.t Duty on Pago.s 1452.9.30 being 1 p.r Cent	16	0	0			By Do.s Do.s in favor of Messrs.s Pelling and Deforing	1377	9	65
		To Interest on Pago.s 6777.21.65 being the Bal.ce due the 2.d Aug.t 1775 for the 2 Days 2.d Aug.t 1775 to the 2 Sept.r 1775 is 2 Months & five Months Int.t @ 8 p.r Cent p.r Annum	248	24	0			By part Bills of Exchange in favor of Messrs.s Pelling & Deforing	1722	0	0
		To Difference of Exchange on Mr.s Darke's Account Settlement Pago.s 6777.21.65 Mr.s Stone and Mr.s Monckton & Pelling & Deforing on Acct.t of Bills of Exchange	1539	0	0			By Do.s in favor of Lieut.t Hamby	220	0	0
			Pagodas	16213	33	30				17444	1765
1775 Sept.r	2	To Ballance Brought down	8769	18	65			By Balance due to Mr.s Thomson	8769	18	65
1775 July	2	To Interest to this Day at 12 p.r Cent	2570	33	60						
									Pagodas	16213	33 30

Madras 2.d July 1775
E. E. Signed [illegible]

1775 Excepted
London 9.th July 1775
Signed W.m Thomson

8th ..... To the Eighth Interrogatory this Deponent refers to his Answer to the preceeding Interrogatory — And more saith not to this Interrogatory —

9th ..... To the Ninth Interrogatory this Deponent saith that he did Consider himself fully Authorized to Settle and discharge all Account between the Complainant and Defendant, that he never considered himself a debtor to Mr Scottney but to Captn Thomson for the balance received of Mr Scottney on Captn Thomson Account. And for that Purpose when this Deponent Called his Creditors together in One Thousand Seven hundred and Seventy Seven and he Applied to Mr Stone for to Sign his Letter of licence for Captn Thomson agreeably to what the other Creditors had done he Signed the Same for Captn Thomson — That Mr Petrie on his Arrival Always Attended the Meetings of this Deponents Creditors for Captn Thomson and on Mr Petries leaving Madras he Appointed Mr Popham the Attorney for Captn Thomsons Affairs — That on the fifteenth May One Thousand Seven hundred and Eighty One in an Address to my Creditors Proposing a new Arrangement and to get my Affair into my own hands wherein Mr Popham who is particularly discrebed as Atty for Captn Thomson Agrees to the Proposals in the following Words "the
" Sum agreed to be remitted under the Name of Interest by the Execution
" Creditors who have Acceded to this Proposal and the immediate prospect
" of so considerable a Dividend to be paid to the Simple Creditors are Advan-
" tage which in my humble Opinion those Creditors should not forego.
" Besides the Situation of each Creditor individually under the Arran-
" gement Proposed by Mr Darke is for other obvious reasons much
" Preferable to their present Prospect, as Atty therefore for Mr William
" Petrie as far as relates to the Affairs of Captn Willm Thomson I approve
" of the proposal in Question on the part of Captn Willm Thomson"
" (Signed) S. Popham — And Afterwards Signed with all the other

Creditors

Creditors a Deed Signed and executed for that purpose — and more saith not to this or the last Interrogatory —

Chas Darke

J. Spalding
Examr

Mayors Court at Madraspatnam

Between William Thomson Commander of the Ship Calcutta Complainant and Bryan Scottney of Fort Saint George Esquire Defendant

On the Part of the Defendant

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

William Ross of the Honble Company's Service Aged 30 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the 11th Day of May 1785 Signified at the Office of Mr Henry Du Puy who is Attorney for the Complainant by Vencatachillum my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith that he hath known the Defendant Mr Bryan Scottney since the Year One Thousand Seven hundred and Seventy Nine that his Acquaintance with the Complainant Mr William Thomson was Short and commenced on his Return from Bengall some time in the Year One Thousand Seven hundred and Eighty three — and more saith not to this Interrogatory —

10th

10th ..... To the Tenth Interrogatory this Deponent Saith that the Mr. Scottney the Defendant being called upon by the Complainant Captn. William Thomson for a Settlement of Account and the Complainant having Stated Claims which the Defendant thought unjust and having likewise thought that the Acct. Was erroniously Stated this Deponent Called upon the Complainant on the Part of the Defendant in hopes of getting the Errors in the Account Rectified and the matter in Dispute Amicably adjusted — that the Deponent does recollect to have learned that Mr. Scottney the Defendant had at the time Some offers of Securities from Mr. Darke, to whom as it appeared either the Complainant or Defendant must have had Recourse in Case of a decision in Law against him — that Mr. Scottney the Defendant was willing to settle the matter amicably and in the Confidence these Securities afforded to him and from a Desire to avoid the expence and Vexation of a Law Suit It was under these Ideas that this Deponent called upon the Complainant Captn. Thomson with overtures of an Accommodation from the Defendant that this Deponent cannot at this time give a detail of the Conversation he held With the Complainant but this he can aver that Mr. Scottney Did not and that this Deponent did not for him admit the Justness of Captain Thomson's Claim On the Contrary that Mr. Scottney thought and Declared it to be unjust and this Deponent can Venture to declare that had not the Defendants Reasons for that Opinion appeared convencing to himself and to this Deponent he would not have thought of employing a medium nor would this Deponent have consented to be Come one. that this Deponent does further recollect the Complainant Capn. Thomson would not decide upon the proposal this Deponent made to him on behalf of Mr. Scottney but Refered this Deponent to his Attorney Mr. Thomas Jones to whom this Deponent Repeated the same Conditions and Argued the advantage of a Compromise at that time to both Parties And this Deponent does further recollect that Mr. Jones Seperated from him upon a Very inconsiderable difference which to the best of this Deponents Recollection was a demand upon Mr. Scottney for his (Mr. Jones) charges as a reward for the Trouble he had taken for Capn. Thomson which this Deponent would not Accede to on behalf of Mr. Scottney — And more saith not to this or the Last Interrogatory —

William Ross

J. Spalding
Examr.

Mayor's Court at Madraspatnam

Between William Thomson Commander of the Ship Calcutta Complainant and Bryan Scottney of Fort Saint George Esquire Defendant On the Part of the Defendant

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

Stephen Popham of Madras One of the Attornies of this Honble Court Aged 39 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the 28th Day of May 1785 Signified at the Office of Mr. Henry Du Puy who is Attorney for the Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent Saith that he has known the Complainant Captn. Thomson since towards the end of October One Thousand Seven hundred and eighty two and the Defendant since the Year One Thousand Seven hundred and Sixty Nine And more saith not to this Interrogatory —

11th

No. 4

To the Eleventh Interrogatory This Deponent Saith the Captain Hambly who Commanded the Lord Nelson Indiaman on which This Deponent came to Madras first Spoke to him about some Law business he should have with This Deponent as soon as he Landed there and which This Deponent afterwards Understood to Relate to the present Complainant and soon after his Arrival Which was in February One Thousand Seven hundred and Seventy Eight Mr. William Petrie Retained This Deponent generally in all his Law business and This Deponent believes that soon after his Arrival Mr. Petrie Demanded of Mr. Charles Darke the Acceptance and Payment of a Sett of Bills of Exchange drawn by the Complainant on Messrs. Stone Monckton and Darke and in favor of Messrs. William Petrie John Read Read and Captain Hambly dated the Sixth July One Thousand Seven hundred and Seventy Seven for Eight Thousand five hundred and Sixty Nine Pagodas Thirteen fanams and forty five Cash to which Demand This Deponent believes Mr. Darke in his Answer dated the involved Situation of his affairs and that he had Surrendered his Effects to Trustees, in Consequence of which Mr. Petrie and Mr. Read Read who with Captain Hambly had power to act for the Complt. determined as This Deponent understood afterwards to have Recourse on Messrs. Stone and Monckton the Two Persons who had formerly with Mr. Charles Darke been the Complainants Attorneys, for the said William Petrie Conceiving them liable to the deficiency in consequence of their having Accepted the Power of Attorney from the Complainant and Discharged Certain Duties on that Capacity. Mr. Read Read having died about the Months of October One Thousand Seven hundred and Seventy Eight and Captain Hambly having Sailed from Madras long before that time the whole Power from the Complainant Vested in William Petrie who by Letter dated Twenty first December One Thousand

Seven hundred Seventy Eight gave over to This Deponent Sundry Papers Relating to the Affairs of the Complainant with a Letter of Instructions of which the Accompanying is a Copy Dear Sir Madras 24th. Decemr. 1778 Having already Requested of You to take charge of the Affairs of Captains William and David Thomson which have devolved Many Sole Management by the absence of Captain Hambly and the decease of Mr. Read Read and as You so Obligingly Consented thereto, I now transmit You their several Papers, Lists of which are enclosed, and Request the favor of You to attend to their Interest with Your Usual Ability and Assiduity. On the part of Captain David Thomson there is a Remark, till Remove to be done, Namely to receive his proportion of such Dividends, as may arise from the Effects of Mr. Charles Darke Whose Affairs I understand are in a State of Insolvency. As Messrs. John Maxwell Stone and Edward Monckton are joined with Mr. Darke in Captain William Thomsons Power of Attorney and as they Accepted thereof, and discharged certain Duties in that Capacity, it appears to me that Recourse can be had upon them at Law, for the Balance due to Capn. Thomson in Account with the said Attornies. When I left that Place, last February for Tanjore I delivered over the Accompanying Papers to Mr. Read Read with a Letter, Copy of which is herewith transmitted to You advising that You should be immediately Consulted on the foregoing Case and Instructed to demand of the Attornies of Messrs. Stone and Monckton, the Balance due to Captain Thomson, and in case of their Refusal, to commence a Suit against them for the same. I remain Dear Sir Your Most Obd. Humble Servant Wm. Petrie PS As Capts. W. Thomson are shortly expected here, on the Calcutta Vessel will be requested to make them Acquainted with the State of their Business and to Conform to such Instructions as they may think Proper to give You thereon

22 Oct. 1783
Each part of this Deposition as above is drawn under was Expunged by Order of Court at the Hearing of the Cause Jones Esqr. Regr.

thereon Stephen Popham Esqr this Deponent Prepared the Bill of Complaint against Messrs Stone Mockton and Darke in Consequence of the above Instructions and was about to file it but either the expected Arrival of the Complainant or his Brother or the Supercession of Mr Petries Power of Attorney by a fresh One granted by the Complainant to Captain Montgomery and Mr Forbes or some other Circumstance which this Deponent cannot now call to mind Prevented any Prosecution of that Suit Sometime afterwards Captain Montgomery and Mr Forbes made over their Power of Attorney to Mr Petrie by which he was again the Sole Representative of the Complainant and Mr Petrie made it over to this Deponent and Mr Richardson late One of the Attornies of this Court and by the death of Mr Richardson the Power Vested in this Deponent Solely after which Mr Petrie again instructed this Deponent to file the Bill against Messrs Stone and Mouckton as he Still Conceived them liable, but altho drawn out and ready to file it was Not done or any further Proceedings had thereon the Preparing the Bill of Complaint was delayed by this Deponent for some time in Consequence of Some other business which called for his more immediate Attention but why it was not filed after it was drawn out this Deponent cannot now till it is probable that the expected arrival of the Complainant prevented it his Ship however proceeded to Calcutta without Stopping at Madras about Six or Eight Months afterwards Mr Darke made some new Arrangement with his Creditors and asked this Deponents Consent thereto as the Representative of the Complainant, It was some time before this Deponent could resolve What to do on mature deliberation however of the Critical situation in Which Charles Darke stood and of the Advantages gained by the simple Contract Creditors of which the Complainant was one by the new Arrangement

This

This Deponent Consented thereto and Assigned his Reason at the same time in the following Words The Sum agreed to be remitted under the Name of Interest by the Execution Creditors, who have Acceded to this Proposal and the immediate Prospect of so Considerable a Dividend to be paid to the simple Creditors are Advantages which in my humble Opinion those Creditors should not forego Besides the Situation of each Creditor individually under the Arrangement proposed by Mr Darke is for other Obvious Reasons much preferable to their present prospect As Attorney therefore for Mr William Petrie as far as relates to the Affairs of Captain William Thomson I approve of the Proposal in Question on the part of Captn William Thomson, S. Popham Thus Matters stood till the arrival of Captain David Thomson in January or February One Thousand Seven hundred and Eighty One who had fresh Powers from his Brother, and who desired Mr Darke and this Deponent to meet him in order to Confer about the Complts Situation when he informed this Deponent and Mr Darke that he had the opinion of Some man of the Law in England that the Complt had a Remedy at Law Against the Defendant This was the first time this Deponent heard any suggestion of the Defendant being at all Concerned or interested in the outstanding Accounts between the Complt and Mr Darke Captain David Thomson stated the Principal Points to this Deponent in Consequence thereof and of what was also stated by Mr Darke at a Meeting between this Deponent and them, This Deponent was led to Conceive that there was a Remedy Against the Defendant in favor of the Complainant and on the Facts as Stated this Deponent gave an Opinion Accordingly This Deponent desired Captain David Thomson to relieve him from his situation as Attorney to his Brother which he refused as he said his Brother

Would

Would be out Shortly — In October One Thousand Seven hundred and Eighty
two The Complainant Removed into Madras, and on his first Conversation about
his Concerns he Said he had nothing to do with Mr Darke for his Remedy
Was Against the Defendant This Deponent then expressed his Regret at
what he had done as his Attorney and Advised his Settling the point with
the Defendant as soon as Possible That in Case any of the outstanding Concerns
of Mr Darke should be Received the Owner the other might Receive Proper
Satisfaction Hence the said Complainant said he was in no Hurry that he should
Wait the Defendants Return to Europe and then Attack him This Deponent
then entered into Long Arguments on two different Grounds to Shew such a
Plan was imprudent and that it was better to have the Affair terminated
here and Soon Particularly as during the Contest neither could demand
Payment from Mr Darke he then said he should think of it on his
Return from Bengal where he was then going — This Deponent
Mentioning those Circumstances to the Defendant then seemed Attonished
at the Idea of a Law Suit in England for Transactions which happened
here and said the Complainant should never have this View on that Ground
for that he would sooner Stay here all his Life than Gratify the Complt
in such an extraordinary Business That it was surprising the
Complainant should have been Silent so many Years and now
Pretend to a Claim on them That he was not conscious of this having
any just foundation for such a Claim but that as he dreaded a Law
Suit which might impede the final Settlement of his Concerns and
retard his Return to Europe he would give a Sum of Money over and
above the Balance he Acknowledged he owed the Complainant in Order
to Avoid all Trouble and that if a Law Suit must Ensue it seemed
better for both parties that it should be commenced in India being the

Spot

Spot where the Transactions happened, and where it might be
sooner concluded, he afterwards on the Complainants Return from
Bengal offered to Settle matters by Arbitration and Bonds were
drawn out between the Parties, some Overtures were made on the
Interim by the Defendant, but not Accepted by the Complainant the
time for finishing the Arbitration required in the Interim and the
terms required by the Complainant were such as the Defendant would
not Accede to, and a Law Suit was then determined on by the Complts
in which this Deponent was Alleged to decline Acting as the Complts
Attorney for the Reasons given in the Accompanying Copy of his
Letter to the Complainant under date the Seventeenth of September
One Thousand Seven hundred and Eighty three Six Weeks perpetual
Hurry and which I have been engaged since the Receipt of Your Letter has
Prevented me from taking an earlier notice of it — Many Efforts to
Reconcile the Differences of Opinions between You and Mr Sotheby having
failed, and my Peculiar Situation with Mr Sotheby from the Obligations I am under to him precluding me from Acting against
him on any Occasion I am Backwarding at the Idea of giving You
a Bill of Costs respecting concerns in which I have never been Alleged
to be Concerned all further understanding that Papers there from I now believe
ought to You as well as those Received from Mr Peters as what Passed
from Your Brother and Mr Darke as well as Your Drafts Minutes
Letters &c &c &c Becoming only Mr Peters Letter became directing what
I was to do, and of that also I send You a Copy — If Your concerns by a
View of those Papers that I have had an Account of Your
Brother David Thomson and Your own Accounts to Settle any
Discrepancies

22 Oct. 1785
Incl. part of this Deposition was a Minute drawn under wax Expunged by Order of Court at the Hearing of the Cause James Taylor Regr

Inconvenience I shall Leave the Quantum thereof entirely to Yourself Saml
Swt Your Most Obedt Servant & Payt Saml Cayth Wm Thomson which
Letter with this other Matters above Set forth comprehends all that this
Deponent knows material to the Cause, and to which he is at Liberty to
Speak as being matters of Fact mostly will known to others and of which
therefore he can receive no Right to give Evidence without any imputation
of his Duty as an Attorney employed in the Matters in Question And
more saith not to this Interrogatory

12th To the Twelfth Interrogatory this Deponent saith Mr. Mr Petrie delivered
to this Deponent the set of Bills of Exchange referred to in the Answer to
the former Interrogatorys as Drawn by the Complainant on Messrs
Stone Monckton and Darke and in favour of Messrs Petrie Readhead
and Hambly Dated the Ninth of July One Thousand Seven Hundred and
Seventy Seven for Pago das Eight Thousand five Hundred and Sixty
Nine Thirteen Sanams and 20 the five Cash and payable at Sixty Days
Sight With sundry other Papers Mr above Bills were as this Deponent
believes for the Balance which Messrs Stone, Monckton and Darke
owed the Complainant as his Attorneys, and for which Mr Petrie
thought Messrs Stone and Monckton liable in consequence of their having
Accepted the Complainants Power and Discharged certain Duties in
that Capacity, and he Acquainted this Deponent on that Account the filing
Bill against them Why the Bills were not filed This Deponent has the Date
in his Answer to the former Interrogatory And more saith not to this
Interrogatory

13th To the Thirteenth Interrogatory this Deponent saith That he offered
his Assistance to settle the Matters in Dispute as a friend to both parties
he advised the Complainant to settle at once Rather than continue the
inconvenience

inconvenience Vexation and Delay of a Suit at Law that half this
Supposed Cayan in hand was better than a Process at Law for the
Whole This Defendant was anxious to have the matter settled
and after an Enquiry of Mr Darke into the Nature of this Situation
and how far he could be counter Secured he made some offers of
Consequence to the Complainant, but he never once Acknowledged
any Right in the Complainant to call them to Account the principle
Plea was that which should Actualy any man in this sound
Senses Namely the Dread of a Law Suit even on the best Grounds
And more saith not to this Interrogatory

14th To the Fourteenth Interrogatory this Deponent Saith That he Knows
and Recollects any other Matter in the Cause except that the Defendt
has Many Months Ago Tendered for Mr Darke the Counter
Security which he had formerly taken from them Respecting the
Matters now in Dispute and That he has understood Mr Darke
offered the Defendant other Securities towards his Indemnification
Should a Demand pass against him which he the Defendant Refused
And more saith not to this Interrogatory

J. Spalding Saml

S. Popham

More than 8133.19.65. which Money we, Mr. Stone, Mr. Monckton and my Self gave him a Receipt for on Your Acct. and I paid Your Drafts as pr. Account inclosed. The remainder of this Money is due to him which I will pay him before the January Dispatch and it shall be received by us Your Attorneys and Leat home to You then, and should there be any differeace in the Rate of the Exchange that You Settled with Mr. Hunter and this Mode I will make it good as far as the 6000 pay I owe Mr. Scottney

Since that time we have Received the Affidavits of Your Officers concerning the Lace for which Mr. Scottney now Says he Supposes he must pay it so that there remains nothing more to be Settled but the deficiencies and part of the Costoms; As to the Deficiency of Stationary I bought it from Mr. Scottney and Opened the Trunck my Self I am certain it had not been unpacked before, as the Truack could not posubly hold any more so that it Appeared to me to be a Mistake of the Stationer as the Things was not near the Same as contained in the other Trunckes. As to the other deficien-cys, Mr. Scottney Says his people are Ready to Swear to them, and he further Says this was the Reason why he wanted You to Leave Your parser behind to examine them, as there was no time from the Shortaess of Your pay; as to the part of the Customs he has debtor'd You for, 'tis that part that I bought he will insist on its being deducted, which appears Reasonable, and as to me about them, for when I Said I would take these things I told Mr. Ball that I would give 60 pc., but this shall make no diffrence between us — I am

My Dear Sir

Very truly Your
devoted friend & Servt.
Chas. [illegible]

Inclosed I send You a price Current the Markets You will find are Very low here I am sorry for Captn. Stoakes who was kept there he has been Oblige to Retait very Low. and leave Great part behind him Launders sold for 30 pc. Ct. and look out 1/3 of his Investment bad Articles I Bor. Stainforths all round at 45 & 50 pc. Ct.

I will write You very fully in January with Your Money be Assured — And also concerning what Business we Can be at a Certainty at wth. the Nabob 'tis Lucky You will not be out Next Year as the Markets will be Very bad I have wrote Your Brother — Adue Yours truly — D7

C. D.

Captn. Wm. Thomson

Bombay 12th June 1775

Duplicate

Gentlemen

Since my last to You from Tellecherry I have drawn on You, three Letts of Bills of Exchange for the amount of the Balance of my Account with Mr. Scottney without Interest being Sixteen thousand Eight hundred and Seventy seven Pagodas, nine Fanams, and Sixty five Cash, of which Bills I have advised You Separatly — I have likewise drawn upon You for Two hundred and Twenty Pagodas in favor of Francis Jourdan Esqr. in part of the Interest of the said Balance due from Mr. Scottney

The remainder of the Interest I must request You to Make up on the different sums Received of Mr. Scottney, from the date of his Account Current, and pay the whole to Messrs. Telling and

De

De Freize, who are Authorized by Mr. John Hunter of this place to Receive it on this Account, as he has Advanced me the Cash there

Inclosed I send You an Affidavit made here, relative to the Condition of the Gold and Silver Lace &c. at the time it was delivered at Madras on board the Alexander to which I refer You Hoping Mr. Scottney has consented to Settle this Account with me According to the last Statement Transmitted from Tellicherry, Which Will prevent any further Dispute or Altercation between us. If he has not I am Determined that the Law shall Assist for us, tho at the same time I should be sorry to be Reduced to such a Necessity Therefore beg You to get the matter finished if Possible without coming to that extremity

I know not at present what disadvantages I may Suffer, by taking several Articles off Mr. Scottney's hands at his own Request As Yet I have not been offered Twenty per Cent. upon the Prime Cost of any of them, owing to the general Stagnation of Trade at this place This considered I think I have as much reason to complain as Mr. Scottney I have written to Mr. Scottney Acquainting him that if the whole of the Balance is not paid early enough to Discharge my Bills, that the Consequences of their being Protested, must fall upon him Beg Mr. Monckton will please to Settle this Acct. of Two hundred and Fifty One Pags. of Rice Received from him at Madras and Debit my Account with it

I remain with much Esteem

Gentlemen

Your most Obliged Obed. Servt.

Wm. Thomson

P.S. Inclosed is a Copy of the Acct. Current Transmitted to Mr. Scottney in April last from Tellicherry E.

Messrs. Stone Monckton and Darke Esqrs.

Dr. Mr. Chas. Darke Cr.

1775									
Sept.	15	To Cash Pd. Thomas Hunter Esq.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
Oct.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
Nov.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
Dec.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
1776									
Jan.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
Feb.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
Mar.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
Apr.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
May	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
June	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
July	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
Aug.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
Sept.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
Oct.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
Nov.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
Dec.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
1776									
Jan.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.				1200			
	4	To Cash Pd. Do.				1200			
	5	To Cash Pd. Do.				1200			
	6	To Cash Pd. Do.				1200			
	7	To Cash Pd. Do.				1200			
	8	To Cash Pd. Do.				1200			
	9	To Cash Pd. Do.				1200			
	10	To Cash Pd. Do.				1200			
	11	To Cash Pd. Do.				1200			
	12	To Cash Pd. Do.				1200			
	13	To Cash Pd. Do.				1200			
	14	To Cash Pd. Do.				1200			
	15	To Cash Pd. Do.				1200			
	16	To Cash Pd. Do.				1200			
	17	To Cash Pd. Do.				1200			
	18	To Cash Pd. Do.				1200			
	19	To Cash Pd. Do.				1200			
	20	To Cash Pd. Do.				1200			
	21	To Cash Pd. Do.				1200			
	22	To Cash Pd. Do.				1200			
	23	To Cash Pd. Do.				1200			
	24	To Cash Pd. Do.				1200			
	25	To Cash Pd. Do.				1200			
	26	To Cash Pd. Do.				1200			
	27	To Cash Pd. Do.				1200			
	28	To Cash Pd. Do.				1200			
	29	To Cash Pd. Do.				1200			
	30	To Cash Pd. Do.				1200			
	31	To Cash Pd. Do.				1200			
Feb.	1	To Cash Pd. Do.				1200			
	2	To Cash Pd. Do.				1200			
	3	To Cash Pd. Do.

B

Dr. Bryan Scottney Esq. in Account with William Thomson Cr.

1775			Pags.	F.	C.	1775			Pags.	F.	C.
Sept.	20th	To Balance of an Account Current transmitted from Fullichemy to Madras	1687	9	65	July	9th	By Cash pd. by himself & Messrs. Stanes Monckton and Darke Esqrs.	1364	28	45
		To Interest on 2230.27.45 from 9th July 1775 to 9th Oct. 1775 being the Cal. on the Original Acct. Current to that date at 8 p. C. p. Annum	153	"	"			By Cash pd. Do. on Acct. of Interest	803	26	65
		To Int. from the 9th November 1774 to 9th July 1775 upon 1687 Pags. 65 C. 237 Days at 8 p. C. p. Annum	876	"	"			By Balance Remg. due to Wm. Thomson	6099	21	35
		To Int. on Pags. 3228.27.20 from 9th July 1775 to 9th Jany. 1778 2½ Years at 8 p. C. p. Annum being the Bal. of Acct. Remaining unpaid since 9th July 1775	643	21	"						
		Pagodas	1853	30	65			Pagodas	1853	30	65

E. E.
London

Dear Sir

I am to request you will Receive Charles Mackintosh Esq. Member of Council Chief of Fort St. David & Governor of Cuddalore & Fort St. David & Governor of Fort St. George Madras & Council & Vice Admiral of the Coast of Coromandel & Malabar & Commander in Chief of all the Forces employed & to be employed on the Coast of Coromandel & Malabar & Dependencies thereof & Governor & President of Fort William in Bengal & Council & Vice Admiral of the Coast of Bengal & Commander in Chief of all the Forces employed & to be employed on the Coast of Bengal

B

D.r P. Bryan Scattergood Esq.r in Account Cur.t with William Thomson Cr.

1775			Pag.s	F.	C.	1775				
April	20th	To Balance of an Account Current Transmitted from Tellicherry to Madrass	1687	9	65	July	9th	By Cash p.d by him for M.rs Stanes Monckton and Darke Esq.rs	1348	24 45
		To Interest on 22 930 27 45 for one Month from 9th Oct.r 1774 to the 9th Nov.r being the Bal.ce of the Original Acc.t Curr.t to that date at 2 ℔ C.t ℔ Annum	153	" "				By Cash p.d Do on Acc.t of Interest	803	26 65
		To Int.t from the 9th November 1774 to 9th July 1775 on 1687 9 65 237 Days at 2 ℔ Cent ℔ Annum	276	" "				Balance Rem.g due to Wm Thomson	1099	21 35
		To Int.t on Pag.s 2228 27 20 from 9th July 1775 To 9th Jan.y 1778 2 1/2 Years at 8 ℔ C.t ℔ Annum being the Bal.ce of Acc.t Remaining unpaid Since 9th July 1775	645	21 "						
		Pagodas	2953	30 65				Pagodas	2953	30 65

E.E.
London

Dear Sir

I send herewith Bond of my Attorney Mr Thomson to the Amount of Fifteen thousand Pagodas, which I hope will be sufficient for your purpose, as I am very unwilling to give more, as I have not the Money in my Hands, but depend upon Remittances from Europe, which are very precarious, & uncertain, & I have Demands upon me for Money to a large Amount, which I am obliged to pay, or be ruined, & I am sorry to say that I have not been able to make any Remittances to Europe for these two Years past, & I am afraid it will be some time before I can do it, as I have not the Money in my Hands, & I am obliged to pay Interest for Money borrowed, which is very high

William Pearson the Complainant to the Interrogatories Depositions and Exhibits produced before this Honble Court on the part of the said Defendant

The said Respondent in Answer to the first Exception of the said Complainant Saith that the said Exception is taken and Exhibited against the Evidence of Charles Darke either Ignorantly or Litigiously with an intent to mislead the Judgement of this Honble Court, against the Principles of Law, for it is a maxim of Law founded in sound Reason and law Established Rule in all Courts of Law, that a Witness may be Examined to prove a Deed or any Matter or thing which makes against himself, for it is Presumed by Establishing such Matter, he sweares against his own Interest and is therefore the strongest Witness, his Testimony is the best and Clearest Evidence which can be produced before a Court of Law or Equity this Respondent absolutely denies that it appears in any Part of the Proceedings that the said Charles Darke is Interested in his this Respondents favour but is in any Manner on the Contrary Side of the Question Therefore his Evidence is Valid and ought Not to be Impeached or Overruled but Received on the part of this Defendant

In Answer to the second Exception of the said Complainant, this Respondent Saith that the Substance of the fourth, fifth and Seventh Depositions appear to be the best Evidence the Nature of the case could Admit that the Correspondence with appears to be done with an Honest, fair Intent on his Knowledge touching the Matters to which he was Interrogated Insomuch which he truly Answered According to the Dictates of his own Conscience and having

having Sworn to the truth of such Extracts they became legal Evidence and are Such in Law or Reason ought not to be Excepted against Therefore this Respondent prays that the same may stand and be Received as Evidence on the part before this Honble Court

In Answer to the third Exception this Respondent Saith that the Complainant having Cross Examined William Rose and Stephen Popham their Evidence is part of the Record in the Cause and cannot be Excepted against they having Answered to such Interrogatories as they Conceived Necessary and Referred to their Examination on the part of this Defendant so Impartially Containing the whole Substance of what they knew touching the Matter they were Interrogatory to either on the part of the Complainant or Defendant Wherefore the said Complainant is precluded from Excepting against or Impeaching the Validity of the said Evidence

In Answer to the fourth Exception of the said Complainant this Respondent Saith that the Substance of the Eleventh Interrogatory being Established upon the Solemn Oath of the Witness as the best and fullest Evidence he could give touching the Matter and Question and having by his Cross Examination referred the Complainant to the same Evidence the same ought not to be Impeached or Excepted to by the Complainant being equally on the part of the Complainant as this Defendant under the Cross Examination at the Instance of the said Complainant

In Answer to the fifth Exception this Respondent saith that the Copies of the Exhibits produced on the part of this Defendant Marked A:B:C: are not only referred to in the Proceedings but Copies thereof annexed to the Defendants Answer, and Rejoinder

Which

which not being Denied in the Complainants Replication or other Proceeding before Issue Joined. His Exception thereto is Illegal and Contrary to the Rules and Practice of the Courts of Law and Equity.

This Respondent therefore humbly Submits to the Consideration of this Honble Court and only begs leave to Observe that he has Endeavoured to Obtain and produce the best and Clearest Evidence in his Power which under the particular Circumstances of the Case, and when it is Considered that Transactions thro' others for ten or Eleven Years past were necessary to be Investigated that the truth might appear before this Honble Court he firmly Relys upon the Justice of this Honble Court that his Evidence may be Received and Admitted to stand good and that the Exceptions of the said Complainant may be Overruled and Dismissed with Exemplary Costs to be paid by the said Complainant.

Edward Ellis
Att^y for the Defendant

Mayor's Court at Madraspatnam

Saturday the 22 Day of October Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call Edward John Hollond
Edward Garrow William Webb
John Menzies Robert Ewing
George Savage Vencentio Corbett
and Josias Du Pre Porcher
Aldermen

Between William Thomson at present of Fort Saint George Inhabitant Complainant and Bryan Scottney Esquire of the same place Inhabitant Defendant

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sathyappah Chitty of Madras Merchant by his Attorney Augustine Burton of the same place Inhabitant that Poolyoore Cundapah also of the same place Inhabitant Stands Indebted unto Your Orator in the full and just Sum of Two hundred and fifty three Pagodas two fanams and Twenty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of One hundred and One Pounds four Shillings and Two pence or there about as will more fully and at large Appear by the Copys of an Account Current and an Assignment with the Power of Attorney 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 the Originals whereof now being in Your Orator's Possession and Ready to be produced to this Honble Court when he shall be thereunto required Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Poolyoore Cundapah of the said Sum of Two hundred and fifty three Pagodas two fanams and Twenty Cash

But

But now so it is May it Please Your Honble Court that the said Poolyoore Cundapah Obstinately and wilfully Refuses to pay the same nor to Give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore Prays a General Relief and that to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Poolyoore Cundapah may upon his Corporal Oath fully true direct and Perfect Answer make to all and Singular the Matters and things herein before mentioned and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Two hundred and fifty three Pagodas two fanams and twenty Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the Poolyoore Cundapah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Peter Walker
Attorney for the Complainant

This Bill was Sheewn to me between the Days of
Adjournment and the Complt having Sworn to the
Truth of this Demand and also that he hath Reason
to believe that the Defendant is about to depart the
Jurisdiction of this Honble Court let a Summons issue
immediately and a Warrant of Arrest Issue thereon
6th September 1735

Philip Stonev
Mayor

Dr. Pooleyore Cundapah in Account Current with Latteyappah Chitty

1784 Decr 18th	To Amount of Your Agreement of this Date	233	"	"	1785 Sept. 7th	By Ballance due	253	2 20
1785 Sept. 7th	To Interest Do. to this Day being 8 Months and 19 Days @ 12 p Cent p Annum	20	2	20				
	Pagoda 1	253	2	20		Pagoda 1	253	2 20

Fort St. George 7th September
Errors Excepted p. 8 (Signed)
Wm. Cory Peter Walker
attg for Compt.

To all People to Whom these Presents shall Come Greiting Whereas Pooleyore Cundapah at Present of Madras Inhabitant in and by the Ballance of an Account Current bearing date the Seventh day of September in the Present Year One Thousand Seven hundred and Eighty five Stands indebted unto Latteyappah Chitty of Madraspatnanam aforesaid in the Sum of Two hundred and fifty three Pagodas two fanams and Twenty Cash as by the said Acct. Current May Appear and whereas there now Remains due the said Latteyappah Chitty on the said Account Current the sum of Two hundred and fifty three Pagodas Two fanams and Twenty Cash Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of One hundred and One Pounds four Shillings and Two Pence or thereabouts Now Know Ye that the said Latteyappah Chitty for a Valuable Consideration to him in hand paid by Augustino Burton of Madraspatnam aforesaid Inhabitant at or before the Sealing and Delivering of these Presents the Receipt whereof the said Latteyappah Chitty doth hereby Acknowledge he the said Latteyappah Chitty hath Assigned and Let over and by these Presents doth Assign and Let over unto the said Augustino Burton the said Account Current and the money thereupon due and owing and which may become due and Owing thereon and all his Right and Interest of in and to the same and every Part thereof and the said Latteyappah Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Augustine Burton his heirs Executors Administrators and Assigns his true and Lawfull

Lawfull Attorney or Attorneys irrevocable for him and in his Name and in the Name and Names of his heirs Executors Administrators and Assigns but for the Sole and Proper use and Benefit of the said Augustine Burton his heirs Executors Administrators and Assigns to Ask Require Demand and Receive of the said Pooleyare Cundapah his heirs Executors Administrators and Assigns the Money due and to become due on the said Account Current and on any payment thereof him the said Pooleyare Cundapah his heirs Executors Administrators and Assigns to Sue for and Recover the same and on Payment thereof to Deliver up and Cancell the said Account Current and give Sufficient Releases and Discharges therefore and one or more Attorney or Attornies under him Remake Constitute and Appoint and Substitute over the said Augustine Burton his Attorney or Attornies shall Lawfully do in the Premises the said Sattyayyah Chitty Doth hereby allow and Affirm and the said Sattyayyah Chitty doth Covenant with the said Augustine Burton that the said Sattyayyah Chitty hath not Received nor will Receive the said Money due or to become due on the said Account Current or any part thereof. Neither shall or will Release or Discharge the same or any part thereof but will Countenance and Allow all Lawfull Proceedings for the Recovery thereof by the said Augustine Burton Saving the said Sattyayyah Chitty or harmless of and from any Costs that May happen to him thereby

In Witness whereof the the said Sattyayyah Chitty hath hereunto Set and Affixed his hand and Seal in Madras patnam this Seventh Day of September in the Year of Our

Lord One Thousand Seven hundred and Eighty Five

Signed Sealed and Delivered
Whereas Stampt Papers to be had
in the Presence of - - - - - - - -
(Signed) Pelamaraiy
Venkatakrishnaiah

L.S.

A true Copy
Peter Walker
Atty for Complt

Filed 9th Sept. 1785

In the Honble the Mayor's
Court at Madrasapatnam

Between Sattyayyah Chitty of
Madras Merchant by his Attorney Augustine
Burton of the same Place Inhabitant Complainant
and
Pooleyare Cundapah of the same Place Inhabitant
Defendant

The Affidavit of Augustine Burton the above
named Complainant

This Deponent as Attorney aforesaid Maketh Oath and
Saith that the above named Defendant Pooleyare Cundapah stands
justly and truely indebted unto this Deponent in the full and
just Sum of Two hundred and fifty three Pagodas two fanams
and Twenty Cash Current Money of Madras and also that the
Death

Per Mother
atty for Compl.

hath reason to believe that the said Defendant will depart the jurisdiction of this Honble Court if he should hear that a Bill of Complaint is filed against him in Order to Avoid Appearing to such Suit

Sworn to Before me at Fort St. George 8 September 1785 } Augs. Burton

Philip Stowey
Mayor

Mayor's Court at Madraspatnam } { Tuesday the 8th Day of Novr. Anno Domini 1785

(L.S.)

Present

Mayor's Court

Philip Stowey Esquire Mayor
Edward John Hollond and Josias Du Pre Porcher Aldermen

Between Lattoyappah Chitty of Madras Merchant by his Attorney Augustine Burton of the same place Inhabitant Complt. and Pooleyore Cundapah also of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the

Complainants Bill which he has Neglected doing 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 Two hundred and fifty three Pagodas Two fanams and Twenty Cash Pagodas 253.2.20 together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 29th Septr. 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Annah Sawmy Son and heir of Poombahvie Comaroo Moodaliar late of Madraspatnam aforesaid Inhabitant deceased that the said Poombahvie Coomaroo Moodaliar did in his life time duly make and Publish his last Will and Testament in writing bearing date the twenty fifth day of June in the Year of Our Lord One thousand Seven hundred and Seventy eight and thereof Appointed John Snow George Maule Charles Edward Jones Teramanum Arnachella Moodaliar Davy Naick Balla Senglaroy Pungatoor Shenglaroyah and Ayah Swamy his Executors for the term and in the Manner hereinafter Mentioned and Your Orator Sheweth that the said Poombahvie Coomaroo Moodaliar did in and by his said last Will and Testament

Order

Order and direct after payment of the Debts and Legacies therein
Mentioned the Remainder in Money Houses and Gardens Villages and
Grounds and every thing else to be given over to Annah Sawmy Your Orator
as by Reference to the said last Will and Testament of Record in this Hon.ble
Court will more fully appear And Your Orator further sheweth that
Amongst other legacies the said Poombahvie Coomaroo Moodaly did
leave and bequeath to each of his said European Executors the sum
of Two hundred and fifty Pagodas per Annum and to each of his
said Tammal Executors the Sum of One hundred Pagodas per Annum
and did in and by his said last Will and Testament order and direct
that the same should be paid unto the said Several Executors in the
Manner therein mentioned that is to say every Year until Your
Orator should Arrive at the Age of twenty One Years and take upon
himself the Management of his own affairs and Your Orator sheweth
that it was the intent and Meaning of the said Poombahvie Coomaroo
Moodaly that the Annual legacies so bequeathed to his said Executors
should cease and Determine on Your Orator's arriving at the age
of twenty One Years and that the same were meant and intended
as a Consideration to the said Executors for their trouble in the
Execution of the said last Will and Testament during the period of
Your Orator's Minority and Your Orator also Sheweth that it was
the intent and Meaning of the said Poombahvie Coomaroo Moodeliar
that the Power and Authority of the said John Snow George Maule
Charles Edward Jones Teramanum Arnachellom Moodaliar Davy
Naick Balla Shenglaroyah Poongatoor Shengleroyah and Oyah
Sawmy in the Execution of his said last Will and Testament should
cease and determine when and so soon as Your Orator should Arrive at

the Age of twenty One Years and that the same should from thence forward
be solely vested in Your Orator And Your Orator sheweth that after
Making Publishing his last Will and Testament as aforesaid the said
Poombahvie Coomaroo Moodaliar departed this life on or about the Second
day of September One thousand Seven hundred and Seventy eight
and that the said Executors having duly proved the said last Will and
Testament this Hon.ble Court was pleased to commit to them the
Administration of all and Singular the Goods Chattles and Credits
to the said Testator in anywise belonging And Your Orator Sheweth
that upon the Administration being so committed to the said Executors
they the said Executors or some of them and Particularly the said John
Snow, did possess themself of all and Singular the said Goods Chattels and
Credits and take upon them the Administration of the same and Your
Orator Sheweth that Your Orator Arrived at the age of twenty One Years on
the third day of July in the Year One thousand Seven hundred and Eighty
four and hath frequently and in a friendly manner applied by himself
and others to the said John Snow George Maule Charles Edward Jones
Teramanum Arnachellom Moodeliar Davy Naick Balla Sengleroyah
Pungator Shengleroyah and Ayah Sawmy to deliver over unto Your
Orator all the Goods Chattels and Credits of the said Testator Remai-
ning in their Hands pursuant to the said last Will and Testament
and the true Intent and meaning of the said Testator

But now so it is may it Please this Hon.ble
Court the said John Snow George Maule Charles Edward Jones
Teramanum Arnachellom Moodeliar Davy Naick Ball Shenglero-
yah Poongatoor Shengaleroyah and Ayah Sawmy combining and
Confederating

Confederating to and with each other to defeat the Will and Intent of the
Said Testator and to withhold from Your Orator the said Goods Chattels
and Credits and the further execution of the said last Will and Testament
of the said Testator have refused and still do refuse to deliver over the said
Goods Chattels and Credits still remaining in their hands and possession
unto Your Orator as by the said last Will and Testament was as aforesaid
Said meant and intended To the End therefore that the said Johnn
Lucas George Maule Charles Edward Jones Teranannum Annachellan
Mondaliar Davy Naick Balla Lenglerayah Pongatoor Lenglerayah
and Ryah Lawny may upon their Corporal Oaths full true direct and
Perfect Answer make to all and Singular the premisses as fully and
Particularly as if the same were herein over again repeated and interro-
gated and more especially whether the said Johnn Lucas George Maule
Charles Edward Jones Teranannum Annachellan Mondaliar Davy
Naick Balla Lenglerayah Pongatoor Lenglerayah and Ryah
Lawny may set forth whether the said Poombaliar Cumaran Mondaliar
did not make such last Will and Testament as herein before set forth or
any other and what Will and whether the said Testator did not depart
this life on or about the Second day of September One thousand Seven
hundred and Seventy eight without altering or revoking his said Will
and whether the said Johnn Lucas George Maule Charles Edward Jones
Teranannum Annachellan Mondaliar Davy Naick Balla Lenglerayah
Pongatoor Lenglerayah and Ryah Lawny did not procure the same
before the Kings Ordinary in this Honble Court and whether the said
Johnn Lucas did not by Virtue thereof receive and get into his Hands the
Custody Possession or Power of all and Singular the Rupees Property Estate

and Effects what soever belonging and Appertaining to the said
Testator at the time of his Death or how much and what part thereof
and whether he the said Johnn Lucas and also the said George Maule Charles
Edward Jones Teranannum Annachellan Mondaliar Davy Naick
Balla Lenglerayah Pongatoor Lenglerayah and Ryah Lawny do
not firmly and verily believe it to have been the Decent Meaning and
intention of the Said Testator that their Authority as Executors to the
Said Poombaliar Cumaran Mondaliar as aforesaid therein before mentioned
and Set forth should cease and determine upon Your Orators
Arriving at the age of Twenty one Years and whether upon
Your Orator so Attaining the age of Twenty One Years as aforesaid
they do not firmly and verily believe it to have been the said Testators
Intention for Your Orator to be put into Possession of the said Testators
Property and have the sole Management and Direction thereof And
that Your Orator upon giving to the said Johnn Lucas George Maule
Charles Edward Jones Teranannum Annachellan Mondaliar Davy
Naick Balla Lenglerayah Pongatoor Lenglerayah and Ryah
Lawny full Security and Sufficient Indemnification for and
against all Claims that to forth made and unsettled and Just Debts
Unacertain may be made on them as Executors as aforesaid may be let
into Possession of the said Property Estate and Effects whereof the
Said Testator died Seized And that Your Orator may have such
further and other Relief in the Premisses as to this Honble Court
Shall seem Meet

May it please this Honble Court to
Cause the said Johnn Lucas George Maule Charles Edward Jones
Teranannum Annachellan Mondaliar Davy Naick Balla Lenglerayah
Pongatoor

Pungatoor Shengleroy and Ayah Lawmy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

Chas. Baker
Attorney for the Complainant

Madras this 29th Septr 1785
This Bill was shewn to me in the Days of Adjournment Let a Summons issue and Returnable next Court day

Philip Stowey
Mayor

Filed 13th Octr 1785

The Seperate Answer of John Snow one of the Executors named in the Last Will and Testament of Poombavee Coomaroo Moodeliar Deceased to the Bill of Complaint of Anna Sawmy Complainant against this Defendant George Maule and Charles Edward Jones Teremanum Arnachella Moodeliar, Davy Naick Balla Chengelroy Poongatoor Chengelroy and Aya Sawmy Executors named in the Last Will and Testament of the said Poombavee Comaroo Moodeliar Deceased

This Defendant Now and at Times hereafter Saving

and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors untruths 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 to be material for him to make answer unto he this Defendant Answereth and Saith to the Several Allegations and Charges contained in the said Bill of Complaint that the Complainant was the Adopted Son and Heir of the Deceased Poombavee Coomaroo Moodeliar, and that the said Poombavee Coomaroo Moodeliar did in his life time duely make and publish his last Will and Testament in Writing bearing date the Twenty fifth day of June in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight, and that he did nominate and appoint this Defend^t George Maule and Charles Edward Jones, Teremanum Arnachella Moodeliar Davy Naick Balla Chengelroy Poongatoor Chengelroy Ayah Sawmy and Sawmy Ayah his Executors for the purpose and intent of executing the same According to the several directions and Purports therein expressed and contained this Defendant doth also admit that the said Testator did in and by his said Will direct that after the payment of the Debts and Legacies therein mentioned the Remainder of his Estate in money Houses and Gardens Villages and Grounds and every thing else should be given over to Annah Sawmy the Complainant, as will more fully and at large appear by Reference to the said Last Will and Testament upon the Registry of the Kings Ordinary Proceedings of this Honble Court this Defend^t doth also admit that among other Legacies the said Testator did leave and bequeath to each of his said European Executors the Sum of

Two

Two Hundred and Fifty Pagodas per Annum, and to each of his Tammal Executors the Sum of One Hundred Pagodas per Annum and that he the Said Testator did so bequeath that the said Legacies should Continue to be given in the manner abovementioned untill Anna Lawmy the Compt.t should arrive at the age of Twenty One Years, and should take the management of his own affairs; This Defendant doth therefore admit that it was the mean.g and intent of the said Testator, that the said Annual Legacies so bequeathed to his said Executors should cease and be determined at the Limitted period prescribed by his said Will upon the Complainants Arriving at the Age of Twenty One Years, and this Defendant doth also admit that the Complainant did arrive at the age of Twenty One Years on the third day of July One Thousand Seven hundred and Eighty four. and this Defendant doth believe that the said Legacies were so made and given and were meant and intended as a consideration to the said Executors for their trouble in the execution of the said Last Will and Testament during the period of the Complainants minority And this Defendant saith that he cannot undertake to deny the Construction made by the Complainant of the intent and meaning of the Testator being, that the power and Authority of his aforementioned Executors should cease and be determined when and so soon as the Complainant should arrive at the age of Twenty One, at which time the Tenor of the Will doth direct, that the Complainant should take the management of of his own affairs, and which interpretation and construction of the Testator's intent and meaning this Defendant did never doubt Nor dispute, and saith that he hath from the time of taking upon himself the Care and Management of the said Estate of the Testator, as much as in him lay, done the utmost in his power to liquidate

the Affairs thereof with the intent and purpose of discharging himself therein According to the Will and the direction of the Testator and so as to enable him to deliver over the same to the Complainant free from all demand or incumbrance whatever, and this Defendant therefore saith that as the Bill of Compt.t of the Heir (the Complainant) is filed for the purpose of Obtaining the Decree of this Honble Court for this Defendant to deliver over unto him the Complainant, all the Goods Chattels and Credits of the said Testator Remaining in this Defendants hands pursuant to the said last Will and Testament and the true Intent and meaning thereof, this Defend.t esteems it a part of his duty as an Executor having had the greater part of the management of the said Estate, to set forth for the satisfaction of this Honble Court an Account of his said management and Conduct in that Capacity, as well as in justification of himself for not having performed that part of the Will under which the Complainant ground is present Suit and Action, as well also that the Complainant may be fully informed under what circumstances and Conditions the Indimnification by him tendered to be given unto this Defendant is to be given, And in order whereto, this Defendant saith, that after having Proved and taken out probate of the said last Will and Testament of the said Testator, He this Defendant did go to the House of the said Testator and did take and carry therefrom Sundry Books Papers, and Cadjans and did bring the same to his own House for the Purpose of inspecting and examining the same and to procure translations of others in different native Languages of India that on the same day Paul Benfield late of Madras Esq.r Attended by two of the Native or Tammal Executors did come to the House of this Defendant, when the said Paul Benfield informed this Defendant that there were

Sund

Two Hundred and Fifty Pagodas per Annum, and to each of his Triennial Executors the Sum of One Hundred Pagodas per Annum and that he the said Testator did so bequeathe that the said Legacies should Continue to be given in the manner above mentioned until Anna Saumy the Complts should arrive at the age of Twenty One Years, and should take the management of his own affairs; This Defendant doth therefore admit that it was the meaning and intent of the said Testator, that the said Annual Legacies so bequeathed to his said Executors should cease and be determined at the Limitted Period prescribed by his said Will upon the Complainants Arriving at the Age of Twenty One Years, and this Defendant doth also admit that the Complainant did arrive at the age of Twenty One Years on the third day of July One Thousand Seven Hundred and Eighty four, and this Defendant doth believe that the said Legacies were made and given and were meant and intended as a consideration to the said Executors for their trouble in the execution of the said Last Will and Testament during the period of the Complainants minority And this Defendant saith that he cannot undertake to deny the Construction made by the Complainant of the intent and meaning of the Testator being that the power and Authority of his aforementioned Executors should cease and be determined when and so soon as the Complainant should arrive at the age of Twenty One, at which time the Terms of the Will doth direct that the Complainant should take the management of his own affairs, and which being the intent and construction of the Testators intent and meaning This Defendant did never doubt Nor dispute, and saith that he hath from the time of taking upon himself the Care and Management of the said Estate of the Testator, as mentioned in this Clay, done the utmost in his power to liquidate

the Affairs thereof with the intent and purpose of discharging himself therein According to the Will and the directions of the Testator and so as to enable him to deliver over the same to the Complainant free from all demand or incumbrance whatever, and this Defendant therefore saith that as the Bill of Complt of the Heir of the Complainant prayed for the purpose of Obtaining the Decree of this Honble Court for this Defendant to deliver over and to assign the Complainant all the Goods Chattels and Credits of the said Testator remaining in this Defendants hands pursuant to the said Last Will and Testament and the true intent and meaning thereof, this Defendant conceives it a part of his duty as an Executor having had the greater part of the management of the said Estate to set forth for the satisfaction of this Honble Court and Account of his said management and Conduct in that Capacity, as well as any justification of himself for and having performed that part of the Will under which the Complainant prays to be interested and Relief, as well also that the Complainant may be fully informed under what Circumstances and Conditions the Legacies given by the said Will were intended to be given unto this Defendant in order to be ratified by him and tendered to the Complainant, This Defendant saith that after having proved and taken out probate of the said Last Will and Testament of the said Testator, He this Defendant did go to the House of the said Testator and did take and carry thence from Laundry Booker Pagues and Cadjans and did bring the same to his own House for the Purposes of inspecting and examining the same and to procure translations of them in different Indian Languages of India that on the same day Paul Benfield late of Madras Esqr attended by two of the Natives of Jannual Executors did come to the House of this Defendant when the said Paul Benfield informed this Defendant that there were Laundry

Sundry Books of Accounts and Letters among the Testators Papers,
which Related to the management of his the said Paul Benfields
business and affairs during the time the same were under the Manage-
ment of the Testator as his Dubash, and which said Books of Accounts
and Papers he the said Paul Benfield did Ask from the Defendant,
with an Assurance that the same could not be refused to the Executors
or to any other person, but them the said Paul Benfield, and which
said Assurance the this Defendant was the more easily led to give
faith to, from the knowledge of the Testator having been Dubash to
the said Paul Benfield in his life time, and that in that Capacity
he had transacted the whole or the greatest part of his the said Paul
Benfields affairs, and by the said Paul Benfield having produced
a Counterpart of a Release from the said Testator to the said Paul
Benfield, of which this Defendant had the other from the said
Paul Benfield to the Testator, the Date whereof also being subsequent
to the Dates of the said Accounts and Letters, this Defendant did
therefore deliver unto the said Paul Benfield the said Books of
Accounts and Letters, from a conviction that he was thereby doing
an Act of Justice to the said Paul Benfield and without any hope
or end of the said Paul Benfield making their investigations a
Ground of Demand against the Estate of the Testator of near One
and half Lack Pagodas, which he pretended he had discovered by a Com-
parison of the Accounts given in to him by the said Testator in his life
time, and the Accounts in the Possession of the said Testator at the time of
his death and delivered to him the said Paul Benfield in the manner
before Related, for which said Demand the said Paul Benfield did by
[illegible] the Seventh Day of May One

and Eighty One, commence an Action in the Court against the
Executors of the said Testator upon the Grounds and Suggestions aforesaid,
which said Action was afterwards withdrawn upon payment of Costs
This Defendant further saith that he and the said George Maule and Charles
Edward Lance, the European Executors have been advised by their
Council, that the Native or Jammaul Executors from the import and true
and Meaning of the said Last Will and Testament of the said Testator
were only nominated Executors to act under the Direction and to give
Assistance to the European Executors in the management of the affairs of
the said Estate and were not associated to them in the Regal Powers of
Executorships, from which advice they the said European Executors
do not conceive themselves further bound in the performance of their
said Trust, than by advising with and taking the Assurance of the
said Native or Jammaul Executors by whom they were informed that
Pongatoor Chengelroy one of the said Jammaul Executors was Attorney
to the Testator during the time of his absence from Madrass in his last
Sickness until the time of his death, and in that Capacity had the
Management of the affairs of the Testator relative to many Goods
Wares and Merchandize and also many Diamands Jewells and
Precious Stones for a discovery whereof this Defendant the said George
Maule and Charles Edward Lance did on the fourth Day of January
One Thousand Seven Hundred and Seventy Nine file a Bill of
Complaint against the said Pongatoor Chengelroy, whereto the said
Pongatoor Chengelroy did Demurr pleading and Equality of Power
as Executor of the Last Will and Testament of the Testator and also that
the Native or Jammaul Executors ought to have been made parties
Complainants of the said Bill whereto the said Demurrer was Overruled by

by this Honble Court upon a hearing thereof, and the said Pongaloor Chengelroy ordered to put in an Answer to the said Bill. After which the said Pongaloor Chengelroy did appeal from the said Order to the Governor and Council, who Reversed the same by Allowing of the said Demurrer, from which said Order this Defendant and the other European Executors did Appeal to the Kings in Council, But the said Appeal was afterwards withdrawn upon a Coalition of the European and native Executors by certain Articles of Agreement and Release executed on the Eighteenth Day of July One Thousand Seven Hundred and Eighty Two Respecting which this Defendant prays Leave for this Honble Court to mention Thereto in the Sequel of this his Answer This Defendant also Sheweth that he and the said George Maule and Charles Edward Jones did also commence sundry other Actions for Money appertaining Due to the Estate of the said Testator particularly against Lohn Maxwell Rose Esqr since Deceased, who was at that time in Europe, they thereupon Issued out a Sequestration against his Effects in India but previous Whereto the said Lohn Maxwell Stone became a Bankrupt and had Assigned over all his Effects under Commission to his Creditors in Europe and in India, which induced them to sign the General Letter of License of the Creditors, as did in like manner all the rest of the Creditors in Madras, who had issued out Sequestrations, the said Defendant together with the said European Executors did also commence and Action against Lohn Willoughby who also became a Bankrupt Pending the said Suit, which caused this Defendant and the said George Maule to sign his Letter of License executed by the rest of the Creditors of the said Lohn Willoughby and Anthony Fredrick Franck Esquire at Madras This Defendant also saith that they commenced other Actions on behalf of the Estate of which the Complainants are well

informed Particularly one against Messrs Mc Aura for the Sum of Arcot Lack of Pagodas and Upwards for which they Obtained a Decree in favor of the Estate This Defendant for further Answer saith that there were also Sundry Suits brought against the Estate Particularly One by James Woodley Esqr upon Bond and Note of hand for the Sum of Eleven Thousand Pagodas and Upwards and Interest for which a Decree passed and two Suits by Tangery Chengelroy wherein this Defendant and the said George Maule did put in such and Answer as they were advised to by counsel by their Council Upon both which Decrees passed against the Estate, and Done by Mr Mc Neil and Duffen which Shall more fully Appear by the Complainants Bill This Defendant further saith that as the Decrees of this Honble Court in favor of the said James Woodley is by far the largest Amount and as the payment thereof hath been an Object of Importance in the arrangement of the affairs of the Estate, this Defendant doth not esteem it immaterial to give an Account of the means by which this same was made as well as of the consequence thereof to the affairs of the Estate This Defendant Saith that at the time of the said Decrees passing there were not Sufficient Assets of the Estate in ready money to discharge the same and bring Monies to be this and have to preserve the Houses and Gardens Grounds and family Jewells and Effects of for the use and enjoyment of the Heir, he prevailed upon the said James Woodley to wait and till the other Defendant and the other European Executors should be enabled thereto by other means, which they hoped to Receive from the Estate, they Accordingly prevailed upon the said James Woodley to grant this forbearance for the Space of One Year, this negociation for which time was nearly the period of Hyder Ally invading

invading the Carnatick, being on or about the Month of July One
Thousand Seven Hundred and Eighty, which might be an event also
which hastened the expectations of prayment from the said James Wooley,
this Defendant and the said George Maule were therefore obliged to
mortgage the several Houses and Gardens and Jewells belonging to
the Estates of the said Testator on the thirty first day of July One Thousand
Seven Hundred and Eighty unto Mr. Johnst Douglas for the Sums of
Fifteen Thousand Pagodas for the purpose of prayment unto the said James
Wooley the Sums of Fourteen Thousand Six Hundred and Twenty Pagodas
and Seventeen Fanams the principal and Interest of the said Demand on
which Negotiation this Defendant esteemed himself very fortunate,
not only that by the means there of the said Mortgaged Estate and
family Estate and Jewells but that he was able to do so at a time of
General Calamity and confusion, by reason of a Sudden and unexpected
invasion, when they would not have sold for half their Value and
this Defendant further shews that at the expiration of One
Year from the time he borrowed the said money from the said
Johnst Douglas for the purposes aforesaid, but the said Johnst Douglas
became very pressing in his Demands for prayment and did Absolutely
Tell this Defendant to Sell the Mortgaged Premisses in Order to Obtain the
Same, upon which occasion this Defendant shewed the Letter applied to the
Native or Samuel Executors for their assistance which they not
being able or declining to do, this Defendant did Take measures to pay
off the said Debt by the Sale of part of the mortgaged Jewells, which
was absolutely advertized for that purpose, and this Defendant shews that
that when he was about effecting the same which was some time prior

about the Month of November One Thousand Seven Hundred and Eighty
One the aforenamed Native or Samuel Executors sent this Defendant
and George Maule certain proposals by Letter offering to satisfy all the
just Debts due by the Estate and to Educate and protect the Heir
until he should arrive at the age of Twenty One Years upon Condi-
tions of their being invested with the future management of the
Estate every whereof is as follows viz. To Wit

Major George Maule
and Robert Snow Esqrs

Gentlemen

It is well known to You that our Deceased
Friend and Cannaver Moodeliar, and his Son the best Appointed Ser-
vant You the joint Executors of his Will
We have hitherto refrained from troubling
You with Our Opinions but as we are of late become apprehensive
that the pressing Instances of some of the Creditors of our Deceased
Friend may lead You from want of knowledge in our manners
and Customs to measures that will bring Disgrace upon his
Memory and Ruin to his family we have resolved together and
and the sense of their danger has determined us to Apply to You
for the future management of their Trust. We will undertake on their
Behalf fully for satisfying all the just Debts of Our Deceased Relation,
for Educating and protecting the Heir till he is of Age and for conducting
the affairs of the Estate, as well as he himself would have done and Overseeing

We are
Gentlemen
Your Most Obedient
Faithful Servants

Tereevanum Annachellum
Davy Pongiah
Mylah Pongelvarayen

This Defendant prays to Observe that the said tender from the Native or Tammal Executors was too desirable to this Defendant and the said George Maule to meet with in attention, and they had, in consequence thereof, with a disinterested View of closing with the native Executors, upon their said proposal, several meetings at which they did all in their power consistent with their Security to conform themselves thereto, and did finally come to a Settlement with the said Native Executors on the Eighteenth day of July One Thousand Seven hundred and Eighty Two by certain Articles of Agreement mutually exchanged on that day between this Defendant the said George Maule and the several Native or Tammal Executors, who did then on the same day and under the same date give and grant unto this Defendant and the said George Maule a full Indemnity and Release for all matters relating to their Conduct of and management in the said Estate, the Accounts whereof were made up to, and dated of the said Eighteenth day of July One Thousand Seven hundred and Eighty One, Copy of which Articles of Agreement Account and Release marked A and B. Are hereunto annexed for the Inspection of this Honble Court and this Defendant prays may be Admitted as part of this his Answer, and this Defendant saith that the said Articles of Agreement were a Bona fide According to the then hopes and wishes of this Defendant and the said George Maule executed by them and the native Executors and lodged in the hands of the said John Douglas untill the same should be mutually demanded by the said Several Parties. But this Defendant sheweth that he and the said George Maule afterwards discovered that the said Native Executors had entered into certain articles of Agreement with the said Paul Benefield

Whereby they had devested themselves of the means of fullfelling the said Agreement with this Defendant and the said George Maule by Assigning over to him the said Paul Benfield a principal part of the Estate this Defendant and the said George Maule did therefore refuse to interchange the said Articles of Agreement with the native Executors or to consent to the said John Douglas parting with the same in consequence of which Paul Benfield as agent on Behalf of the native Executors filed Bills of Complaint in this Honble Court against the said John Douglas, after which and without further proceedings the native Executors agreed that this Defendant and the said George Maule should be put in Possession of the Title Deeds of the family Estate and as soon as they should be redeemed, that an Acknowledgement from George Moubray of a Concern the Testator had of a One third part in a New Consolidated Bond of One hundred and Seventy Six Thousand and two hundred Pagodas should also be retained together with them, as a Security for the performance of their said Agreement with this Defendant and the said George Maule, And this Defendant sheweth that the family Estate was afterwards redeemed, and this Defendant put in possession of the Title Deeds thereof According to agreement, and he then did deliver over unto the Native Executors the remaining Specialties and Jewells unsold conformable to his agreement with them as the same may appear by their Receipt at the End and conclusion of the Schedule Annexed to the Articles of Agreement, Copy whereof hath been before referred to, and this Defendant Saith that he hath now in his possession the said Acknowledgement from the said George Moubray and all the Title Deeds

save

Save and except apart thereof which he hath since delivered up to Davy Nauchan one of the Native Executors by the Consent of the Complainant for the purpose of raising money to pay off the Debts due by the Estate, as may appear by the following Copy of a List of the Title Deeds remaining in this Defendants possession and by Copies of Receipts of such Part of the said Title Deeds which have been so delivered for the purpose aforesaid To Wit

"List of Bills of Sale belonging to the Estate of Comaroo Remaining in the Possession of the Defendant Colonel Lucas. No 1. Bill of Sale of the House Situated in the Alley at Chinatown by Moodeliar Street

" 2. Do of a House Situated at Villagra Moodaliars Street

" 3. Do of a House Situated in the Chandragatte Nauga Street

" 4. Do of a House situated in the Chinatown by Woodelly Street

Acknowledgement of Mr George Mowbray of an Interest in a new Consolidated 3 Bond of £176200 being £58733.12

No 1. Received the 6th September 1784 of Mr Colin Lucas Four English Bills of Sale One Malabar Bill of Sale and Seven Lodjans being the Title Deeds of a large Garden and House in the Black Towns belonging to the Estate of Comaroo and I do hereby engage to Return the above Papers and Lodjans or to discharge the Debts due from the Estate to Mr Lyall and Doctor Duffus by Mortgaging Them for the Amount of said Debts within Two Weeks from the Date hereof

Witness
Comaroo

Davy Neuman for
Native Executors

I do agree to Mr Lucas delivering the above Title Deeds for the purpose aforesaid To Wit

Witness
Comaroo

Seena Sawmy

No 2. Received the 29th September 1784 of Mr Colin Lucas Six B. Mos Sale on English and Four Cadjans being the Title Deeds of the Family House of the late Comaroo also One Bill of Sale and one Certificate being the Title Deeds of a Garden situated near the Town and the Black Towns of Madras which belongs to the Estate of the said Comaroo I do hereby acknowledge to have Received the above Papers and Cadjans for the purpose of raising Money to pay the Debts due from the said Estate

Davy Neuman
for Native Executors

I do agree to Mr Lucas delivering the above Title Deeds for the purpose mentioned

Seena Sawmy

No 3. Received the 2d October 1784 of Mr Colin Lucas a B. Mo Sale of a House situated in Vacumbaraguram Street late the property of Hesaranna that B. Sale dated and I do hereby Acknowledge to have Received the same for the purpose of raising Money to pay the Debts due from the Estate of Comaroo

Davy Neuman
for Native Executors

I do agree to Mr Lucas delivering the above Title Deed for the purpose mentioned

Seena Sawmy

And to which said List and Receipts together with the Accounts Marked C hereunto annexed Anglay and this Defendant craves leave to refer the whole of the management of the said Estate since the closing of the said Accounts thereof on the Eighteenth day of July One Thousand Seven Hundred and Eighty two But this Defendant saith that having thus far entered into a detail of his Conduct and Management of the said Estate he submits himself to justice to humbly pray and Remonstrance to shew unto this Honble Court that there is nothing from this Defendants

Professional and Confidential Agreement from Rutnajeepundittu whereby he engages to Acknowledge that Money due from Paul Benfield to him amounting to the Sum of Eleven Thousand Nine Hundred and fifty One Pagodas and Thirty Seven Fanams was the property of the Deceased Testator, and which he can only Account for by the same having been taken away by some person employed by him this Defendant in the management of the affairs of the said Estate and also another Agreement from Pundoo Venkatachellum to the Testator, which this Defendant doth not believe to be of any consequence / as it is not mentioned in the Testators Will

This Defendant saith that having thus acquitted himself by an Account of his management and the execution of the affairs of the Testator he begs to observe that there is a Decree of this Honble Court confirmed by the Court of Appeals now before His Majesty in Council in favor of this Defendant by Nomination for Triennial Executor to a considerable amount, and a Suit now depending in this Honble Court by Charles Binsley one of the Attornies of the said Court for the Sum of Eight Thousand Three Hundred and Seventy four Pagodas Twenty eight Fanams and five Cash for sundry Bills of Costs which is Contested by this Defendant and the Native Executor. And this Defendant saith Mr Du Pray for several Bills of Costs amounting to Two hundred and Seventy Pagodas and Thirty three Fanams. This Defendant also saith that the Complainant or Native Executor hath paid unto Mr Hyslop Captain the Sum of Two Hundred Pagodas being the amount of sundry Bills of Costs awarded him upon a Reference to Francis Fowdan Bryan Scattergood and Edward Harrow Esqrs

All which Matter and things Defendant is ready and willing to aver maintain and prove as this Honble Court shall

direct and most humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained

Madras
13th October 1785
Sworn to before me this day
Philip Dowey
Mayor

John Snow
Alex Du Pray
Attorney for the Defendt

A

Article of Agreement Have made and Entended and the Twenty second day of April in the Year of Our Lord One Thousand Seven Hundred and Eighty two Between George Maule Mayor and the Service of the United Company of Merchants of England Trading to the East Indies and John Snow in the Civil Service of the said United Company of the One Part and Annachellum Mondelly Dawyaiah Mondelly Balla Mungelvaroy Moodelear Pongadoor Mungelvaroy Mondelly and Ayla Sawmy Native Executors in the Will of the said Pombawe Cummaroo Mondelly aforenamed of the other Part Whereas the said Pombawe Cummaroo Mondelly departed this Life some time on or about the Second day of September in the Year of our Lord One Thousand Seven Hundred and Seventy Eight leaving his Last Will and Testament Signed Sealed and Published as by Reference thereto may appear among the Records of the Honble Mayors Court at Madraspatnam and did thereupon Appoint among the Europeans the following persons to Wit Charles Edward Jones and the aforenamed George Maule and John Snow

two

his Executors among the Europeans and the aforenamed Arnachellum Moodelly Davy Naick moodelly Balla Shengelvaroy Moodelly Poongatoor Shengelvaroy Moodelly Sawmy Ayah and Ayah Sawmy all of whom have appeared in the Honble the Mayor's Court and have Proved the said Will except Sawmy Ayah who appeared before the said Court and renounced his Right of Executorship as by reference to the Records of the said Court being had may appear And Whereas upon the wording and expression of the said Will the said Charles Edward Jones George Maule and John Snow were advised that the true Exposition and meaning thereof was that they the said Charles Edward John George Maule and John Snow were the only persons intended to have and be intrusted with the management and Administration of the Estate of the said Poombavie Commaroo Moodelly And that the said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelear Poongatoor Shengelvaroy Moodelly Ayah Sawmy and Sawmy Ayer Native Executors were only Named and Appointed as such in Order to assist them the said Charles Edward Jones George Maule and John Snow with their advice when thereto required and called upon so to do that the said Charles Edward Jones George Maule and John Snow did Accordingly proceed to collect in the outstanding Debts due to the Estate by instituting in the Honble Mayor's Court Suits and Actions for the Recovery of Debts due to the Deceased in his life time and by filing Bills of Discovery for Account of Moneys due to the said Estate But particularly for a particular discovery of Accounts of Money expended and received an Account of the said Estate previous and Subsequent to the Death of the said Poombavie Commaroo Moodelly against Poongatoor

Chengelroy Moodelly One of the Executors before named in his the said Poombavie Commaroo Moodelly's Last Will and Testament before mentioned and was also Attorney to the said Poombavie Commaroo Moodelly in his life time to which the said Poongatoor Chengelroy Moodelly did Demurr and among other Causes of Demurrer did shew the appointment and nomination of himself and the aforementioned Arnachellum Moodelly Davy nick Moodelly Balla Shengelvary Moodelear Poongatoor Shengelvary Moodelly Ayah Sawmy and Sawmy Ayer Native Executors who had not but ought to have been made parties to the said Bill that the Demurrer and Joinder to the Merits of the said Bill come on to be argued in the Honble the Mayor's Court on the seventeenth day of August which was in the Year of Our Lord One Thousand Seven Hundred and Seventy Nine when the said Honble Court did order the said Demurrer to Stand dismissed with Costs But the said Poongatoor Chengelroy Moodelly not being Satisfied with the said Order for the Dismission of the said Demurrer did Appeal from the said Order to the Honble Court of Appeals of Madras which Appeal coming on to be heard on or about the Fifteenth day of November 1781 the said Honble Court of Appeals did order the Reversal of the said of the Honble Mayor's Court Whereupon the said George Maule and John Snow did appeal from the Reversal of the said order of the Honble Mayor's Court by the said Court of Appeals To the King in Council which said Appeal now lays depending And whereas Notwithstanding the Utmost Efforts of the said George Maule and John Snow Sole Residing European Executors as aforesaid they have not been able to liquidate the Estate of the said Poombavie Commaroo Moodelly or to Realize Sufficient of the Securities and

and Specialties due to the Estate to pay and discharge the said Debts and Demands due thereupon but inasmuch as they have been obliged to prevent the total alienation of the Family Estate to Mortgage the same as also the Jewells, in satisfaction of a Decree of the Honble Mayors Court for the Sum of

in favor of James Woolley Esqr

And Whereas there are now outstanding and unrecovered Specialties and Securities for money to a very considerable Amount the particulars whereof may more fully appear by Reference to the annexed Schedules to which Specialties and Securities for Money they the said George Maule and John Lucas have entered and Account of the previous absence and Subsequent Survivorship of Hyder Ally into the Carnatick in July One Thousand Seven Hundred and Seventy Nine and also on Account of other difficulties of insolvency and absence of Creditors been able to Realize Recover and Receive and bring to Account Sum sums and Accounts whereof all the Debts and Legacies due from the said Estate and that the said Mortgage do remain unpaid and undischarged save and except the Amount principal Interest and Costs of the aforesaid Decree obtained in favor of the said James Woolley as aforesaid and thereby Securing ways or means to be derived from the Estate of the said Pomnbavee Commaroo Modelly now and for some time past being and for which they the said George Maule and John Lucas have been and are now possessed of the Family House Lands Jewells and Furniture to the Deceased in their Lifetime belonging. And Whereas the said George Maule and John Lucas urged by frequent and pressing Demands and Suits made upon and Commenced against them as Executors as aforesaid on Account of Sundry Debts due by the said Pomnbavee Commaroo Modelly and his Estate also for

Sundry Sums of Money still Owing and Incurred for and on Account of Sundry Actions and Suits Commenced by and against them the said George Maule and John Lucas as Plaintiffs and Defendants and otherwise on behalf of the said Estate and as the only way and means at that time and now being or for which they were and are now possessed of to pay and discharge the said Demands Debts and Sums of Money due from the Estate of the said Pumbavee Commaroo Modelly Deceased and in order to prevent the Accumulation and increase of such Debts and Sums of money owing thereby the additional of Interest were intended to Sell and did set about advertising for Sale all the Family House Lands Jewells and Furniture to the Deceased in their Lifetime belonging first and discharge of the said Mortgage and Next to pay and Satisfy the Creditors of the said Estate as far as the Amount Sale of the said Family House Lands Jewells and Furniture should or might produce that they the said George Maule and John Lucas being about to put their said Intentions into Execution by Advertizing for Sale and Selling the said Family House Lands Jewells and Furniture for the purposes aforesaid Timmachellum Modelly Davy Naick Modelly Balla Chungel Davy Modelly Modelly Davy Naick Modelly Balla Chungel Davy Modelly and Ayal Lawney Native Executors in the Last Will and Testament of the said Pomnbavee Commaroo Deceased assumed thereupon progressed and offered to them the said George Maule and John Lucas that they the said Timmachellum Modelly Davy Naick Modelly Balla Chungel and Ayal Lawney Modelly Pongalavee Chungalavee Modelly and Ayal Lawney would upon Condition of their the said George Maule and John Lucas with Drawing their said Appeal to the King and Council from the order of the Honble Court of Appeals at Madras and thereby absent themselves Timmachellum Modelly Davy Naick Modelly Balla Chungel and Timmachellum Modelly Davy Naick Modelly Balla Chungel Davy

varoy Moodelly Poongatoor Shengelvarry Moodelly and Aya Sawmy to
a participation in the administration of the Estate of the said Poombavie
Commaroo Deceased as Executors named in the Last Will and Testament of
the said Poombavie Commaroo Moodelly Deceased, and also that they the
said George Maule and John Snow would intrust them the said Arnachel
lum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelear
Poongatoor Shengelvaroy Moodelly and Aya Sawmy with the Management
of the said Estate, by putting them the said Arnachellum Moodelly Davy Naick
Moodelly Balla Shengelvaroy Moodelly Poongatoor Shengelvaroy Moodelly
x and Aya Sawmy in possession of such Specialties and Securities for money
which remain with and in the Possession of the said George Maule and
John Snow, in order to give them the said Arnachellum Moodelly Davy
Naick Moodelly Balla Shengelvaroy Moodelear Poongatoor Shengelvaroy
Moodelly and Aya Sawmy a power and means of Releasing and Recovering
the Several Sums of Money thereupon due and owing they the said Arnach
ellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelly
Poongatoor Shengelvaroy Moodelly and Aya Sawmy Native Executors
on their parts would severally covenant and agree to and with the said
George Maule and John Snow, that they would pay off the said Mortgage
upon the family Houses Lands, Jewells and furniture and also pay
off all the Debts by the said Estate of Poombavie Commaroo Moodelly
Deceased due and owing and the Several Legacies in his the said
Commaroos Will Left and bequeathed to the Amount of and as far as
such Specialties and Securities for Money to the Estate of the said
Poombavie Commaroo Moodelly Deceased Should be Realized for,
Produce and be Received therefrom, which the said Arnachellum
Moodelly Davy Naick Moodelly Balla Shengelvary Moodelly
Poongatoor Shengelvaroy Moodelly and Aya Sawmy Native Executors
Would

Would agree to undertake to do, by Reason as they Alledge that the Sale
of the family Houses, Lands, Jewells and furniture would be detri
mental and prejudicial to the name, and memory of the said Poom
bavie Comaroo Moodelly Deceased and thereby Render the Recovery of
the outstanding Debts due to the Estate difficult and precarious

And that the said George Maule and John Snow in
Consideration of the Conditions aforesaid and also of the uncertainty
of their remaining in the Settlement of Madras the Nature of the
Companys Service exposing them to be Appointed to the Forts and
Factories of the Company, Remote from the Jurisdiction of the Consan
guinity and Kindred between the Heir Aya Sawmy and Many
of the said Native Executors, Have Covenanted concluded and agreed
to and with the said Arnachellum moodelly Davy Naick Mood
elly Balla Shengelvaroy Moodelear Poongatoor Shengelvaroy
Moodelly and Aya Sawmy and it is hereby Reciprocally covenant
and Agreed between the said parties and each of their Heirs Executors
and Administrators in manner and form following

Imprimis The said George Maule and John Snow do by these presents
Covenant promise and agree that they will as soon as Conveniently
may be withdraw or to Cause to be withdrawn the aforesaid appeal
to the King in Council from the Reversal of the order for the dismis
sion of the aforesaid Demurrer by the Honble the Court of Appeals

Item The said George Maule and John Snow do hereby allow of Consent
and agree that they the said Arnachellum Moodelly Davy Naick
Moodelly Balla Shengelvaroy Moodelear Poongatoor Shengelvaroy
Moodelly and Aya Sawmy shall and may take up and discharge
the Mortgage of the family Houses Lands Jewells, and furniture
by

by them the said George Maule and John Snow made and Executed
for the purpose aforesaid mentioned and Recited and also to pay off
and discharge the aforesaid two Judgements or Decree of the Honble
the Mayor's Court against them the said George Maule and John Snow
at the Suit of Tongy Chengelroy Moodelly and further the said George
Maule and John Snow do Covenant promise and agree to and with
the said Arnachellum Moodelly Davy Naick Moodelly Balla
Shengelvory Moodelly Poongatoor Shengelvaroy Moodelly and Aya
Sawmy as soon as may be after the Signing and Sealing of these presents that
they the said George Maule and John Snow shall and will deliver
Over and in possession put and give of all Singular the Specialties and
Securities now in the Hands of the said George Maule and John Snow
to the Estate of the said Poombavie Commaroo Moodelly Deceased
Whether consisting of Bonds Bills, Notes Accounts, or Receipts of
Money of any Kind soever, in order to enable them the said Arnachel
lum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelear
Poongatoor Shengelvaroy Moodelly and Aya Sawmy to Stand to
perform and abide by the Covenants and Conditions by them the
said Arnachellum Moodelly Davy Naick Moodelly Balla
Shengelvaroy Moodelly Poongatoor Shengelvaroy Moodelly and
Aya Sawmy hereafter on their parts to be born and kept
Item the said Arnachellum Moodelly Davy Naick Moodelly Balla
Shengelvaroy Moodelear Poongatoor Shengelvaroy Moodelly and
Aya Sawmy in Consideration of the premisses do hereby for themself
their and each of their Heirs Executors and Administrators Covenant
promise and agree to and with the said George Maule and John Snow
their and each of their Heirs Executors and Administrators by these
Presents, that they the said Arnachellum Moodelly Davy Naick

Moodelly Balla Shengelvaroy Moodelear Poongatoor Shengelvaroy Moodelly
and Aya Sawmy shall and will at all times Save harmless and keep indemne
fied the said George Maule and John Snow their and each of their Heirs
Executors and Administrators and every of them and their and each of
their Goods and Chattels, Lands and Tenements of and from all Actions
and Suits Judgements Extents, and Executions touching and Concerning
all and every matter or thing by them done or Caused to be done in the
Execution and Administration of their trust and Management of the
Estate of the said Poombavie Commaroo Moodelly Deceased whether
as Executors or otherwise from the day of the Death of the said Poombavie
Commaroo Moodelly Deceased untill the day of the date hereof, and also
to save and keep harmless and indemnified the said George Maule and
John Snow of and from all Costs charges and Expences, which they the said
George Maule and John Snow or either of them have been at or which they
May hereafter be at for and on Account of any Action or Suit now depending
or which may hereafter be brought or commenced against them said George
Maule and John Snow, or either of them whether jointly with the said
Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy
Moodelear Poongatoor Shengelvaroy Moodally and Aya Sawmy or
otherwise to the amount and as for as they the said Arnachellum
Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelear
Poongatoor Shengelvory Moodelly and Aya Sawmy may be thereto enabled
by the Possession of Money in their hands from the Receipt and
Payment of any of the Specialties or Securities to them as aforesaid
Covenanted and agreed to be by the said George Maule and John Snow
delivered and given over or from any part of the Estate of the said
Poombavie Commaroo Deceased whether Real or personal at the time
of such Actions or Suits being commenced or brought, and as such
Costs Charges and Expences shall in the Course or event of proceeding
become

become Ruby Vason thereof And that they the said Annachullum Moodelly Davy Naick Moodelly Balla Shungelvarey Moodeliar Pongatoor Shungelvarey Moodelly and Ryal Sawmy shall and will at the time of Executing of these presents also Sign and execute a Release to them the said George Maule and John Snow to that end and purpose

Item The said Annachullum Moodelly Davy Naick Moodelly Balla Shungelvarey Moodeliar Pongatoor Shungelvarey Moodelly and Ryal Sawmy do for themselves their Heirs Executors and Administrators and each of them further Covenant promise and agree that they the said Annachullum Moodelly Davy Naick Moodelly Balla Shungelvarey Moodelly Pongatoor Shungelvarey Moodelly and Ryal Sawmy their and each of their Heirs Executors and Administrators shall and will pay off and discharge first of all the aforesaid Mortgage Secondly two Judgments or Decrees of the Honble Mayors Court Against them the said George Maule and John Snow in favor of Pongay Shungelvay Moodelly and all and Every the Law Charges for Attorneys fees Recvd and now owing for and on Account of any Suit Brought by or Defending by the said George Maule and John Snow whether as Complainants or Defendants or otherwise and by Satisfying and paying all Such of the Creditors of the said Commarro Estate who have commenced and instituted any Suit Against them the said George Maule and John Snow as Executors of the said Commarro Deceased and Generally to pay off and Discharge all and Singular the Debts Dues and Demands by the Estate of the said Commarro due and owing or which for the said Pombava Commarro Moodelly and his Estate stood justly indebted and that they the said Annachullum Moodelly Davy Naick Moodelly Balla Shungelvarey Moodeliar Pongatoor Shungelvarey Moodelly and Ryal Sawmy their or either of their Heir Executors and Administrators shall and will And to any

Suit now depending or which may hereafter be commenced against them But in any plea to answer and make true discovery upon the payment of such Debts Dues and Demands or such of which they may be sued for whether jointly with the said George Maule and John Snow or either of them or otherwise so as to charge them the said George Maule and John Snow With any Management in their Administrations of the Estate of the said Pombava Commarro Moodelly Deceased but shall and will upon all Occasions whatsoever out of Court allow and Admit of the same as just legal and proper And that they the said Annachullum Moodelly Davy naick Moodelly Balla Shungelvarey Moodelly Pongatoor Shungelvarey Moodelly and Ryal Sawmy their or either of their Heirs Executors and Administrators or either of them shall and will upon all Occasions whatsoever out of Court allow and Admit of the same as just legal and proper And that they the said Annachullum Moodelly Davy naick Moodelly Balla Shungelvarey Moodelly Pongatoor Shungelvarey Moodelly and Ryal Sawmy their or either of their Heirs Executors and Administrators or either of them shall and will Quit claim to any such Suits Actions or Suits as have been commenced or which may hereafter be commenced any Plea of Plene Administravit non Debet or otherwise of the Accounts and proceedings of the Honble Land to Leave all special Pleas and Issue and Issues to Law for Money and to all and every Acts of the Estate of the said Pombava Commarro Moodelly Deceased shall have been legally and Justifully paid and applied to the Satisfaction and Discharge of the several Debts Dues and Legacies bequeathed by the said Pombava Commarro Moodelly in his Last Will and Testament and to observe to the Disposal of and Apply all and every part of the Estate and Effects whether real or personal given and and According to Law and the Tenor of the Last Will and Testament of the said Pombava Commarro Moodelly Deceased Which they shall and the foregoing Covenants be equal and proper for the said George Maule and John Snow or otherwise and thereupon such final Liquidation and Settlement of Accounts to give unto the Honble the Mayors Court and Executory and Account of all Administrations all and Singular the Goods Chattels and Effects of the said Pombava Commarro Moodelly Deceased whether Real or Personal Which shall by Virtue of these presents or which may hereafter come to their Knowledge Custody or Possession as Executors of the said Pombava Commarro Moodelly Deceased or otherwise

In Witness whereof the Parties above Named parties have unto all and every one of these Indentures their Hands and Seals to these presents Indentures as Made the Day and Year aforesaid

Signed Sealed and Delivered
in the presence of

Dr. **The State of Coomaroo Mootaliar** in Account Current with **John Lnow**

1778 September	1st	To Cash Advanced for Ceremony	1250	-	-
		To Cash paid for translating the Will	30	-	-
		To Cash Advanced Oyah Pauny for the Expences of the Family viz.t			
		1778 December 16 ... 100			
		1779 January 9 ... 100 ... 200			
		March 31 ... 100	-	-	
		April 30 ... 100	-	-	
		May 31 ... 100	-	-	
		June 30 ... 100	-	-	
		August 31 ... 84	-	-	
		September 30 ... 30	-	-	
		October 31 ... 125	-	-	
		Nov.r 30 ... 114	33	40	
		December 31 ... 134	2	10	
			1207	35	50
		To Cash paid the Conveyance and Writers Hire			
		To Pay for 12 Months			
		£20 Pagodas per Month	280	-	-
		To Cash paid Oyah Pauny for the Expences of the Family viz.t			
		1780 January 31	192	21	-
		February 28	95	21	-
		March 31	80	21	-
		April 30	80	21	-
		May 31	80	21	-
		June 30	80	21	-
		July 31	80	21	-
		August 31 for September and October	280	-	-
		Nov.r 30	280	21	-
		December 31	120	21	-
			684	-	-
Dec.r	22	To Sundries Sums paid them as per Consultation and Pag.e			
1779		100 Received on Account of Royal Bounty	5	-	-
January	9th	To Legacy Paid Palany Corkle Conjuror	20	-	-
		Do Do Moonga Pagan Do	20	-	-
			40	-	-
		To Cash Advanced Lunnaguam People	60	-	-
		Carried Over Pag.e	2547	34	50

1778 December	16	By Cash Received of Lowrash on Account of Rubies	290	9	13
1779	22	By Do Received of Francis Mayon on Account of Royal Bounty	100	-	-
January	1st	By Cash Received of George Moubray One per Cent on the Consideration Consolidated Bond with Interest	585	-	-
	16	By Cash Received of Mauselamany	300	-	-
February	1	By Cash Received from Lunnaguam People for what was Advanced	60	-	-
March	"	By Cash Received of Charles Edward Jones One per Cent on the Consideration Consolidated Bond with Interest	199	-	-
		By Cash Received of Charles Edward Jones one per Cent on the Consideration Consolidated Bond with Interest	200	-	-
May	31	By Cash Received of Ulwa Raganaya about Moosette	30	-	-
		Do Do of Mylay Sunnia as Mordelly	11	-	-
		Do Do of Wardon Reddy	10	-	-
			71	-	-
July	31	By Cash Received of Mylay Mordon Camaragum	200	-	-
August	31	By Cash Received of Mauselamany	320	-	-
		By Do of Mylay Pannagum			
December	31	By Cash Received of George Moubray One per Cent on the Consideration Consolidated Bond with Interest	585	16	45
		By Cash Received of Dunnaraya on Account	34	20	-
1780 January	31	By Cash Received from Francis Mayon on Account of Pagoda Bounty	100	-	-
March	31st	By Cash Received from the Renter of the Garden	50	-	-
April	30th	By Cash Received of George Moubray One per Cent on the Consideration Consolidated Bond with Interest	585	16	45
	31st	By Do Do Do Do	585	16	45
May	31st	By Do Do Do Do	585	16	45
July	31st	By Do Do Do Do			
		Carried Over Pag.e	4534	27	78

(816)

Dr. The Estate of Camaroo

1779		Brought Over Pagodas	5157	29	50
January	4th	To Garden House Advance Captain Maule Commanding Godavery	100	-	-
		To Cash paid Duncan Grant Salary	2	-	-
March	31st	To Cash Do for finding the Horses 1st Bill	7	2	20
		To Do for a Collar as the Letter to Accot 10	-	29	20
		To Francis Fleury paid Thomas Commissioners Pay £100 Received on Account of Pagoda Brammy	5	-	-
1780					
March	31st	To Cash paid Charles Bramley for Queenan of Mr Sullivant	100	-	-
May	31st	To Cash Paid Narrainachargeys for what was Received from Murugawayahe	50	-	-
June	30	To Cash paid Mr Hunter Ramah Naicks Attorney on Acct	60	-	-
July	28th	To Cash paid Dawsonne Drakeson Acct Laurie Morley	1620	-	-
1781					
Jany	31st	To Cash paid the Sheriff of the Mayors Court as per Bill 20. 27.			
		To Do Mr Ewing for Pair of Wall Lamps &c bought of Mr Parker 6. 24	27	9	-
May	31st	To Cash paid Mr Du Pury	150	-	-
		To Cash paid the Masters and Mistresses Thursday for 12 Months 20 Pags p Month	240	-	-
		To Do for Sundries as p Account Particular	271	10	70
		To Charles Bramley Advanced them for Court Expences	2085	22	8
		Pagodas	12867	4	8

1781					
Dec^r	4th	To Ballance as above	851	38	2
1782					
March	31st	To Cash Paid the Masters and Dames for January February and March	69	-	-
July		To Cash paid the Negro Attendants for April May and June	69	-	-
		To Cash paid Johan Douglas	1740	21	48
		To Cash paid Henry Du Pury for Law Charges	801	18	-
			3537	35	50
	18th	To Ballance paid	346	24	50
		Pagodas	3884	20	50

(817)

Cr. Mr Addelian in Account Current with John Snow

1780		Brought Over Pagodas	1357	21	78
July	31st	By Cash Borrowed of Mr Douglas	1500	-	-
Augt	31st	By Cash Received from the Renters of the Garden	18	-	-
Dect	31st	By Do Do Do	22	-	-
November	30th	By Do Do Do	18	-	-
1781					
March	31st	By Do Do Do	11	-	-
		By Cash Received of Charles Bramley the Amt of this Bond Principal 100			
		Interest and Do from 6th January 1776 to this day being 5 Yrs 2 Mo 10 p Cent p Ann 51 3 20	151	3	20
		By Cash Received of Charles Bramley on Acct of Laurence Murphy the Amt of this Note Principal 280 - -			
		Interest on Do from 1st Sept 1772 to this day being 8 Yrs 6 Mo 2 12 p Cent 287 19 18	567	19	18
			2085	22	8
1781			82012	8	6
Dec^r	4th	By Ballance	851	38	2
		Pagodas	12867	4	8

1782					
Feb^y	4th	By Cash Received of William Gordon Account	554	-	-
July		By Cash Received for Logs Sold at Bullock Battery	3330	20	50
		Pagodas	3884	20	50

Fort St George 18th July 1782

E. E. John Snow

True Copy

Hy Du Pury

Attorney for the Defendt

A List of the Houses and Ground with their Several Titles Deeds as Will of Sale &c. late belonging to the above said Deceased Viz.

No. 1. a House Situated at Batavia Street ... 1.
2. a Ditto ... Do. at Keroom Vidanada Mandelliar Street ... 1.
3. a Ditto ... Do. at Chunnatamby &c. ... 3.
4. a Ditto ... Do. at Wally ... 2.
5. a Ditto ... Do. at Bramley Valoyoda &c. ... &c. ... 1.
6. a Ditto ... Do. at Mootiahs &c. ... 1.
7. Ditto ... Do. at Outtoor Nellanahs ... 1.
8. Ditto ... Do. at Pouncavaty Street ... 1.

Gardens

No. 1. Situated near the Pedarriyaro Pagoda with the House Ditto. Major Maules ... 1.
2 Do. ... Do. the Court Godown ... 1.
3. Do. ... Do. at Tuvattoor with a Charity house
33 Writings purporting to be the Title Deeds of the above premises

A List of the Furniture Plate Jewells &c.

Furnitures

Europe Large Couch ... 2.
Ditto Small Do. ... 2.
Ditto Chairs ... 24.
Ditto Old Do. ... 12.
Black Wood Couch ... 2.
Black Round Chairs ... 2
Do. Flower Do. ... 2
Do. Stand Do. ... 12.
Teak Timber Couch ... 1.
Do. Chairs ... 11.
Mahogany Sofa ... 1.
Planck Chairs ... 8.
Card Table ... 2
Square Do. ... 2.

Europe Do. ... 1.
Large Do. ... 2.
Cots and Compleate ... 3.
Hanging Cott ... 1.
Large Looking Glass ... 1.
Round Looking Glass ... 14.
Lanthorns ... 4
Wall Globe Lanthorn ... 5.
Small Do. ... 14.
Globe Lanthorn ... 8.
Square Do. ... 1.
Wall Do. ... 1.
Round Do. ... 2.
Shades ... 13.
Do. Small ... 2.
Hand Shade ... 2.
Globe Lamp ... 6.
Shade Stand ... 12.
Pictures Large Sort ... 5.
Do. Plain ... 1.
Do. 2 ... 5.
Do. 9 ... 4.
Do. 4 ... 12.
Do. 5 ... 10.
Do. 1 ... 4.
Round Pictures 1 ... 4.
Do. Do. 2 ... 7.
Do. Do. 3 ... 6
Do. Do. ... 6.
Do. Do. ... 2.
Large Carpet ... 3.
Small Do. ... 19.
Small Fine Carpet ... 1.
Do. Do. ... 8.
Couch Pillows ...

Furnitures

Chintz Pillows	2
Damack Do	4
Cott Bad	4
Pillows	9
Damack and Gingam Pillows	3
Couch bad and Pillows	6
Europe Silk Do	6
Tape with	1
Carpet Do	1
Silver feet Cott	1
Palampore	1
Fans Smell Roots	5
Do Do	2
Do Do	2
Cloak	1
Saddle with	1
Do	1
Curtain	6
Do Canvas	1
Do for Cott	3
Lace Do	10
Bureau	1
Almara	1
Sea Coconut	5
China Ritcal	2
Large Do	1
Brass Chain	4
Swords	4
Ra	2
European Swords	1
Palanquen	2
Matt	30
Rattan Matts	6

Furnitures

Brass Gun	4
Cotts	2
Large Chest	4
Couches	2
Teak Wood Bureau	2
Black Do Do	1
102 Brass Potts Pans &c for the use of the House	
81 Do Do Old Do	

Plate

Silver Pottow Potts	2
Do Large Tambaul	2
Do Small Do	1
Do Do Do	2
Do Plain Do Large	1
Do Small Do	1
Do Guglet	1
Do Tizals	1
Do Tambauls	2
Do Tea Pott	1
Do Mugs	2
Do Large Plate	2
Do Spoon	2
Do Bowl	5
Do Plate for Do	5
Do large Spoon	3
Do Small Do	2
Do Strainer	2
Do Round Plate large	1
Do Do Small	2
Do Do Handling Plate	1
Do Roze Water Tambaul	3
Do With Mancla Works	2
Silver Stand for Do	2

Do

Plate

Do Fish	1
Do Candle Cups	2
Do Gloves Do	1
Do Candlestick	2
Do Chinnam Box	1
Do Gungalet	1
Do Stand for Tea Cattle	3
Do Candlestick with 8 Branches	1
Do Cloister	3
Do Calamboum Flowers	2
Do Fish Stand	1
Do Cuyendoes	1
Do Knives and Forks	2
Do Handle Do	1
Do Supplication Rings Called Cuylava Garey	1
Do Cuye large	3
Do Small	3
Do Box	3
Do Dish	2
Gold Gilted Shaumbrans	2
Do Do Moonbaub	2
Do Watch	1

Jewells

Chosly Set with Stones	1 Pair
Chary or woomans hand Ring set Stone	1 Do
Pilicay attaum or Do Do	1 Do
Surjaum or Man head Dress Do	1
Wallundaya ttady Set with Stone Fish	1
Middle Ring	1
Balls	4
Rings Set with precious Stones	3
Belooram & Gold en things	1
Ring Set with Diamond	1
Do Do Do	1

Jewells

Ring Set with Diamonds	1
Do Seal	1
Gold en or Arayachillum for weid del Togettoo being 9 Lapells	1
Rubi Soyumdaram	1
Coral	1
Jemroky & Emrald Balee	1 Pair
Pearscho Set with Diamond	1 Do
Bajuband Do Do	1 Do
Puttady Set Do	1
Surcarey	1
Bajuband plaind	1
Togettoo	1
Paraciyo	1
Puttam Set with Stones	1
Role of Coral	1
Mogamonatty	1
Neck Chain	1
Plain Woman Middle Ring	1
Ladayella	2
Surgroo and Tarry	1
Do Do	1
Bajuband Set with Stones	1 pair
Seemal Jewells	1 Do
Rubies Do	1
Wodtheroo Jayum	1
Pandrawmoor Braad Chain	1 Pair
Pojaragolly or Do	1
Middle Red Ring Set with Stones	1
Neck Ring Set with Diamonds	1
Cloody Do Do	2
Neck Lace with Pearl and prayer heads	1
Neck Lace with Spear Head	1 pair
Cammel or Womans Ear Ring	

Jewells

Arasaulou Tangel	1 Pair
Head dress like sow and Moon with Stones	1 Do
Head dress like Peacock	1
Wootheryungum	1
Natto or Jewells for the Nose	1
Wootharatcha Tavadum with prayer Peads	1 Pair
Neck Ring Set with Stones	1
Chavady	1
Jewells and Neck lace beads	
Beads for Do	14
Pearls Jewells	1 pair
Emerald Ear Ring	1
Ear Ring	1 pair
Sealing Ring	1
Bulse of Pearls	2
Rubem and Do	3
Headdress like Son and Moon	1
Sundrasharam	1
Cholly Set with Diamond	2
Coopoo	1 pair
Arasalay Tangel	1
Emeralds	33
Diamands	24
Ear Ring Set with Stones for woman	18 pair
Bajubandoo Do	1 Do
Role of pearls	1
Bajubandoo Do	1 pair
Tucka with Stones	1
Breast plate with precious Stones	1
Do Do Large	1
Puttoo with Diamonds	1
Breast Plate	1

Jewells

Jewells

Esmeral Ear Ring	1
Breast plate with Diamond and Parls hanged	1
Diamond Ring	1
Do Jewells Small	1 pair
Breast plate with Stones	1
Do Do	1
Do Do with Role of Pearls	1
Condarum or Neck lace of Precious Stones With breast Plate	1
Breast plate	1
Pearls	
Breast Plate	1
Volley	1 pair

A List of the Out Standing Debts upon Bond Bills Notes Books &c.

		Pr.	F.	C.
No 1. Charles Bromleys Bond		1000	"	"
2. William Gordon Do	Pr. P.	1000	"	"
3. William Gordon Do	3000			
4. William Gordon Do	1048 16 35			
5. Lieutenant Murphys Note		280	"	"
7. John Willoughby's Bond		4528	"	"
8. John Waawell Stone Do		43967	20	46
9 & 10. Papers respecting Concerns with Paul Benfield with an Assignment of		60,000	"	"
11. J. M. Stones Account Current				
12. Vincatachellum & Arnachellum Bond to James Hay Pag		4000	"	"
13. John Willoughbys Account Current				
14. Tremungalum Candapale Chitty Bond		400	"	"
15. Lieutenant Eagles Account and Note		305	21	"
16. George Moubray Acknowledgement of a Concern in a Consoledated Bond with him Amounting to				
17. James Hays Letter				
18. Comaroos Bond to J. Douglas				
19. Durmaroys Bond to J. Douglas				
20. Ballance due to J. M. Stone				
21. Lewcocks Acknowledgement for Bonds				

22. Bills of Sale
23. Power of Attorney from Gopaul
24. Kistnaguer Pundys Agreement Dated the 17th October 1774 ---------- 11951.37
25. Dummarays Account of Ballance
26. Bills of Sale Mortgaged by Mootoo Comaragah

Malabar Bonds & Papers

N.1. Agreement and Bond of Shunmagaloyedans
2. Venatachellams Bond ---------- 1000. " "
3. Shakoor Ramayahs Bonds 1. ---------- 500. " "
1. ---------- 150. " "
1. ---------- 200. " "
1. ---------- 1200. " "
4. Veerabadra Moodelliars Bond to Pauyah Moodelly ---------- 1000. " "
5. Letter from Veerabadra Moodelliar Transferred from Underagah ---------- 500. " "
6. Pillans Venatapuddy Notes 4 for ---------- 15. " "
4 D°. ---------- 50. " "
7. Murrayjacka and Chinglevey Moodelliars Note ---------- 500. " "
8. Pillagah Moodelliars Bond ---------- 3000. " "
9. Lummegroy Moodelliars Bond ---------- 545. " "
10. Soobaroyer Bond ---------- 50. " "
11. Pongadoor Chinglevey Moodelliar Mortgaged Bond ---------- 700. " "
12. Ditto ---- Re ---- Bond ---------- 1800. " "
13. Mootapulla Note ---------- 345. " "
14. Mootoo Moodelliar & Pillagah Moodelly D° ---------- 2000. " "
15. D° ---- D° ---- Bond ---------- 186. " "
16. Cajiwara and Rama Lauuny Oyer Bond for ---------- 200. " "
17. Soanthella Rama Lauuny Oyers Bond ---------- 61. 12. "
18. Chinge Venatasooyers Bond ---------- 30. " "
19. Canna Chitty Chandranna Maick Bond ---------- 184. " "
20. Murraja and Sheshachellams Moodelliars Bond ---------- 100. " "
21. Shakedavers Note for ---------- 25. " "

Malabar

22. Tongary Moodelliar Note for ---------- 100. " "
23. Mylah Manickanuny Moodelliars Bond ---------- 620. " "
24. Mangagadaca Oyer and other agreement & Bonds
25. Mr. Darkes Receipt for Persian Papers
26. Mootoocomaragah and Agreement
27. Mortgage Bond and Mortiah Agreement to Lamee Hay from Cudal Chitty
28. Ramayahs Bond ---------- 15. " "
29. Pullore Condagahs Bond ---------- 10. " "
30. D° ---- D° ---- 30. " "
31. Nainachundras Note ---------- 200. " "
32. Candada Comara Venatachetty Bond ---------- 60. " "
33. Nagaya Bond ---------- 25. " "
34. Chandacandoo Loobragahs Bond ---------- 400. " "
35. Ayahs Tambys Bond ---------- 17. " "
36. Nagagahs Moodelliars Bond ---------- 282. " "
37. D° ---- D° ---- 100. " "
38. Pannagahs Bond for ---------- 20. " "
39. Goosamoodiahs Agreement ---------- 100. " "
40. Codiars Ruanahs Bond ---------- 10. " "
41. Pandoor Venatachellams Agreement

Cudjan Bonds

N. 1. Mangadoo Mootoo Comaras Bond ---------- 4500. " "
2. Balla Chinglevey a Moodelliars Bond ---------- 500. " "
3. Codambacka and Kistnama Maick D° ---------- 12. " "
4. Agreement of Lauuny Langar and Shes Bill of Exchange from Underagah ----------
5. Nagagahs Bond ---------- 20 1/6. " "
6. Pagagahs Chittys Bond ---------- 42 1/6. " "
7. Tummana Naigs D° ---------- 10. " "
8. Lauuadanbaranne D° ---------- 100. " "
9. Chinnatoomby s Bond ---------- 380. " "

Cadjan Bonds

9.	10. Nimayah Do.	2. " "
	11. Calayahs Do.	150. " "
	12. Verdayah Do.	50. " "
	13. Do. Do.	25. " "
	14. Do. Do.	100. " "
	15. Venkata Moodeliar Bond	100. " "
	16. Venkachayah Agreement	725. " "
	17. Verdayah Agreement	
	18. Arumogam Bond	10. " "
	19. Langaroya Bond	10. " "
	20. Chengelvaroya Bond	5. " "
	21. Arumogaraya Do.	10. " "
	22. Do. Do.	10. " "
	23. Comarayah Do.	50. " "
	24. Imamauam Chengelvaroya Bond	294. " "
	25. Cullacoty Walayah and Cullayah Bond	96. " "
	26. Nannawaya Bond	10. " "
	27. Salvaroya Do.	200. " "
	28. Cannayeram Do.	30. " "
	29. Nimayah Do.	150. " "
	30. Caroopen Reddy Do.	25. " "
	31. Venkata Sawmy Do.	17½. " "
	32. Venkatachellam Do.	160. " "
	33. Cumaratumby Do.	10. " "
	34. Subramoniyan Do.	10. " "
	35. Comarayah Agreement & Bond	15. " "
	36. Imamauam Chengelvaroy Moodelliyar Bond	294. " "
	37. Paraysachoty Nauriayah Moodelliar Bond on the Name of Manabadoo Mootoo Moodelliar	100. " "
	38. Manambadoo Mootoo Moodelliar Agreemt for the above said Nauriayah Moodelliar	
	39. Yethadoo Venkatachellum Bond	50. " "
	39. Maimbalam Mootoo Reddy Bond	40. " "

Cadjan Bonds

40.	Do. Agreement	
41.	Gouendoo Ruggeth Brother to Palchiayah	100. " "
42.	Langaroya Bond	5. " "
43.	Arumogam Ground Mortgage Bond	20. " "
44.	Langlee Chengelvaroya Agreement and Bond	600. " "
45.	Vayrachee Bond	12. " "
46.	Nenbatoor Veraperumalle Bond	30. " "
47.	Pallayonnan Venkatacha Chitty Agreement	
48.	Calayachan Langarayah	100. " "
49.	Manambadoo Paganada Moodeliyar Bond	30. " "
50.	Balla Chengelroy Moodelliyar Bond	300. " "
51.	Balla Chengelroya Moodelliar and Nillanah Moodeliar Bond	300. " "
52.	Chengel Venkatarayer Agreement	80. " "
53.	Ryla Ramabadroo Naigel Garden Mortgage	500. " "
54.	Do. Agreement	
55.	Do. Old Bond to be given away	
56.	Manbalam Mootoo Reddy's Bond	50. " "
57.	Imbiamma Moodelly's Bond	50. " "
58.	Venkatarayer Bond	50. " "
59.	Mudly Pachiapahs Mortgage Bond	6. " "
60.	Imamaly Lamaca Lamarasanan Bond	20. " "
61.	Perymanoo Villayahs Agreement for Do.	
62.	Rama Chetty's Bond	1. " "
63.	Subumby's Agreement for	250. " "
64.	Nallayahs Bond to Imchiamuthy Nimayah	400. " "
65.	General Mortgage Bond	20. " "
66.	Sullanga Nemburay Do.	5. " "
67.	Imamauam Bond	100. " "
68.	Do. Agreement given by Ayeyyaruchanan Pitchaimah Chitty as a Security for the above sum	
69.	Do. Bill of Sale	
70.	Villayahs Receipt	15. " "

Cadjan Bonds

N. 71. Vinayella Receipt ..... P. Pp. 214 ½

72. Mylaa Conveyance Agreement ..... 60 " "
Inthenaply Bonds and Cadjans

73. Power of Attorney given to Covrane by Cattamyachan
Kistnamanaig Curagoo Naig and Tammaboy
Venkatasawmy Naig for Vundy Rama Naig

74. Tamyagarayo Receipt for ..... 300 " "

75. Levgala Pommumbelum Tamberam Bond
for P. Pp. 500

76. Venkatachella Soubenagallam Modelly
Bond 500

77. Timmoollavasul Cellayah Modally
Bond 100

78. Tammurbala Tamberam Receipt Given
by Ramasawmy and Tammadum Bond 40 6/8 120 " "

79. Copy of Mootoo Comarasawmy of Vayatteswany
Pagoda Bond for ..... 693 ½ " "

80. Do. ..... Do. ..... 850 " "

81. Sombramoney alias Bond for Rs. ... 120

82. Vthandy Condayahs Security Bond for ..... 50 " "

83. Security Bond of Mootoo Comarasawmy of
Vayitteswany Pagoda for Caddy Contract

84. Copy of said Agreement Given to Mootoo Comarasawmy

85. Tumaren Condavarayo Bond and Cadjans

1 ..... for Pawns ..... 8000 " "

1 ..... for Rupees ..... 1300 " "

1 ..... for Pawns ..... 600 " "

1 ..... for P. P. ..... 150 " "

for 2. pound Rupees ..... 2000 " "

1 ..... for Pondicherry Do. ..... 300 " "

1 ..... Do. ..... 100 " "

1 ..... Do. ..... 75 " "

1 ..... Do. ..... 35 " "

Cadjan Bonds

N. 86. Agreement of Ramyapah Chitty to Mootiah

87. Mundy Comarasawmy Account for outstanding
Ballance due to him from Pondiches .....

88. Vencavanada Reddy Bonds for ..... 1. ..... 200 " "

" ..... 1. ..... 300 " "

" ..... 1. ..... 500 " "

89. Do. ..... Do. Account

90. Bullucha Pagoda Account and Cadjan Bundles

91. Lungamanaig Bond ..... 60 " "

Persian Bonds and Papers

N. 1. a Letter from the Right Hon.ble Valajah Nabob of Shake Hage
Huddeen dated the 2d. Jemaudalawel
Persian Language 1188. the 2. January
1775. for ..... 10,000 P. Pp.

2. a Receipt and Bond of Institchinoply Cachay
at Interest of 2 ½ Cent ₱ Month payable
in one Month. Dated in Persian Language
the 28. Jahmadas Saany 1189 the 16. Augt.
1775 ..... 5000 Do.

3. a Promissary Note of Shaik of Nuncer ull Umra
at Interest of 12 ½ Cent ₱ Annum Payable
in Eight Months on the Bunker of Bussora
Jat Rock Dated 19th. Jamaodellawel 1189. the
16th. June 1775 for ..... 100000 Rupees

Obligation or an Agreement for the Interest
of 8 ½ Cent ₱ Annum to be paid Separately
Dated 19th. Jamaodellawel 1189. the 16. June 1775.

4. a Bond of Condadelal Bunsah at Interest
of 12 ½ Cent ₱ Annum Payable Upon Demand
Dated 6th. Mohurrum 1179. the 21st. June 1765 for 1100. Star Pags

5. An Order from the Right Hon.ble Nawaub ull
Omrahs at Tanjore on Institchinoply to Pay Cauba
Mya the Sum of the 5th. Day of Zeicaud 1187 the 4th.
January 1774 for ..... 3000 Do.

Persian Bonds and Papers

No. 6. a Bond of Ameenul Omrah for 30,000 Pagodas new
Which 15,000 P. P. Int. Interest at 2½ ℘ Month.
for 5000 Star Pagodas and for the Remainder of
both Sorts at 1½ ℘ Cent ℘ Month. dated 6th
Rujjaul 1188 the 19 Sept. 1774 for - - - - - - - - - 30,000 S. Pags.

7. a Bond of Ameenul Omrah at Interest of 2½ ℘
Cent ℘ Month Payable every three Months dated
the 13th Shawal 1187 the 30 December 1773 for - - 3000 Rupees

8. a Bond of Ameenul Omrah payable every six Months
dated 16th Zaumadar Sawny 1190 the 2 August 1776 for 10,000 Star Pags

9. a Bond of Ameenul Omrah for L. 136 5/8 Pags at
Interest of 12 ℘ Cent ℘ Annum payable every 6 Months
dated 21 Zelahage 1190 the 6th February 1777 for - 33243 3/4 68129 43/96

Obligation or and Agreement for D.o Premium of 8 ℘
Cent ℘ Annum to be Separately dated the D.o D.o

Summarys Sundry Bonds

Camaroo Bond to James Morley & Paul Benfield

Bond to James Morley for Ten Thousand Pagodas

Copy of an Agreement from James Morley to Assigns
over Paul Benfields Bond for Ten Thousand Pagodas

To Camaroo Sundry Papers Respecting a Decree of the
Mayors Court in favor of James Morley

Charles Edward James Acknowledgement of Camaroo
Concurrence a Counsel dated D.o Boudwin to him

Lease for four Years to George Maules

a Decree of the Mayors Court against Ameenul Omrah
for One Hundred Eight Thousand and Sixty Eight
Pagodas Ninety Eight Fanams and Ten Cash
dated 6th March 1781

List of Jewells delivered
to P. Baijubaud
to Pallady
to Sadasheygurry
to Rain Wangaro
Middleton
to Emerald Jewells
to Chandeabaram
to P. Cummul
to Arzalai Tunjil
to Shaddeo Pitts
Sun & Moon
to D.o . . D.o
to Moothuquinjum
to Leroy & Vergese
Baijubaud
Padahoma
Sally
to Bulwig & Sundries
Ravay Rageelayyan
to Bulwig Diamonds
Ravay Lackay Cutter
to Bulwig & Sundries
to D.o & Emerald
Casket

We Annachellums Mordelliar Dary Mainck and Ayasawmy
three of the Native Executors mentioned in the Articles of Agree-
ment annexed hereto do hereby Acknowledge to have received
into our Possession all the Effects and Papers Particularized
in the foregoing List or Inventory The Bills of Sale for the
houses and Grounds and Assignment from George Maubray
and all Papers Relative to the Estate of Annachellums
Deceased also Pistinajee Pundye Agreement dated 27 October
1774 and Pundoor Annachellums Agreement these
two last Papers being Missing excepted Part of the Jewells
having been sold by Publick Outcry and the Nett Proceeds credited
by Mr John Lynch in his Account Current Annexed hereto and
the Remainder now delivered Value as Per Inventory and
the Ballance Received by us this Two Day of July 1782

Witness
John Douglas
Escort

Delivered
John Lynch

Signed Sealed & Delivered
in the presence of
Geo. Vansittart
Sam. Foote

True Copy
Wm Dis Pinn
Atty for the Defendant

B.

John Lynch

These Presents shall Witness
Annachellum Mordelliar Dary Mainck Mordelliar Balla Chun-
gelavaroy Mordelliar Pooniatoo Chungelvaroy Mordelliar and Aya
Sawmy Native Executors Named in the Last Will and Testament of
Pumbaur Camaroo Mordelly Deceased Send Greeting Whereas the
said Pumbaur Camaroo Mordelly Deceased Departed this Life on or
about the Second day of September which was in the Year of Our
Lord One Thousand Seven Hundred and Seventy Eight leaving
two

His last Will and Testament as aforesaid and did therein Nominate and
Appoint amongst the Europeans Charles Edward Jones, John Snow and
George Maule, and among the Tummurhurs, Trumanum Arnachellum
Moodelliar, Court Dubash Davy Naick Moodelliar Balla Shengelvaroy
Moodellear Poongatoor Shengelvaroy Moodellear Ayah Sawmy and
Sawmy Ayer And Whereas the said Charles Edward Jones, John Snow
and George Maule did duely Appeare and produce the said Original Will
of the said Poombavie Comarroo Moodelliar before the Honble the Mayor's
at Madras and did obtain Probate thereof, And Whereas from the
Wording and expression of the said Last Will and Testament they the
said Charles Edward Jones, John Snow and George Maule were Advised
that the true exposition and Meaning thereof was that they the said Charles
Edward Jones, John Snow and George Maule were the only persons
intended by the said Testator to have and be intrusted with the
Management and Administration of his the said Testator's Estate,
And that the aforenamed Trumanum Arnachellum Moodelliar
Davy Naick Moodellier, Balla Shengelvaroy Moodellear Poongatoor
Shengelvaroy Moodelliar and Aya Sawmy were only named and
Appointed as such in order to Assist them the said Charles Edward
Jones John Snow and George Maule with their Advice when
thereto Required and called upon so to do that the said Charles
Edward Jones John Snow and George Maule did Accordingly
Proceed to collect in the out Standing Debts due to the Estate of the
said Testator by instituting Suits and Actions for the Recovery of
Debts due to the Deceased in his Lifetime and by filling Bills of
Discovery for Account of Moneys due to the said Estate and especially
for a Particular Discovery of Accounts of money Expended and Received
on Account of the said Estate previous and Subsequent to the death
of the said Testator Against Poongatoor Shengelvaroy Moodellear

One

One of the Native Executors before Named in the Last Will and
Testament of the said Deceased to which Bill of Discovery the said
Poongatoor Shengelvaroy Moodelliar did Demurr, because that the
said Arnachellum Moodellear Davy Naick Moodelly Balla
Shengelvaroy Moodellear Poongatoor Shengelvaroy Moodelly and Aya
Sawmy had not been made Parties to the said Bill that the said
Demurrer after the said Charles Edward Jones John Snow and George
Maule had joined thereto, came on to be heard in the Honble the
Mayor's Court on or about the Seventeenth day of August One thousand
Seven hundred and Seventy Nine when the said Demurrer was
dismissed and the said Poongatoor Shengelvaroy Moodelliar ordered
to Answer to the said Bill And Whereas the said Poongatoor
Shengelvaroy Moodellear did Appeal from the said order to the
President and Council at Madras aforesaid and when the said
Appeal came on to be heard the said President and Council did
Order the Reversal of the said Order for dismissing the said Demurrer
and did order the said Bill of discovery to be dismissed the said
Charles Edward Jones, John Snow and George Maule did thereupon
Appeal from the said Order to his Majesty in Council where the said
Suit now lays depending and whereas Notwithstanding the atmost
Efforts of the said John Snow and George Maule aforesaid the sole Resding
Europeans Executors of the said Testator they have been prevented from
Various and unforeseen impediments and events to Liquidate the
said Estate or to realize Sufficient of the Securities and Specialties
due thereto to pay off and discharge the Sundry debts and Demands
due thereupon but instead thereof have been Obliged to prevent the
Total Alienation of the family Estate to Mortgage the same or also
the family Jewells in Satisfaction of a Decree of the Honble the
Mayor's Court for the Sum of

in favor

in favor of James Wooley Esqr. that the said Credors of the Estate of the said Testator becoming Very pressing for their Several Demands due thereon and the only ways or means which they had of Satisfying them was by the Fatal Sale of the said family Houses, Lands, Jewells, and furniture, and the said John Snow and George Maule were Actually about and had taken Measures for the Disposal of the said family Houses, Lands, Jewells, and Furnitures for the purpose aforesaid by Advertising the Sale thereof which said Steps taken by the said John Snow and George Maule did draw on and produced Certain Offers and proposals from the said Arnachellum Moodelliar Davy Naick Moodelly Balla Shengelvaroy Poongatoor Shengelvaroy Moodelly and Aya Sawmy to the Effect and End of Satisfying and Discharging the Several Debts dues and demands by the said Testator in his life time owing and Indebted, without Selling and disposing of the said premises, that the said Offers and proposals by the said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Poongatoor Shengelvary Moodelly and Aya Sawmy Made being More Conclusive and Effectual towards the Liquidate of the Accounts of the Estate and the Demands thereon the said John Snow and George Maule did Advise and Consult with the said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelliar Poongatoor Shengelvaroy Moodelly and Aya Sawmy Thereupon and the said John Snow and George Maule being desirous as far as they could be indemnified to preserve the family Houses Lands, Jewells and furnitures wholly and interely unalienated for the Possession and enjoyment of the heir

Aya

Aya Sawmy According to the intention of the Testator in his will Expressed, did Consent and Agree to take the Advice and Assistance of the said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelliar Poongatoor Shengelvaroy Moodelliar and Aya Sawmy upon the means most Effectual thereto and did Lay before them the Said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelliar Poongatoor Shengelvaroy Moodelly and Aya Sawmy an Inventory of the Estate and Effects of the said Deceased Whether Real or personal consisting of Title Deeds to Houses Lands Jewells, furnitures, Bonds, Notes, Accounts, and Lundry, other Specialties and Securities for money and also an Account Current of their Management of the Estate, all which they the said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelliar Poongatoor Shengelvaroy Moodelly and Aya Sawmy did agree to and Approve of as Just day of the date hereof entered into mutual Articles of Agreement Relating to the future Management of the Estate of the Said Poombavee Coomaroo Deceased And whereas the said John Snow and George Maule have on the date hereof made up and adjusted all Accounts matters and things of and concerning all money Received paid and Discharged by them as Executors as aforesaid from the day of the death of the said Testator and all other the Estate whatsoever belonging to the Estate of the said Deceased which have been Received and come to their or either of their hands Possession or the Disposition of them or either of them which said Accounts together with an Inventory of the Houses Lands Jewells furnitures of all and Singular the Goods Chattels and Effects to the said Deceased in his life time any way belong they have also Shewn and Delivered to them the Said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroy Moodelliar Poongatoor Shengelvaroy Moodelly and Aya Sawmy And which they the said Arnachellum Moodelly

Davy

Davy Naick Moodelly Balla Shengelvaroy Moodelliar Poongatoor Shengelvaroy Moodelly and Aya Sawmy have consented and Agreed to abide by and approve as Just and Legal and Legal and in Confirmation thereof have Severally Sett and Subscribed their Hands to the said Account Current and Inventory and the said Arnachellum Moodelly Davy Naick Moodelly Balla Shengelvaroya Moodelliar Poongatoor Shengelvaroy Moodelly and Aya Sawmy being fully Satisfied in the Premises Jointly and Severally for themselves their and each of their Heirs Executors and Administrators have Remised Released and for ever Discharged the said John Snow and George Maule their Heirs Executors and Administrators of and from all further Reckonings Accounts and Sums of Money by them had and Received in pursuance of their aforesaid Management and Administration in the Execution of the Said Last Will and Testament of the said Deceased and all and every part thereof from the begining of the World to the day of the Date hereof

In Witness whereof we have hereunto Sett our Hands and Seals in Madras this Twenty second day of April One Thousand Seven hundred and Eighty two

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

Hy Du Puy

Edward Ellis

[illegible] L.S.

[illegible] L.S.

[illegible] L.S.

[illegible] L.S.

[illegible] L.S.

True Copy

Hy Du Puy

Atty for the Compt.

Dr The Estate of Coomaroo in Account Current With John Snow Cr

1785 Decr 7th	To Cash paid Mr Popham	53	9	1785 March 12th	By Ballance received from the Native Executors	147	15		
15th	To Do paid Mr Bromley	75	"						
	To Interest on Ditto	128	9						
		19	6						
	Pagodas	147	15		Pagodas	147	15		

Fort St George 12th March 1785

Carvos Excepted

Hy Du Puy

John Snow

Extract from the Minutes of a Court Held at the Town Hall on Friday the 11th Day of Nov. Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call Edward John Hollond
Edward Garrow William Webb
John Menzies Vincentio Corbett
and Josias Du Pre Porcher Aldermen

Anna Sawmy
vers
John Snow, George Maule Charles Edward Jones
Teremanum Arnachellum Davy Naik and Others
Executors of Poombalivie Comaroo Deceased

Filed 11th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Iyah Pillay of Madras Dubash that John Turing of Fort Saint George Esquire stands indebted unto Your Orator in the full and just Sum of One Thousand three Hundred and Sixty five Pagodas Sixteen Fanams and Sixty One 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 Forty Six Pounds three Shillings and three Pence or thereabouts as will more fully and at large Appear by a Draft of Henry Severn Powney late of Madras Merchant deceased on the said John Turing in favor of Your Orator and by Your Orator's Account Current Copies whereof are hereunto Annexed and prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals being in Your Orators possession and Ready to be produced when Required And Your Orator Sheweth he hath been Dubash to the said Henry Severn Powney ever since his first Arrival

in

in India and hath transacted all his Mercantill Concerns for him especially since the said Henry Severn Powney hath been Appointed as an Assistant at Vizagapatam and Your Orator Sheweth that the said Henry Severn Powney came down from Vizagapatam in the Month of March last and directed Your Orator to purchase Copper to the Amount of three Thousand Pagodas and upwards and by way of part payment thereof he gave unto Your Orator the said Draft on the said John Turing Copy whereof is hereunto Annexed whereupon Your Orator went to the said John Turing who informed Your Orator that the Balance of Accounts belonging to the said Mr. Crawford then in his hands Amounted to the Sum of One Thousand and Five hundred Pagodas in Consequence of which and of Your Orator having at that time the produce of Some goods in his hands belonging to the said Henry Severn Powney Your Orator had purchased the said Copper and Shipped the same for Account of the said Henry Severn Powney who had just then Returned to Vizagapatam and Your Orator afterwards called again on the said John Turing who then said that he had settled the Account and that the Balance did not exceed One Thousand and four hundred Pagodas which Sum he promised to pay Your Orator the then Next day whereupon Your Orator remained satisfied And Your Orator Sheweth that he afterwards called on the said John Turing who declared he had not at that time Cash enough in the House but that he was about to receive Some Money soon and would make up the Sum Your Orator Sheweth that on his Repeating his Application the said John Turing informed Your Orator that Henry Severn Powney was dead and that he could not pay the Money without proper advice and without conferring with Francis Henry Drake of Vizagapatam Merchant the other Atty of the said Mr. Crowford, to whom he had Written and the said

John

John Turing hath since informed Your Orator that the said Francis Henry Drake objects to the Money being paid, and therefore he cannot pay Your Orator. But Your Orator Chargeth that as the said John Turing hath promised to pay the said Draft of the said Henry Severn Powney and as Your Orator trath in Consequence thereof advanced his Money to purchase the Copper the said John Turing is bound to pay unto Your Orator whatever Balance to may have in his hands belonging to the Estate of the said Mr. Crawford or so much thereof as will be Sufficient to Clear off Your Orator's Claim on the said Henry Severn Powney which Claim Amounts as by the said Account to the said Sum of One Thousand Three hundred and Sixty Five Pagodas Sixteen Fanams and Sixty One Cash, which Sum Your Orator Chargeth that the said John Turing ought to pay unto Your Orator 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 Three hundred and Sixty five Pagodas, Sixteen Fanams and Sixty One Cash

But now so it is and may it please this Honble Court the said John Turing obstinately and wilfully refuses to pay the same or 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 John Turing may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and effectually to all intents and purposes as if the Same were here again Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Three Hundred and Sixty Five Pagodas

Sixteen

Sixteen Pagodas and Sixty One Cash with all Costs Interest
as now is or shall Accrue after become due thereon also Costs of
the Suit

May it please this Honble Court to Cause the
said Robert Turing to be Summoned and Required by the
Sheriff of Fort Saint George Towns of Madrasapatnam and the
Districts thereof personally to be and Appear before this
Honble Court at a certain Time and place to be by this
Honble Court prefixed and Appointed, then and there to
Answer this Your Orators Bill of Complaint and further
to Stand to and abide by such Order and Decree therein as to this
Honble Court shall Seem Meet

7th July 1785.

Let Bill was Sworn to and subscribed
the day of Adjournment Let Summons
Issue Returnable the Next Court Day

Philip Stanley
Mayor

L. Popham
Atty for the Compl^t

John Turing Esqr

Dear Sir

Inclosed I Transmit to you agreeable to
Balance of Mr Crawford's Acct to the Honble Lyall Pillai Esqr
Dubash who will Give You his Receipt for the same You
Can Send me the Rect Immediately by Mr Crawford's
Messrs Turing & Lane
Madras Roads
April 25th 85

Dr Sir
Your Very Obed^t Servt
Hy Powney

Attorney to Mr Crawford

Dr The Estate of the late Henry Lane Esqr in Acct Current with Robert Turing Esqr

| 1785 | | |

Filed 6th Septr 1785

Plea and Answer of John Turing of Fort Saint George Esquire Defendant to the Bill of Complaint of Iyah Pillay of Madras Dubash Complainant

This Defendant by Protestation not confessing or Acknowledging all or any of the Matters or things in the Complainants Bill of Complaint to be true in such manner and form as the same are therein set forth doth plead thereunto and for Plea Saith that although he admits it to be true that the said Complainant did present the said Order as in and by the said Complainants Bill is stated and set forth and although he did at the time of the Same being so presented inform the said Complainant that when Mr Crawfords Account Current could be adjusted it was his this Defendants Intention to Answer the Order of the said Henry Severn Powney and transmit the Amount According to his Desire Yet this Defendant humbly Conceives that under the peculiar Circumstances Attending the whole of this Transaction which he prays leave to lay before this Honble Court he is not Rendered Liable to Comply with the Request of the said Complainant as in and by his said Bill is prayed and Set forth This Defendant Saith that previous to the Departure of the said Henry Severn Powney from Madras on his Return to Vezagapatam some time in or about the Month of April Last past but what day Precisely this Defendant doth not Recollect the said Henry Severn Powney did Request and desire this Defendant to pay the Balance of the said Mr Crawfords Account to an Order he the said Henry Severn Powney should leave in favor of his Dubash Meaning the said Complainant and begged of this Defendant to transmit the Account Current to him the said Henry Severn Powney and Francis Henry Drake as joint Attorneys to the said Mr

Mr Crawford This Defendant saith that some Business intervening Prevented his Attending to the Matter in Question untill the said Complainant Reminded him thereof when this Defendant was Actually going to pay the said Complainant the said Ballance on the very day that he Learned the said Henry Severn Powney was dead This Defendant saith that upon so becoming Acquainted with the Death of the said Henry Severn Powney and the Order given by him the said Henry Severn Powney for the payment of the Said Ballances being specified to be as the Ballance of the said Mr Crawfords Account and the said Order being Likewise Signed by the said Henry Severn Powney only as Attorney to the said Mr Crawford and also this Defendant knowing the said Henry Severn Powney was joint and not seperate Attorney with the said Francis Henry Drake to the said Mr Crawford as will Appear to this Honble Court by a Copy of an Attested Copy of the Power of Attorney Granted by the said Mr Crawford to the said Francis Henry Drake and Henry Severn Powney hereunto Annexed the Original whereof this Defendant is Ready to produce when Called upon he this Defendant deemed it encumbent on him for the sake of Avoiding every kind of Responsibility Respecting the Principal of the said Ballance to acquaint the said Francis Henry Drake as the joint Surviving Attorney to the said Mr Crawford with the Circumstances Relating thereto Accordingly this Defendant Saith that he did Address the said Francis Henry Drake by letter bearing date the 10th day of June Last past to the following Effect

Dear Sir

Just before Mr Powneys departure from Madras he Requested of me to pay the Balance of Mr Crawfords Account to an order he should Leave in favor of his Dubash and beged of me to transmit the Account Current to You and him as Attorneys

Attorneys to Mr. Crawford. Some business prevented my attending to this Matter until the Dubash reminded me and I was Actually going to pay him the Balance the very day on which I heard of Mr. Powneys Death. This event caused an hesitation and the Dubash has Addressed me the accompanying Letter which I believe to be a true Recital & it would be hard upon the Man to lose by his Confidence in Mr. Powney however as the Money was still in my hands I think it necessary to have Your Consent and approbation as Attorney to Mr. Crawford to pay the Balance of my Account to Mr. Powneys order as speedy Answer will Release the poor Man from a good Deal of anxiety

Madras
10th June 1785

I am Dear Sir
Your Very Obedient
humble Servant
John Turing

Per Reply to which this Defendant Received the following Address from the said Francis Henry Drake

Dear Sir

I am favored with Your Letter of the 10th Inst. enclosing one Addressed to Your self from Lyall Pilley and Mr. Crawfords Account Current

Upon Mr. Powneys Arrival at Fort St. George Madras however Mentioned to me the sums I find he had Received from You on Mr. Crawfords Acct. was acquainted on me with the Same having purchased the Copper and Drawn upon You and Your self from Dubash on this Transaction was Never for one instant Informed to me nor do I think I have Authority to give my concurrence to the payment of Mr. Powneys Draft. The Copper was Received in charge by Mr. J. Baker who informed me the will Give an Account of it to Mr. Powneys Executors I shall pay this Poor Mans Case which is certainly every Consideration

since

since Mr. Powneys Death & am very sorry to inform You on no Circumstance have come to light of this Gentleman having Transacted any Business without my Knowledge and will prove I am afraid Very detrimental to Mr. Crawford & and Mr. Grants Concerns

I have the honour to be
Dear Sir
Your Very Obedt. Servt.
F. H. Drake

Vizagapatam
29th June 1785

To John Turing Esqr
Madras

This Defendant further saith that the Likewise did Communicate to the said Complainant the Information he had Received of the death of the said Henry Seymour Powney and also his Resolution to make the said Francis Henry Drake Acquainted with the Circumstances Relating to the said Ballance before he paid the same and among Letters Relating to the said Ballance before he paid the same and among Letters Relating to the said Ballance before he paid the same and among Letters

to the Residue of the said Complainants said Bill of Complaint or
into so much thereof as this Defendant is advised is material for
him the to make answer unto to answer the and said That by the said
Complainants own showing this Defendant is not found by pay
the said Ballance as the said Complainant in and by his said Bill
hath charged for the said Complainant therein respectfully says that
he purchased and shipped the said Copper for Account of the said
Henry Lowndes Downey and by no means quotes that the same was
on Account of the said Mr. Crawford nor is Mr. Cas the said Mr.
Crawford any Interest or Concern whatsoever in as this
Defendant is informed by the said said dealings of Henry Drake and
Verily believes this Defendant therefore to this Honble
Court they no peculiar hardship if this Court Very Obt. said Mr. Crawford
should this Defendant be Comp humble Dest. Ballance to
the said Complainant at this John Lucas Copper was
Sold and the proceeds thereof Defendant Received by the said Henry
Lowndes Downey alone as as his Cy. the Letter of the said Francis
Henry Drake therein before recited and as the affairs of the said
Henry Lowndes Downey since this Account appear to be very much
involved that Interest and the small est probability of the said
Ballance or any part thereof ever hereafter being made good to the
said Mr. Crawford this Defendant further says that all this the
said Complainant has thinks and by his Bill of Complaint Styled
the said Order given by the said Henry Lowndes Downey to this
Defendant to be a Draft on him this Defendant thinks by Conclusive
from the general Wording and Tenor of the same and also particu-
lar Limits therein specified that it did not bear the Nature
and Quality of a Regular Draft or Bill of Exchange so much as
to Compel this Defendant and more especially under the
Circumstances

Circumstances attending it to pay the said Ballance to the said Comp-
lainant as this Defendant readily admits it was his Intention to
have done had not the Death of the said Henry Lowndes Downey intervened

All which Matters and things this Defendant is
Ready and willing to aver maintain and prove as this Honble Court
shall Direct and humbly prays to be hence dismissed with his
Costs and Charges in this behalf most Wrongfully sustained

Chas. Baker
Attorney for Defendant

Sworn to in Court
Sept. 6th 1785

James Taylor
Regr.

John Lucas

Know all Men by these Presents that I Henry Crawford have
Made Ordained Nominated Authorised Constituted and Appointed
and by these presents do make Constitute Ordain Nominate Authorise
and Appoint the Hon. Francis Henry Drake and Henry Lowndes Downey
of Exeter in Devonshire my true and lawful Attorney for me and
in my Name and for my proper use and behalf for me and
Levy sue for Recover and Receive by all Lawful ways and means
whatsoever of and from all and every person and persons whomso-
ever who shall or shall or may Concern all and every such Sum
and Sums of Money Debts Dues Goods Effects and Things what-
soever which now are and shall be and grow due owing payable
or belonging to me the said Henry Crawford by reason or by Order of
any Bill Bond Book or upon Account of Trading Dealing or
upon any Account Ways or means in any wise whatsoever and
if need be to call the Account and Reckoning and Compounding
Persons or persons Concerned in the premises and upon Receipt and
Recovery of all or any such Sum or Sums of money Debts Dues Goods
Effects

Effects, or other Things or any part Thereof sufficient acquittances and
Discharges for me and in my name from time to time to make and
Give giving and by these presents to grant unto my said Attorney
full Power and Authority and Authority and touching the premises to my private
Name to attach Seize Sequester, implead imprison Condemn and
prosecute and Thence and Thence against to acquit Discharge and
Out Agreements to release also for me to appear and any Person to
represent and Answ any Court or Courts or other places as Demandant
or Defendant in any Suit Action or appeal for or by Reason of the
Premises likewise one or more Attorneys under him to set
Substitute and Appoint and again at Pleasure to Revoke and
Generally to do Act and Perform all other Matters and Things
in and Towards the premises Requisite and Necessary as fully
as I myself might or could do with Power of Agreement and
I do hereby Ratify and Confirm all and Singular what whatsoever
my said Attorney or his Substitute shall Legally do or cause
To be done in and touching the premises In Witness
Whereof I have hereunto Set my hand Seal this Vizagapatam aforesaid
this 26th December 1784

Signed Sealed and Delivered
wherever Stamp duty is to be
had in the premises
(Signed) Charles O Hoker
James Russell

(Signed) H.y Crawford

A true Copy compared with the Original
at Vizagapatam 13th August 1785

Chas.d Russell
Chief

a true Copy
Chas.d Baker

(883)

Feb.y 6th 1785

The Replication of Lyal Dilley of Madras Dubash Complainant to the Answer of Robert Lang of Fort Saint George Esquire Defendant

This Replicant saving to himself all Manner Advantages of Exception to the Defendants said Answer for Replication thereunto saith that he shall and will ever hereafter Maintain and by his said Bill of Complaint already said Answer Plea to say Maintain and prove to be good certain and sufficient in the Law to be Answered Unto and that the same is not answered and thereby Set forth and Declared and that the Answer of the said Defendant is insufficient in the Law to be by this Replicant Replicant unto for diverse Manifest Imperfections and uncertainties therein contained the benefit of Exception whereunto being Now and at all Times Saved to this Replicant He for further Replication said saith that having Applied to the Defendant Previous to his paying the Money into the Treasury of the Honble Company and having Received his Answer to comply with the Order of the said Henry Lawrence Lawrence as soon as the Account of Henry Crawford had been settled and such Defendant the Defendant Acknowledges in his Answer this Replicant to the humble Claim that the Defendant is Bound thereby Notwithstanding those Circumstances which the Defendant in the Set forth in his Answer this Replicant further saith that the Defendant to Look to the Authority under which he gave the Promise or Undertaking to this Replicant it being Sufficient towards establishing this Replicants Right to a Decree against the Defendant that the Defendant gave the Promise as Acknowledged in his Answer

as

in performance of which Promise he Saith he was Actually going to pay this Repliant the said Ballance on the very day that he learned that the said Henry Severn Powney was dead this Repliant Saith that if the Defendant knew that the said Henry Severn Powney was only the joint and not the Seperate Attorney of the Said Henry Crawford it was the Business of the said Defendant to have Stated the fact to this Repliant at the time this Repliant presented the Draft and to have Objected on that Ground to any Undertaking by Writing or Verbally to pay the said draft and in such Case this Repliant would not have advanced this Money for Account of the said Henry Severn Powney — This Repliant further Saith that whether the Copper was Shipped for Account of the said Henry Crawford or any other Person in no Wise Concerneth this Repliant, or whether the said Henry Crawford or any other Person be likely to Suffer in Consequence of the said draft being Paid — it being Sufficient as this Repliant humbly Conceives that he Acted in the Premises entirely under the Confidence he had in the Defendants Assurance to pay to this Repliant the Balance of the said Henry Crawfords Account which Balance together with the other Funds paid into the hands of this Repliant by the Defendt this Repliant knew to be Sufficient to indemnify him for the Money he should pay for the purchased of the Copper and for the General Balance due this Repliant for Sundries for Account of the Said Henry Severn Powney for this Repliant Saith that the said Defendant Acknowledged the said Balance in his hands belonging to the said Henry Crawford to be about One thousand and five hundred Pagodas the lesson of which Sum is more than the Balance which is now owing to this Repliant as appears by the Account Current Annexed to his Bill of Complaint and he saith that he never thought of buying the said Copper till he had the

Previous

Previous Assurance from the said Defendant as above Stated and on which this Repliant placed his full Reliance without having any Reference to the Nature of any mutual Accounts or dealings before Subsisting with the Defendant and the said Henry Crawford or his Said Attorney or Attornies such Matters being for their Consideration Among themselves, the Sole object this Repliant being the promise of the Defendant to pay this Repliant the Balance in his hands belonging to the said Henry Crawford and which Promise he humbly hopes the Defendant will be decreed to perform by the Judgment of this Honble Court to the Amount of the Sum of One Thousand Three hundred and Sixty five Star Pagodas Sixteen fanams and Sixty One Cash being the Balance due to this Repliant and also all interest thereon and Costs of this Suit —

All which Matters and things this Repliant is ready and Willing to Aver maintain and prove as this Honble Court shall direct and therefore Prays as in and by his Bill of Complaint he hath Already Prayed —

J. Popham
Attorney for Repl.

Filed 25th Octr 1785 —

The Rejoinder of John Turing of Fort Saint George Esquire Defendant to the Replication of Iyah Pilla of Madras Dubash Complainant —

The said Defendant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception that may hereafter be had or taken to the Many Errors uncertainties untruths and Insufficiencies in

in the Complainants said Replication Contained for Rejoinder thereunto or unto so much thereof as the Said Defendant is Advised to be Material or Necessary for him to Rejoin unto He the Said Defendant doth Rejoin and Say that his Plea and Answer to the Complainants Bill of Complaint and all and Singular the Matters and things contained are good true Certain and Sufficient in Law to be Pleaded unto in such manner and form as the same are therein and thereby set forth and Alledged And for further Rejoinder this Defendant Saith that as to the said Complainant Not having paid his Money into the Treasury of the Honble Company till after he had Received this Defendants Assurance of complying therewith by the Order of the said Henry Laverne Powney as to pass the Account of the said Henry Crawford should be Settled this Defendant doth not conceive that he is thereby thereby further bound in any Manner as the said Complainant pretends to Insist for this Defendant Saith that he did not give the Assurance to the said Complainant on Account and Behalf of the Property of the said Henry Laverne Powney neither was the Defendant privy to or acquainted with the Transactions between the said Complainant and the said Henry Laverne Powney that the said Complainant or Alludes to neither did this Defendant any Request concerning them but this Defendant Saith that he made the Assurance to the said Complainant as and belonging to the said Henry Laverne Powney whom he Knew to be one of the Attornies of the said Henry Crawford and therefore he made no difficulty in telling the Complainant that he would pay him the Balance Supposing that the said Henry Laverne Powney might have left Instructions with the Complainant how to employ it to the best Advantage but that upon hearing of the said Henry Laverne Powneys Death this Defendant knowing the said Francis Henry Drake to be the other Attorney of the said Henry Crawford and not Considering the Letter he received from the said Henry Laverne

Powney in the light of a Draft or Bill of Exchange neither is the same by any means Agreeable to the Usual Tenor and Forms of Such as this Defendant Did not look upon himself as warranted to pay the said Balance to the Said Complainant the more especially as the said Complainant was No Longer in the Capacity which Induced this Defendant to make him the Assurance he was entirely to Withdraw his Due Authority from the said Henry Laverne Powney and of course rendered incapable of giving the Confirmation particularly mentioned by the said Henry Laverne Powney in his Letter or Bill to this Defendant wherein he says he Meaning the Complainant will Give You his receipt for the same This Defendant further Saith that from the said Henry Laverne Powneys using that Expression it is evident that he did not mean or intend the said Request contained in his Letter should Operate as a Regular Draft or Bill of Exchange which it would have been if itself a sufficient Requittal to this Defendant this Defendant further Saith that all the Assistance he ever received from the said Complainant whether the Said Cheque was shipped on Account of the said Henry Laverne Powney or the said Henry Crawford All he humbly hopes and Appears that the said Henry Crawford had no concern whatever therein that the Hardship and Loss it would be to the said Henry Crawford were this Defendant obliged to pay the said Balance or any Part thereof to the said Complainant will Bear consideration with this Honble Court added to the other particular Circumstances of the Case already stated by this Defendant

All which Matters and things this Defendant is Ready and willing to Aver maintain and prove as this Honble Court shall be pleased to direct and humbly prays as in and by his said Plea and Answer he hath Already prayed

Rob.t Baker
Attorney for Defendant

Mayor's Court at Madraspatnam } { Friday the 11th Day of November Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call — Edward John Hollond
Edward Garrow — William Webb
John Menzies — Robert Ewing
George Savage — Vincentio Corbett
and Josias du Pre Porcher — Aldermen

Between Iyah Pillay of Madras Dubash Complainant and John Turing of Fort Saint George Esquire Defendant

Filed 25th Octr 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Raganah of Madras Dubash that Thomas Leche Captain in the Honble Company Service of Fort Saint George stands Justly and truely Indebted unto Your Orator in the full and just Sum of One hundred and Thirty One Star Pagodas Seventeen fanams and fifty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of fifty two Pounds Eleven Shillings and two Pence or thereabouts as does more Particularly and at large appear by the Copy of 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 whereas Your Orator hath frequently and in an Amicable Manner requested Payment of the said Sum of One hundred and thirty One Star Pagodas Seventeen fanams and fifty Cash from the said Thomas Leche

But now so it is May it please this Honble Court the said Thomas Leche obstinately and wilfully refuse to pay the same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Thomas Leche May upon his corporal Oath full true direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly interrogated

Interrogated and that he may be decreed to pay unto Your Orator the aforesaid Sum of One hundred and thirty One Star Pagodas Seventeen fanams and fifty Cash with all such Interest as now is or hereafter may become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Thomas Leche to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court perfixed and appointed ther and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Fort St George 25th day of Octr 1785

This Bill was shew to me in the days of Adjournment let a Summons issue Returnable Next Court day

Philip Stowey
Mayor

P. Spencer
Attorney for Complainant

Dr Captain Thomas in Acc^t Curr^t with Raganah Dubash C^r

1785 Aug^t	1st	To Account Settled as per Particular between You and me and balanced to me this day	121	31	"	1785 Sept^r	20th	By Balance due to me	131	17	50
Sept^r	20th	To Amount of the Acc^t between You and me from 1st Augt to this day and balanced to me	9	31	50						
		Pagodas	131	17	50			Pagodas	131	17	50

Fort St George 20th September 1785

E^r E^r

(Signed) [illegible]

A true Copy
P. Spencer
Att^y for the Compl^t

Filed 7th Novr 1785

In the Honble the Mayor's Court at Madraspatnam

Between Raganah of Madras Dubash Complainant and Thomas Leche Captain in the Honble Company's Service of Fort St George Defendant

The Affidavit of Raganah the above Named Complainant

This Deponent maketh Oath and Saith that the above Named Defendant Thomas Leche stands justly and truely indebted unto this Deponent in the full and just Sum of One Hundred and Thirty One Star Pagodas Seventeen fanams and fifty Cash, Current Money of Madras as does more particularly Appear by the Copy of an Account Current Annexed to the Bill of Complaint

(Signed)
Raganah

A true Translation as near as Can be from the Malabar Language
Soobaroyam
Interp^r

P. Spancer
Attorney for the Compl^t

Mayor's Court at Madraspatnam } Tuesday the 13th Dad of December Anno Domini 1785

Present

Mr. James Call Senior Alderman
Edward John Hollond and Josias du Pre Porcher
Aldermen

Between Raganah of Madras Dubash Complainant and Thomas Leche Captain in the Honble Companys Service of Fort Saint George Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 One Star Pagodas Seventeen fanams and fifty Cash Pags 130.17.15 of together with such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Pr Cur

Filed 25th June 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Edmonds by Robert Clark his Attorney of Madras Gentleman that Richard Guy of the Same place Gentleman Stand justly and truely indebted unto Your Orator in the full and just Sum of Five hundred and Sixty One Madras Pagodas Making in Current Money of Madras at the Rate of One hundred and ten per Cent per One hundred Madras Pagodas the Sum of Six hundred and Sixteen Pagodas and in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of two hundred and forty Six Pounds and Eight Shillings for that Whereas George Westcott on the thirty first day of March which was in the Year of Our Lord One Thousand Seven hundred and Eight five did draw a certain Bill of Exchange on the said Richard Guy or order for the Sum of Five hundred and Sixty One Madras Pagodas One Month after Sight which said Bill afterwards to wit on the twenty Eight day of April following the said Richard Guy did Accept for Payment According to the Usage and Custom of Merchant

But now so it is May it please this Honble Court that the said Richard Guy has since Refused to pay and discharge the same altho after Requested by Your Orator so to do Wherefore Your Orator as Holder of the aforesaid Bill of Exchange hath been Obliged to have the same Protested in due form of Law as appears by a Copy of the said Protest and also of the said Bill of Exchange hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as Part and Parcel

of this Your Orators Bill of Complaint the Original of such Protest and Bill of Exchange are in Your Orators Possession and Ready to be Produced when Required

May it Please this Honble Court to cause the Said Richard Guy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas. Baker
Compl^t. Attorney

This 25th June 1785
This Bill was shewn to me in the days Adjournment let a Summons issue and Returnable Next Court day

Edwd. John Hollond
Senr. Ald^n. present

On the Fourteenth day of June in the Year of Our Lord One Thousand Seven hundred and Eighty five I Charles Baker Notary Public dwelling Residing and Practising at Fort Saint George in the East Indies by Lawfull Authority duly Admitted and Sworn did at the Request of Robert Clerk Attorney to Edward Edmonds the Holder of the Original Bill of Exchange a true Copy whereof is above written Tender the said Bill of Exchange to Mr. Richard Guy of Fort Saint George aforesaid upon whom the same is drawn for Payment thereof the time Limitted for Payment being elapsed since the same was Accepted and no other Bill of the same tenor and date with the said first Bill being Yet Accepted or Paid when I Received for Account from the said Richard Guy that he would send an Account to morrow which not

being Satisfacting I the said Notary at the Request aforesaid Have Protested and by this presents Do Protest Against the Drawer and Acceptor of the Said Bill and all other concerned for Exchange Reexchange and all Costs Damages Interest and Charges Already incurred and to be hereafter incurred for want of Payment of the Contents of the said Bill Thus done and Protested at Fort Saint George aforesaid in the Presence of Edward Boisdonne and Changlaroy

Ed: Boisdanne
Chenglaroy

L.S. (Signed)
Chas. Baker
Not. Public

A true Copy
Chas. Baker

To Richard Guy Esqr.

Ellore 31st March 1785
Exchange 561 Madras Pagodas

Sir

At a Month Sight of this My first of Exchange my Second of the same Tenor and date being unpaid Pay or Cause to be paid unto Captain Edward Edmonds or to his Order the Sum of 561 M.P. five hundred and Sixty One Madras Pagodas being for the Value Received here and place the same to my Account

I am Sir
Your Most Obedient humble Servant
George Westcotte

25th April 1785
Accepted
R. Guy

A true Copy
Chas. Baker

Mayor's Court at Madraspatnam } { Tuesday the 22 Day of December Anno Domini 1785

Present

Mr. James Call Senior Alderman

Edward Garrow and Robert Ewing Aldermen

Between Edward Edmonds by his Attorney Robert Clerk of Madras Gentleman Complainant and Richard Guy of the same place Gentleman Defendant

The Defendant being in Court by his Attorney Mr. Edward Ellis and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five hundred and Sixty One Madras Pagodas (Madras Pagodas 561 " " of together with such Interest as Now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Cur

Filed 31st Octr. 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vencataram Chetty of Madras Inhabitant that Thomas Weston of Madras aforesaid Inhabitant Stands Justly and truely indebted unto Your Orator in the full and Just Sum of One Hundred and Sixty five Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Sixty Six Pounds or thereabouts as will Morefully and at large Appear by the Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequetly and in an Amicable manner Requested Payment of the said Sum of One hundred and Sixty five Pagodas from the said Thomas Weston

But now so it is May it Pleas this Honble Court Court that the said Thomas Weston obstinately and wilfully Refuse to Pay the same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore Prays a general Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Thomas Weston may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the Same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and Sixty five Pagodas with all such Interest as now is

or

or shall hereafter may become due thereon and thereon and also all Costs of this Suit

May it Please this Honble Court to Cause the said Thomas Weston to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court Shall Seem Meet

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

Madras 31st Octr 1785

Peter Walker
Attorney for the Complainant

Philip Storvey

D^r Mr Thomas Weston in Acc^t Curr^t with Vencataram Chitty C^r

1785 Oct^r	25th	To Amount of Your Promissary Note of hand this day	165	"	"	1785 Oct^r	25th	By Ballance due	165	"	"
		Pagodas	165	"	"			Pagodas	165	"	"

Fort St George 25th Octr 1785

Errors Excepted ⅌ Vencataram Chitty

A true Copy

Peter Walker
Att^y for Compl^t

Filed 22^d Novr 1785

In the Honble the Mayor's Court at Madraspatnam

Between Vencataram Chitty of Madras Inhabitant Complainant

and

Thomas Veston of the same place Inhabitant Defendant

The Affidavit of Vencataram Chitty the above Named Complainant

This Defendant Maketh Oath and Saith that the above Named Defendant Thomas Weston Stands Justly and truely indebted unto this Deponent in the full and just Sum of One hundred and Sixty five Pagodas Current Money of Madras by an Account Current Copy whereof Annexed to this Deponents Bill of Complaint and filed in this Honble Court may appear

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

(Signed)
Vencataram Chitty

Soobaroyam
Interp^r

Mayor's Court at Madraspatanam } Tuesday the 20th Day of December Anno Domini 1785

Present

Mr. James Call Senior Alderman

Edward Garrow and Robert Ewing

Aldermen

Between Venkatasam Chitty of Madras Inhabitant Complainant

and Thomas Westland of Madras aforesaid Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly by Order and Decree that the Defendant shall pay unto the Complainant the Sum and Just Sum of One Hundred and Sixty five Star Pagodas of Star Pagodas 165 — with the Lawful Interest accruing or shall hereafter became Due thereon until full Payment is made also all Costs of this Suit

J. Call

Filed 13th Dec 1785

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator Parsopulatty Chinna Thetuana Maick of Madras Dubash that Nagay Canyaroogannum also of Aforesaid place Inhabitant stands justly and truely indebted unto Your Orator in the full and just Sum of Five Hundred and Eighty Eight Star Pagodas and Fifteen 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 hundred and Thirty five Pounds and Six Shillings or thereabout as does more Particularly and at Large Appear by the Copies of the Translations of a Mortgage Bond or Obligation and an Account Current thereunto Annexed for the Perusal of this Honble Court and which Your Orator Prays may be Admitted as part of this his Bill of Complaint and whereas Your Orator hath frequently and Amicable manner Requested payment of the said Sum of Five Hundred and Eighty Eight Star Pagodas and Fifteen Fanams from the said Nagay Canyaroogannum

But now so it is may it please this Honble Court the said Nagay Canyaroogannum Obstinately and Unwillingly refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Relief

And that the said Nagay Canyaroogannum may appear before this Honble Court to shew Cause if any he can why Equity and Good Conscience should not decree the Premises to Your Orator and that he may be Compelled to pay the Same with Interest and Costs of Suit and for such further Relief in the Premises as to this Honble Court shall seem meet and your Orator as in Duty bound shall ever pray

Make

Make to all and singular the Matters and things herein before
Set forth and Alleged as fully Truely and Effectually to all Intents and
Purposes as if the same were here again Recited and particularly Interrogated
and that they may be Decreed to pay unto Your Orator the aforesaid Sum
of Five hundred and Eighty Eight Star Pagodas and Fifteen Fanams
With all such Interest as now is or hereafter May became due thereon
and Also all Costs of this Suit

May it Please this Honble Court to Cause
the said Nagay Cayarroganum to be Summoned and Required by the
Sheriff of Fort Saint George Town & Madras Patnam 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 thereon as to
this Honble Court shall seem Meet

P. Spencer
Atty Complainant

Translation

of a Mortgage Bond or Obligation Dated the 13th of
Aanney Month in the Year called Crodey or 23d June 1784

I Nagay Cayarroganum of Madras do give this Mortgage
Bond to Lawrey Tatey Chinna Kishnama Naick of the same place
That is to say

Owing Urgent Occasion have Mortgaged to You
the Pt Use of Sale of my House which I bought from Cheekidy Chuca
Tachellumba Dancing Women of Vagambara Sooravaru Pagoda together
With Eight Clay Line Range and a Bundle of Cocoa Leaf Rubbish Valued
Two hundred Pagodas Which are under my Seal and Borrowed and

and Received of You the Sum of Five hundred Star Pagodas Current
Money of Madras which Sum I promise to pay You and or before the 30th
of Aanney or 9th July 1785 with such Interest as may became due thereon
at the Rate of Twelve p Cent p Annum in default of the said payment
You are thereby Authorized to Sue in the Mayors Court and Pay Yourself
by Selling off the Mortgaged Premises Thus I do give this Mortgage
Bond by my Consent Witness Cooly Aurroonaga Moodeliar and
Nagoor Royal Banga Moodeliar by their Knowledged Drawn and
Signed by the said Nagay Cayay Caya Raganum

Witnesses Signed
Thyel Vaugam

[Signed] Nagay Cayarroganum

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

Signed Soobarayan
Interpr

A True Copy
P. Spencer
Atty Compt

Dr Nagay Cayarroganum in Account Current with the Honble Company Cr

1784 June	23	To Amount of Your Mortgage Bond of this Date	S. Pagodas	500	-	-		
1785 Dec.	13	To Interest Do to this day 1 Year 5 Months and 20 days at 12 p Cent p Annum		88	15	-		
			S. Pagodas	588	15	-		
1785 Dec.	13	By Balance due to me	S. Pagodas	588	15	-		

Fort Saint George this 13th day of Dec. 1785

Errors Excepted Signed Nagay Cayarroganum

A True Copy P. Spencer Atty Compt

Mayor's Court at Madraspatnam } { Tuesday the 20th Day of December Anno Domini 1785

Present

Mr James Call Senior Alderman

Edward Garrow and Robert Ewing

Aldermen

Between Pasoopelaty Chinna Kistnama Naick of Madras Dubash Complainant and Cauya-rooganum also of the same place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and eighty eight Star Pagodas and fifteen Fanams of Star Pagodas 588.15 of together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 5th Octr 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator William Blacker Esquire Captain in the Honble Companys Service at Fort Saint George that Ball Kistnah Naick of Madras Inhabitant stands indebted unto Your Orator in the full and just Sum of four Thousand One hundred and Sixty Star Pagodas Twenty five fanams and five Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Thousand Six hundred and Sixty four Pounds and five Shillings or thereabouts as will more fully and at large Appear by a Bond and an Account Current with an Affidavit at the foot thereof Copies whereof are 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 Orators Possession 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 four Thousand One hundred and Sixty Pagodas Twenty five fanams and five Cash

But now so it is and may it Please this Honble Court the said Ball Kistna Naick Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises 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 Ball Kistnah Naick may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the

the Matters and things herein before Set forth and Alledged, as fully truly and effectually to all intents and purposes as if the same were here Again Respected and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of four Thousand One hundred and Sixty Pagodas Twenty five fanams and five Cash With all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to cause the said Ballkistna Naick to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and Abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

5th Octr 1785

This Bill was shewn to me between the days of Adjournment Let a Summons Issue Returnable Next Court day

Philip Stowey
Mayor

L. Popham
Att^y for Complainant

Know all Men by these Presents that I Ballkistnah Naick at Present of Madras am held and firmly bound unto William Blacker Captain in the Honble Company Service in the Penal Sum of Twenty Six Thousand Arcott Rupees to the payment whereof well and truely to be made to the said William Blacker his heirs executors Administrators or Assigns I do hereby bind myself my heirs executors and Administrators firmly by these Presents In Witness whereof I have

hereunto Set my Hand and Seal in Madras this Thirty first day of December in the Year One Thousand Seven hundred and Seventy Nine

Whereas the above bound Ballkistnah hath borrowed and Received of the above Named William Blacker the full and just Sum of Thirteen Thousand Arcott Rupees to Run at interest at the Rate of Twelve (12) per Cent per Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound Ballkistnah His heirs executors Administrators or Assigns shall well and truely pay or Cause to be paid unto William Blacker His heirs executors Administrators or Assigns the full and just Sum of Thirteen Thousand Arcott Rupees 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
Whereno Stamp't paper is to be had
in the Presence of

Ball Kistna (L.S.)

Mootiah Writer

1780 16th March Paid in part 1000 Pag^s
equal to 3750 Rupees

A true Copy
L. Popham

(908)

Dr Ball Kistna Naick in Account Current with Captain William Blacker Cr

1779 Decr 31st	To Cash lent him on Bond this day AKr 13000 to the Exchange of 375 pr % Pr			1780 March 16th	By Cash Received this day AKr 3750		1000	"	"
1785 Augt 20th	To Interest on Do from 31st Decr 1779 to this day 5 " 7 " 20 " C 12 pr Cent pr Annum	3466	30 "	1785 Augt 20th	By Interest on Do from 16th March 1780 to this day 5 " 5 " 5 " C 12 pr Cent pr Annum		651	24	"
							1651	24	"
		2345	19 5		By Ballance		4160	25	5
	Pagodas	5812	7 5		Pagodas		5812	7	5

Fort St George 20th Augt Errors Excepted

William Blacker

The above Named William Blacker Maketh Oath and saith that the above named Ball Kistna Naick is justly and truly indebted to this Deponent in the above sum of four Thousand One hundred and Sixty Star Pagodas Twenty five Fanams and five Cash as this Balance of the above Account and this Deponent further Maketh Oath that the said Ball Kistna Naick hath been within the Jurisdiction of this Court Since the Cause of Action Arose

Sworn in Madras this 22 day of August 1785

Before me Ja Call Senr Alderman

William Blacker

A true Copy

J. Popham

(909)

Filed 18th Octr 1785

In the Honble the Mayor's Court at Madraspatnam

William Blacker Complainant

vers

Ball Kistnah Naick Defendant

John Tullock Attorney for William Blacker the above Named Complainant Maketh Oath and Saith that he Verily believes Ball Kistnah Naick the above Named Defendant is justly and truely indebted unto the above Named Complainant in the Sum of Four Thousand One hundred and Sixty Star Pagodas Twenty five Fanams and five Cash in Manner as stated in the Account Current Annexed to a Bill of Complaint filed in this Honble Court on the Fifth day of this Instant October together in the Lawful Interest thereon from the date of the said Account

Sworn in Court this 18th day of Octr 1785

James Taylor Regr

J. Tullock

J. Popham

Attorney for Complt

Dr. Filed 18th Oct. 1785 — Ball Kistnah Naick in Account Current with Capt. William Blacker — Cr. ₰

1779 Decr. 31st	To Cash Sent them on Bond this day Ak.									1780 March 16th	By Cash Received this day Ak. 3750 " 1000 " "
	13000 at the Exchange of 375 ₰ Pag.									1785 Augt. 20th	By Interest on Do. from 6th March 1780 To this day 3 Yrs. 5 Mo. 5 Dys. @ 12 ₰ Cent ₰ Annum 6561 24 "
	To Interest on Do. from 31st Decr. 1779 to this day 5 Yrs. 7 Mo. 20 Dys. @ 12 ₰ Cent ₰ Annum										1660 25 5
											By Balance 5812 7 5
											Pagodas 5812 7 5
											Errors Excepted ₰ William Blacker
											The above named William Blacker maketh Oath and saith that the above Account is just truly and truly indebted to this Department in the above Sum of Four Thousand One hundred and Sixty Star Pagodas Twenty five fanams and five Cash as the Balance of the above Account and this Department further maketh Oath that Ball Kistnah Naick hath been within the Jurisdiction of this Court time the Cause of Action arose
											William Blacker
											Sworn in Madras this 22 day August 1785 Before me Jas. Call Senr. Alderman

Mayor's Court at Madraspatnam } Tuesday the 20th Day of December Anno Domini 1785

Present

Mr. James Call Senior Alderman

Edward Garrow and Robert Ewing

Aldermen

Between William Blacker Esquire Captain in the Honble Companys Service at Fort Saint George Complainant and Ball Kistnah Naick of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Four Thousand One hundred and Sixty Star Pagodas Twenty five fanams and five Cash / Star Pagodas 4160 25 5 / together with Such Interest as now is or shall hereafater become due thereon untill full Payment is made also all Cost of this Suit

₰ Cur

Filed 17th November 1784

To the Honble Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Moottiah Moodaly Late of Cuddalore but at Present of Madras Inhabitant that Teroovengadam of the Same Place Inhabitant stands Indebted unto Your Orator in the full and just Sum of three Hundred and Sixty One Pagodas Thirteen fanams and Fifteen Cash Current Money of Madras Making in Sterling Money of Great Bretain at the Rate of Eight Shillings for Every Pagoda the Sum of One Hundred and Fifty four Pounds Ten Shillings and five Pence as does more Particularly and at Large Appear by an Account Current and Copy of the Translation of a Bond or Obligation given and Granted unto Your Orator by the said Teroovengadam on the Fifteenth day of September in the Year of Our Lord One Thousand Seven Hundred and Eighty Two for the Sum of Two Hundred and Eighty Seven Pagodas Payable on or before the Month of April One Thousand Seven Hundred and Eighty three together with Interest at the Rate of Twelve per Cent per Annum hereunto Annexed for the Inspection of this Honble Court both which Your Orator Prays may be Admitted as part of this his Bill of Complaint. And Your Orator Sheweth that it is further Consented to and Agreed by the said Teroovengadam that in case the said Sum of Money Should Not be Discharged According to the Term therein Specified for the payment thereof that Your Orator shall in such Default be at Liberty to Sue for the same in this Honble Court by which said Agreement and Consent of the said Teroovengadam Your Orator is at full Liberty to Commence an Action

Action and Sew for the payment of his aforesaid Debt in this Honble Court According to the Meaning Spirit and Construction of his late Majesty Charter now in force Respecting the Prosecution of Suits between the Natives of Madras in the Honble the Mayor's Court and whereas Your Orator hath frequently and in an Amicable manner Requested payment of the said Sum of three Hundred and Sixty One Pagodas thirteen fanams and Fifteen Cash from the said Teroovengadam

But now so it is May it Please this Honble Court the said Teroovengadam Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief Such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End, therefore that the said Teroovengadam may upon his Corporal Oath full True direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same where here again Repeated and Particularly Interrogated and that he may be Decree to pay unto Your Orator the aforesaid Sum of three Hundred and Sixty One Pagodas thirteen fanams and Fifteen Cash with all such Interest as now is or shall hereafter may become due thereon also all Costs of this Suit

May it Please this Honble Court to Causes the said Teroovengadam to be Summoned and Required by the Shereff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand

To

To and Abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

Hy Dii Piiy
Attorney Complainant

17th November 1784

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

John Menzies
Mayor

Dr Teroovengadam in Account Current with Moottiah Moodaly Cr

1782 September	15th	To the Amount Principal of Your Bond to me of this Date	287	"	"	By Ballance Due	361	13	15
1784 November	12th	To Interest on Do from the 15th Septr 1782 to this Day is 2^y 1^m 27 @ 12 ℘ Cent ℘ Annum	74	13	15				
		Pagodas	361	13	15	Pagodas	361	13	15

Madras 12th November 1784

E. E. &c.

Translation of a Bond or Obligation Dated the 15th of September 1782

I Teroovengadam Son of Daumodara Moodaly of Madras do give this Bond to Happer Moottiah Moodaly of Cuddalore That is to Say

On my Urgent Occasion I have Barrowed and Received of You the Sum of (287) Two hundred and Eighty Seven Star Pagodas Current Money of Madras which Sum I promise to pay You on or before

Before the Chittery or April 1783 with such Interest as may become due thereon at the Rate of 12 ℘ Cent ℘ Annum in default of the said Payment then You are empowred to Sue in the Mayor's Court and Received the said Sum, thus I do give this Bond to Moottiah Moodaly by my Consent Witnesses Veneatachela Reddyar and Namasevaya Moodaly by their Knowledge Drawn and Signed by the said Teroovengadam

Witnesses Signed
Veneatachelum
Namasevayen

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

Soobaroyam
Interpr.

True Copy
Hy. Du Puy
Attorney Complainant

Mayor's Court at Madraspatnam } Tuesday the 1st Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor
James Call and George Savage
Aldermen

Between Moottiah Moodaly Late of Cuddalore but at Present of Madras Inhabitant Complainant and Teroovengadam of the same Place

Inhabitant

Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 three Hundred and Sixty One Pagodas thirteen fanams and Fifteen Cash (Pagodas 361. 13. 15) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

℘ Cur

Filed 26th June 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewethunto this Honble Court Your Orator Sir George Pococke Knight of the Bath Resident in Charles Street Berkely Square in the County of Meddlesex in the Kingdom of Great Britain by his Attornies the Right Honble Lord George Macartney Knight of the Bath President and Governor of Fort Saint George &c. and Alexander Davidson of Fort Saint George Esquire that Nathaniel Barlow Esquire in the Civil Service of the United Company of Merchants of England Trading to the East Indies as late Administrator of all and Singular the Estate and Effect Goods and

and Chattels Rights and Credits of Dawsonne Drake formerly of Fort Saint Georg Esquire but now deceased stands well and truely Indebted unto Your Orator in the full and Just Sum of Nineteen Thousand three hundred and fifty Pagodas Thirty five fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings per every Pagoda the Sum of Seven Thousand Seven hundred and forty Pounds Seven Shillings and for so much Money due unto Your Orator upon the Ballance of an Account Current arising upon Certain Sums of Money Lent and Advanced by Your Orator to Accomodate and Serve the Said Dawsonne Drake in his Life Time at his Especial Instance and Request from time to time Reputed and Since his Decease for the Benefit of the Estate Your Orator by his said Attornies further Sheweth That the said Dawsonne Drake Departed this Life at Madras on or about the Eighth Day of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty One leaving his last Will and Testament and existing bearing Date the Third Day of August which was in the Year of Our Lord One Thousand Seven hundred and Sixty Two having therein Nominated Constituted and Appointed John Lybus and John Call Esquires his Executors which said Nominated Executors being at the time the said Dawsonne Drake Departed this Life in England but the said Nathaniel Barlow a Nephew and Next of Kin to the Deceased in India did Apply unto and Obtained Letters of Administration with the Will Annexed from the Kings Ordinary and under the Seal of this Honble Court which said Letters of Administration Your Orator by his said Attornies Sheweth became absolute upon Information being Received from

from England that the said John Lybus and John Call the aforesaid Nominated Executors to the Deceased did on or about the Third Day of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty two Renounce and absolutely disclaim and Surrender up all Right Title and Interest in and to the Probate and Execution of the said Last Will and Testament of the said Deceased Dawsonne Drake Esquire Your Orator by his said Attornies further Sheweth unto this Honble Court that since the Decease of the said Dawsonne Drake he hath frequently Applied unto the said Nathaniel Barlow as the Sole Administrator and to his Legal Representatives to Settle and Adjust the Account Depending between Your Orator and the said Deceased in his Life Time and for Several Sums of Money by Your Orator paid and Advanced Since the Decease of the said Dawsonne Drake which Your Orator by his said Attornies Sheweth was after Such trouble Effected and upon a full Scrutiny and Investigation of the Several Charges debits and Credits in the Account stated Whereby and Ballance due and Owing unto Your Orator from the said Estate is Nineteen Thousand three hundred and fifty Pagodas and Thirty five fanams Current Money of Madras or Seven Thousand Seven hundred and forty Pound Seven Shillings Lawful Money of Great Britain which said Declared Ballance of Nineteen Thousand three hundred and fifty Pagodas and Thirty five fanams Current Money of Madras or Seven Thousand Seven hundred and forty Pound Seven Shillings Lawful Money of Great Britain as aforesaid to due and Owing unto Your Orator Your Orator by his said Attornies Sheweth That the said Nathaniel Barlow as Sole Administrator to the Estate and Effects of the said Dawsonne Drake Deceased hath in his own Proper Person and by his Attornies

or

or Legal Representatives John Menzies and Peter Walker of Fort Saint George Esquires often Promised and faithfully undertook and Engaged to Pay unto Your Orator or to his Attornies which Promises and Assurances He the said Nathaniel V Barlow hath not Complied With or made good but wholly Neglected the same nor hath his Attornies or any Person or Persons for him or on Account of the said Estate paid or Satisfied Your Orator in whole or in part as in all Right and Conscience they Ought to have Done Especially as they well Knew and were Sufficiently informed that Your Orator his Demands Are Founded upon and for Money Advanced and Lent to the said Dawsonne Drake in his Life time and for the Benefit and Service of the Estate since his Decease And Service of the Estate since his Decease And Your Orator by his said Attornies further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Payment of Nineteen Thousand three hundred and fifty Pagodas and thirty five Fanams Current Money of Madras or Seven Thousand Seven hundred and forty Pounds Seven Shillings Sterling Money of Great Britain from the said Nathaniel V Barlow as the Sole Administrator and from the said John Menzies and Peter Walker his Attornies and Legal Representatives Regarding the Affairs of the said Estate of the Deceased Dawsonne Drake Esquire

But now so it is and may it Please this Honble Court the said Nathaniel V Barlow and his Attornies John Menzies and Peter Walker Either and all of them Obstinately and wilfully Refuse to pay the same or give Your Orator any Manner of Satisfaction Touching or Regarding the Premises

Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Nathaniel V Barlow by his said Attornies John Menzies and Peter Walker may upon his or their Respective Corporal Oaths full True direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all intents and Purposes as if the same were Here Again Repeated and Particularly interrogated and that he or they may be Decreed to pay out of the said Estate of Dawsonne Drake Esquire Deceased and now in their hands Custody or Possession unto Your Orator the aforesaid Sum of Nineteen Thousand three hundred and fifty Pagodas and thirty five Fanams Current Money of Madras or Seven Thousand Seven hundred and forty Pounds and Seven Shillings Sterling Money of Great Britain with all Interest that now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Nathaniel V Barlow by his said Attornies John Menzies and Peter Walker to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras aforesaid and the District thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

This Bill was Sworn to the Seventh Day of November 1777 before me

Edward Ellis
Att^y for the Complainant

Returnable the Next Court Day Issue

Edwd John Holland Alder^n
Mayor being a Party & the Senr Alder^n Absent

Filed 23 November 1784

The Answer of Nathaniel Barlow Esquire (by his Attornies John Menzies of Fort Saint George Esquire and Peter Walker of the same Place Attorney at Law) Sole Administrator to all and Singular the Estate and Effects Rights and Credits of Dawsonne Drake formerly of Fort Saint George Esquire Deceased Defendant to the Bill of Complaint of Sir George Pococke Knight of the Bath Resident in Charles Street Berkely Square in the County of Middlesex in the Kingdom of Great Britain by his Attornies the Right Honble George Lord Macartney Knight of the Bath &c. &c. President and Governor of Fort Saint George and Alexander Davidson of the same Place Esquire Complainant

The said Defendant by his Attornies John Menzies of Fort Saint George Esquire and Peter Walker of the same Place Attorney at Law as Sole Administrators of Dawsonne Drake formerly of Fort Saint George Esquire Deceased 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 incertainties insufficiencies and Manifest Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially concern him to make Answer unto he this Defendant as Administrator as aforesaid by his said Attornies Answereth and saith that having obtained Letters of Administration with the Will of the Deceased Dawsonne Drake Annexed from the Kings Ordinary and under the Seal

Seal of this Honble Court to his Estate and Effects He this Defendant hath Accordingly Entered upon the Trust and taken upon himself the burthen and Execution thereof that Since he hath so Entered upon such Trust he hath to the utmost of his Power in his own Proper Person and also by his Attornies Exerted his best Endeavours to Collect in and Recover the many Debts due and Owing to the said Estate but from the Extreme Scarcity of Cash the Calamities of War and other distressing Circumstances he this Defendant as Administrator as aforesaid hath not been able to Effect such his intentions or wen to Collect in Sufficient Sums of Money to Pay off and Satisfie the Several Judgement Specially or Bond Creditors who have Claims to a large Amount upon the Estate of the said Dawsonne Drake Esquire Deceased consequently he this Defendant as Administrator as aforesaid hath not Yet been able to Adjust Pay off and discharge the Demand of the now Complainant Against the said Estate for want of Sufficient assets belonging to the said Estate coming to his hands or to the hands Custody or Possession of the Attornies of this Defendant or Either of them which this Defendant Averreth to be the case truly and Justly and this Defendant by his said Attornies as Administrator as aforesaid further Saith that whatever Sum or Sums of Money which hath hetherto been Received by him this Defendant as Administrator as aforesaid hath been every part thereof faithfully and Justly Applied towards the Discharge of those Specialty Debts which this Defendant as Administrator as aforesaid was Advised it was his Duty first to Discharge otherwise this Defendant as Administrator as aforesaid by his said Attorney's Saith that he as Administrator as aforesaid Could have or make no Possible Objection Against the Demand of the now Complainant in Manner and form as the Same is now made because this Defendant as Administrator as aforesaid Admits that all Accounts were Minutely Examined and every Necessary Voucher and Proof Adduced and

and that upon a full and Strict Examination of the same this Defendant as Administrator as aforesaid Admits that there was and Yet Remains Owing as the Ballance due to the Complainant from the Estate of the said Dawsonne Drake Deceased the Sum of Seven Thousand Seven hundred and Forty Pounds Seven Shillings Sterling Money of Great Britain or Nineteen Thousand three Hundred and Fifty Pagodas and Thirty five fanams Current Money of Madras as Charged and set forth by the said Complainant in and by his said Bill of Complaint which Debt so due and owing unto the Complainant from the Estate of the said Dawsonne Drake Deceased this Defendant as Sole Administrator as aforesaid by his said Attornies saith that he hath not heitherto been able to Pay off or Discharge for want of Assets belonging to the Estate of the said Dawsonne Drake Either in part or in the whole Notwithstanding his Exertions for that Purpose in manner and form as Aforesaid and this Defendant by his said Attornies as Sole Administrator as aforesaid saith that he is not a Present in Possession of Assets belonging to the Estate neither are his Attornies or any or Either of them but that the whole of what has hitherto been Received of from or belonging to the Estate hath been Applied to the legal Acquittance and Discharge of Debts on Specially against the said Estate and not otherwise

All which Matters and things this Defendant as Sole Administrator as aforesaid by his said Attornies saith that he is willing and Ready to Prove and maintain as this Honble Court Shall be Pleased to direct and humbly Prays to be hence dismissed with his Costs in this behalf most Wrongfully Sistained

Sworn Before me this
23^d day of November 1784
Robt Ewing
Alderman

John Menzies
Peter Walker
Attornies to Mr Nathl Barlow
Admor of Dawsonne Drake Esqr Dec^d

Mayor's Court at Madraspatnam } { Tuesday the 1st Day of March Anno Domini 1785

L.S.

Mayor's Court

Present
Philip Stowey Esquire Mayor
James Call and George Savage
Aldermen

Between Sir George Pococke Knight of the Bath Resident in Charles Street Berkely Square in the County of Meddlesex in the Kingdom of Great Britain by his Attornies the Right Honble Lord George Macartney Knight of the Bath President and Governor of of Fort Saint George &^ca and Alexander Davidson of Fort Saint George Esquire Complainants and Nathaniel Barlow Esquire in the Civil Service of the United Company of Merchants of England Trading to the East Indies as Sole Administrator of all and Singular the Estate and Effects Goods and Chattels Rights and Credits of Dawsonne Drake formerly of Fort Saint George Esquire but now deceased Defendant

Filed 10th January 1783

To the Honble the Mayor &c.
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Arundale Rawadministrator to all the Goods Chattles Credits and Effects of his Brother Govindanarainjeencataroy Lor Deceased by his Attorney Jacob Rowthey of Madras Inhabitant That Veerasawmy of the same place Inhabitant Stands Indebted unto Your Orator as Administrator as aforesaid in the full and just Sum of One Hundred Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Forty Pounds or thereabouts as doth more particularly and at large Appear by Copy of the Translation of a Bond or Obligation Given and Granted unto the said Govindanarainjeencataroy Lor in his Lifetime by the said Veerasawmy bearing Date the Seventeenth day of January which was in the Year of Our Lord One Thousand Seven Hundred and Eighty and Copy of an Assignment thereunto Annexed for the Inspection of this Honble Court both which Your Orator prays May be Admitted as part of this his Bill of Complaint And Whereas Your Orator hath frequently and in an Amicable Manner Requested Payment of the said Sum of One Hundred Pagodas from the said Veerasawmy

But now so it is May it Please this Honble Court to Cause the said Veerasawmy Obstinately and wilfully Refuses to pay the same or Inform Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Veerasawmy

May upon his Corporal Oath fully True Direct and Perfect Answer make to all and singular the Matters and Things herein before Charged and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were Here again Recited and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred Pagodas with all Accruing Interest as now is or shall hereafter May become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Veerasawmy to be Summoned and Required by the Sheriff of Fort Saint George Tower of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court Forsaid and Appointed then and there to Answer this Your Orator's Bill of Complaint further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Hon Dii Pitt
Attorney for the Complt

1783
January 10th
This Bill was Sworn to me between the hours of 10 & 11 in the Forenoon
June Returnable Next Court Day

Wm Webb
Mayor

Translation of a Bond or Obligation Dated the 16th January 1780

This day out of my Urgent Occasions Have Borrowed and Received of Govindanarainjeencataroy Lor the Sum of 100 One Hundred Current Star Pagodas which I Do Promise to pay you on Demand with Interest as may become due thereon at the Rate of 12 p Cent p Annum

Witnesses Cotandaramiah and Rummu Ponnaenbalum

by their Knowledge Drawn by Vencataroy Lor

Jor

For the said One hundred Pagodas shall be Charged no Interest . . . } Veerasaumey

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

Soobaroyam

Interpr.

True Copy

Hy. Dü Puy

Atty. for the Compt.

To all People to whom these Presents shall Come Anandah Row Administrator of all the Estate of Goondamarauyvencataroyloo Deceased Send Greeting Whereas Veerasaumey in and by One Bond or Obligation Bearing date the Sixteenth day of January which was in the Year of Our Lord One Thousand Seven Hundred and Eighty did become bound unto the said Deceased Goondamarauyvencataroyloo in his life time in the full and Just Sum of One Hundred Pagodas Current Money of Madras Conditioned to be Paid on demand without Interest as by the said bond and Condition thereof may Appear Now Know Ye that the said Anandah Row for a Valuable Consideration to him in hand paid by Jacob Rouchey of Madras Inhabitant at or before the Sealing and delivery of these presents the Receipt whereof he the said Anandah Row hath Assigned and Setover and by these Presents doth Assign and Setover unto the said Jacob Rouchey the said Bond and the Money or Amount principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every part thereof and the said Anandah Row for the Consideration aforesaid hath made Constituted and Appointed and by these presents doth make Constitute and Appoint the

the said Jacob Rouchey his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole and Proper use and benefit of the said Jacob Rouchey his Executors Administrators and Assigns to ask Require Demand and Receive of the said Veerasaumey his heirs Executors and Administrators the Money due or to become due on the said Bond and on non Payment thereof he the said Jacob Rouchey 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 and One or more Attorney or Attornies under him to Constitue and what so ever the said Jacob Rouchey or his Attorney or Attornies under him shall Lawfully do in the Premises the said Anandah Row doth hereby allow and Affirm and the said Anandah Row doth Covenant With the said Jacob Rouchey that he the said Anandah Row hath Not Received nor will Receive 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 all on of all Lawfull Proceedings for Recovery thereof he the said Jacob Rouchey Saving the said Anandah Row harmless of and from any Costs that May happen to him thereby In Witness whereof the said Anandah Row hath hereunto Set his hand and Seal in Madras this Second day of January in the Year of Our Lord One Thousand Seven Hundred and Eighty three

Anandah Row (L.S.)

Signed Sealed and Delivered Where no Stampt Paper is to be had in the Presence of

Singanan

Vengadavaradan

True Copy

Hy. Dü Puy

Attorney for the Compt.

Filed 18th Feby 1783

The Answer of Veerasawmy of Madras Merchant Defendant to the Bill of Complaint of Ananda Row of the same place Inhabitant Administrator of the Goods Chattles and Credits of Goondamary Vencata Raylor late of the same place Inhabitant Deceased by his Attorney Jacob Rouchey also of Madras Inhabitant Complainant

This Defendant now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the many Errors Untruths Incertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he Absolutely denies to be Indebted unto the said Complainant in the Sum of One Hundred Pagodas Current Money of Madras as the same is Unjustly Set forth and Stated in the said Bill of Complaint

All which Matters and things this Defendant is ready and Willing to aver maintain and prove as this Honble Court shall direct and most humbly Prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most wrongfully Sustained

James Johnson
Atty for the Defendt

Filed 25th Feby 1733

The General Replication

of Runanda Row Administrator to the Estate and Effects of Govindanaraz Venceta Royalor Deceased by his Attorney Jacob Roiechey of Madras Inhabitant Complainant to the General Answer of Virasawmy of the Same place Merchant Defendant

This Repliant 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 Defendants said Answer Contained for Replication thereunto Saith that his Bill of Complaint and all and Singular the Matters and things therein Contained are good true Certain and Sufficient in the Law to be Answered unto in Such Manner and forms as the same are therein and thereby Set forth and Alledged and that the said Answer of the said Defendt is very untrue Evasive and insufficient in the Law to be by this Repliant Replied unto for Divers manifest Imperfections and uncertainties therein Contained

All which Matters and things this Repliant is Ready and willing to aver Maintain and prove as this Honble Court shall Direct and most Humbly prays as in and by his said Bill of Complaint he hath already prayed

H. Dillon
Atty for the Repltt

Filed 21st March 1733

The General Rejoinder of Runa Sawmy of Madras Inhabitant Defendant

to the Replication of Runanda Ray Administrator of Govindanny Venceta Royalor Deceased by his Attorney Jacob Roiechey of the same place Inhabitant Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith that he will averr maintain and prove all and Singular the matters and things contained in this Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in Such manner and form as the same are therein and thereby Set forth and Alledged and that the said Replication is very untrue evasive and insufficient for this Defendant to make any further or other Answer thereunto except what is hereafter inserted Doth this his Rejoinder and this Defendant again absolutely denies to stand Indebted unto the said Complainants in the Sums Said for as is most unjustly Set forth and Stated in the said Complainants Bill of Complaint and in this Replication

All which Matters and things this Defendant is Ready and willing to Verify maintain and prove as to this Honble Court shall Direct and most humbly prays as in and by his said Answer he hath already prayed

James Johnson
Atty for the Defendant

Interrogatories to be Administred to Such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Anandarow Administrator to the Estate and Effects of Gundave Rauze Vencatarow by his Attorney Jacob Rouchey is the Complainant and Veerasawmy is Defendant

On the part and behalf of the Complainant

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

Arnachella Chitty } 2^d Are You or are You not Acquainted with the Manner of the hand Writing of the Defendant Veerasawmy in the Title of these Interrogatories Named did You ever see him write or receive Letters from him? If You look at the hand Writing and Signature of the Name Veerasawmy Subscribed to the Gentoo Bond now shewn to You at this the time of Your examination Marked A and also the following Words wrote under the said Bond in the Malabar Language To Wit the One Hundred Pagodas shall be charged no Interest" Is or is not the said Name Veerasawmy and the said Words, For the said One Hundred Pagodas shall be charged no Interest of the proper hand Writing of the said Defendant Declare the same to the best of Your knowledge Remembrance and Belief

To Mootapelly 3^d Did or did not You at any time or times and when Particularly, and how many times and whether in the life of the said Goondamaraja Vencatarayaloo Deceased in the Title of these Interrogatories

Interrogatories Named or when and at whose desire Instance and request demand payment of the Sum of One Hundred Pagodas from the Defendant also in the Title of these Interrogatories Named If Yea do You know and was You then informed for or upon what Account the said One Hundred Pagodas was so demanded Did or did Not the Defendant make any and what Answer to such demand of Payment? If Yea Declare the Same as You know and do Remember the Same to be and ham happening together the Particular Circumstances thereof According to the best of Your knowledge Remembrance and belief

To all the Witnesses } 4th Do You know of any other Matter or thing or have You heard or can You sell forth any thing touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant If Yea Declare the Same as You know have heard or do believe together with the Reasons for such Your Belief as fully clearly and Effectually as if You had been thereunto Particularly Interrogated

H. Y. Du Puy
Attorney for the Complainant

Translation of a Bond or Obligation Dated the 16th January 1780

This day on my Urgent Occasion I have borrowed and Received of Govindanarain Venkatasoylo the Sum of f 100 / One hundred Current Star Pagodas, which Sum I promise to pay Upon Demand with such Interest as may become due thereon at the Rate of 12 p Cent p Annum, Witnesses Cotumdaramiah and Ramma Pournambalum by their Knowledge drawn by Venkatasoylo

For the said One hundred Pagodas shall be Charged no Interest ... } Veerasawmy

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

Soobarayam
Interpr.

The Exhibit Marked A was shewn to Annachella Chitty Pallyconda Chitty and Venkatachetty at the respective times of their Examinations before me on the Part of the Complainant and Defendant in a Cause depending in the Hon.ble the Mayor's Court at Madras wherein Anandarow is Complainant and Veerasawmy is Defendant on the 8th 18th 21st September and October Anno Domini 1784

Oliver Lott
Examiner

Mayor's Court } Madrasputtanam }

Between Anandarow Administrator to the Estate and Effects of Gundaver Ranga Venkatarow by his Attorney Jacob Roach Complainant and Veerasawmy Defendant

On the Part of the Complainant

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

Annachella Chitty of Madras Shroff Resident Aged 28 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 18th Day of September 1784. being Sworn and Examined Deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that she doth know the Complainant Anandarow in this Cause and that he is known to this Deponent for Six Years and that she doth know the Defendt Veerasawmy in this Cause and that he is also known to this Deponent Years or thereabouts that he was so Sworn and to this Interrogatory

2nd ..... To the second Interrogatory this Deponent Saith that she is acquainted with the Manner of the Hand Writing of the Defendant Veerasawmy in the Books of those Interrogatories Marked and that he hath answered unto this Deponent divers Letters from whom this Deponent has seen write and Received Letters from whom this Deponent further Saith that the Hand Writing and Signature of the said Veerasawmy Subscribed to the Gentoo Bond now Shewn to this Deponent at this the time of this Examination marked A and also the following Words wrote under the said Bond in these Malabar Language to Wit "For the One hundred Pagodas shall be Charged No Interest" that the said Name Veerasawmy and the Words for the said One hundred Pagodas shall be Charged no Interest Sum of the said Defendant's own proper Hand Writing and

And more Saith not to this or the last Interrogatory

Oliver Colt
Examiner

Mayor's Court at Madraspatnam } Between Anandarow Administrator to the Estate and Effects of Gundaw Rauze Vencatarow by his Attorney Jacob Rouchey Complainant and Veerasawmy Defendant

On the Part of the Complainant

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

Mootapelly of Madras Conecoply Aged 28th Years or thereabouts being Produced as a Witness in this Cause On the part of the Complainant was on the 29th Day of September 1784. being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Anandarow in this Cause, and that he hath so known him Six Years or thereabouts and that he doth know the Defendant Veerasawmy in this Cause and that he hath so known him the same time and more Saith Not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that about four Months before the death of Goondamarajah Vencataroyaloo Named in the title of these Interrogatories he demanded at two or three different times by the Order of the said Goondamarajah Vencataroyaloo payment of the Sum of One hundred Pagodas from the Defendant also in the Title of these Interrogatories Named

Named this Deponent further Saith that the said Vencataroyaloo told him that the said Defendant was lawfully indebted to him that Sum and that the first time this Deponent demanded the Said hundred Pagodas The Defendant told him he would pay him as soon as he received Some Cash that he expected daily The Second time that he demanded it The Defendant told him, that he would come himself and talk upon the Subject to Vencataroyaloo. And the third time that this Deponent Waited upon Him the Defendant replied that Vencataroyaloo had in his Possession a bond which he the Defendant had Executed and given to Mr. Monckton and promised in Condition of that bond being delivered up to him, to pay the hundred Pagodas in Question And more Saith not to this or the last Interrogatory

Oliver Colt
Examiner

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at issue in the Honble the Mayor's Court at Madraspatnam, wherein One Ananda Row Administrator of all and Singular the Goods Chattels and Credits of Goondamary Vencataroyloo Deceased by his Attorney Jacob Rouchey is Complainant, and Veerasawmy Chitty of Madras Merchant is Defendant

On the Part and behalf of the Defendant

To all the Witnesses } 1st Interrogatories Do You know the Parties Compl.t and Defendant in the Title of these Interrogatories Named or any

hundred Pagodas and the Residue in different pay-
ments, or any other, and what Terms and to get this Master Mr
Andrew Rose to withdraw the said Prosecution from the said
Court, or any other, and what, and did the said Munne Moode,
or did he not Accordingly prevail on the said Master Mr Andrew
Rose, or any other, and whom to withdraw the said Prosecution from
the said Court, or any other, and what, and did the Defendant or
did he not Agree able to his Promise pay the said Mr Andrew
Rose or any other, and whom the Sum of four hundred Pagodas
in hand and Obtain his Receipt for the same, or any other, and
for what Account, with certain Conditions to pay the Remainder
of what he Owed, or any other, and how, And did the said Defendant
or did he not afterwards make several, and what Demands on
the said Uncatarayloo, or any other, and of whom for the Delivery
of the said Note, or any other. And what Notes, and did the said
Uncatarayloo or did he not in like manner make several and
Repeated Promises to Return the same back to the said Defendt
or any other, and to whom, and did the said Uncatarayloo or
did he not from time to time Threats, or any other, and how long after such
Proceed to Pollicat a Place to the Northward of Madras, or any
other, and where, and there Reyard this Life or any other, and
what is become of them, and is or is not the Note now produced
and Shewn to You at this the time of Your Examination
Marked Letter A Not Upon which the said Defendant
is now sued for, the same said Note that the Defendant had
Granted the said Uncatarayloo for the Purposes aforesaid
or any other, and what, and which he has Repeatedly engaged
to Return to the Defendant, or any other and to whom and
how came You to the Knowledge of the same, the whole of You
Know

Know touching the said Note and for what Reason it was
Granted, and do you Believe any Consideration had been given and
Received for the same, together with the Motives of such Your knowledge
and Belief declared

Interrogatories Do You know or Can You declare any other
Matter or thing Material for the said Defendant touching this
Cause, If You declare the same as You know or do Believe
Together with the Reasons of such Your knowledge and Belief

Cox & Baker
Atty for the Defendant

Mayor's Court at Madrasapatanam } Between Ananda Row
Administrator of all and Singular the
Goods Chattels and Credits of
Coondasamy Uncatarayloo Deceased by
his Attorney Jacob Rouchey Complainant
and Uncatasamy Chitty of Madras
Merchant Defendant
On the Part of the Defendant

Depositions of Witnesses taken and there Examined by and
before the Examiner in this Court as follows viz

Pullycondah Chitty of Madras Merchant Aged 32 Years or thereabouts
being produced as a Witness in this Cause On the Part of the Defendant and sworn the
18th Day of October 1754 Signified at the Office of Mr Henry Dalrymple Attorney
for the Complainant by Rachunderry Servant who also left Interrogatories of the Manner
Form and Words of the Order of the said Deponent and afterwards on the same Day being
Sworn and Examined Deposeth as follows viz

To

to..... To the first Interrogatory this Deponent Saith that he doth well
know the Complainant Alexander Rowan in this Cause and that he
doth know the Defendant Venacasawmy Chitty in this Cause and
that he hath seen the Answer hereto from this Defendant—And to
Saith to this Interrogatory—

2d..... To the Second Interrogatory this Deponent saith, That Mr. Andrew
Rose and Mr. Alexander Cuthbert of Fort Saint George Merchants
as Attorneys to the Honble Edward Monckton and Mr. George Smith
did Sometime in the Months of January which was in the Year of
Our Lord One Thousand Seven Hundred and Eighty two exhibit the
Defendant in this cause, in the said Honble Court for a Certain Sum
of Money that was due and owing to them from the said Defendt
and that the Defendant a few days after such Prosecution did
Apply to Venacatasayalow in the Title of these Interrogatories
Named as their Clerk or Minister to the said Mr. Alexander
Cuthbert to Intercede with the said Master Alexander Cuthbert
in the said Defendants behalf to Accept and receive the Sum of
four hundred Pagodas, in part payment of the Amount for which
the Defendant was Sued for as aforesaid, with Promises of paying
the Remainder in different payments This Deponent Saith
that he doth not know for what reason the above compromise
was made by the Defendant with the said Alexander Cuthbert
but that the said Venacatasayalow did engage himself to and
with the said Defendant, to use his Interest and Influence
with the said Master Alexander Cuthbert to prevail upon him
to Accept the said Sum and Settle the matters with the said Defendant
upon the Terms and Conditions aforesaid This Deponent further
Saith that Venacatasayalow at the same time asked and Demanded
of the said Defendant a present of One Hundred Pagodas for his
Trouble and that the said Defendant did to the said Venacatasayalow
that

that he was so Short of Cash that he could not at that time
Raise them the said One Hundred Pagodas, but would Chearfully
Grant him the said Venacatasayalow a Note of hand without
Interest and that the said Venacatasayalow did agree to such
Proposal, and Accepted of the said Note of hand of One Hundred
Pagodas from the Defendant, on the above said Account This
Deponent further Saith that the said Venacatasayalow did not
Perform this said Engagement with the Defendant in procu-
ring upon this said Master Alexander Cuthbert to Settle the said
Account on the matters with this and this Deponent further
Saith that the said Defendant did afterwards, make the same
and like applications to one Munro Mendes, to use his Interest
with this Master Mr. Andrew Rose upon the same terms
and Conditions aforesaid To Wit to pay in hand four hundred
Pagodas and the residue in different payments by several Bills
This Master Mr. Andrew Rose to withdraw the said Bill of
Complaint from the said Court and that he did accordingly
Prevail on this said Master Mr. Andrew Rose to withdraw
the said Prosecution from the said Court and that the said Defendt
Agreeable to his promise did pay the said Mr. Andrew Rose
Four hundred Pagodas in hand and obtained his receipt for the
Same with the Conditions of Paying the remainder of what he owed
in partial payments at different times This Deponent further
Saith that the said Defendant afterwards made several Demands
on the said Venacatasayalow for the delivery of the said note, and that
the said Venacatasayalow did in Like manner made several and
Repeated promises to return the same back to the said Defendant
and that the said Defendant previous thereto and about Eight
Months after he had made such Promises did proceed to Cal cut
a Place to the Southward of Madras and there departed this

Life

Life, This Deponent further Saith that the note now produced and Shewn to him at this the time of his Examination marked the Letter A. upon which the said Defendant is now Sued for is the Same said Note that the Defendant had granted the Said Vencataroyalos for the Purposes aforesaid, and which he was engaged repeatedly to return to the Defendt. This Deponent Saith that he knows all the above Circumstances by being in Company with the Defendant at the time they respectively happened and he knows very well that no Consideration had been given by Vencataroylos or Received by Verasawmy for the Note in Question And More Saith not to this or the Last Interrogatory

Oliver Colt
Examined

Mayor's Court at Madraspatnam } Between Ananda Row Administrator of all and Singular the Goods Chattles and Credits of Goondamary Vencataroylos Deceased by his Attorney Jacob Rouchey Complainant, and Veerasawmy Chitty of Madras Merchant Defendant

On the Part of the Defendant

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

Vencatakistnen of Madras Merchant 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 October 1784 Signified at the Office of Mr. Henry Du Puy who is

is Attorney for the Complainant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith that he doth know the Complainant Ananada Row in this Cause, and that he hath so known him four Years or thereabouts and that he doth know the Defendant Veerasawmy Chitty in this Cause, and that he hath so known him twenty Years or thereabouts and more Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith, that Mr. Andrew Ross and Mr. Alexander Cuthbert of Fort Saint George Merchants as Attorneys to the Honble Edward Monckton and Mr. George Smith, Some time in the Month of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty did Sue and Prosecute the Defendant in this Cause, for a Sum of Money that was due and owing to them from the said Defendant and that the said Defendant Veerasawmy a few days after the Commencement of Such Prosecution applied to Vencataroyalos in the Title of these Interrogatories Named as the then Clerk or Writer to the said Mr. Alexander Cuthbert for to Intercede with his Said Master Mr. Alexander Cuthbert in the said Defendant Behalf to Accept and Receive the Sum of four hundred Pagodas in part payment of the Amount for which the said Defendant was Sued for as aforesaid with Premises of Paying the remainder at different payments and to withdraw the said Prosecution from the said Court, and that the said Vencataroyalos did engage himself to and with the Said Defendant to Use his Interest and Influence with the said Master Mr. Alexander Cuthbert to procure the withdrawment of

of the said Prosecution upon the terms and Conditions aforesaid
And this Deponent Saith that the said Vencataroyalos at the
Same time asked and demanded of the said Defendant for his
trouble a present of one hundred Pagodas and that the said
Defendant told the said Vencataroyalos that he was so Short
of Cash that he could not at that time raise him the said One
Hundred Pagodas, but would willingly grant him the said
Vencataroyalos a Note of hand, without Interest for the amount
and that the Said Vencataroyalos did agree to such Proposal,
and Accepted of the said Note of hand of One hundred Pagodas from
the said Defendant, on the above said Account. This Deponent
further Saith that the said Vencataroyalos did not perform his
Said engagements with the Defendant in prevailing upon his
Master the Said Mr. Alexander Cuthbert to withdraw the
Said Prosecution from the said Court and this Deponent
Saith that the said Defendant did afterwards make the
Same, and the like application to One Munro Moodu as he
did to the said Vencataroyalos to Use his Interest with his
Master Mr. Andrew Ross upon the Same terms and Condi-
tions aforesaid — To wit to pay in hand four hundred Pags
and the residue at different payments to get his Master Mr.
Andrew Ross to withdraw the said Prosecution from the
Said Court and that the said Munro Moodos did Accordingly
Prevail on his said Master Mr. Andrew Ross to withdraw the
Said Prosecution from the Said Court, and that the said Defendt.
did Agreeable to promise pay the said Mr. Andrew Ross
the Sum of four hundred Pagodas in hand and Obtained a
Receipt for the Same, with certain Conditions to pay the remainder

of what he owed at different times. And this Deponent further
Saith that the said Defendant did afterwards make Several
Demands on the said Vencataroyalos for the delivery of the said
Note, and that the said Vencataroyalos in like manner made
Several and repeated promises to return the same back to the
Said Defendant and that the said Vencataroyalos previous thereto,
and about four Months after such promises, did proceed to
Pulicat a Place to the Northward of Madras and there depart
this life And this Deponent further Saith that the note now
Produced and Shewn to him at this the time of his Examination
Marked Letter A. upon which the Defendant is now Sued
for is the Same Said Note that the Defendant had granted the
Said Vencataroyalos for the Purposes aforesaid, and which he
Was Repeatedly engaged to return to the Defendant This Depo-
nent Saith that he knows the above Particulars by being in
Company with the Defendant at the time they happened
And more Saith not to this or the last Interrogatory

[illegible]

Oliver Colt
Examiner

Mayor's Court at Madraspatnam } { Tuesday the 22d Day of March Anno Domini 1785

Present

Philip Stowey Esquire Mayor

Edward Garrow and Josias Du Pre Porcher

Aldermen

Between Anandah Row Administrator to all the Goods Chattles Credits and Effects of his Brother Goondamarayvencatarey loo Deceased by his Attorney Jacob Rouchey of Madras Inhabitant Complainant and Veera Saumey of the same place Inhabitant Defendant

Filed 19th Sept. 1783

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francis Jourdan of Fort Saint George Esquire Administrator to the Estate and Effects of George Pyne Deceased Late of the said place Merchant that John Peter Boileau of Masulipatam but at present of Fort Saint George Esquire Stands Justly and Truly indebted unto Your Orator as Administrator aforesaid in the full and just Sum of Two Thousand Nine hundred and forty four Pagodas Twelve fanams and thirty Seven Cash Current Money of Madras making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of One Thousand One Hundred and Seventy Seven Pounds fourteen Shillings and upwards as will more fully and at large and at Large Appear by True Copies of the Account Currents hereunto Annexed for the inspection of this Honble Court and which Your Orator as Administrator aforesaid prays may be taken as part and parcell of this Your Orator's Bill of Complaint And whereas Your Orator as Administrator aforesaid hath frequently and in An Amicable manner Requested payment of the said Sum of Two Thousand

Thousand Nine Hundred and forty four Pagodas Twelve fanams and Thirty Seven Cash from the said John Peter Boileau

But now so it is and May it Please this Honble Court the said John Peter Boileau Obstinately and willfully refuses to Pay the same or to give Your Orator any manner of Satisfaction Touching the premises Your Orator as Administrator aforesaid therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said John Peter Boileau may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truly and Effectually to all Intents and purposes as if the same were here again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator as Administrator aforesaid, the aforesaid Sum of Two Thousand Nine Hundred and forty four Pagodas Twelve fanams and thirty Seven Cash together with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said John Peter Boileau to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Chas. Bromley
Atty for the Compt.

Fort St. George 19th Sept. 1783
This Bill was Shewn to me between the days of Adjournment let a Sum be issue Returnable Next Court Day
Wm. Webb Mayor

Dr. Estate of George Lyon Cr.

To Cash Paid Mr. Francis Jourdan Administrator	2007	21	
To Amount of Ballance of my Account with the Estate	1424	8	17
	3431	29	17
To Ballance	1313	33	65
Cur. Pagodas	4745	21	2

By 1/2 Share Ballance of Old Cargo of Timber	213	23	24
By 1/2 Ditto of Ditto for New Cargoe	2111	5	73
By 1/2 Ditto of Ballance of Sale of the Ship	2420	33	65
Cur. Pagodas	4745	21	2

Fort St. George 27th August 1774
Errors Excepted
Sd. Signed John Peter Boileau

A True Copy
Chas. Bromley
Atty for Compt.

Dr { John Peter Boileau Esq. Acting Owner of Ships Brutus & Cato & Mary Ann / Francis Jourdan Administrator to Estate George Pyne } Cr

1774 August	27th	To Ballance of this Account Rated this Day	1813	33	6½	1774 August	27th	By 50 p Cent on a Bond paid for Pyne Boileau and Co			369	21	-
		To Private Account Current for a Book Debt due to John Peter Boileau and Stopped by him as Acting Owner out of the Ballance due to the Administrator of the Estate being unable to discharge Bond Debts				1775 June	12th	By Cash			1000	-	-
								By Interest to 27th August 1783					
								On 369.21	2 yrs 3 mos 15 d	396	45	-	
			1624	8	11½			On 1000 - -	9 - 2 - 15	985	-	-	
		To Interest to 27th August 1783 On 2738	297	-	-						1381	8	6½
								By Ballance			2964	12	5½
		Pagodas	3695					Pagodas			3695	-	2

Fort St George 27th August 1783

Errors Excepted

P Francis Jourdan
Admr

Madrass Octr 1783

Mr Charles Boileau

Sir

I have received your Letter of the 27th August
and am sorry to find you have been disappointed
in the Sum you expected from the Estate of
Mr Pyne, but I assure you it was not in my
power to have done more than I have done
for you, I have Stopped the Sum of Pagodas
1000 in your Brother's hands, and have
Credited you for the Interest of the Same
from the 12th June 1775 to the 27th August
1783 at 9 p Cent p Annum, which amounts
to Pagodas 985 - - and have Credited you
for the Ballance of the Account Current
between Mr Pyne and your Brother
Pagodas 396 - 45 - which Sums
amount to Pagodas 1381 - 45 - and
have Credited you for the Ballance
of the Account Current between
Mr Pyne and your Brother Pagodas
1813 - 33 - 6½ - which Sums
amount to Pagodas 3195 - 45 -
which I have Credited you for
in the Account Current between
Mr Pyne and your Brother
Pagodas 1813 - 33 - 6½ -
which Sums amount to Pagodas
3195 - 45 - which I have Credited
you for in the Account Current
between

the Sum of One Thousand Three hundred and Thirteen Pagodas Thirty three fanams and Sixty five Cash after a full and fair Settlement and Adjustment of the mutual Dealings subsisting between the Deceased in his Lifetime and this Defendant, Viz. an Account Current wherein by Credit is duely given to the Estate of the said Deceased the said Sum of One Thousand three Hundred and Thirteen Pagodas Thirty three fanams and Sixty five Cash, and debited for the Sum of One Thousand Pagodas paid in part of the said Ballance, which Reduces this Defendants Debt to the Estate to the sum of Three Hundred and Thirteen Pagodas Thirty three fanams and Sixty five Cash, which said Sum this Defendant hath always been Ready, and did frequently offer to pay unto the said Complainant And by way of further Answer this Defendant saith that he had a Right and is justified in this debit of One Thousand four Hundred and Twenty four Pagodas Eight fanams and Seventeen Cash, against the Estate of the said Deceased as a just and mutual debit standing against the mutual Credits allowed to the Estate of the Deceased and this Defendant prays to annex a Copy of an Account Current marked N. B. Shewing the different Articles composing the said Account, and the Ballance thereof whereby it Appeares that out of the said Sum Three hundred Four Hundred and Sixty five Pagodas Twenty Nine fanams and Twenty three Cash for the Ballance of Sundry Articles in favor of this Defendant at the time of the Decease of the said George Lyne, the Sum of Two Hundred and Twenty Pagodas Nineteen fanams and Twenty four Cash being Ballance in favor of this Defendant for Silling and Account of the remaining Two Vessells, the Lascar Mary and Success as aforesaid Leaving and the Sum of Seven Hundred and Thirty Eight

Eight Pagodas and One fanam being One third Part of the Ballance of a Bond jointly entered into by this Defendant this Deceased and David Alcock to Captain Stephen Williams, which three Sums compose the said Sum of One Thousand four Hundred and twenty four Pagodas eight fanams and Seventeen Cash, the said Defendant further saith that the Demand of the Complainant is of a very extraordinary Nature, and such as he had no Reason to expect the Complainant would have enforced in the manner he hath, that if the same was just, which he by no means admits the same ought to have been pursued in a Suit long Since and not to have been delayed to the injury of this Defendant for so many Years and this Defendant saith that he was always ready and willing to Settle the said Account as he hath Already shewn, and that Just on the twelfth day of June One Thousand Seven Hundred and Seventy four, but on the Twenty Seventh day of August One Thousand Seven Hundred and Seventy four, and therefore this Defendant hopes that upon Consideration of this Defendant having offered to pay the said Ballance at that time he may be only Accountable for Interest until that day

All which Matters and things this Defendant is Ready and Willing to maintain and prove as this Honble Court shall direct and most humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most wrongfully sustained

John Peter Boileau
Att. Dis Defy
Attorney for this Defendant

Sworn to by Commissioners
at Masulipatam the
11th January 1775

James Taylor
Regr

Dr. Estate of George Pyne No. 1. Cr.

To Cash Paid Mr. Francis Jourdan Administrators	2017.	21.	"	By 1/2 Share Balance of Old Cargo of Lumber	213.	23.	24
To Amount of Ballance of My Account with the Estate	1424.	8.	17.	By 1/2 Do. of Do. for New Cargo	2111.	5.	73.
	3431.	29.	17	By 1/2 Do. of Ballance of Sale of the Ship	2420.	33.	65.
To Ballance	1313.	33.	65				
Curt. Pagodas	4745.	21.	2.	Curt. Pagodas	4745.	21.	2

Fort St. George 27th August

Errors Excepted

John Peter Boileau

True Copy

H. J. Du Puy

Dr. The Estate of George Pyne No. 2. Esqr. in Account With J. P. Boileau Cr.

1775 June	14th	To Cash Paid Mr. Jourdan	1000.	"	"	1774 Augt.	27th	By Ballance Due to the Estate on my delivery of Accounts	1313.	33.	65
		To Ballance Due	313.	33.	65						
		Curt. Pagodas	1313.	33.	65						

Fort St. George

Errors Excepted

J. P. John Peter Boileau

True Copy

H. J. Du Puy

Atty. Defendt.

Dr. The Estate Mr. George Pyne in Account

1770 May	1st	To Ballance of Last Account Closed 30th Ult.	Pags	491	10	62
	1st	To Commission of 2½ p.Cent on the Sales of 135 Bales Cotton				
		Cotton at Madras Amounting to	Pags			
November	11th	To D.o Hyderabad Pictures @ 1½ a 10 p.C. @ 35 p.C.		30	"	"
December	31st	To Sunry Disbursem.ts 30th April to this day being 8 mts @ 12½ p.m.		2	6	"
		To my Salary at rate of £ 300 p.Ann. from 2d March last to 2d June Last				
		£ 150 p.Annum being 2 Mo.s and 28 Days		30	"	"
1771 February	2d	To Cash Lent You		8	35	65
March	16th	To Silver Loop Ladle Sold You for		110	"	"
April	18th	To 6 Callys of Tin @ 2 Pags p.Cally and 12 Mahra Palas				
		@ 12 Pags each Sent You by Mr. Raddons Dabash				
		Mirzapore at Sundry Times Makes Mr. Pags 178 @ 10 p.C.		19	23	58
June	16th	To Pocket Memorandum Book Sold You for		18	"	"
	17th	To Patch Chintz	Do.	5	21	"
	23d	To My Salary for One Year of £ 200 as Factor		50	"	"
July	31st	To Do. Ditto Pags 100 p.Month from 2d January Last to				
		this Day Inclusive being 7 Months		70	"	"
September	23d	To my Salary from 2d June Last		12	21	"
		To a Pair of Looking Glasses No. 120 @ 350 p.Cent		24	12	"
		To 1 Lobster Lanthorn		6	"	"
		To 1 Gallon Mall		8	21	"
		To Sundry Books Sold You for		24	21	"
October	31st	To My Dust Money from 31st July to 31st Oct.r 3 Months		30	"	
		To 10 Pegu Planks @ 3 Ditto Thick 6 Pags a M. Pags				
November	10th	To 1 Gold Watch Chain Purchas.d for Mr. Morgan	16 @ 10 p.C.	15	16	66
	13th	To Sundries Watch Key Purchas.d & Sent You to Madapollam		25	"	72
1772 January	1st	To 22 Hyderabad Pictures Sent You		5	21	"
		To Stones Sent You Viz.t 4 Locks and 6 Glasses		7	41	32
		To Expences Shipping a Bale of Cloth		2	21	2
				"	12	"

Carried Over Pagodas

Cr. No. 3 Wm. John Peter Boileau

1770 September	13th	By Cash Received	44	"	"
November	12th	By Do. Do. M. Pags 6 @ 10 p.Cent	6	25	16
1771 January	16th	By Do. Do. M. Pags 25 @ Do.	27	21	"
	3d	By Do. for a Bill of 13 Bales on Williams Martin Lord Rae of this Date for	135	"	"
March	27th	By Do. for a Bill of 2 Bales on Do. in my favor for	200	"	"
	31st	By 1 Candy of Horse Gram 6 of 8 Yous for M. Pags 6 @ 10 p.Cent	62	25	16
May	10th	By Cash Recvd	55	"	"
July	4th	By Do. for a Ballance of Account Particulars questioned this day in Your favor of M. Pags 6. 26. @ 10 p.Ct	7	11	64
	13th	By One Piece of Long Cloth No. 6 Purchased & bought to Your Acct	11	"	"
Dut.o	20th	By Cash Received of Capt.n Wm. Ellmes on Your Account	220	"	"

Carried Over Pagodas 732 41 16

	Brought Over Pagodas			
1772 January	30th To Cash Remitted You by Peon	110	12	"
February	6th To 1 Candy Dammer fond Cash M. Ps 10 @ 10 ℘ Ct 11 " "			
	5 Coolies & Bags Rs 6. 10 @ 350 ℘ Ct 1.37.40	12	37	40
	28th To Cash Paid Your Servant John M. P. 2 @ 10 ℘ Ct	2	8	32
April	12th To Do Do 2 @ Do	2	8	32
Novr	25th To a Trand for Being Ballance of Acct in my Favour Concerns in the Snow Mary & Sheeveerasarah Swammy as ℘ Account Particulars	220	19	24
1773 July	29th To the Account Ballance of a joint Bond of Messrs Pyne Boileau and Alcock to Capt Steppen Willms Cpr 2214 3 paid to Mr William Thomson at Madras that Gentlemans Attorney Mr Pyne 1/3 Share	738	1	"
	Curt Pagodas	2157	7	33

Fort Saint George August 1774

Errors Excepted

John Peter Baileau

True Copy

Hy Du Puy

Attorney for the Defendt

Brought Over Pagodas	732	41	16
By Ballance	1424	8	17
Curt Pagodas	2157	7	33

Filed 16th Feb 1774

The Replication of Francis Lourdan Administrator to the Estate and Effects of George Lynn Deceased to the Answer of Lachlan Mc Intosh Bailey and Master in Equity and Esquire

The said Replicant Saving and Reserving unto himself now and at all times hereafter all and all manner of Advantage of Exception to the manifold Insufficiencies of the said Answer for Replication thereunto Says that he will Aver and Prove that the said Bill of Complaint to be true certain and Sufficient in the Law to be Answered unto, and that the said Answer of the Defendant is uncertain untrue and altogether insufficient in the Law to be by the said Replicant Replyed unto, for diverse manifest imperfections and uncertainties therein contained the benefit and Advantage of Exception whereunto being now and at all times Left to the said Replicant The said Replicant for further Replication Says that the Defendant Does Stand Justly and Truly Indebted unto him as Administrator to the Estate and Effects of George Lynn Deceased in the Sum of Two Thousand Nine Hundred and Forty four Pagodas Twelve Fanams and Thirty Seven Cash in manner and form as is set forth and Expressed in the several Accounts Current Annexed to the Replicants Bill of Complaint The said Replicant further Says that he as Administrator aforementioned cannot Admit of the said Defendants debiting the Estate with the Sum of One Thousand four Hundred and Twenty four Pagodas Eight Fanams and Seventeen Cash as the Amount Ballance of his private Account with the said George Lynn in his Life Time and Setting the same off against the Demand the Replicant has as Administrator on him the Defendant for the Sale

Sale of Sundry Goods and Merchandize Saleable of a Ship Named the Bristol Sold and Assigned by the Defendant in the month of July in the Year 1773 to a Captain Lowndes and which was upwards of fourteen Months after the Death of the said George Lynn for the Replicant Says that although the Defendant was Joint Owner of the said Ship and part Owner of the two Cargoes mentioned in his Account Current N.1. Annexed to his Answer Yet the the Defendant Could not by Law or Equity carry the amount of the said George Lynns Interest to the Credit of his the said Defendants private Account Because in Fact the said Ship Bristol after the Decease of the said George Lynn went from the Northward Loaded with Salt for Bengall and from thence went To Pegu and there purchased a Cargoe of Timber which was brought to Masulipatam in April or may 1773. and in July the Ship was Sold as aforementioned all of which was done by Directions of the Replicant as Administrator of George Lynn of Course the Defendant became at the Death of the said George Lynn Trustee for so much of the Joint Property of the Deceased as was in his Hands or Possession or under his Care for the Use of the Replicant who as Administrator became a Trustee for the said George Lynns Creditors, as far as Assets of the said Deceased Would go, but the said Replicant Says, he cannot with any propriety Allow of the Defendants Setting up his private Demand against that of Joint Concern, Especially where there are Creditors and Bond Debts charged of the said George Lynn and of this Opinion was the said Defendant when in his Account Current N.1. debits the Replicant with the Sum of Two Thousand and Seven Pagodas and Twenty One Fanams as so much Cash paid Mr Francis Lourdan the Administrator, and the very next Item "To the Amount of Ballance of my Account with the Estate Pags 1624. 8. 17. Particulars of which Charge are Specified and Expressed

see

Expressed in the Defendant's Account Current Marked No. 3 all of
Which denote dealings in the life time of the said George Pyne and of
Course becomes a Creditor Simply upon Account Current but as to the
Same being Sett off and blinded with the Accounts of the Administrator-
ship the Repliant Cannot Admit as his so doing would be a Devas-
tavit to the prejudice of the Specialty Creditors of the said George Pyne
and therefore the Defendant Stood Accountable to the Repliant
as Administrator for the Sum of Two Thousand four Hundred
and Twenty Pagodas thirty three fanams and Sixty five Cash as
the Amount Sales of Sundries Specifyed in the Account Current
No. 1. The said Repliant further Says as he is Advised and Verify
believes that it is a Maxim in Law and Equity that the Effects of
the Joint Concern are to go in discharge of the Debts belonging to
that Concern and not to any other joint Concerns previous to the
Death of the said George Pyne and in Case of any Overplus must go in
discharge of private Creditors According to Law, that is to Say, Bond
Creditors before Creditors upon Account Notes of Hand, Book
Debits &ca under which last Denomination does the Defendant
Come, for in the present instance, he the Defendant became a
Trustee to the Repliant for the half part of the amount Sales of the Ship
and the respective Cargoes, as soon as they were made, as the Right of
Property was Vested in the Administrator and the Transmectation
of that property was had and done after the Decease of the said George
Pyne which happened in may 1772. Notice was Publickly given in
September following following by the Repliants Proctor Mr. Charles
Bromley to sent in their demands on the Estate to the Repliant
or his said Proctor which the Defendant never did nor has he ever
Attempted to prove his private Account with George Pyne or offered a
Voucher

Voucher in Support thereof, so that private Account remains to be proved
Which the Repliant prays this Honble Court he the Defendant may
be Obliged so to do, of Course his Original Concern devolves to his Admi-
nistrator and are Assets in his Hands for the Benefit of his Creditors
According to Priority as Settled by Law the Repliant lastly Says he
Admits that if the said Defendant had in the life time of the said
George Pyne disposed of the property as Set forth in the Account Curt
Marked No. 1. there in that Case, the said George Pyne's half Concern
Might with great Propriety be Carried to the private Account of the
Said Defendant, but as the Amount Sales of such property happened
after the decease of the said George Pyne, the Defendant Cannot be
Considered in any other light than as Originally Trustee for the
Property and Debtor to the Administrator for the Amount Sales

All which Matters and things this Repliant is Ready
and willing to aver, Maintain, and prove, as this Honble Court shall
direct and Humbly prays as in and by his said Bill of Complaint
he hath Already Prayed

Chas. Bromley
Attorney for the Replt.

Filed 4th May 1784

General Rejoinder of John Peter Boileau Defendant to the Replication of Francis Jourdan Administrator to the Estate and Effects of George Pyne Deceased Complainant

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and and Advantage of Exception to the Many Errors uncertainties Untruths insufficiencies and Imperfections in the Complainants Said Replication Contained for Rejoinder thereunto Saith that he Will aver Maintain and prove all and Singular the matters and things contained in this Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in Such Manner and form as the same are therein and thereby Settforth and Alledged, and that the said Replication is Very untrue Evasive and insufficient for this Defendant to make any further or other Answer thereunto Except what is hereafter inserted in this his Rejoinder and this Defendant again Absolutely Denies to stand Indebted unto the Said Complainant in the Sum Sued for as is most unjustly Setforth and Stated in the Complainants Bill of Complaint and in his Replication

All which Matters and things this Defendant is Ready and willing to Verify Maintain and prove as this Honble Court shall direct and most Humbly Prays as in and by his said Answer he hath already Prayed

Hy Du Puy
Attorney for the Defendant

Filed 1st March 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Edward Jourdan of Fort Saint George Esquire Executor with a Probate to the last Will and Testament of Francis Jourdan Esquire late of the Same place Deceased and as Administrator to the Estate and Effects Unadministred to, by the said Francis Jourdan of George Pyne Deceased, That some time in the month of September in the Year of Our Lord One thousand Seven Hundred and Eighty Three Francis Jourdan late of Fort Saint George Esquire and Since Deceased, as the Administrator to the Estate and Effects of the said George Pyne did Prefer his Bill of Complaint in this Honble Court Against John Peter Boileau of Masulipatam and then also of Fort Saint George Esquire for the Sum of Two thousand Nine Hundred and forty four Pagodas Twelve fanams and thirty Seven Cash as the Ballance of an Account Current Annexed to the said Francis Jourdan's Bill of Complaint, and also to be Relieved touching the several Matters and things in the said Bill Complained of, Relation being thereunto had will more fully and at large appear, Your Orator as Administrator aforesaid further Sheweth, that the said John Peter Boileau being Served with a Processe Issuing out of this Honble Court to appear and Answer the said Francis Jourdan as Administrator of George Pyne Deceased's Bill of Complaint, he the said John Peter Boileau Appeared Accordingly, and on the Nineteenth of December in the said Year One thousand Seven Hundred and Eighty three filed his Answer and therein

denyed

Denyed to be indebted unto the said Francis Jourdan Administrator of George Pyne in any Sum of Money whatever, To this Answer Your Orator Sheweth the said Francis Jourdan as Administrator aforesaid did Put in his Replication on the Sixteenth of February One Thousand Seven Hundred and Eighty four, to which the said John Peter Boileau did on the fourth day of May One Thousand Seven hundred and Eighty four file his General Rejoinder, Issue was Joined, Publication Passed, and the Cause Set down for hearing But before Such Cause could be heard the said Francis Jourdan Departed this life leaving Your Orator his Executor, whereby the said Suit as to the said Francis Jourdan is become Abated, Your Orator further Sheweth that the said Francis Jourdan Died leaving a Will and therein Appointed George Westcott who has since Renounced his Right of Executorship and Your Orator to be his Executors after Whose Death Your Orator Obtained Probate from out of this Honble Court whereby the said Suit ought to be Revived as against him the said John Peter Boileau, and Your Orator as the only Acting Executor to Francis Jourdan late Administrator of the Said George Pyne and as the Administrator to his Unadministred Estate and Effects is Advised, is Entitled to have the same Relief against the said John Peter Boileau To the End therefore that the said Francis Jourdan Deceased's Bill of Complaint and the Several Proceedings thereon so abated by the Death of the Said Francis Jourdan, may Stand Revived against the said John Peter Boileau, as the Complainant aforesaid and by in the same Plight and Condition as the same was in at the time of the abatement thereof, And further that the said John Peter Boileau may Stand to and abide by such Order and Decree in the Premises as to this

this Honble Court shall Seem Meet

May it Please this Honble Court to grant unto Your Orator as Administrator to the Estate and Effects Unadministred to late belonging to the said George Pyne as aforesaid a Sumr to Revive under the Seal of this Honble Court Directed to the said John Peter Boileau as the Defendant aforesaid to be and appear before this Honble Court at a Certain time and place to be prefixed and Appointed by this Honble Court and then and there to Answer the Premises and to Shew Cause if he can why the said Suit and Proceedings should not Stand and be Recived against him the said Defendant aforementioned and Carried into Execution and be in the same plight and Condition as they were at the time of the Death of the said Francis Jourdan and further to Stand to and abide by such Order in the Premises as to this Honble Court shall Seem Meet

Chas. Bromley

Attorney for the Complainant

Mayor's Court at Madraspatnam } { Tuesday the 22 Day of March Anno Domini 1785

Present

L.S.

Philip Stowey Esquire Mayor

Edwd Garrow and Josias Du Pre Porcher Aldermen

Mayor's Court

Between Francis Jourdan of Fort Saint George Esquire Administrator to the Estate and Effects of George Pyne Deceased late of the said place Merchant Complainant and John Peter Boileau of Masulipatam but at Present of Fort Saint George Esquire Defendant

Filed 25th March 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Ninapah of Madras Dubash Administrator to the Goods and Chattles Rights and Credits Unadministred Late the Property of John Sykes Gentleman Deceased and late One of the Attornies of this Honble Court That John Leathem and Angus Mackintosh of Madras Partners Traders Dealers and Chapman Stand Justly and truly Indebted unto Your Orator as Administrator aforementioned Your Orator having Obtained Letters of Administration to the Estate and Effects of the said John Sykes Unadministred out of the Kings Ordinary in this Honble Court and which are Ready to be Produced when Ever Required in the full and Just Sum of Three hundred and Eighty One Pagodas and Thirty one fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and fifty Two Pounds and Fourteen Shillings or thereabouts as will more fully and at large Appear by an Account 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

in an Amicable Manner Requested Payment from the said John Leathem and Angus Mackintosh of the said Sum of Three hundred and Eighty One Pagodas Thirty One fanams

But now so it is and May it Please this Honble Court the said John Leathem and Angus Mackintosh Obstinately and wilfully Refuse to Pay the Same or to give Your Orator as Administrator aforementioned any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief Such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said John Leathem and Angus Mackintosh may upon their Several and Respective Corporal Oaths full true Direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly Perfectly and Effectually to all intents and purposes as if the Same were hereagain Repeated and Particularly Interroged and that they may be Decreed to pay unto Your Orator as Administrator aforenamed the full and Just Sum of Three hundred and Eighty One Pagodas and thirty One fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Said John Leathem and Angus Mackintosh to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed, then and there to Answer this Your Orators 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
Attorney for the Compl^t

25th March 1784
This Bill was shewn to me between the days of Adjournment Let a Sum^s Issue
John Menzies Mayor

Messrs Leathem and Mackintosh ..... D^r

To the Estate of the late Mr John Lykes

	Pgs	f:	C
To the Amount of Proportion of Costs in the Cause Yourselves against Mr Ellis Agreeable to the Award given by Mr Daniel Shaw	23	"	"
To D^o house Rent for 4 Months and 6 days	147	"	"
To D^o Jyapoo Against Hornsby in which Cause You being Bail	19	27	"
To D^o Court of Appeals D^o	57	18	"
To D^o Bill against Captain Joseph Smith	6	24	"
To D^o Against John Ried	128	7	"
Pagodas	381	31	"

Fort Saint George
22^d March 1784
E^o E^o

Ninapah Administrator of Mr John Lykes Deceased

Filed 3^d May 1784

The Joint and Seperate Plea and Answer of John Leatham and Angus Mackintosh of Fort Saint George Merchants and Defendants to the Bill of Complaint of Ninapah Moodelliar Administrator of all and Singular the Estate and Effects Rights and Credits of John Lykes Deceased and Unadministred Complainant

These Defendants by Protestation not Confessing or Acknowledging all or any of the Matters and things in and by the said Bill of Complaint Exhibited Charged alledged and set forth as and for Cause of Action or ground of Complaint Against them these Defendants or Against Either of them

to

to be true in Manner and form as the same are therein Exhibited
Charged Alledged and set forth against them these Defendants or
against Either of them but these Defendants say that the said Bill
of Complaint and all and Singular the Charges Suggestions and
Allegations therein Contained against these Defendants are
false Litigious Groundless Vexatious and unjust and that the
Said Complainant Either in his Capacity of Administrator to
the Estate and Effects of John Sykes Deceased and Unadminis-
-tred or otherwise hath not any just Cause of Complaint wherefore
to call these Defendants or Either of them in Question before this
Honble Court or before any other Court of Law or Equity for these Defen-
-dants say that very soon after the Decease of John Sykes at Madras
James Johnson then one of the Attornies of this Honble Court applied
for and Obtained Letters of Administration from the Kings
Ordinary and under the Seal of this Honble Court wherefrom he the
Said James Johnson became Vested with ample Power to Act and
did take upon himself to Act as Administrator of all and Singular
the Goods and Chattels Rights and Credits of the said John Sykes
Deceased that during such Administration and Power he the said
James Johnson as Administrator as aforesaid did send an Extract
of Particulars and Demand Payment from these Defendants of
Sundry Accounts and Outstanding Ballances then due and Owing
by them these Defendants to the Estate of the said John Sykes
Deceased a true Copy of which Particulars is hereunto Annexed
for the Inspection of this Honble Court and Prayed by these Defend^ts
to be taken and Admitted as part of this their Plea and Answer
And these Defendants further Say that some time after to Wit
on or about the Twenty first Day of July which was in the Year
of

of Our Lord One thousand Seven hundred and Eighty three he the
Said James Johnson did as Administrator of the said John Sykes
Come to a final Settlement Reckoning and Account with these
Defendants so far as Regarded the Claims due to the said Estate of
John Sykes Deceased and the said James Johnson did on his
Account Current bearing date at Fort Saint George on the Twenty
first Day of the said Month of July One thousand Seven hundred
and Eighty three Debit these Defendants the Amount of the
Respective Sums due to the Estate of the said John Sykes as will
fully Appear by a true Copy of the Account Current by the said James Johnson
in his Proper hand Writing duly Subscribed hereunto Annexed for the
Inspection of this Honble Court and which these Defendants Pray may
be taken and Admitted as part of this there Plea and Answer since the
Day of the Date whereof the Ballance then due by these Defendants
having been fully paid and Discharged and all and every Article or
Charge on the Debit side on the said Account Current fully and legally
Cleared off and Satisfied, these Defendants do Plead the said Account
Stated and Payment to the said James Johnson on Bar to the said
Complainants Bill of Complaint and Account thereunto Annexed
and to all and Singular the Charges Suggestions and Allegations in
and by the said Bill made and Exhibited against these Defendants
or Against Either of them and humbly Demand the Judgement
of this Honble Court thereupon these Defendants not Wawing or
departing from the said Plea but wholly Relying and humbly
insisting thereupon and on every part thereof by way of Answer
to the Rest or Residue of the said Bill of Complaint say that they or
Either of them are not Indebted unto the said Complainant as
Administrator of John Sykes Deceased in the Sum of three
hundred and Eighty One Pagodas thirty One fanams Current
Money

Money of Madras or One hundred and fifty two Pounds fourteen Shillings Sterling Money of Great Britain as is unjustly stated Alledged and Charged in and by the said Complainants Bill of Complaint and Account thereunto Annexed or in any other Sum or Sums of Money for or upon any Account dealing Negociation matter or thing whatsoever And these Defendants Do further say that since the said Compl.t hath obtained Letters of Administration of the Goods and Chattels Rights and Credits of the said John Lykes Deceased and which are or were on the Death of the said James Johnson Unadministred these Defendants are and have always been Ready and Willing to Shew their Accounts and Satisfie the said Complainant in every Reasonable and just Demand, and that the Present Suit is Commenced Against these Defendants without any Ground Just Cause or Pretence and Contrary to Reason Law or Equity with an Apparent intent to injure and Harrass these Defendants unjustly and Vexationsly

All which matters and things these Defendants are Ready and willing to aver maintain and Prove as this Hon.ble Court shall direct and humbly Pray to be hence dismessed With their Reasonable Costs and Charges in this behalf most Wrong fully Sustained

John Leathem

Sworn to before me by John Leatham One of the within Named Defendants this 3.d Day of May 1784

John Menzies
Mayor

Edward Ellis
Att.y for the Defend.t

Mess.rs Leatham and Mackintosh

To the Estate of the late Mr John Lykes Dd

To the Amount of Proportion of Costs in the Cause Yourselves Against Mr Ellis	23	"	"
To Do house Rent for three Months	105	"	"
Do of Your Bill Against Captain Joseph Smith	6	24	"
Do Do Against John Ried	128	7	"
Do for Probate of the Will of Micheal Fennell	29	25	"
Do Bill Fennell vers Mandevelle	18	12	"
Do Mr Fennell	1	18	"
Do Do	1	18	"
Do Do	1	18	"
Do Do	1	18	"
Do Do	3	"	"
Do Do	1	18	"
Do Do	1	18	"
Pagodas	323	2	"

A true Copy

Edward Ellis
Attorney for the Defend.ts

Dr. Mrs. Southam and Mackintosh in Account Current with James Johnson Esqr.

1784						
June 24	To Cash Paid Sundries as Vouchers No. 1 to 52	£	15	"	"	
	To Ditto Paid Sundries as Vouchers No. 53 to 82		3	"	"	
	To Ditto Paid Mrs. Mackintosh's Account		31	"	21	"
	To Ditto Paid Mrs. Mackintosh's Account		6	"	"	
	To Ditto Paid Mrs. Southam's Account		350	"	10	10
	To Ditto Paid Sundries as Vouchers No. 83 to 100		2	"	"	
	To Ditto Paid Mrs. Mackintosh's Account		118	"	11	"
	To Ditto Paid Mrs. Southam's Account		265	"	14	10
	To Ditto Paid Sundries as Vouchers No. 101 to 120		55	"	9	"
	To Ditto Paid Mrs. Mackintosh's Account		1	"	21	"
	To Ditto Paid Sundries as Vouchers No. 121 to 180		270	"	"	
	To Ditto Paid Mrs. Southam's Account		85	"	9	6
	To Ditto Paid Mrs. Mackintosh's Account		101	"	18	"
	To Ditto Paid Sundries as Vouchers No. 181 to 200		180	"	"	
		£	2182	3	3	
	By Ballance		137	"	14	"
	Errors Excepted	£	2320	"	"	

Errors Excepted 1st May 1784. James Johnson

Signed in the Presence of Thos. Cox Edwards Mrs Attorney for the Defendt

Signed - 232a. "

Fort Erie 1st May 1784

Filed 29th June 1784

The Replication

of Shimgaah of Madam Dubach Administratrix to the Goods and Chattles Rights and Credits Shee administered & and Late the property of Johan Lyker Deceased to the Joint and Separate Plea and Answer of John Leathem and Angus Mackintosh of Fort St George Partners Traders and Dealers

The said Replicant now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Errors Uncertainties and Insufficiencies in the Defendants said Plea and Answer contained for Replication thereunto Saith that all and Singular the Matters and things therein contained are not true certain and Sufficient in the Law to be Answered unto in such manner and form as the same are therein and thereby Alledged and Set forth and that the Plea and Answer of the Defendants are wrong Untrue Evasive and insufficient and for further Replication to the said Plea and Answer of the aforesaid Defendants he the said Replicant says that this Bill of Complaint as Administrator aforesaid is in no Shape Litigious Groundless or unjust but on the Contrary the said Bill of Complaint is proper and just and proper and as a fair and Equitable Ground the said Replicant further Says that Inasmuch as that James Johnson did in his Lifetime Obtain Letters of Administration to the Estate and Effects of the late Johan Lyker Deceased by reason whereof he did possess himself of sundry Effects of the said Deceased and the same has Squandered away to the Great prejudice of the Deceased Creditors his Children and Relations But the Papers Books of Accounts Bills or Debts Securities were left

in Possession of the Repliant for the better Management of the same the Repliant being the Head Dubash of John Sykes and Entrusted With the Management of his Affairs that many Advantages were taken of the Turn and Temper of the said James Johnson whereby many Persons who were Debtors to the said John Sykes availed themselves and by contrivance discharged themselves under Various pretences from Demands that were Really due and Owing to the Estate of the Said John Sykes and this in a Very Clandestine and Secrate Manner, in this Situation are the Defendants who were Debtors to the said John Sykes in his lifetime and who meant to take this Undue Advantage of the said James Johnson by pretending to Sett off their Demands they had on the said James Johnson Against the Demands the Estate of John Sykes had on them, being for the Amount of Fees due from the said Defendants which mode of Acting and doing the Repliant Says is contrary to Equity and Justice, for in the first Place If the Copy of the Extract as Annexed to the Defendants Plea and Answer, is a true Copy, the Original of said Extract must be entirely wrong and Drawn up by the Defendants themselves in the Office of the the said James Johnson, from such Memorandums they were in Possession of, and from the information they procured from the Writers this Honble Court will Please to Observe that no Name or Date is Affixed to this Nugatory Writing to Course as the Repliant is Advised, it is no persons Act or Deed, but the Real fact is that Application was made to the Repliant and the Writers of John Sykes for Account of Particulars that the Defendants stood Indebted to the Esatate of John Sykes and the Account was Drawn out by one of Mr Sykes's Writers, but the Vouchers remained with the Repliant, the Repliant further Says to the Account Current as Annexed to the Defendants Plea and Answer, that no part of what belongs to John Sykes Estate should be

be Settled, and the Respective Accounts for the duly Signed and Attested and Delivered over unto the said Defendants, but so far from this being the Case, that the Original Bills are and have been in the Repliants Possession a long time before the Decease of the said James Johnson, the Repliant having been the Dubash of the said John Sykes in his life time, and after his Decease Continued to Serve James Johnson in that Capacity in the Affairs of the said Deceased John Sykes only, whose Affairs were in a great Measure left to the Management of the Repliant who Says that he is Very certain, that the Original Account Current said to be in Possession of the Defendants, is a Spurious Account Current, drawn up by themselves or One of their Writers, and Ungenerously procured to be Signed by the said James Johnson at a time perhaps when he was much indisposed, and did not know what he Set his Name to, and this is Very obvious from the Original Vouchers remaining in the Repliants Custody Some of which were Signed by the said John Sykes and by him given to the Repliant for the purposes of getting the Amount Paid the Repliant further Says, that this Account Current was fabricated by the Defendants themselves without Examining the Vouchers, and without the Privity or Assent of the Repliant, who remained entirely ignorant of this pretended Transaction between the Defendants and James Johnson, untill the Day in which the Defendants filed their Answer, Notwithstanding the Repliant had frequently by Order of the said James Johnson Demanded Payment of the Amount of the Several Bills, and as often put off by many frivolous Excuses, the Repliant further Says, that Since the Decease of the said James Johnson, he as Administrator to

to the Effects Unadministered of the aforementioned Lobon Lykee, did Send the Several Bills and Demanded Payment, to which no Objection was made by the Defendants, but Requested that they might take a Copy of the said Bills which was allowed of. The Rejoinant further Says, that the Defendants were perpetually Plaguing the said James Johnson for Money on Account of some Pretended Sales of Goods, taken from their Shop at the Prices of which the Rejoinant Says, he Verily believes the said James Johnson Never knew, as no person belonging to the said James Johnson, ever saw One of the Pretended Bills as Charged on the Credit Side of the Account Current Annexed to the Answer of the Defendants, some of these Bills being made out for Sundry Articles previous to the Death of the aforementioned Lobon Lykee, which happened on November One Thousand Seven hundred and Eighty Two, The Rejoinant further Says and begs leave to make a few Observations on the Account Current, First the Two Sums of Fifty Pagodas and Eight Eight Pagodas, they are for Articles belonging to the Estates of the late Dawsonne Drake, Secondly, the Sum of Six Pagodas as Four hundred and forty, as the Amount of an Order on Mr Cotton & Barnett, that Sum is part of the Estates of Lobon Lykee, as the Amount Purchase of a House belonging to the said Deceased pretended to have been made by James Johnson though no Bill of Sale has as Yet been made, Thirdly Two hundred and Sixty Two Pagodas and Thirty One fanams the Estate of Mr Lykee for Sundries as p Bill, this Original Bill Signed by the said Lobon Lykee in his Lifetime and some by James Johnson as his Administrator, are and have been Always in Possession of the Rejoinant, and is part and Parcell of the Estates of the said Lobon Lykee, Fourthly Fifty Nine Pagodas and Sixteen fanams as Debt due from John Leathers on Account of the Estate of Michael Kennell to Lobon Lykee

Lykee, the Rejoinant Says, this Sum is for Account of Two and the Original Bill as Signed by Lobon Lykee are and have always been in the Rejoinants Possession the Sum of One Thousand and Five hundred Pagodas as the Amount Set of Bills that Business Originated in the Yearly Cashes of the said Lobon Lykee, but the same is determinable in a manner in which the Account Current is Unknown to the Rejoinant Says, the Numerous and Clerkway of Expression, so every Dawnings, and the Unmercantile way of Entering as Observed by the said James Johnson the like Stile made of Writing, all Corroborates and renders the Rejoinant to Expressly Say and Charge that this Account Current was by the Defendants themselves or their Writer, Dowanings and Unfair Advantage taken of the said James Lobon Lykee, and in preparation for a most undoubtedly the said Defendants would have called for the Vouchers, The Rejoinant further Says, it Appears further as an Inaccurate Account, that no Dates are Affixed to the several Debts and is a further Proof of the Yearly Conduction and the Manner of proceeding this Account to be Signed, The said Rejoinant further Says he Knows that the said James Johnson did on the Twenty first Day of July One Thousand Seven hundred and Eighty three, or on any other Day as the Administrator of Lobon Lykee Came to a final Settlement Reckoning and Account with the same to be a final Settlement of the Claims due to the Estates of Lobon Defendants, so far as Regarded their Claims due to the Estates of Lobon Lykee, as is Very Evident by the Original Bill being in Possession of the Rejoinant, if so then the Rejoinant Says that the said James Johnson has Set his Name to the Original Account Current, but that it was done in his Private Capacity as James Johnson and not as the Administrator of Lobon Lykee, who Ought to have been done as the whole Amount of the Debit Side, Save Fifty Eight Pagodas and Nine fanams the said Lobon Lykee Effects the Rejoinant further Says, he Cannot Admit of the said Defendants Paying the Ballance to the said

Said James Johnson by Transfer, or otherways, And lastly the Repliant Sayd he denies the Defendants were ever Ready to produce their Accounts either with the Estate of the said John Sykes or with him the Repliant as Administrator to his Estate and Effects, and that the first time the Repliant Could get a Sight of their Account, was at the time the Repliant took a Copy of the Plea and Answer out of the Registery of this Honble Court The Repliant further Says, he Submits it to the Consideration of this Honble Court, whether the mode and manner of the said James Johnson Signing his Name to this Account Current can be a Sufficient Acquital of the Defendant from the Demands the Repliant as Administrator to John Sykes's Estate has on them, for Bills of Fees not given up to them, or ever required, And whether the Account Current so made up by the Defendants and Signed by James Johnson can in any Degree Debarr the Right of Action the Repliant as Administrator to John Sykes's Estate has against them, more Especially as the Defendants are still in Possession of the Sundry Bills the Amount whereof are Carried to the Credit of the Account Current in Question the Repliant further Says as he is Advised that this mode of Setting off one Debt Against another, Cannot in Equity be Admitted of because the Administrator holding the Property of Another, and in Trust for Creditors, that is to Say, in Anter Droit, is not Allowed to be Set off in Payment of his own Private Debts as is Evedent from the Statute of Setting off Mutual Debts which does not Extend to Executors or Administrators and Assigns, as has been Adjudge in the Court of Kings Bench, where an Action was brought by the Assignees of a Bankrupt for Goods Sold to the Defendant, who Pleaded that the Bankrupt was Indebted to him before his Bankruptcy and wanted the same to be Set off against the Assignees, but the Court held that these Could Never be Considered as Mutual Debts for where there are Mutual Debts

Debts there must be Mutual Remedies, which was Not the Case in this Action, the Repliant Says the Present matters in Difference are Similar for the Defendants were Debtors to the Estate of John Sykes and James Johnson Debtor in his Private Capacity to the Defendants, and in Case of any litigation they Could not be brought in Competition One with the other as they are not Mutual Debts

All Which Matters and things the said Repliant is Ready and willing to Verify maintain and prove as this Honble Court shall Direct and Humbly Prays as in and by his said Bill of Complaint he hath Already Prayed

Chas. Bromley
Attys for the Repliant

Filed 10th Augt 1784

The Rejoinder of John Leatham and Angus Mackintosh of Fort Saint George Merchants and Copartners Defendants to the Replication of Ninapah of Madras Dubash Administrator to the Estate and Effects Rights and Credits Unadministred and late the Property of John Sykes formerly of Fort Saint George Deceased Complainant

These Defendants now and at all times hereafter saving and Reserving unto themselves all and all Manner of benefit and Advantage of Exception that may be had or taken to the many Errors, untruths, impertinencies uncertainties and

and Manifest Insufficiencies and Imperfections in the Complainants
Said Replication Contained for Rejoinder thereunto or unto so much
thereof as they these Defendants are Advised is material or Necessary
for them to Rejoin unto they these Defendants Do Rejoin and Say their
Plea and Answer to the Repliants Bill of Complainant 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 Complainant is very uncertain
impertinent, Evasive, and insufficient and these Defendants
further say that they and Each of them absolutely Deny that the
Complainant Either as Administrator of the Estate and Effects unad-
ministered of the late John Sykes Deceased or otherwise hath any
Right of Action whatever Against them these Defendants or against
Either of them for or by Reason of the Premises or upon any matter
Suggested or charged in the Complainants said Bill of Complaint
and Endeavoured to be Supported in and by his Said Replication
But that the said Action is unjustly and Litigeously Commenced
and prosecuted against them these Defendants to hurt injure
harrass and Aggrieve them Contrary to all Reason Justice or
Equity these Defendants for further Rejoinder thereunto say that
whether James Johnson as Administrator to the Estate and Effects
Rights and Credits of John Sykes Deceased Acquitted himself of
the trust Reposed on him to the Satisfiction of the Creditors the
Children and Relations of the Deceased, is not for them to Answer
unto It is Sufficient for these Defendants in their humble opinion
to prove that he the said James Johnson was in his Life time the
Legal and immediate Representative of the Deceased John Sykes
to whom these Defendants or any other Creditor of the Deceased
were

Were Answerable, and these Defendants Positively Aver and say that the
now Complainant Ninapale Moodelliar formerly Dubash to the Deceased
John Sykes, was from his frequent Applications to these Defendants for
that Purpose the principal cause of the Settlement made by and between
these Defendants and the said James Johnson Deceased and who in his
Life time was the Administrator and Legal Representative of the said
John Sykes and these Defendants say that as for the Books of Account
Papers Bills for fees Signed &c. being in the Possession of the Complai-
nant is by no Means Surprizing to them, He the Complainant having
Made Demands on others as well as these Defendants who had before
Paid off and discharged the very same Demands to James Johnson the
Administrator in his Life time These Defendants further say that
their Settlement with James Johnson in his life time as the Sole
Administrator to the Estate and Effects of John Sykes Deceased
and also on his own Account was done in an open fair and
honest Manner and as these Defendants Verily believe with
the knowledge if not by the Advice of the now Complainant
Notwithstanding any thing the Complainant hath so Scanda-
lously and unjustly insinuated and Charged in his said
Replication to the Contrary nor were any undue means practi-
sed by these Defendants in that Secret and Clandestine manner
Which the Complainant hath so Casely and ungenerously
Charged Against them in his said Replication every Transaction
of these Defendants were honest and openly done and Transacted
With the said James Johnson touching and Regarding the
Several Matters and things in Question in such a manner that
they these Defendants doubt not but will Sufficiently Acquit
them these Defendants from all undue Practises fraudulent
intentions

intentions or false means before this Honble Court and to the World and these Defendants further say that as to what the Complainant pretends, and state in his Replication (where he says) for in the first place if the Copy of the Extract as Annexed to the Defendants Plea and Answer is a true Copy, the Original of the said Extract Must be Entirely wrong and drawn up by the Defendants themselves in the Office of the said James Johnson from such Memorandums they were in Possession of and from the Information they Procured from the Writer the Same is unaccountable to these Defendants and as these Defendants are Advised informal and irregular in Pleading as well as Scandalously and impertinently introduced, these Defendants say that the Original was left with them Either by the now Complainant or some One under him from the Office of the said James Johnson but these Defendants positively say that the said list of Accounts was often produced to them by the now Complainant Ninapah Moodelliar in his station or Capacity of Dubash and that Several matters were Objected to by these Defendants and Accounted for how settled so as to leave the Original with several Remarks and Crosses upon it from the knowledge of which these Defendants suppose that he the said Complainant hath Artfully drawn the foregoing Exceptions and Yet Afterwards Conclude his Observation thereon that for want of the being signed or Attested by some Person Interested it stands for Nothing these Defendants Admit the Latter Remark only reserving the Corroborating Matter as Corresponding with the Charges in the Account Current made Against them these Defendants by the said James Johnson in his Life time as the Administrator of the Estate and Effects of John Lykes Deceased in which said Account

Account Current the whole and every part of the Charges made in the Complainants Account and Annexed to his Bill of Complaint are inserted and fully discharged by the said James Johnson for good and Valuable Considerations and these Defendants say that they will in due time prove to the satisfaction of this Honble Court that they these Defendants have at Sundry times paid in Ready Money to the said James Johnson the full sum due and Owing to the Estate of John Lykes Deceased whether for Fees or otherwise and which the Complainant must in his Conscience well know, and that his detaining the Bills with Receipts, was done with an intent if Possible to defraud these Defendants and force them to Pay over again the Money which they have before paid contrary to Justices or Equity — And these Defendants further say that the said Account Current was made out by James Johnson the Sole Administrator of John Lykes Deceased or by some Person immediately under his Order and directions and as these Defendants believe with the knowledge of the now Complainant for these Defendants aver and will in due time prove that the said Account was produced to them by James Johnson himself who at the same time declared in the presence of Several Credible Persons that he had given Orders to Ninapah (meaning the Now Complainant) to deliver up to them these Defendants all Bills and Vouchers as Regarded the charges in the Account Current stated and to Receive such from these Defendants as Regarded him the said James Johnson Either on his own private Account or as Administrator of the said John Lykes Deceased at the same time he the said James Johnson Pressed these Defendants

Defendants for Cash saying that his People had been Negligent and unsuccessful in Collecting in Cash when these Defendants Advanced him the said James Johnson Two hundred Pagodas Some Days after to wit on or about the Twenty first Day of July which was in the Year of Our Lord One thousand Seven hundred and Eighty three he the said James Johnson made a further Application to these Defendants for a further Sum of Two hundred Pagodas and asked these Defendants if the Account Current was Right to which these Defendants or One of them Replied that they Believed the same was Right but Added that the Bills of Particulars and other Papers were not sent to them, when he the said James Johnson declared it was the omission of Ninapah the now Complainant who would Act as he pleased himself however observing if the Account was Right he would Sign the same which would be a good and Sufficient Receipt for them these Defendants Against any other Demand, and these Defendants say that the said James Johnson took the Account Current Copy of which is Annexed to their said Plea and Answer and Signed the same and delivered it back to these Defendants or One of them in the presence of Several Credible Witnesses observing that the Ballance alone would Not do for him then he must have Two hundred Pagodas to Answer a Pressing Demand, but these Defendants not having so much ready Money in the House at that time, left the Ballance as it Appears but Advanced the Money Required by the said James Johnson in a Day or two after and which hath since been Accounted for Nor had these Defendants or Either of them Any Doubt but that the Receipt of the said James Johnson was good

Good Sufficient and Effectual Against any other Claim or Demand whatsoever for they these Defendants had too good an opinion of the Integrity and honour of the said James Johnson to Admit a Suspicion of his Deceiving them or Requiring them to pay a Debt which he was not Authorized forthy and Legally to Discharge them from the Signing of Accounts Current these Defendants Are informed and Verily believe is an Admission and full Acknowledgement of Satisfaction and in this Country is and for time immemorial hath been observed and followed and as the Same was made to them under the Signature of the said James Johnson then the known and declared Sole Administrator of all and Singular the Estate and Effects Rights and Credits of the said John Lykes Deceased it was Indifferent whether he made the Addition of Administrator or not in which Capacity he was known by these Defendants to be Licensed or fully Authorized by this Honble Court under whose Sanction he was Acting in the Premisses therefore the Competency of the Said James Johnson to Acquit discharge and for ever Release these Defendants their Heirs Executors or Administrator from all and every future or other Claim or Demand for the Same would have been as absurd and Ridiculous in these Defendants as the false Pleadings and Needless Repetitions of the now Complainant must Appear in his said Replication As for what the Complainant states Regarding mutual Debts these Defendants are Advised is wrong and a forced or Implied Construction of the Statutes Either of the Second of George the Second Chapter the Twenty Second or the Eighth of George the Second Chapter the Twenty fourth which Enact that

that where there are mutual Debts between the Plaintiff and Defendant one Debt may be set Against the other and Either Pleaded in Bar or given in Evidence upon the General Issue at the Trial which Debt shall operate as Payment and Extinguish so much of the Plaintiffs Demand Nor is there any Prohibition or Restriction in the said Statutes or Either of them Respecting Executors or Administrators as well Appears from the words of the said Statutes Viz^{t} and be it further Enacted by the Authority aforesaid that where there are mutual Debts between the Plaintiff and Defendant or if Either party Sue or be Sued as Executor or Administrator where there are Mutual Debts between the Testator or Intestate and Either Party, One Debt may be set Against the other which Clause or Section of the said Act of Parliament is Confirmed and made Absolute and Perpetual by the fourth Section of the Twenty fourth Chapter of George the Second in the following words Viz^{t} and whereas the Provision for setting mutual Debts one Against the other, is highly Just and Reasonable at all times Be it therefore further Enacted by the Authority aforesaid that the said Clause in the said first Recited Act for setting Mutual Debts One Against the other, shall be and Remain in full force for Ever

Lastly These Defendants Say that all and Singular their Transactions and Negociations by and between James Johnson in the Life time of the Sole Administrator of John Lyles Deceased and These Defendants having been done and Passed in full Faith and Confidence of his Integrity and honesty they These Defendants Doubt not but this Honble Court will Dismiss the Bill and Proceedings of the Complainant against

These these Defendants with Exemplary Costs to be Paid out of the Effects of the Complainant for his Litigiousness, and as for any other matter or thing in the said Replication contained to which These Defendants have not fully and Particularly Rejoined unto they these Defendants Say that the same is and are Immaterial Impertinent and Insufficient for these these Defendants to make any other or further Rejoinder thereto

All which Matters and things these Defendants are Ready and willing to aver Maintain and Prove in such Manner and Form as this Honble Court shall Direct and Humbly Pray as in and by their Plea and Answer they have Already Prayed

Edward Ellis
Attorney for the Defendants

Witness Domingo Johnson

Interrogatories to be Administered to Such Witnesses as shall be Produced Sworn and Examined in a Certain Cause Depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein Ninapah of Madras Dubash Administrator to all and Singular the Goods and Chattles Rights and Credits Unadministered to and late the Property of John Sykes Gentleman Deceased and late One of the Attornies of this Honble Court Complainant And John Leathem and Angus Mackintosh of Madras Partners Traders Dealers and Chopmen Defendants

On the Part and behalf of the Complainant

Interry. 1st Do You know or do You not know the Parties Complainant and Defendant in the Title of these Interrogatories Named if Yea how long have You so known them or either and which of them Declare

Domingos Johnson. 2^d Do You know or do You not know whether the Above said Complainant was or was not the Head Dubash of the late Mr John Sykes in his lifetime, and whether he the said Dubash did or did not Transact and Manage all or the greatest part of the said John Sykes's Law Affairs and keeping, Paying and Receiving the Several Bills of Fees and other Law Charges and whether the whole of his the said John Sykes Account were not under the Management and Care of the said Complainant, if Yea Set forth How You came Acquainted therewith to the best of Your

Your knowledge Remembrance and belief

Ditto. 3^d Did or did not the above said Defendants or one of them and which apply unto You for a Copy of the Account for Fees due to the late Mr John Sykes if Yea did You or did You not give him or them a Copy of the same and for what purpose did You so give the same and was or was such Account Signed by the aforementioned James Johnson Do You know or Do You not know who Drew out the Original Account Current a Copy of which is Annexed to the Plea and Answer of the Defendants if Yea Set forth the Name of the Person that so Drew out the said Account Current and how You became Acquainted therewith and whether the said James Johnson did Set and Subscribe his Name to the Said Original Account in Your presence or how otherwise Particularly Declare to the best of Your knowledge Remembrance and belief Look on the Exhibits N° 1. 2. 3. 4. 5. 6. 7. & 8. Now produced and Shewn to You at this the time of Your Examination, Do You know or do You not know whether all or any and which of them were in Possession of the said Ninapah the Complainant at the time of the Decease of the late John Sykes and also at the time of the decease of James Johnson mentioned in the Title of these Interrogatories and for what purpose were Such Exhibits given to the said Complainant and what Orders were given to him and whether You did know or have heard and been informed in the lifetime of the said James Johnson that the the said James Johnson had Settled with the Defendants in the manner Set forth and Shewn by them in the Account Current Annexed to their Plea and Answer and whether You and the Complainant did or did not believe and immagine that the Said Defendants Stood indebted unto the Estate of the aforementioned

tioned John Lykes to the Amount of the Several Exhibits before Produced and Shewn to You at this the time of Your Examination and whether You have or have not heard the said Complainant Express himself to that or what other Effect and Do You know or Do You not know or have heard whether any and what Application have been made by the said Defendants unto the said Complainant for the Several Exhibits and whether You have heard and do know of any Order were given by the said James Johnson to the said Complainant for to Deliver the said Severals Exhibits unto the said Defendants or their Orders the whole that You know touching or Concerning this Interrogatory to the best of Your knowledge Recollection and belief Particularly Set forth and Declare

4th Do You know of any other Matter or thing or have You heard, or Can You Set forth any thing touching the matters in Question, in this Cause, that may tend to the benefit or Advantage of the Complainant. If Yea Declare the same as You know have been informed or do believe, together with the Reasons of Such Your belief as fully as if You had been thereunto Particularly Interrogated

Chas. Bromley
Attorney for the Complainant

Messrs. Leathem and Mackintosh — Dr.

To House Rent from the 2d Septr. to the 2d Octr. is One Month Pag. 35

Madras
2d Octr. 1782

E. E. John Lykes

This Exhibit Marked No. 1. was shewn to Domingo Johnson at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Ninapah is Complainant and John Leatham and Angus Mackintosh are Defendants on the 11th Day of November Anno Domini 1784

Oliver Colt
Examiner

Messrs. Leathem and Mackintosh — Dr.

To House Rent from the 2d Octr. to the 2d Novr. is 1 Month Pag. 35

Madras
2d Novr. 1783

E. E. James Johnson
for Mr. John Lykes

This Exhibit Marked No. 2. was shewn to Domingos Johnson at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Ninapah is Complainant and John Leatham and Angus Mackintosh are Defendants on the 11th Day of Novr. Anno Domini 1784

Oliver Colt
Examiner

Messrs. vs John Leathem and Angus Mackintosh Dr

To House Rent from the 2d Nov.r to the 2d Dec.r is 1 Month Pag.e 35...

a 13 Rs. .....

Madras
2d Dec.r 1782

E. E. James Johnson
Admin.r of J. Sykes

This Exhibit Marked No. 3. was shewn to Daminger Johnson at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Hon.ble the Mayors Court at Madraspatnam wherein Ninagopaly is Complainant and John Leatham and Angus Mackintosh are Defendants on the 4th Day of Nov.r Anno Domini 1784

Oliver Colt
Examined

Messrs. vs Leathen and Mackintosh Dr

To House Rent from the 2d December to the 8th January 1783
1st Month and 6 Days @ 35 Pags. Pag.e 52...

Madras
8 January 1783

E. E. Ninanah Agent to the late
Mr. Sykes Estate

This Exhibit Marked No. 4. was shewn to Daminger Johnson at the time of his Examination before me on the Part of the Complt. in a Cause depending in the Hon.ble the Mayors Court at Madraspatnam wherein Ninagopaly is Complainant and John Leatham and Angus Mackintosh are Defendants on the 4th Day of November Anno Domini 1784

Oliver Colt
Examined

Messrs. vs John Leathem and Angus Mackintosh Defts. vs John Rod.

1781			
February	9th	To Entry Fee	1 - -
		To Attend.e Receiving Instructions about Bill of Complaint	9 -
		To Drawing Bill of Compt. with Marginal Abstract Annexed 3 Sides	3 - -
		To Attend.e ordinary Client about this Business	9 -
		To Do. Engd Account Signed	9 -
		To Writing a Letter Demanding Payment	1 - -
		To Attd.e Receiving his Answer	9 -
		To Do. Communicating My Client	9 -
		To Do. Receiving further Instructions to file Bill	9 -
		To Do. to File Bill	9 -
		To Do. Praying Summons	9 -
		To Do. to get Summons and get it Signed 18/-	27 -
		To Do. to Enquire about Subpoenas 8/-	9 -
		To Do. When Summons Returned Served Defendant Appeared no Bail Prayed a Warrant of Arrest	9 -
		To Do. to get Warrant of Arrest and get it Signed 18/-	27 -
		To Do. Receiving Letter of Mr. Leathem about this Business	9 -
		To Writing a Letter in Answer thereto	12 -
		To Attd.e to Enquire about Bail	12 -
		To Drawing Affidavit	1 - -
		To Attd.e when Bail Agreed	9 -
		To Do. to Acquaint my Client	9 -
		To Do. When Prayed a Day to Answer and to Serve Rule	12 -
		To Do. Ordering Client about this Business	9 -
		To Do. Mr. Brumley to know whether Leathem & Mackintosh not	9 -
		To Do. When Answer filed	9 -
		To Do. when Sworn to	9 -
		To Do. to Acquaint my Client	9 -
		To Do. to get Copy of Answer	9 -
		To Do. Receiving Copy of Answer from the Register	9 -
		To Making Copy of Answer for my Client to Perusal 5 Sides	2 - 12 -
		To Attd.e to Do. my Client	9 -
		To Attd.e Perusing Do. & Considering &c.e	1 - -
		To Attd.e Receiving Instructions for Reply	9 -
		To Attd.e Receiving Copy of Interrogatories for Reply	12 -
		To Do. when Prayed a Rule to Reply and to Serve Rule	4 - -
		To Drawing Special Reply 5 Sides	12 -
		To 2 Attd.es Perusing and Altering Same	4 - -
		To Copy of Reply for my Client to Perusal	9 -
		To Attd.e with Do. my Client	1 - -
		To Attd.e Perusing and Altering Reply	10 -
		To Attd.e to file Reply and Record Do.	
		Carried Over	28 - 21 -

	Brought Over	28	21
To Attendce when Rejoinder filed			9
To Do to Acquaint my Client			9
To Do to get Copy of Rejoinder			9
To Attendce Perusing Do and Considering about Issue Joined &c		1	
To Attendce when Prayed that Issue may be and a Rule to Examine Witnesses and to Serve Rule on my Clients and Examiner			30
To Do When Prayed a further Rule to Examine Witnesses and to Serve Rule on my Client and Examiner			30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Attendce Perusing the whole Proceedings & Considering about Witnesses			
To Drawing Memorandum about Witnesses		1	
To Attendce when Copy ordered and the Materials for Interrogatories			9
To Drawing Interrogatories 3 Sides		1	18
To Copy of Do for my Clients Perusal		1	18
To Attendce to file Interrogatories			9
To Do to get Summons from the Examiners and get them Signed &c			27
To Do to Enquire about this Business			9
To Do When Prayed a further Rule to Examine Witnesses and to Serve Rule			30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do Perusing Instructions about Additl Interrogatories			9
To Attendce Perusing Do		1	
To Drawing Addl Interrogatories 3 Sides		2	18
To Copy of Do for my Clients Perusal		2	18
To Attendce to file Do at the Examiners Office			9
To Do to get Summons and get them Signed &c			27
To Do to Enquire about this Business &c			9
To Do When Prayed a further Rule to Examine Witnesses and to Serve Rule on my Client and Examiner			30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
Carried Over		65	6

	Brought Over	65	6
To Attendce When Prayed a further Rule to Examine Witnesses and to Serve Rule on my Client and Examiner			30
To Do When that Attorney for the Defendant Praying Commission to Examine Witnesses			9
To Do When Prayed a further Rule to Examine Witnesses and to Serve Rule on my Client and Examiner			30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do	to Do	to Do	30
To Do Attend Examiner to Enquire about this Business			9
To Do When Prayed a further Rule to Examine Witnesses and to Serve Rule on my Client and Examiner			30
To Do When Certificate Filed and Depositions Returned to Court			9
To Do When Prayed a Exemption from Rule to Examine Witnesses and to Serve Rule on my Client and Examiner			30
To Do When Prayed a further Commission	to Do	to Do	30
To Do When Obligation passed and Reserve Rule			30
To Do When Depositions brought to Court			9
To Do to Acquaint my Client			9
To Do to the Examiner to get Depositions &c			9
To Do Receiving Depositions from the Court and from the Examr			18
To Attendce Perusing Do & Considering		2	
To Drawing Excepted Rules for the Witness from the Country have not Signed the Deposition		2	
To Copy of Do for my Client			9
To Attendce when Exceptions filed			9
To Do When Do Recorded			9
To Attendce About this Business		1	
To Attendce When Prayed that Cause may be Set down for hearing and to Serve Rule			18
To Attendce Perusing Bill Answer Reply Rejoinder and Depositions &c		1	
To Attendce when Cause Defered hearing and to Serve Rule			18
		83	30
To Cash paid for Summons		43	
To Do Warrant of Arrest		2 12	
To Do Copy of Answer		8 6	
To Do Copy of Rejoinder		3 18	
To Do Copy of Depositions		44	
		44 95	42 13
To Do Examiners fees			
	Madras 1 March 1830	Total	128 7

E. E. Ninjyanah Advocate
Mr Robinson Sykes Barrister

This Exhibit Marked N.o 5. Was shewn to Domingo Johnson at the time of his Examination before me on the part of the Complainant in a Cause depending in the Hon.ble the Mayor's Court at Madraspatnam and Lebun Leatham and Angus Mackintosh and Defendants on the 11th Day of November Anno Domini 1784.

Sliver Colt
Examiner

Mess.rs Leathem and Mackintosh Capt.n Jos. Smith Dr.

1780 November 11th	To my Fee	1	" "
	To Att.e Receiving Instructions about Bill of Complaint	"	12 "
	To Writing Letter Demanding Payment	"	18 "
	To Att.e Getting his Answer	"	12 "
	To Copy of the Notes of hand	"	18 "
	To Drawing Bill of Complaint	3	" "
	To Att.e Cutsory Clients about Do.	"	9 "
	To Do. Receiving Instructions to Stop the Business	"	9 "
	To Several Att.es about this Business &c.a	"	18 "
		6	24 "

Madras
1st March 1785

E E Pagodas

Ninyanah Admx. of Mr. John Lyhes Deceased

This Exhibit Marked N.o 6. Was shewn to Domingo Johnson at the time of his Examination before me on the Part of the Complainant in a Cause Depending in the Hon.ble the Mayors Court at Madraspatnam wherein said Ninyanah is Complainant and John Leatham and Angus Mackintosh and Defendants on the 11th Day of Nov.r Anno Domini 1784.

Sliver Colt
Examiner

Ninyanah Admx. of Mr. John Lyhes Deceased } Dr.
and Mackintosh Bail

1782 August 3	To My Fee Retainer	1	" "
	To Att.e Receiving Instructions about Watching proceedings Defendant Supposed to be dead	"	9 "
	To Do. Motion for a Commission	"	9 "
	To Do. Client Acquainting	"	9 "
	To Do. Receiving Letters &c.a	"	18 "
	To Do. Commission Returned not found Precept Prayed	"	9 "
	To Do. Acquainting Clients	"	9 "
	To Do. Receiving Notice of Precept being Served	"	9 "
	To Do. Registers Office for long Search about Proceedings and Writing Memorandum	2	" "
	To Att.e Considering about this Business	1	" "
	To Drawing Affidavit of Mess.rs Leathem and Mackintosh & Sides	1	" "
	To Copy Do. for Clients Perusal &c.a	1	" "
	To Letter with Do. Att.e &c.a	"	27 "
	To Drawing Aff.t of Anthony Jeremiah	1	" "
	To Do. Recommit Burton	1	" "
	To Do. about these Business &c.a	"	18 "
	To Do. With fair Copies of these of these Affid.ts to many Clients and desire them to attend at Court	"	18 "
	To Att.e about this Business &c.a before the Court Sat.	1	" "
	To Att.e when Precept Returned	"	9 "
	To Do. When Prayed Warrant of Execution against the Bail	"	9 "
	To Do. When Objected to	"	9 "
	To Do. When Order passed about Do.	"	9 "
		19	27 "

Madras
2.n Sept.r 1782

Pagodas

Ninyanah Admx. of Mr. John Lyhes Deceased

This Exhibit Marked N.o 7 was shewn to Domingo Johnson at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Hon.ble the Mayors Court at Madraspatnam wherein Ninyanah is Complainant and Lebun Leatham and Angus Mackintosh are Defendants on the 11th Day of Nov.r Anno Domini 1784.

Sliver Colt
Examiner

Messrs John Leathem and Angus Mackintosh Dr
Bail in the Cause Iyapoo Moodalear Vers Willm Hornsby

1782 August 21st	To My Fee on Appealing	5	"	"
	To Attce Receiving Instructions about Petition & Appeal	"	18	"
	To Do to get Order of Court	"	18	"
	To Copy of Do to keep with the Papers	1	"	"
	To Attces with my Client Mr Leathem about this Business	1	"	"
	To Drawing Petition and Appeal 19 Sides	19	"	"
	To Attces Perusing and Altering Do	1	"	"
	To Copy of Petition and Appeal for my Clients Perusal 19 Sides	19	"	"
	To Writing a Letter with Do to my Clients	1	"	"
	To long Attces Perusing Petition to Mr Leathem &c	1	"	"
	To Attce when Do Approved and Instructed of file	"	18	"
	To Fair Copy of the Petition and Examination &c	1	"	"
	To Attce on my Clients to get Money for to Lodge the Appeal	"	18	"
	To Do on the Clk of Appeals to file Petition	"	18	"
	To Do to See Notice of Appeals to file Petition be Recorded in the Minutes	"	18	"
	To Do on My Clients &c Speaking about this business	1	"	"
	To Writing a Letter to the Sheriff about the Appeal in Order to Stop the Execution	1	"	"
	To Attce to Enquire About this Business	"	18	"
	To Do Receiving Instructions to Withdraw the Appeal	"	18	"
	To Writing a Letter to the Clk of Appeals	1	"	"
	To Attce when Notice of Withdrawing brought to the Court	"	18	"
	To long Attces About this Business &c	1	"	"
	Pagodas	57	18	"

Madras
5th Septr 1782

E. E. Ninapah Admr of Mr John Lykes Deceased

This Exhibit Marked No 8 was shewn to Domingos Johnson at the time of his Examination before me on the Part of the Complainant in a Cause depending in the Honble the Mayor's Court at Madraspatnam wherein Ninapah is Complainant and John Leatham and Angus Mackintosh are Defendant On the 11th Day of Novr Anno Domini 1784

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Ninapah of Madras Dubash Administrator to all and Singular the Goods and Chattles Rights and Credits Unadministered to and late the Property of John Sykes Gentleman Deceased and late One of the Attornies of this Honble Court Complainant And John Leathem and Angus Mackintosh of Madras Partners Traders Dealers and Chapmen Defendants

On the Part of the Complainant

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

Domingos Johnson of Madras Writer Aged 26 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 11th Day of November 1784 Signified at the Office of Mr Edward Ellis who is Attorney for the Defendants by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st To the first Interrogatory this Deponent Saith, that he doth know the Complainant Ninapah in this Cause, and that he hath so known him fifteen Years or thereabouts and that he doth know the Defendts John Leathem and Angus Mackintosh in this Cause, and that he hath so known them five Years or thereabouts and more Saith not to this Interrogatory

2nd To the Second Interrogatory this Deponent Saith, that he doth know that the Complainant Ninapah in this Cause was the Head Dubash of the late Mr John Sykes in his life time, and that he the said Dubash did Transact

Transact and Manage all and every Part of the said Johns Lykes law
Affairs, and likewise kept, paid and Received the Several Bills of
Fees and other law Charges, and that the whole of the said Johns Lykes
Accounts were entirely under the management of the said Complt
and this Deponent Saith he knows these Particulars from being
in the Service of the said Johns Lykes, at the same time that the
Complainant acted as his Dubash and knows his Hand to the
Interrogatory

2d ..... To the Third Interrogatory this Deponent Saith that Johns Leathers
One of the Defendants Applied to him for a Copy of the Account for Fees
due to the late Mr. Johns Lykes, and that he accordingly furnished
him with a Copy of the same, in order that the said Defendant should
Examine the same and pay what Balance was due to James Johnson
the Administrator to the Estate of the said Johns Lykes deceased and
that the said Account was not Signed by the said James Johnson
This Deponent Saith that he believes that one Named Anthony
Jeremiah Minister to the Defendants was the Person who drew out
the Original Account Current a Copy of which is Annexed to the
Plea and Answer of the said Defendants, and this Deponent
knows for thinking so from having seen the said Anthony
Jeremiah frequently write, and having a good knowledge of
his hand writing. This Deponent further Saith that the said
James Johnson did Set and Subscribe his name to the said
Original Account but Trusts this Deponent to present cannot
this Deponent know at what Place, or what time the said Account
was so Signed, but has reason to think it was done at the House of the
said Defendants this Deponent further saith and knows nothing to
this the time of this Examination the Exhibits Marked Nos. 1. 2.
3. 4. 5. 6. 7. 8. that he knows that all of them were in the possession

the said Nunapah the Complainant at the time of the Decease of the
John Lykes, and also at the time of the Decease of the late James Johnson
Mentioned in the Title of these Interrogatorys and that Such Exhibits
were delivered to the said Complainant for the purpose of collecting
the different Sums that appeared by them to be due to the Estate of
the said John Lykes deceased This Deponent Saith that he never
knows, nor has ever heard, nor been informed that the said James
Johnson had Settled with the Defendants in the manner Set forth
and Shewn by them in their Account Current Annexed to their Plea
and Answer but that both he and the Complainant always believed
and Imagined that the said Defendants Stood indebted unto the
Estate of the aforementioned John Lykes to the amount of the several
Exhibits before produced and Shewn to him at the time of the time
of his Examinations, and that he shall be frequently heard the Complai
nant to express himself to that Effect. This Deponent further Saith
that he knows of no Application ever having been made by the said
Defendants unto the said Complainant for the several Exhibits.
Nor has he ever known or heard of any order whatever being given
by the said James Johnson unto the said Complainant for the Delivery
of the said several Exhibits unto the said Defendants, unto the said
Complainant for the several Exhibits nor has he ever known or
heard of any order whatever being given by the said James Johnson unto
the said Complainant for the Delivery of the said several Exhibits
unto the said Defendants or their Orders and more Saith not
to this or the last Interrogatory

Damongo Johnson

Sworn &c
Examined

Witnesses Names
Lieut.t Collonel
William Heating
Anthony Jeremiah

Interrogatories to be Administered to all such Witnesses as shall be Produced Sworn and Examined on the Part and behalf of the Defendants in a Certain cause now Depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam wherein Vineapah Moodelliar Administrators of all and Singular the Estate and Effects Rights and Credits which were of John Lykes Deceased and unadministered is Complainant and John Leatham and Angus Mackintosh of Fort Saint George Merchants and Coparterers are the Defendant

On the Part and behalf of the above Named Defendants

1st Interrogatory To all the Witnesses

Do You know or do You not know the Parties Complainant and Defendants in this Cause and in the Title of these Interrogatories Named did You know or did You not know John Lykes in his life time also in the Title of these Interrogatories Named If Yea how long have You so known them or Either and which of them Particularly set forth and the Truth Declare

2d Interrogatory To Lieut.t Collonel Will.m Heating & Anthony Jeremiah

Look at the Paper writing now Produced and Shewn to You at this the time of Your Examination Mayked with the Letter A. is the Name set and Subscribed thereunto of the Proper hand writing of the Late James Johnson One of the Attornies of this Hon.ble Court but Now Deceased or who Else If Yea do You know any thing Relative to

to the Charges made therein on the Debit side were they or were they Not Acknowledged to have been Satisfied by the late James Johnson as the Administrators of John Lykes Deceased as well as on his Own Account or, how otherwise and what Objections were made thereunto the whole of these matters set forth to the best of Your knowledge Remembrance and belief and the Truth Declare

3 Interrogatory To ... Do.

Do You know or do You not know if Mr. James Johnson in his Life time was the Sole Administrator to the Estate and Effects of John Lykes Deceased if not who was and who had a Legal Power to collect in Debt and Discharge Demands due to the said Estate of the said John Lykes Deceased the Truth Declare

4th Interrogatory To Lieut.t Collonel Will.m Heating

Was You or was You not ever and at what time Present when any Conversation Passed between the Deceased James Johnson and the Defendants or Either and which of them If Yea set forth the whole Purport and Tenor of such Conversation to the best of Your knowledge and Recollection and the Truth Declare

5th Interrogatory To Ditto ...

Was You or was You not Present when James Johnson delivered the Paper writing now Shewn to You at this the time of Your Examination Marked A. to the Defendants or to Either and which of them If Yea Was the said James Johnson Perfectly Sensible and Fit for Business at the time or was he caught unwarely, or when Intoxicated with Liquor, what Passed at the time the said Paper writing was delivered between the said James Johnson and the Defendants or Either of them did You at Such time understand that the said Paper Writing was an Account Current and with whom, And if the Contents were or were not Acknowledged to have been Satisfied and paid to the said James Johnson by himself or to whom the whole of these matters set forth and the Truth Declare

6th

6th Last Interrogatory for all the Witnesses — Do You know of any other matter or thing or have You heard or can You set forth any thing touching the Matters in Question in this cause that may tend to the Benefit or Advantage of the Defendants? Or declare the same as You know have heard or do believe together with the Reasons of your belief as fully and Particularly as if You had been thereunto Particularly Interrogated

Edward Ellis
Attorney for the Defendants

This Exhibit Marked A was shewn to William Keating and duly Sworn in at the respective times of their Examination before mentioned on the part of the Defendants in a Cause depending in the Hon.ble Mayors Court at Madras upon an Information Wherein Nuncupatively Mordellhai is Complainant and Johan Zacharias and Others Defendants on the 3.d Day of November Anno Domini 1784

Hiero Colt
Examiner

Mayors Court at Madraspatnam } Between Nuncupatively Mordellhai Administrator of all and Singular the Estate and Effects Rights and Credits which were of John Zachias Deceased and Intended Complainant and Johan Zacharias and Angus Mackintosh of Fort Saint George Merchants and Copartners Defendants On the Part of the Defendants

Depositions of Witnesses taken and there Sworn before the Examiner in the Court as follows

William Keating Lieut.t Colonel in the Honble Company's Service Aged 39 Years or thereabouts being produced and Sworn on the Holy Evangelists on the Part of the Defendants was on the 3.d Day of November 1784 Examined at the Office of Mr Charles Boundy whose Attorney for the Complainant Nuncupatively Mordellhai is also Clerk and Servant to the aforesaid Mordellhai and Place of Abode is Fort Saint George and Thereupon on the same Day being Sworn and Examined Deposeth as follows

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Nineapah Moodelliar in this Cause and that he hath so known him fifteen Months or thereabouts — and that he doth know the Defendants John Leatham and Angus Mackintoot in this Cause, and that he hath so known them four Years or thereabouts — And more Saith not to this Interrogatory —

2nd ..... To the Second Interrogatory this Deponent Saith, upon Shewing to him the Paper writing at this the time of his Examination Marked With the Letter A that he doth not know that the name Set and Subscribed thereunto is the proper hand Writing of the late James Johnson One of the Attorneys of this Honble Court but now Deceased this Deponent further Saith that he understands that the fifteen hundred Pagodas Set down on the debit Side of the Account now produced to him, was a Bill which this Deponent delivered to the Said James Johnson before his death for the Purpose of having it discounted and this Deponent further saith that Some time afterwards he heard from the said James Johnson, that the said Bill for fifteen hundred Pagodas was paid to the Defendants in this Cause, as so Much Money of what was due them by the said James Johnson in Some former Accounts this Deponent Saith that he was present at the House of the Defendants along with the said James Johnson when a Paper was produced which this Deponent Supposes to have been an Account Current, betwixt them and the said James Johnson and after Some conversation upon the Same both parties Seemed to the Satisfied And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, that he understood that Mr James Johnson in his life time was the Sole Administrator to the Estate and Effects of John Sykes Deceased, and that he had

a Legal Power to Collect in debts and discharge demands due to the said Estate of the said John Sykes — And more Saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that he was present when a Conversation was held by the said James Johnson and the Defendants but this Deponent doth not Remember the particulars thereof — and more Saith not to this Interrogatory —

5th ..... To the fifth Interrogatory this Deponent Saith, that he was present when James Johnson delivered a Paper Writing to Mr Leatham One of the Defendants and that the said James Johnson was perfectly Sensible and fit for business at the time he so delivered it This Deponent doth not Particularly Remember what passed between the said James Johnson and the Defendants or Either of them but that he understood the said Paper Writing was an Account Current betwixt them the Said James Johnson and the Defendants and this Deponent Saith he knows Nothing more of the Subject Required by this or the last Interrogatory —

W. Keating

Oliver Colt
Examiner

Mayor's Court at Madrastpatnam

Between Nineapah Moodelliar Administrator of all and Singular the Estate and Effects Rights and Credits which were of John Sykes Deceased and unadministered Complainant and John Leatham and Angus Mackintosh of Fort Saint George Merchants and Copartners Defendants

On the Part of the Defendants

Depositions of Witnesses taken in this Cause by And before the Examiner

Examiner in this Court as followeth

Anthony Jeremiah of Madras Writer Aged 25 Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendants was on the 5th Day of November 1784 Signified at the Office of Mr Charles Bromley who is Attorney for the Complainant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Nineapah Moodelliar in this Cause, and that that he hath so known him Six Years or thereabouts and that he doth know the Defendants John Leatham and Angus Mackintosh in this Cause, and that he hath so known them five Years thereabouts and more Saith Not to this Interrogatory

2nd ..... To the second Interrogatory this Deponent saith, on Shewing to him at this the time of his Examination the Paper writing marked with the Letter A. that the Name Set and Subscribed thereunto is of the proper hand Writing of the late James Johnson One of the Attornies of this Honble Court but now deceased this Deponent Saith he is Acquainted with the Charges made therein on the Debet Side of the Same Account and he knows that they Defendts Acknowledged themselves to have been Satisfied by the late James Johnson as the Administrator of John Sykes Deceased and likewise on his Account and more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, that he knows that Mr James Johnson in his life was the Sole Administrator to the Estate and Effects of John Sykes deceased and that he therefore had a Legal Power to collect in Debts and discharge Demands due to the Said Estate of the said John Sykes And more Saith not to this or the

last

Last Interrogatory

Oliver Colt
Examiner

Anthy Jeremiah

Mayor's Court at Madraspatnam } Tuesday the 5th Day of April Anno Domini 1785

Present

L.L. Philip Stowey Esquire Mayor
Edward John Hollond and Vincentio Corbett Aldermen

Mayor's Court

Between Nineapah of Madras Dubash Administrator to the Goods and Chattles Rights and Credits Unadministred Late the Property of John Sykes Gentleman Deceased and late One of the Attornies of this Honble Court Complainant and John Leatham and Angus Mackintosh of Madras Partners Traders Dealers and Chapman Defendants

Filed 10th December 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator David Young of Madras Merchant and the only Surviving Executor Named and Appointed in the last Will and Testament of John Whittle formerly of Madras Victualler Deceased Which said Will hath been duly Proved before this Honble Court and Probate thereof Regularly Obtained and the Right of Administration of all and Singular the Goods Chattels and Credits to the said Deceased John Whittle were by this Honble Court duely committed to Your Orator and One Edward Rylance also in the said Will an Executor Named but Since Deceased who before his decease made his will in writing and therein Appointed One James Sellers his Executor who is also deceased intestate, wherefrom the Burthen of Sole Executor to the said Estate and Effects of the said John Whittle Deceased Survivor and becomes Vested in Your Orator that John Leatham of Fort St George Merchant and the only Surviving Executor of Michael Fennell

Formerly of Madras Victualler Deceased Stands well and Truly Indebted unto Your Orator as sole Surviving Executor as aforesaid in the full and Just Sum of Three thousand Five hundred and Ninety Pagodas thirty five fanams and Sixteen Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One thousand four hundred and thirty Six Pounds and Six Shillings or thereabouts as will more fully and at large Appear by Copies of a Bond or Written obligation by the Said Michael Fennell duly Entered into given and granted by him the Seventeenth Day of May which was in the Year of Our Lord One thousand Seven hundred and Seventy four and an Account thereupon Arising and now due to Your Orator as Surviving Executor as aforesaid for the Inspection of this Honble Court and which are Prayed by Your Orator to be taken and Received as parts of this his Bill of Complaint the Originals being in Your Orators Possession Are Ready to be Produced before this Honble Court when Required Your Orator as Surviving Executor as aforesaid further Sheweth unto this Honble Court that Edward Rylance formerly of Madras Carpenter but now Deceased being also named and Appointed as an Executor in the Last Will and Testament of the said John Whittle Deceased together with Your Orator as aforesaid as will also Appear by Reference to the Said Last Will and Testament now of Record in this Honble Court He the said Edward Rylance did take upon himself as one of the Executors as aforesaid without the Advice or Previous Consent of Your Orator to have Appraised and Sold to Michael Fennell in his Lifetime Sundry Goods wares Stock in Trade and furniture Which were Parts of the Estate of the said John Whittle Deceased as

by

by a List of Particulars hereunto Annexed will more fully Appear, which said Goods wares Stock in Trade and furniture as aforesaid the Effects belonging to and Parts of the Estate of John Whittle aforenamed, were Sold unto the said Michael Fennell by the said Edward Rylance then One of the Executors of John Whittle Deceased for the Sum of Sixteen hundred and Sixty Nine Pagodas Twenty three fanams and Twenty four Cash Current Money of Madras — He the said Edward Rylance as One of the Executors of the said John Whittle Deceased taking the Bond or Written Obligation of the said Michael Fennell in Satisfaction for the same for the Principal Sum of One Thousand Six hundred Pagodas Current Money of Madras Payable in One Year from the Day of the Date thereof at Ten Per Cent per Annum and the small Ballance or remainder in Cash which said Bond or written Obligation of him the said Michael Fennell not being paid of or discharged Either in part or the whole at the time Limited Either to Your Orator or to Edward Rylance the other Executor then Living of John Whittle Deceased Your Orator as the Only Surviving Executor is Justly Entitled to the Interest upon the Principal Money of Twelve per Cent per Annum from the Day the said Bond or written Obligation became due and Payable as by the Condition of the Account hereunto Annexed will more fully Appear and Your Orator as the only Surviving Executor of John Whittle as aforesaid further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of and from the said John Leatham as the Surviving Executor of Michael Fennell of the said Sum of Three Thousand Five hundred and Ninety Pagodas thirty five fanams and Sixteen Cash Current Money of Madras —

But

But now so it is May it Please this Honble Court that the said John Leatham as the Surviving Executor of Michael Fennell Deceased Obstinately and Wilfully Refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator as the Only Surviving Executor of John Whittle as aforesaid therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said John Leatham may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things hereinbefore set forth and Alledged as fully truely Perfectly and Effectually to all Intents and Purposes as if the same Were hereagain Repeated and Particularly Interrogated and that he May be Decreed to Pay unto Your Orator as the Only Surviving Executor as aforesaid the said Sum of Three Thousand five hundred and Ninety Pagodas thirty five fanams and Sixteen Cash Current Money of Madras with all Interest that now is or shall hereafter become due thereupon also all Costs of this Suit —

May it Please this Honble Court to Cause the said John Leatham as Surviving Executor as aforesaid to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto 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 —

This Bill was Shewn to me in the Day of Adjournment
Let a Summons Returnable Next Court Day Issue
10th December 1784

John Menzies
Mayor

Edward Ellis
Attorney for the Compl^t

Copy of Account of Particulars from Edward Rylance to Michael Fennell

One Hogshead and One Dozen and Nine Bottles of Madeira Wine
Four Score Dozen and Four Bottles Claret
Five Dozen and Three Do Malaga Wine
One Do Port Wine and 8 Bottles
Thirty Three Do Bottles of Brandy
One Dozen and Four Do of Hock
Four Dozen and Six Bottles of Porter
One Do and Eleven Do of Mangus Shrub
Five Do and Three Do of Rum
Four Do of Jamaica Beer
Nine Dozen and Four Do of Arrack
One Puncheon of Rum
One Pipe of Madeira Wine
One Cask Containing 25 Gallons Arrack
One Case Containing Fourteen Bottles Geneva

One Silver Mug
One Coffee Pot
Five Salvers
Four Salts and Spoons
One Soup Spoon
Twelve Table Spoons
One Punch Strainer
Twelve Tea Spoons
One Marrow Spoon

27 dwt
Silver 12 9 9
Total Weight
One Hundred & Twenty Nine Ounces
and Nine Penny Weights

One Tub and Nine Pounds of Lubs Sugar Candy
One Case Containing a double Set of Knives and Forks
A Parcel of Old Knives and Forks
Five Spits
Five Bird Cages
Five Stone Jugs with Covers
One Stone Fugan
Two Chopping Knives
One Pickle Case Lock and Hinges

One Metal Spoon
One Tea Do
One 96 Lime Squeezer
One 96 white Horn Candle Sticks
Two Brass Candle Sticks
Forty Three China Table Dishes
Two Soup Ewers and Covers
Two Soup Dishes
One Baking Dish and One Plate
Two Tea Pots
Four Dragon Cups and 6 Saucers
Nine Tea Cups and 10 Do
One Butter Cup and 2 Do
One Sugar Tub Cover and Tops
10 Do Wine Glasses
8 Do Wine and 2 Water Do
10 Cut Glasses Salts
2 Candlesticks
2 Wall Lanthorns
9 Standing Cotts and Beddings
8 Camp Cotts and 2 Do
15 Tables Various
2 Looking Glasses Various
3 Do Pictures Various
Three Pairs of Racks
One Swing Iron
One Tea Kettle and Cover
Two Tea Pots
Three Mounted Callicoe Jars 7 and 7/8
Three Bottles of Pickles
One Pewter Water Plate
One Chinese Tea Pot Old
One Brass water Pot and Bason
Four Grasp of Forks
Eighteen Soup Plates
6 Do Table Do
Six Sauce Boats
Seven Salt Sellers
One Coat Stand
10 Do Custard Cups
10 Do Pickle Saucers
9 Do Coffee Cups and Saucers
1 Do Butter Cup and Cover
2 Do Mugs
10 Do Beer Glasses
12 Do Tumblers
One Decanter
7 Do Hanging Lanthorns
One Marble Plate Brake
One Chinese Tea Board
Two Toasters
Twenty Eight Knives Various
Three Stone Do Jugs
3 Do Bibles Books and Pamphlets Various

1669.23.24 Sold to Michael Fennell for the Sum of Six Hundred & Sixty Nine Pounds Twenty Three Pence and Twenty Four Carlins this 17th Day of May 1774

A True Copy
Edward Ellis
Attorney for the Complt

Know all Men by these Presents, that I Michael Fennell of Madras Inhabitant Vintner am held and firmly bound unto Edward Rylance of Madras Carpenter in the Penal Sum of three Thousand two hundred Gold Star Pagodas Current Money of Fort Saint George Madraspatnam to the Payment whereof well and Truely to be made to the said Edward Rylance Lawfull Attorney or his Lawfull heirs Executors Administrators Assigns I do hereby bind myself and my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal in Madraspatnam this Seventeenth Day of May in the Year One Thousand Seven hundred and Seventy four 1774

Whereas the above bound Michael Fennell in Order to Purchase the Household Furniture Liquors Wine and stock in Trade of the Late John Whittle Deceased hath borrowed and Received of the above Named Edward Rylance Carpenter the full and just Sum of Sixteen hundred Gold Star Pagodas for Payment of Which Money all the Household Goods Effects and Stock in Trade of the said Michael Fennell are hereby Mortgaged and Agreed to be Security the Money to Run at Interest at the Rate of Ten Pagodas per Cent per Annum and Payable both Principal and Interest on the Seventeenth Day of May Now Next Ensuing or Sooner in case of the Death of the said Michael or his Abdicating the House Late Occupied by John Whittle

Now the Condition of this Obligation is such that if the above bound Michael Fennell now Entered upon and in Possession of the said house lately Occupied by the said John Whittle Vintner or his Heirs Executors Administrators, or Assigns shall well and truely Pay or Cause to be paid unto the said Edward Rylance his

Lawfull

Lawfull Attorney or his heirs Executors Administrators or Assigns the full and just Sum of Sixteen hundred Gold Star Pagodas Current Money of Madras, Fort Saint George Madraspatnam 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 Stampt Paper is to be had in the Presence of

(Signed)

Michl. Fennell (L.S.)

(Signed)

Rammad

A true Copy

Edward Ellis

Attorney for the Complainant

Mr. John Leatham Exr. of Michael Fennell Dr.

To David Young the Only Surviving Executor of John Whittle

To Amount Principal of Bond dated 17th May 1774 Payable the 17th May 1775	1600 " "
To Interest on Do. from 17th May 1774 to 17th May 1775 at 10 pr. Cent pr. Annum	160 " "
To Interest on the above Principal Sum of 1600 Pags. from the 17th May 1775 to this date being 9 Years 6 Months and 13 days at 12 per Cent pr. Annum	1830.35.16
Pagodas	3590.35.16

Fort Saint George
1st December 1784

Errors Excepted

David Young
Surviving Executor of John Whittle
Deceased

(Signed)

A true Copy

Edward Ellis
Attorney for the Complainant

Filed 22nd March 1785

The Answer of John Latham Surviving Executor of Michael Fennell Deceased to the Bill of Complaint of David Young the Only Surviving Executor of John Whittle Deceased

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 this This Defendant is Advised it is Material or Necessary for him to make Answer unto, He this Defendant Answering saith That he Admits that the Complainant is only Surviving Executor of the said John Whittle Deceased, and that the said John Whittle did Make and publish his Last Will and Testament in Writing and Manner as in the Complainant's Bill of the This Defendant also Admits That he this Defendant is the Sole Surviving Executor of Michael Fennell formerly of Madras Merchant Deceased, This Defendant doth also Admit That the said Michael Fennell did in his Lifetime Execute a certain Bond or Obligation of the Penal Sum Tenor and Effect of the Copy of that Annexed unto the Complainants Bill of Complaint, This Defendant doth also Admit That Edward Rylance formerly of Madras Carpenter Deceased was also Named and Appointed Executor in the said Last Will and Testament of the said John Whittle Deceased, And That the said Edward Rylance did Take upon himself the sole Management and Direction of the affairs of the Estate of the said John Whittle Deceased as this Defendant Hath been informed, And this Defendant Hath been informed and doth verily believe That the said Edward Rylance did Remit to the said Michael

Michael Fennell the Goods Wares Stock in Trade and Furniture belonging to the Estate of the said John Whittle Deceased and Also That the Last and Appraisement thereof at the Sum of One Thousand Six Hundred and Sixty Nine Pagodas Twenty three Fanams and Twenty four Cashes just and True This Defendant also Admits That the said Original Bond Copy of which is Annexed unto the said Bill of Complaint was given and Granted by the said Michael Fennell unto his Lifetime in Consideration of the Sales of the said Goods Wares Stock in Trade and Furniture belonging to the Estate of the said John Whittle Deceased by the said Edward Rylance as Executor as aforesaid This Defendant Admits also That the said Michael Fennell departed this Life without paying the said Bond or any Part thereof Which he this Defendant doth Know by Report but for any Satisfaction Given to the Estate of the said John Whittle for the Sum of One Thousand Six Hundred and Sixty Nine Pagodas Twenty three Fanams and Twenty four Cashes the Amount at which the said Goods Wares Stock in Trade and Furniture were Appraised at and Sold to the said Michael Fennell as aforesaid This Defendant Denies That the said Bond was Purchased by the said Michael Fennell This Defendant however Denies That he was required to pay the said Bond Nor did the said Michael Fennell in his Lifetime Request him to pay the Same and This Defendant Saith That the Deceased Michael Fennell was Restrained from paying the same as by Requested Arising between the Surviving Executor of the aforesaid John Whittle and Robert Williamson the Executor of the Executor of Edward Rylance and This Defendant is now Ready and Willing to pay According to the Tenor of the said Bond at the Rate of Interest Mentioned to be paid by the Bond To Wit at Ten per Cent per Annum and not at Rate of twelve Per Cent per Annum from the Day of the said Bond Becoming due Because as This Defendant Hath before Alledged it was not owing to any Default of the said Michael Fennell That the same was Not

Paid

Paid and Discharged in the Life Time of the Defendant Thos Lee Deceased

All Which Matters and Things this Defendant is Ready and Willing to Aver Maintain and prove as this Honble Court shall Direct and Most Humbly prays to be Hence Dismissed With his Reasonable Costs and Charges in this behalf most wrongfully Sustained

Sworn in Court March 22. 1785

James Taylor Regr

John Leathem Surviving Executor to Michael Fennell

H. Dupuy Attorney for the Defendant

Mayors Court at Madrasapatanam

Tuesday the 12th Day of April Anno Domini 1785

Present

L.S.

Philip Stowey Esquire Mayor

William Webb and Robert Ewing

Aldermen

Mayors Court

Between David Young of Madras Merchant and the Only Surviving Executor Named and Appointed in the Last Will and Testament of John Whittle formerly of Madras Victualler Deceased Complainant and John Leathem as Surviving Executor as aforesaid of Michael Fennell Deceased Defendant

1029

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides and Reading the Complainants Bill with the Copies of an Agreement Particulars of a Bond or Obligation and an Account Annexed the Defendants Answer Our Hearing the Pleadings made Thereunto by the Attorneys and our Consideration had Thereon This Court doth think fit to Order and Decree and it is Accordingly by Order and Decree of this Court that the Defendant shall Pay unto the Complainant as Surviving Executor of John White Deceased out of the Estate and Effects of Michael Fennell Deceased the full and Just Sum of One Thousand and Six Hundred Pagodas Pagodas 1600 — Together with Interest thereon at the Rate of Two & Cent per Annum from the Seventeenth Day of May One Thousand Seven Hundred and Seventy four 1774 Until the Payment be made and it is further Ordered and Decreed that the Complainant do pay all Costs of this Suit out of the Estate and Effects of the said John White Deceased

Exd James Taylor

Fort St. David 4th November 1785

To the Honble the Mayors Court at Madrasapatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator David Young of Madras Merchant Sole Executor of the Last Will and Testament of John White late of Madras Victualler Deceased That by Virtue of the Authority of this Honble Court to Him Granted Your Orator on the 22nd Day of March 1785 Proved the said Will and Took upon Himself the Burthen of the Executorship thereof and Possessed himself of the Estate and Effects of the said Deceased to the Amount of Pagodas Two Thousand Five Hundred and Upwards Your Orator further Sheweth unto this Honble Court that the said John White Deceased in his Life Time and at the Time of his Death was Justly Indebted unto Your Orator in the Sum of Pagodas One Thousand Six Hundred and Ninety Six Pagodas Thirty Fanams and Two Cash Current Money of Madras Making and Reckoning Money of Account at the Rate of Eight Shillings for every Pagoda the Sum of Three Hundred and Eighteen Pound and Fourteen Shillings or Thereabouts as will more fully and at Large Appear by Copy of an Account Current

Current Coyny of the Translation of a Mortgage Bond from the said Cauvelet Ragojeah Puntoolu unto Your Orator bearing Date the Ninth Day of February One Thousand Seven Hundred and Seventy Six for the Sum of four Hundred and Thirty four Pagodas Payable at the Expiration of One Year from the Date thereof with Interest at the Rate of Nine and three Quarter per Cent per Annum and also by Coyy of said Assignment hereunto Annexed for the Inspection of this Honble Court all which Your Orator Prays may be Admitted as parts of this his Bill of Complaint and whereas Your Orator hath frequently and duly and in a Reasonable Manner Requested Payment of the said Sum of Seven Hundred and Ninety six Pagodas Thirty Fanams and Ten Cashes from the said Cauvelet Ragojeah Puntoolu

But now so it is May it Please this Honble Court that the said Cauvelet Ragojeah Puntoolu Obstinately and Willfully Refuses to pay the same to Give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore Prays a Genral Relief as such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Cauvelet Ragojeah Puntoolu may upon his Corporal Oath full True Direct and Perfect Answer make to all and Singular the matters and things herein before set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were there Again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Seven Hundred and Ninety six Pagodas Thirty Fanams and Ten Cashes with all such Interest as aforesaid or shall hereafter may become due thereon also all Costs of this Suit

May it Please this Honble Court to cause the said Cauvelet Ragojeah Puntoolu to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatam and the Districts

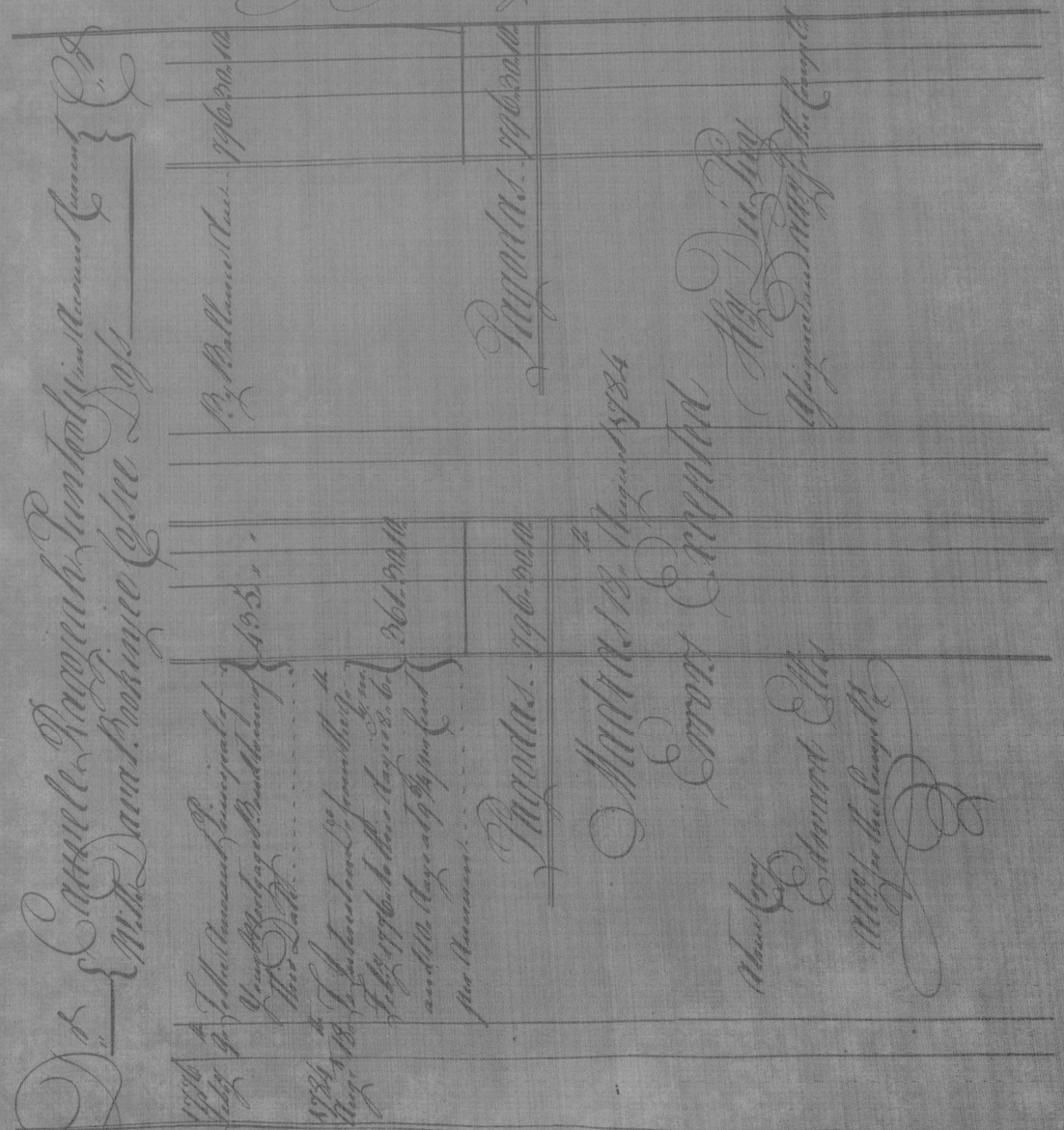
thereof Personaly to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer the Premises Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Madras 13th November 1784

This Bill was Sworn to in the Court of Admiralty Held a Summons Thereon to Issue Returnable Next Court Day Viz^t

John Menzies
Mayor

Edward Ellis
Attorney for the Complainant



Translation of a Mortgage Bond Dated in the Year called Dommoogee
pannaaumpachur Maugaroo and dale Paddiaumee Saturday the 4th February 1776

Cauvele Ragoojeah Pundoolu do give this Obligation to
Borkinjee Cofsee Dofs, that is to say

This Day on my Urgent Occasion I have Mortgaged to You
My Dwelling House together with the Ground they Little Under which is
Situated at Magaambaraporaum, and Borrowed and Received of You
the sum of 435 / Four Hundred and Thirty five Pagodas which Sum
I promise to Pay You on or before the Expiration of a Year with such
Interest as may become due thereon at the Rate of 9 3/4 per Cent per
Annum Witness Stone Paley Latchemia and Mangapoo
ram Audagiah Chitty by their Knowledge Drawn and Signed
by the said Cauvele Ragoojeah

/Signed/ Cauvele Ragoojeah

Witnesses /Signed/
Stone Paley Latchemiah
Mangapooram Audagiah

A true Translation as Near as can be from the
Gentoo Language

/Signed/ Soobarayaun
Interpr

A true Copy
Edward Ellis
Attorney for the Compt

To all Peoples to whom these Presents shall come Greeting
Whereas Cauvele Ragoojeah Pundoolu of Madraspatnam Inhabitant
in and by One Mortgage Bond bearing Date the Ninth Day of
February which was in the Year of Our Lord One Thousand Seven
hundred and Seventy Six did become bound unto Aval Borkin
jee Cofsee Dofs of the same Place Lawyer in the full and just Sum
of Four hundred and Thirty five Pagodas Current Money of
Madras Conditioned to be paid at the Expiration of One Year
from the Date thereof with Interest at the Rate of Nine and three
Quarter per Cent per Annum as by the said in Mortgage Bond and
Condition thereof may Appear. Now Know Ye that the said Aval
Borkinjee Cofsee Dofs for a Valuable Consideration to him in
hand Paid by Henry Du Puy Attorney at Law at or before the
Sealing and Delivery of these Presents the Receipt whereof he
the said Aval Borkinjee Cofsee Dofs doth Acknowledge and
every and by these Presents Doth Assign and Set over unto the
said Henry Du Puy the said in Mortgage Bond and the Money
or Amount Principal and Interest thereupon due and Owing
and which May become due thereon and all his Right and
Interest of in and to the same and every Part thereof and the said
Aval Borkinjee Cofsee Dofs for the Consideration aforesaid
hath made Constituted and by these Presents Doth make
Constitute and Appoint the said Henry Du Puy his Executors
and Administrators his true and Lawfull Attorney and
Attornies Irrevocable for him and in his Name and Stead
Name and Names of his Heirs Executors and Administrators
but for the sole and proper Use and Benefit of the said Henry
Du Puy his Exec[illegible] his Administrators and Assigns to Ask Require
Demand

Demand and Receive of the said Cauvely Ragoajeah Puntoolu his Heirs Executors and Administrators the Money due and to become due on the said Mortgage Bond, and on Non Payment thereof he the said Henry Du Puy his Heirs Executors and Administrators to Sue for and Recover the same and on Payment thereof to Deliver up the said Mortgage Bond and Give Sufficient Releases and Discharge therefore One or more Attorney or Attornies Under him to Constitute and whatsoever the said Henry Du Puy or his Attorney or Attornies the said Dava Bookinjee Cossee Doss Doth Covenant with the said Henry Du Puy that he the said Dava Bookinjee Cossee Doss hath not Received nor will Receive the said Money due or to become due on the said Mortgage Bond or any Part thereof Neither shall or will Release or Discharge the same or any Part thereof but will Own and allow of all Lawfull Proceedings for the Recovery thereof he the said Henry Du Puy Saving the said Dava Bookinjee Cossee Doss harmless of and from any Costs that may happen to him thereby In Witness whereof the said Dava Bookinjee Cossee Doss hath hereunto set his hand and Seal in Madras this Eighteenth Day of August One thousand Seven hundred and Eighty four

Signed Sealed and Delivered Wherein Stampt Paper is to be had in the Presence of

Audy Narrain
Tanguy Chingleroy

(Signed)
Dava Bookinjee Cossee Doss
L:S

A true Copy
Edward Ellis
Attorney for the Compl.t

Mayor's Court at Madraspatnam } { Tuesday the 24th Day of May Anno Domini 1785

L:S

Mayor's Court

Present

Philip Stowey Esquire Mayor
Edward Garrow and John Menzies
Aldermen

Between Dava Bookinjee Cossee Doss by his Attorney Henry Du Puy One of the Attornies of this Honble Court Complainant and Cauvele Ragojeah Puntoolu of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 Seven Hundred and Ninety Six Pagodas Thirty fanams and Ten Cash (Pagodas 796.30.10) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made Also all Costs of this Suit

A Cur

Filed 25th Augt 1733

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Charles Darkin of Fort Saint George Merchant by his Attorney Henry Meiander of the same place Esquire that Thomas Davis of the same place Surgeon and late the Service of the Honble the United English East India Company Stands justly and Truly indebted unto Your Orator in the Sum of Ten Thousand Eight Hundred and Twenty Nine Pagodas and Nine Fanams making in Sterling Money of Great Britain after the Rate of Eight Shillings for every Pagoda the Sum of Four Thousand Three Hundred and Thirty One Pounds and Twelve Shillings upon a certain Penally Bond or Obligation in the Sum of Twenty Thousand Seven Hundred and Forty two Pagodas and Twelve Fanams Conditioned for the Payment of the Principal Sum of Ten Thousand Three Hundred and Twenty One Pagodas and Six Fanams With an Interest of Twelve per Cent p Annum payable as Demanded as will more fully Appear by a Copy of the said Original Bond or Obligation and the Account Current thereon hereunto Annexed for the inspection of this Honble Court and which Your Orator Prays may be taken as Part and parcel of this Your Orator's Bill of Complaint as also a true Copy of the Assignment of the said Original Bond or Obligation and Power of Attorney hereunto annexed for the Inspection of this Honble Court and the Original ready to be produced whenever required And Whereas Your Orator has frequently and in an Amicable Manner Demanded Payment

But Notwithstanding so it is and may it please this Honble Court the said Thomas Davis Obstinately and Wilfully Refuses to Pay the Same or to give Your Orator any Manner of Satisfaction Touching the

Premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Thomas Davis may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly and Effectually to all Intents and purposes as if the same were here Again Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ten Thousand Eight Hundred and Twenty Nine Pagodas and Nine Fanams Together with all such Interest as aforesaid shall hereafter become due thereon also all Cost of this Suit

May it Please this Honble Court to Cause the said Thomas Davis to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court for that and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand abide by such Order and Decree therein as to this Honble Court shall Seem Meet

Wm Bromley
Attorney for the Complainant

Know all Men by these Presents that I Thomas Davis Surgeon in the Honble Company's Service held and firmly bound unto Mr Charles Darkin of Madras Merchant in the Penal Sum of Twenty Thousand Seven Hundred and forty Two Pagodas and Twelve Fanams Current of Madras to the Payment whereof well and truely to be made to the said Charles Darkin or his Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents In Witness

Witness whereof I have hereunto Set my Hand and Seal in Madras this First day of January in the Year One Thousand Seven Hundred and Eighty Three

Whereas the above bound Thomas Davis hath borrowed and Received of the above Named Charles Darke the full and just Sum of Ten thousand three Hundred and Seventy One Star Pagodas and Six fanams to Run at interest at the Rate of Twelve (12) per Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Thomas Davis or his heirs, executors, Administrators, or Assigns, shall well and truely pay or cause to be paid unto Charles Darke or his heirs Executors, Administrators or Assigns the full and just Sum of Ten thousand three Hundred and Seventy One Star Pagodas and Six fanams 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 (Signed) Thos. Davis (L.S.)

Where no Stamp'd paper is to be had in the Presence of

(Signed) John Oldham

A true Copy

Chas. Bromley

Attorney for the Compt.

Dr. Thomas Davis Cr.

1783 Jany 1st	To the Amount Principal of Your Bond to Mr. Charles Darke	10371	6	1783 April 8th	By Cash Received	192	38
July 10th	To Interest on Ditto for 6 Mo. 10 days @ 12 P Cent	656	36		By Interest	5	37
					By Ballance due	10829	9
	Ft. Pagodas	11028			Ft. Pagodas	11028	

Fort St. George 10th July 1783

E. E. (Signed) Henry Alexander

Attorney to Mr. Charles Darke

A True Copy Chas. Bromley

Attorney for the Compt.

To all whom these Presents may Concern Charles Darke of Madras Gentleman Sends Greeting

Whereas Thomas Davis in the Service of the Honble United English East India Company at their Presidency of Fort Saint George by his Bond or written Obligation bearing Date the First day of January in this present Year of Our Lord One Thousand Seven hundred and Eighty three became held and firmly bound unto the above Named Charles Darke for the payment of the Sum of Ten Thousand Nine hundred and Twenty Nine Pags and Nine Fanams Current Money of Madras pay able on Demand and therewith Interest until Paid after the Rate of Twelve per Cent per Annum And whereas the said Thomas Davis did on the Eighth Day of April last past pay to the said Charles Darke the Sum of One hundred and Ninety Two Pags and Thirty Eight Fanams in part payment thereof and there now remains Due to the said Charles Darke the Sum of Ten Thousand Eight hundred and Twenty Nine Pagodas and Nine Fanams as the Ballance of Principal and Interest on the said Bond

Now know Ye that I the said Charles Darke for and in Consideration of the said Sum of Ten Thousand Eight hundred and Twenty Nine Pags and Nine Fanams Current Money of Madras to me in hand paid by Henry Alexander of Madras Esquire the Receipt whereof I do hereby Acknowledge and therefrom and therefrom do Acquit Release and Discharge the said Henry Alexander his Heirs Executors Administrators and Assigns for ever by these Presents Have Assigned Transferred and Set over and by these Presents Do Assign Transfer and set over unto the said Henry Alexander all the said Bond or Written Obligation of the Thomas Davis and all the Monies now due or hereafter to grow due thereon And I do hereby covenant and Agree for myself Heirs Executors and Administrators to and with the said Henry Alexander his Executors Administrators and Assigns in Manner and form following That is to Say that I have not Received any Sum or Sums Account or in part payment of the said Bond Debt or Sum or Sums of Money thereon Due and that there is now due thereon the said Sum of Ten Thousand Eight hundred and Twenty Nine Pags and Nine Fanams and that I have not Done or will hereafter do any Act to the said Bond or the Monies due or to grow due thereon But will Approve and Allow of all Acts of the said Henry Alexander or his Lawful Representatives shall do for the Recovery thereof And I do by these presents Nominate Constitute and Appoint the said Henry Alexander his Executors Administrators or Assigns or his or their Lawful Attorney or Attorneys my Lawful Attorney for Recovering and Receiving of the said Thomas Davis or his Representatives the Money due or to grow due under and by Virtue of the said Bond In Witness whereof I have hereunto Set my Hand and Seal in Madras this Tenth Day of July in the Year of Our Lord One Thousand Seven hundred and Eighty three

Sealed and Delivered where No Stamp Paper is to be had in the presence of (Signed) L. Popham James Johnson

(Signed) Chas. Darke L.S.

Wm. Lewis Chas. Dawson Attorney for the Company

Filed 13th Octr 1783

The Answer of Thomas Davis of Madras Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Defendant to the Bill of Complaint of Charles Darke of Fort St George Merchant by his Attorney Henry Alexander of the Same place Esqr Complainant

This Defendant Now and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the many Errors Imperfections & Uncertainties and Insufficiencies in the 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 Acknowledge that he did execute the Bond or Obligation in favor of the said Complainant for the Sum and upon the date as is mentioned in a Copy thereof Annexed unto the Complts Bill of Complaint, but this Defendant Saith that as to the payment thereof, and the Consideration and Conditions upon which the said Bond Was given there were certain special Agreements between him the said Charles Drake and others also preexisting before the Granting of the Bond in Question which were Necessary to be Added and made part of the said Bill of Complaint and the Complainant by Suppressing the Same, can only mean to mislead the Judgement of this Hon'ble Court to the prejudice of this Defendant. But the Complainant having So done this Defendant finds himself under the necessity of laying before this Hon'ble Court the whole of the Transactions upon which the said Bond and Colateral Agreements were Originally founded humbly praying to Refer the Same to the Equitable Consideration of this Hon'ble Court, of which he humbly prays the benifit and Relief

Relief. This Defendant Saith that his first introduction to the Complainant Charles Darke was thro' the Means of the Nabob Omdut Ul Omrah Sometime on or about the Year One Thousand Seven Hundred and Seventy five this Defendant Attending the Said Nabob in the Capacity of Physician and Friend, at which time the Said Charles Darke Supplied the Said Nabob and his Household with Goods &ca And it was at the said Nabob's desire and upon his Credit that the said Charles Darke also Supplied this Defendant with Goods, as One of his the Nabob's family and which he the said Charles Darke continued to do, untill an unfortunate Change took place in the said Charles Darke's Affairs, when the said Charles Darke took Refuge in the Old Nabob's Palace and Remained there for some time, endeavoring to Accommodate his Concerns with his Creditors, and as one Means towards which he the said Charles Darke Requested of this Defendant to give him his Bond for the Amount of the Said Goods taken up in the Manner aforesaid, which was meant to Apperate as an inducement with the Nabob to pay the Same, and this Defendant Succeeded so far, as to procure a Funca upon the Vellore Jaghire for that purpose, but delays in payment being Made by the intrigues of the Renter and the said Charles Darke having made over his Affairs to Trustees, they the said Trustees desired this Defendant to procure a Bond for double the Amount of the Goods taken up as aforesaid from the said Charles Darke from the Nabob, bearing Interest at Twelve per Cent per Annum and to lodge the Same with them untill the said Nabob should have it in his power to pay One Moiety of the said Bond which was equal to the Amount of the said Goods and this Defendant on the Fifteenth day of August which was in the Year

Year of Our Lord One Thousand Seven Hundred and Seventy five did execute a Bond in favor of the said Trustees Dawsonne Drake, George Moubray, Alexander Cuthbert, Edmund Lees, and George Proctor for the Penal Sum of Twelve Thousand four hundred and Thirty five Pagodas and fourteen fanams for the payment of the Sum of Six Thousand two hundred and Seventeen Pagodas and Twenty Eight fanams the Amount of the said Debt to the said Charles Darke in which said Bond and Assignment of the said Nabobs Bond is Referred to - And the said Assignment was accordingly executed to the said Trustees under the Date of the Twenty fifth day of the said Month of August in the said Year of Our Lord One Thousand Seven Hundred and Twenty five, That the said Assignment being one and Part of the Conditions upon which the said Bond was given to the said Trustees, they the said Trustees did during the Term of their Trust at different times apply for payment and use their endeavours to Recover the amount of said Assigned Bond in order to enable them therewith to pay the aforesaid Bond given to them in the Manner before Related, and as the Account aforesaid, that is to say, the Amount of Six Thousand Two Hundred and Seventeen Pagodas and Twenty Eight fanams Out of the Amount of the said Assigned Bond the Remainder whereof after payment of the said Principal and Interest belonged to this Defendant But this Defendant Saith that they the said Trustees did not Recover the same during their said Trust by Reason of the said Nabob Conduct in his Owns able neglicingacity to pay the same thro a decline of his Influence at the Durbar and other impediments this Defendant Saith that the said Trustees Regarded this failure of the said Nabob, so far affecting the payment of this Defendants Bond to them, that they never prosecuted or enforced the payment thereof against this Defendant, which if it is more than probable they did, from Advice that

that they were in some degree precluded therefrom by the Choice they had made of a Security to Guarantee the payment of the said Money or that the payment of the said Bond was involved in the measure which they should take to Recover the Security given for the payment thereof, But with Submission this Defendant conceives that the said forbearance of the said Trustees was fully justified by the Nabobs said Nabobs Affairs were afterwards involved and Now remain involved by Reason of the Occurrences of the Enemy now upwards of three Years last past, This Defendant further answer sheweth, that the discharge of the said Bond and of the Nabobs Bond remained thus suspended until the expiration of the Term of the said Trust and some time after, when the said Trustees Resigned and put the said Charles Darke in possession of sundry Bonds and papers, the Amount of which they had not been able to recover, and among which were the aforesaid Bond and Assignment of the Nabobs Bond from this Defendant to them the said Trustees, That the said Charles Darke being thus in possession of the said Bond and Assignment, At diverse times in the Month of January last past pretended and shewn unto him this Defendant that having at length Received the arrangement of his Affairs, it would be satisfactory to him to wipe away every Vestige of them having been in Trust, and to assume them entirely in his own Name, And did thereupon Request of this Defendant to take back the Bond and Assignment before given to his said Trustees Copy of which his Answer is to be annexed for the Inspection of this Honble Court, which this Defendant Prays may be Admitted as Part of this his Answer) and given a Bond and Assignment in his own Name, To which this Defendant Apprehended, from the strength Conviction of the payment thereof depending upon the payment of the Nabobs Bond And Particularly from a Knowledge the said Charles

Charles Darke had as well as the publick Notoriety of the Impoverished circumstances of the said Nabob at the time of taking the said Bond And therefore the Accepting the Assignment thereof as a Security did not simply but strongly express a forbearance of Payment of the Bond to him giving until Payment should be Recovered from the Nabob, it being in the Nature of Business to Regard the Security in a higher light than the principle and this Defendant Saith That the said Charles Darke having Accepted of the said Nabobs Bond as a Security every circumstance Attending it became as interested to the said Charles Darke at least as far as the Amount of the said Bond, which it was Given to Secure, And this Defendant Saith, that he is Confident that the said Charles Darke had those Ideas of the Transaction between them, And also that the Assignment of the said Bond Came as do the Complainants Bill was also Accompanied with an Assignment of the said Assignment of the said Nabobs Bond Both which this Defendant Saith he did Originally only make One Deed, as they were severally given in Consideration of each other And this Defendant Saith, that the said Henry Alexander having Accepted of the said Bond and the Assignment of the Assignment of the Nabobs Bond for a Sum of Money Greatly exceeding the Amount in Consideration of which it was Assigned, is bound by the same Conditions, which Govern the Original Consideration, upon which the Debt arose, for which this Defendant Bond was given to the Trustees, the whole making but one continued and Originated from the same Source, which has been Alledged and shewn to this Honble Court. And this Defendant Saith that in Confirmation of the said Charles Darkes Sentiments and the Deed with Both which the Assigned Over the said Bond and Security, he this Defendant prays to annex a Copy of a Letter Wrote by him to this Defendant after the same had Taken place

Tam sure You are Sensible that Nothing but the

Utmost

Utmost Necessity Would have induced me to have Assigned Over Your Bond to me Therefore my Saying any thing more to Convince You that I never intended to Restrict You the payment would be Unnecessary, as I Know You are Satisfied I never would Assign Would I Now have made it over to Major Alexander but to serve my Friend from Embarrassment But I think it necessary that I should Acquaint You that the Mortgage by way of Collateral Security Attendant on Your Bond Assigned of the Young Nabob Dated the Original Bond payable to You for L Pagodas 12436 the same Dated the 25th Augt 1778. I have also Assigned over to Major Alexander by an Assignment from me to him, by Virtue of Your Assignment to me, Therefore were it Your Choice Particular as You may have some thing to Shew how this Bond of the Young Nabobs is disposed of by me, You having got me Receipt for it, Tis unfortunate for us both that from the Publick Calamity, and the Young Nabobs decline he has not been able to pay this Money as he promised me he would do to discharge Your Bond, I am

Madras
18th Augt 1783

Yours Very Truly
Chas Darke

By which Letter it Appears that the said Charles Darke was Absolutely Agreeable when he executed the said Assignment of his to Let Alexander Imagine that he gave the said Henry Alexander A greater power to Demand the payment of the said Bond than he had Himself, and that the same Depended Entirely upon the payment of this Nabobs Bond, which was also Assigned to secure the payment of it. And this Defendant Saith that the Circumstances of the said Henry Alexander Expecting Immediate Ability of the said Nabob to pay that Bond, which he Accepted an

and Assignment of, as a Security for the payment of the Bond, Annexed to this Bill, Complainant must have Operated in the same Manner And this Defendant Saith, that the Reasons which weighed with the said Charles Darke Trustee, for so many Years and afterwards With the said Charles Darke, are and have been the Issues of the Light the Debt intended Each in the Manner aforesaid, between this Defendant and the Nabob to the Trustees was Regarded by them but Carry with them the strongest Considerations that they were each held by the Situation of the Nabob from taking any coercive Measures Against him or this Defendant for the Recovery of the said Money And this Defendant Saith, that the said Security given by the Assignment of the said Nabobs Bond continuing under the same Circumstances, and indeed increased by the Publick Calamity of War and Invasion into the Carnatick, this Defendant humbly Refers the aforegoing Premises to the Equity of this Honble Court, How far the said Henry Meaunder is entitled under the Original Contract upon which the said Bond and Question was given, as also in the Temporary insolvency of the said Ondut Ull Omrah Occasioned by his Relations with the Durbar of his Father the Nabob Law Law as well as by the unforeseen Calamity and Distress of War and Invasion upon this Hostile Country Inasmuch as the said Henry Meaunder having Accepted this Assignment of the Assignment of this aforesaid Bond from the said Ondut Ull Omrah under and well knowing his present incapacity to pay pay the Same, This said Bond having been Originally Accepted and taken by the said Trustees as a Good Sufficient Security for the Recovery of this Defendants Bond, Which it is not to be imagined they would have Accepted as Such,

Such, if they had not Regarded the same in the examination Recapitulation and Course of things, fully adequate and equivalent to the purpose for which the same was Assigned, That they did not alter their Sentiments in this Respect, but by their forbearance, it is evident they held themselves restrained from enforcing the payment thereof from this Defendant, in Consideration of the said Nabobs Situation That under these Circumstances the said Charles Darke Regarded himself as bound to continue the said Assignment as a Security and part condition of this Defendants Bond, and the same was together with the said Assignment made over to the said Henry Meaunder This Defendant therefore with Submission to this Honble Court has been Advised, that they have an adequate power of interference to restrain their enforcing the payment of Money lent upon Mortgage or Security, under Circumstances Similar to those before set forth, as also to defer the day of Payment under certain limitations and Restrictions of Interest, as to this Honble Court may Seem to come within the Equity of such

This said Defendant therefore humbly implores the Aid and Assistance of this Honble Court and the premises prays to refer the same to their Equitable Consideration and that this Honble Court will Order and Direct that the Assignment of the said Ondut Ull Omrahs Bond may be Deemed to stand as Payment for this Defendants Bond, or that this Honble Court will Order long the day of payment thereof under such Restrictions and Restrictions of Interest as to this Honble Court shall from the premises See fit to Order and Determine

All which Matters and things this Defendant is Ready and willing to aver maintain and prove

as

as this Honble Court shall direct and most Humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most Wrongfully Sustained

13th October 1783.

Sworn to before me

Wm Webb
Mayor

Thos Davis

Hy Du Puy
Attorney for the Defendt

Know all Men by these Presents, that I Thomas Davis of Madras Surgeon am held and firmly bound unto Dawsonne Drake, George Moubray, Alexander Cuthbert, John de Fries and George Proctor Esquires Trustees in the Affairs of Charles Darke of Madras Merchant in the Penal Sum of Twelve Thousand Four hundred and thirty five Star Pagodas and fourteen fanams to the Payment whereof well and truely to be made to the said Dawsonne Drake George Moubray Alexander Cuthbert John de Fries and George Proctor or the Survivors or Survivor of them or the Executors or Administrators of such Survivors I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto set my hand and Seal this Fifteenth day of August in the Year One Thousand Seven Hundred and Seventy Eight

Whereas the above bound Thomas Davis hath borrowed and received of the above Named Dawsonne Drake, George Moubray, Alexander Cuthbert John de Fries and George Proctor the full and just Sum of Six Thousand Two hundred and Seventeen Star Pagodas and Twenty Eight fanams to run at Interest at the Rate of Twelve per Cent per Annum and hath this day Mortgaged the Bond of His Highness Umdatul Omrah for Securing the Payment thereof together

together with such Interest as shall become due thereon which said Bond hath Condition thereunto Annexed for the payment of the like Sum of Six Thousand Two hundred and Seventeen Pagodas and Twenty eight Fanams to the said Thomas Davis with Interest at the Rate of Twelve per Cent ⅌ Annum as may More fully appear by reference to the said Bond and the Condition thereof

The Condition of this Obligation is Such that if the above bound Thomas Davis his Heirs Executors or Administrators shall Well and truely pay or Cause to be paid unto the above Named Dawsonne Drake George Moubray Alexander Cuthbert John de Fries and George Proctor or the Survivors or Survivor of them or the Executors or Administrators of Such Survivor the full and just Sum of Six Thousand Two hundred and Seventeen Pagodas and Twenty eight fanams together with Such Interest as shall or may become due thereon then this Obligation to be Void and of no Effect otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
Where no Stamd Paper is to be had
in the presence of

Stephen Popham
Richard Davis

Thos Davis (L.S.)

True Copy

Hy Du Puy
Attorney for the Defendt

To all to whom these Presents shall come Thomas Davis of Madras Surgeon sends Greeting Whereas the said Thomas Davis is indebted unto the Estate of Charles Darke of Madras Merchant in the Sum of Six Thousand two hundred and Seventeen Star Pagodas and

and Twenty eight Fanams for which said Sum the said Thomas Davis hath Executed One Bond or Obligation bearing even date hereunweth and Condetioned for the payment of the said Sum of Six Thousand two hundred and Seventeen Pagodas and twenty eight fanams with Interest at the Rate of Twelve per Cent per Annum unto Dawsonne Drake George Moubray, Alexander Cuthbert, John de Fries and George Proctor of Madras Esquires as Trustees of the Estate of the said Charles Darke at the time and in manner as by the said Bond or Obligation and the Condetion thereof Reference being thereunto had may Appear And Whereas His Highness Umdatal Omrah Bahaudar hath Executed An Instrument bearing even Date hereweth Translation Whereof is hereunto Subjoined whereby the said Umdatal Omrah binds himself to pay unto the said Thomas Davis the Sum of twelve Thousand Four hundred and Thirty four Star Pagodas and Fourteen fanams in twelve Months from the date of the said Instrument With Interest in the Meantime at and after the Rate of Twelve per Cent per Annum which said Instrument the said Thomas Davis hath Agreed to Assign by way of Mortgage to the said Trustees of the Estate of the Charles Darke. Now these Presents Witness that the said Thomas Davis hath Assigned Transfered and Set over and by these presents Doth Assign Transfer and Set over the said Bond of the said Umdatal Omrah unto the said Dawsonne Drake George Moubray Alexander Cuthbert John de Fries and George Proctor as Trustees as aforesaid To Hold to them and the Survivors and Survivor of them and the Executors and Administrators of such Survivor to their only use and behoof forever Subject Nevertheless to Redemption on Payment by the said Thomas Davis his Heirs Executors or Administrators of the said Sum of Six Thousand Two

Hundred and Seventeen Pagodas and Twenty Eight Fanams together With all Interest that may be due thereon to the said Trustees and the said Thomas Davis doth hereby covenant and agree in manner following that he hath done no Act to charge encumber or otherwise impeach his Title to the said Bond of the said Umdatal Omrah and that he hath full power to Assign the same in manner aforesaid and also that he will any further or other Act to Secure the payment of the said Bond to the said Trustees in Manner aforesaid In Witness Whereof the said Thomas Davis hath hereunto set his hand and Seal this Twenty fifth day of August in the Year of Our Lord One Thousand Seven Hundred and Seventy Eight

Thos Davis (L.S.)

Sealed and Delivered
Where no Stamp'd Paper is to be had
in the presence of

S. Popham
John Lowe

true Copy
Hy Du Puy
Attorney for the Defendant

Translation of a Persian Bond Referred to in the within Assignment Sealed by Umdatal Omrah Bahadar

Received thro' the means of Doctor Davis the Sum of Star Pagodas 12435.14 fanams (half of which is Pagodas 6217.72 & 7 fanams) to Run at Interest at 12 ℘ Cent ℘ Annum Payable in Twelve Months

Filed 21st Octr 1783

The Replication of Charles Darke of Fort Saint George Merchant by his Attorney Henry Alexander of the same Place Esquire to the Answer of Thomas Davis of Madras Surgeon in the Service of the Honble the United English East India Company

The said Repliant 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 said Defendants said Answer Contained, for Replication thereunto, or unto so much thereof, as this Repliant is Advised, is Material or Necessary for him to make Replication unto, he does Reply and Say that his Bill of Complaint, and all and Singular the Matters and things therein Contained, are good, true, Certain, and Sufficient in the Law to be Answered unto, in such manner and form, as the same are therein and thereby Set forth and alledged and that the said Answer of the said Defendant is Very uncertain, evasive and insufficient, and for further Replication the said Repliant Says, that the Defendant does Stand indebted on his Bond by Assignment unto the Repliants Attorney, the above said Henry Alexander in the Sum mentioned in the Repliants Bill of Complaint, but as to the Narrative Sets forth by the Defendant in his Answer, the same is foreign to the Business in Question, and Sunk totally in Oblivion, from Circumstances that have happened Subsequent to the Original Claim

Obligation in Question was made out and given by the said Defendant on an Account stated and Settled by and between the Defendant and the Repliant, and there being a Ballance in favor of the Repliant, the Obligation in Question was Made out and given by the Defendant to the Repliant, and a Bond or Obligation of Omdut Ul Omrah, made Over by the Defendant as a Collateral Security, but the Repliant says, he is a total Stranger to all or any part of the pretended Allegations, which the said Defendant in his Answer has Asserted, but the Repliant says, that even had the same been so the Assignment made over to Henry Alexander abovementioned by the said Repliant was fair and Just, and for a Valuable Consideration, and for an Equal Sum, the said Henry Alexander deeming the Bond of the Defendant of more Value, than that of the Repliant Charles Darke, for the Assignment of the said Defendants Bond was made by and with the Privity and Consent of the Defendant, who some time in the Month of July last in the present Year, One Thousand Seven hundred and Eighty Three, went to the Office of Mr Charles Bromley Notary Publick and Acting for Henry Alexander, and did of his own free will and Accord, assent to the Assignment of his the said Thomas Davis's Bond being Made over to the said Henry Alexander and did promise and Undertake, that the Amount thereof should be paid off Shortly, or that the Amount should be Secured by some Demands which he had to Settle with the President and Select Committee at Fort Saint George, but at all Events he had no Objection to the Assignment taken place, but as to any Preceding matter that might have passed between the Repliant Charles

Charles Darke and the Defendant, Nothing thereof Transpired, but the Assent by the said Defendant was simply and Unconditionally With a Promise and Undertaking to pay, for before the said Henry Alexander Would Accept of an Assignment of the Defendant's Bond, he the Defendant being then at Comp before Cuddalore was wrote to by the Repliant, and the Business left open untill some Answer Could be Received from the Defendant, who Soon after came by Sea from Cuddalore and Assented to the Assignment and this Repeatedly, whereupon the said Henry Alexander Accepted as conclusive the Assignment of the said Defendants Bond, and Released the Repliant from his Bond to the Satisfaction of all present and those who had any Concerns in this Business, the said Repliant says that the said Defendant has Settled Some Accounts with the Honble the President and Select Committee and Sundry Sums has he Received from them, and not paid the said Henry Alexander any thing, which is contrary to Equity and Justice as the said Henry Alexander was led to believe from the Assertions of the said Defendant, that he was to be paid out of the first Bills or money the Defendant Received from the President and Select Committee in which belief, the Defendant has too Much Reason to find himself deceived

All which Matters and things this Repliant is Ready and Willing to aver, maintain, and prove as this Honble Court shall direct and Humbly prays as in and by his said Bill of Complaint he hath Already Prayed

Chas. Bromley
Att^y for the Repliant

Filed 25th Novr 1783

The Rejoinder of Thomas Davis of Madras Surgeon Defendant to the Replication of Charles Darke by his Attorney Henry Alexander of Fort Saint George Esquire Complainant

This Defendant Now and at all Times hereafter Saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the many Untruths Errors Incertainties Insufficiencies and Imperfections in the Said Replication Contained for Rejoinder thereunto saith that he will aver Justify maintain and prove his Answer to the Repliant's Bill of Complaint and all and Singular the Matters and things therein contained to be 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 the said Replication is Very Untrue Evasive and Insufficient in the Law And for further Rejoinder to the said Replication this Defendant Saith that the Narrative introduced by him in his Answer is by no means foreign to, but is Allied and connected with the Cause of Action, so as to render the Omission thereof highly improper, the Nature and end of this Defendant's defence Requireng that this Honble Court should be informed of the Original Consideration upon which the Debt demanded did Accrue, and which became further Necessary by reason of the Suppression of the Defendant in his Bill of the Assignment of an Assignment of a Bond from His Highness the Nabob Omdut Ul Omrah by way of Security far exceeding

Exceeding the Amount of the Bond in Question, which is being part of the Original Contract and to be made and Considered Therein every Stage of this Transaction, the Replicant ought to have Recited the same forth in his Bill of Complaint: And Notwithstanding this Defendant hath so fully set forth the Aforesaid Matters, and particularly Charged the Replicants Attorney with his bringing in possession and having Accepted the a Security the said Nabobs Bond and the Several Assignments thereof. The Replicant is totally silent upon that Subject in his Replication, which is a very unfair way of proceeding in the Replicants Attorney, as the same is not only concealing a Very material part of the Original Contract, but goes wholy to a denial that such a Negotiation, as the Assignment of the said Bond by the Replicant, ever existed and is prejudicial injurious to this Defendant. And this Defendant saith, that he hopes that the Several Matters Set forth in the said Narrative will Meet With the Approbation and Consideration of this Honble Court as Necessary parts towards the Answer and Defence of this Defendant to the said Bill of Complaint, and this Defendant Saith that what he hath set forth in his said Answer Relative to the Original of the Transactions and of his giving his Bond to the Trustees of the said Replicant is entirely true and the said Trustees disregard the payment of the said Nabobs Bond, as arrears and Interest from whence they were to be annually Obliged to pay them upon the Amount of this Defendants Bond, and the Replicant himself Guessed the same Line of Conduct towards this Defendant, the said Trustees at One of their meetings in the Year One Thousand Seven Hundred and Seventy Nine upon a Consideration of the Replicants Affairs, Among others gave their Opinions of this Defendants debt in the following Manner To Wit Upon Account of the Security Doctor Davis

Davis has given for his Debt, the same is involved with the Affairs of the Nabob & the Omrah, agreed that the consideration thereof shall be postponed until a future Opportunity" which together with the Letter Annexed to this Defendants Answer from the said Charles Dashe, Shews that the Arguments made use by this Defendant Were in a manner so entirely unconnected with the Matter and Question as the Replicants Attorney would Make them appear, for Notwithstanding any thing the Replicants said Attorney May pretend, that all Opinions Matters were entirely dissolved and Done away by the Bond granted by this Defendant to the Replicant, even the Supposing a fair and Candid View of the said Transaction it will Appear that the said Transaction was but a Continuation and part of what had proceeded it, the same Bond Was only exchanged for another, and the same Security continued under the Original Conditions, it was Required and Granted & And was handed down in the same State to the Replicants Attorney

And by way of further Rejoinder this Defendant denies how was present at the Assignment of the said Bond to the Replicants Attorney being then absent from the Jurisdiction of the Court, And of course could not be Assenting thereto, And Lastly this Defendant Saith that he is here earnest Will and Desire to do every Justice in the premises so which he may be Convicted with the Matters therein set and Referred and to grant him to do Respecting the same, That the Replicant would not have been in possession of this Defendants Bond had not the same as there is which the same was to be discharged been Obtained. That the prosecution and Issuing of under the circumstances set forth by him

Prayer

have been greatly onerous and distressing, not only to this Defendant Defendant in this particular Respect, but in many others, as well as to a great part of this Colony that the Sudden and unexpected Relation between the Repliants Attorney and this Defendant in this Respect, is a Circumstance that no consideration but the most Urgent Necessity would have induced the Repliant to have given Over the possession of the Bond to the Repliants Attorney and wen in that Case, he would not part with it without the Assignment of the Nabob's Bond, the Repliant, by that, having most Certainly in Vien the pleas this Defendant had in his power to make under the Equitable Consederation of this Honble Court against the immediate inforcing of payment thereof, this Defendant therefore humbly prays to refer the same to this Honble Court Under the Circumstances already Stated, in his Answer And as to any other Matter or thing whereto this Defendant hath not replied unto, this Defendant Saith that the same are Untrue imperfect and Evasive

All which Matters and things this Defendant is Ready and willing to Aver Maintain and prove as this Honble Court shall direct and Most humbly prays as in and by his Said Answer he hath Already prayed

Hy Du Puy
Attorney for the Defend^t

Cha^r Darke Witness

Interrogatories to such Witnesses as shall be produced Sworn and Examined in a certain Cause depending and at issue in the Honble the Mayor's Court at Madraspatnam Wherein Charles Darke of Fort Saint George Merchant by his Attorney Henry Alexander of the same place Esquire is Complainant, And Thomas Davis of the same place Esquire Surgeon in the Service of the Honble the United English East India Company Defendant

On the Part and behalf of the Complainant

Interry. 1st Do You know or Do You not know the Parties Complainant and Defendant in the Title of these Interrogatorys Named, if Yea, How long have You known them or either and which of them Declare

2^d Look upon the Paper Writing now produced and Shewn to You at this the time of Your Examination purporting to be a Bond or Obligation from the above said Defendant Thomas Davis to Charles Darke the above named Assignor for the payment of the Sum of Ten Thousand three Hundred and Seventy One Pagodas and Six fanams bearing date the first of January last in the Year One Thousand Seven Hundred and Eighty three is or is not the Name and Seal thereto Subjoined of the Hand and Seal of the said Thomas Davis the Defendant and whether he did or did not stand on the day of the date thereof Simply and Unconditionally indebted

unto

unto You in the Principal Sum of Ten Thousand three Hundred and Seventy One Pagodas and Six fanams if Yea Set forth the same Did You or Did You not make over by Deed of Assignment all Your Right and Interest in and to the said Bond or Obligation unto the said Complainant Henry Alexander, if Yea was such Deed of Assignment made on Account of a good and Valuable Consideration by You Received, and whether the said Writing now Produced and Shewn to You at this the time of Your Examination Purporting to be the said Deed of Assignment under date the Tenth day of July last in the Year One Thousand Seven Hundred and Eighty three is or is not of Your own Act and Deed And Whether the same was Absolutely Received by the said Henry Alexander as an Absolute Assignment with or without the Privity or Assent of the said Defendant Thomas Davis and how Privy or Assenting to the said Assignment taken place Was the Defendant and when and Where and before whom did the said Thomas Davis the above said Defendant Declare his Assent to such Assignment taken place, And Whether You do or do not belive that the said Henry Alexander would have taken an Absolute Assignment from You without the said Defendant had first Signefyed his Assent, And Whether You do or do not know that the said Defendant was wrote for his Assent during his Stay before Pondicherry And Whether the Absolute Assignment of the said Bond was not post-poned untill the Arrival of the said Defendant at Madras Declare the Whole that You know touching or Concerning this Interry to the best of Your Knowledge Remembrance and belief And Whether You have any Interest in the Issue of this Suit or how otherwise

Otherwise Declare

3d.... Look on the paper Writing now produced and Shewn to You at this the time of Your Examination purporting to be a Deed of Assignment of a Certain Bond or Obligation of his Highness Nabob Omdit Ul Omrah Bahauder to the above said Defendant for the Sum of Twelve Thousand four Hundred and thirty four Star Pagos and fourteen fanams is or is not the Sign and Signature thereto Set and Subscribed of Your own Setting and Subscribing And Whether the said Deed of Assignment so made was by and with the privity and Assent of the said Defendant first had and Obtained or How otherwise particularly Set forth and Declare to the best of Your knowledge Remembrance and belief

Last Interry.- Do You know of any other matter or thing or have You heard, or can You Say any thing Touching the Matters in Question in this Cause that may tend to the Benefit and Advantage of the Complainant in this Cause, besides what You have been interrogated unto? If Yea, Declare the same fully and at Large, as if You had been Particularly interrogated thereon

Chas. Bromley
Attorney for the Compt.

Eight hundred and Twenty Nine Pagodas and Nine fanams as the Ballance of Principal and Interest as the said Bond

Now know ye that I the said Charles Darke for and in Consideration of the said Sum of Ten Thousand Eight Hundred and Twenty Nine Pagodas and Nine Fanams Current Money of Madras to me in hand paid by Henry Alexander of Madras Esquire the Receipt whereof I do hereby Acknowledge and thereof and therefrom do Acquit Release and discharge the said Henry Alexander his Heirs Executors Administrators and Assigns for ever by these Presents Have Assigned transferred and Set over and by these Presents Do Assign transfer and Set over unto the said Henry Alexander All the said Bond And Written Obligation of the said Thomas Davis and all the Names Now due or hereafter to grow due thereon And I do hereby Covenant and agree for myself my Heirs Executors and Administrators to and with the said Henry Alexander his Executors Administrators and Assigns in manner and form following That is to say that I have not Received any Sum on Account or in part payment of the said Bond Save as is above Set forth and that there is now due thereon the said Sum of Ten Thousand Eight hundred and Twenty Nine Pagd and Nine Fanams and that I have not done or will hereafter do any Act to impeach the Right or Title of the said Henry Alexander to the said Bond or the Monies due or to grow due thereon But will approve and allow of all that the said Henry Alexander or his Lawful Representatives

tatives Shall do for the Recovery thereof And I do by these presents Nominate Constitute and Appoint the said Henry Alexander his Executors Administrators or Assigns or his or their Lawful Atty or Attornies My Lawful Attorney for Recovering and Receiving of the said Thomas Davis or his Representatives the Money due or to Grow due under and by Virtue of the said Bond In Witness Whereof I have hereunto Set my Hand and Seal in Madras this Tenth Day of July in the Year of Our Lord One Thousand Seven Hundred and Eighty three

Chas Darke (L.S.)

Sealed and Delivered where No Stampt Paper is to be had in the presence of - - - - - -

J. Popham
James Johnson

This Exhibit No 2 was Shewn to Charles Darke at the time of his Examination before me on the part of the Complainant in a Cause depending in the Honble Mayor's Court at Madraspatnam wherein Charles Darke by his Attorney Henry Alexander is Complainant and Thomas Davis is Defendant on the 21st day of January Anno Domini 1784

Oliver Colt
Examiner

To all to whom these Presents shall come Thomas Davis of Madras Surgeon sends Greeting Whereas the said Thomas Davis is indebted unto Charles Darke of Madras Merchant in the Sum of Ten Thousand Three Hundred and Seventy One Pagodas, for which said Sum the said Thomas Davis hath Executed

Executed One Bond or Obligation bearing even date herewith Sealed
Conditioned for the payment of the said Sum of Ten Thousand Three
Hundred and Seventy One Pagodas with Interest at the Rate of
Twelve per Cent per Annum unto Charles Darke at the time and
in Manner as by the said Bond or Obligation and the Condition
thereof (reference being thereunto had may Appear, And Whereas
His Highness Nabob Vendatt Ill Omrah Bahander Eldest
Son of the Late Nabob Wallajah &c &c hath Executed an Instrument
dated the Twenty fifth day of August One Thousand Seven
Hundred and Seventy Eight as Translations whereof is hereunto
Subjoined whereby the said Nabob Vendatt Ill Omrah binds
himself to pay unto the said Thomas Davis the Sum of Twelve
Thousand four Hundred and Ninety four Star Pagodas and fourteen
Fanams in Twelve Months from the date of the said Instrument
With Interest at and after the Rate of Twelve per Cent per Annum
which said Instrument the said Thomas Davis hath Agreed to
Assign by way of Collateral Security to the said Charles Darke
Now these Presents Witness that the said Thomas Davis
Hath Assigned Transferred and set over, and by these Presents
Doth Assign Transfer and set over the said Bond of the said
Nabob Vendatt Ill Omrah unto the said Charles Darke
To Hold to him or his Heirs Executors Administrators or Assigns
to his or their Only use and behoof forever, Subject nevertheless to
Redemption on payment by the said Thomas Davis his Heirs
Executors or Administrators of the said Sum of Ten Thousand
Three Hundred and Seventy One Star Pagodas together with all
Interest that may be due thereon to the said Charles Darke, and the
said Thomas Davis doth hereby Covenant and Agree in manner
following, that he shall & will Remove All Charge Incumbrance or Otherwise

impeachable Title to the said Bond of the said Vendatt Ill Omrah
and that he hath full Power to Assign the same in manner afore
said, and also that he will do any further or other Act to secure
the payment of the said Bond to the said Charles Darke in manner
aforesaid In Witness whereof the said Thomas Davis hath
hereunto Set his hand and Seal this first Day of January in
the Year of Our Lord One Thousand Seven Hundred and Eighty
three

Thos Davis (L.S.)

Sealed, Signed and delivered
where no Stamp Paper is to be had
in the Presence of - - - - - - - - -

John Oldham

Translation of a Persian Bond Referred to in the within
Assignment Sealed and Signed by Nabob Vendatt Ill Omrah
Bahawder

Received this Instrument of Doctor Davis the Sum
of Star Pagodas 12,495 15 Fanams Dated the 23^{d} day of August
1778 to Remain at Interest at 12 per Cent per Annum Fanams 12
in Twelve Months

This Exhibit N° 5 Was Annexed to Charles Darke
at the time of his Examination before me and the Register of the Court in
said Cause depending in the Honble Mayors Court at Madraspat
nam wherein Charles Darke by his Attorney Henry Alexander
is Complainant and Thomas Davis is Defendant and sworn this 6
Day of January Anno Domini 1784

Thomas Coles
Examiner

To all to whom these Presents shall Come Charles Darke of Fort
Saint George Merchant Sent Greeting Whereas Thomas Davis
did Stand indebted unto the said Charles Darke in the Sum of
Ten Thousand three hundred and Seventy One Pagodas for which
Said Sum the said Thomas Davis did Execute one Bond or
Obligation bearing date the first day of January One Thousand
Seven Hundred and Eighty three for the Payment of the said
Principal Sum and Interest after the Rate of Twelve per Cent
pr Annum And Whereas His Highness Nabob Omdel
Ul Omrah Bahauder did by a Certain Instrument in
Writing bearing date the Twenty fifth day of August One
Thousand Seven Hundred and Seventy Eight Acknowledge
himself to be indebted unto the said Thomas Davis in the
Sum of Twelve Thousand four Hundred and thirty four
Star Pagodas and fourteen fanams which said Instrument
the said Thomas Davis did Assign Transfer and Setover
unto the said Charles Darke as a Security for the payment
of the said Bond of the said Thomas Davis for the Sum of
Ten Thousand three hundred and Seventy One Star Pagodas
And Whereas the said Charles Darke stands justly and
truly Indebted unto Henry Alexander of Fort Saint George
Esquire in the Sum of Ten Thousand Nine Hundred and fifty
Eight Pagodas and thirty four fanams being Principal and
Interest due on Account Current Adjusted and Settled by
between the said Charles Darke and Henry Alexander bearing
even date herewith And Whereas the said Charles Drake and
Henry Alexander Have Agreed to and with each other that the
said

said Charles Darke shall make over all his Right and Title to
and in the Bond of the said Thomas Davis to the said Charles
Darke under date the first day of January One Thousand Seven
Hundred and Eighty three and also all his the said Charles Darke's
Right and Title in and towards the said Nabob's Bond or Obligation
Given by the said Thomas Davis as a Collateral Security to the
said Charles Darke And Whereas the said Charles Darke
has so made over by Deed of Assignment under date the Tenth
day of July One Thousand Seven hundred and Eighty three
the said Bond or Obligation of the said Thomas Davis in part
Payment of his the said Henry Alexander's Demand And for
as much as the said Charles Darke has Agreed to make over
the said Bond or Obligation of the said Nabob Omdel Ul Omrah
to the said Henry Alexander by and with the Permission of the
said Thomas Davis being first had and Obtained, Now therefore
Know Ye that I the above said Charles Darke for and in Conside-
ration of the Premises Do hereby Transfer Assign and Setover
All my Right, Claim and Demand of and into the Bond or
Obligation of the said Nabob Omdul Ul Omrah Bahauder
together with such Produce thereof as may from time to time
be paid Subjecting the said Bond or Obligation to the Redem-
ption of the said Thomas Davis on the payment of the
Principal and Interest due on his Bond to the said Charles
Darke and by him Assigned over to the said Henry Alexander
hereby giving full power and Authority in the Name of the
said Thomas Davis to Sue for and Recover and Receive by all
Ways and means Whatsoever of and from the said Nabob
Omdut

Omdut Ul Omrah the Amount of the Bond or Obligation and upon the Receipt thereof the same the said Henry Alexander to Apply to his own Use and benefit In Witness whereof I have hereunto Set my Hand and Seal this Tenth day of July One Thousand Seven Hundred and Eighty three

Signed, Sealed and Delivered Where no Stampt Paper is to be had in the Presence of ..... } Chas Darke (L.S.)

James Johnson

Peter Walker

This Exhibit No. 4. Was Shewn to Charles Darke at the time of his Examination before me on the part of the Complainant in a Cause depending in the Hon'ble Mayor's Court at Madraspatnam Wherein Charles Darke by his Attorney Henry Alexander is Complainant and Thomas Davis is Defendant on the 21st day of January Anno Domini 1784

Oliver Colt
Examiner

Mayor's Court at Madraspatnam } Between Charles Darke of Fort Saint George Merchant by his Attorney Henry Alexander of the same Place Esquire Complainant, And Thomas Davis of the same place Esquire Surgeon in the Service of the Hon'ble the United English East India Company Defendant On the Part of the Complainant

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

Charles Darke of Madras Merchant Aged 40 Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the 21st Day of January 1784. Signified at the Office of Mr. Henry Du Puy who is Attorney for the Defendant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant's Attorney Henry Alexander in this Cause, and that he hath so known him Ten Years or thereabouts — and that he doth know the Defendt Thomas Davis in this Cause, and that he hath so known him ten Years or thereabouts — And more saith not to this Interrogatory

2 ..... To the Second Interrogatory this Deponent saith, upon the Paper Writing now produced and Shewn to him at this

this time of his Examination, purporting to be a Bond or Obligation from the above said Defendant Thomas Davis to Charles Darke the above named Assignor for the Sum of Ten thousand three hundred and Seventy One Pagodas and Six fanams bearing date the first day of January last, in the Year of Our Lord One thousand Seven hundred and Eighty three, that the name and Seal thereto Subjoined is the Seal and hand Writing of the said Thomas Davis the Defendant and this Deponent saith that the said Thomas Davis did stand on the day of the date thereof simply and unconditionally indebted unto him the Principal Sum of ten thousand three hundred and Seventy One Pagodas and Six fanams as Already set forth And this Deponent saith that he did Make over by Deed of Assignment all his Right and Interest in and to the said Bond or Obligation unto the said Compl.t Henry Alexander, and this Deponent further saith that such deed of Assignment was made on Account of Good and Valuable Consideration received by him, and that the Paper writing now produced and Shewn to him at this time of his Examination Purporting to be the said Deed of Assignment under date the tenth day of July last in the Year One thousand Seven hundred and Eighty three is of his own Act and Deed — and this Deponent Saith that the same was Actually received by the said Henry Alexander as an Absolute Assignment, and this Deponent Saith that he wrote to Mr. Davis at Cuddalore informing him that he had Assigned over the bond upon the tenth day of July

July as set forth Copy of which Letter he delivered to Mr. Alexander or his Attorney for him, to which Letter this Deponent did not receive any written Answer for the said Defendant immediately after the receipt of the said Letter left Cuddalore for Madras and Arrived here Shortly afterwards, upon this Deponents being informed of his Arrival he Wrote a Note to the said Thomas Davis requesting him to meet this said Deponent at Mr. Bromley's House Attorney for the Complainant When this Deponent went to Mr. Bromley's house he found that the said Defendant Thomas Davis had been there, but was gone some time before this Deponent arrived, and this Deponent saith that Mr. Bromley told him to the best of his remembrance, that he had seen Mr. Davis and that all was Very well for the Defendant Thomas Davis said that the bond was a just one, and that he consented to the Assignment, on which Mr. Alexander received the Bond and Assignment in full discharge of this Defendant debt to him, as far as the Amount of it, principal and Interest to the Said tenth day of July and this Deponent saith, that he doth not believe that the said Henry Alexander would have Accepted the Bond and Assignment without the said Defendant Thomas Davis first having given his consent and this Defendant saith that he has no Interest in the Issue of this Dispute — and more Saith not to this Interrogatory —

3rd - - - - - - To the third Interrogatory this Deponent Saith, upon the paper Writing now produced and Shewn to him at this time of his

his Examination purporting to be a Deed of Assignment of a Certain Bond or Obligation of his Highness Nabob Omdil Ul Omrah Bahauder to the abovesaid Defendant for the Sum of twelve thousand four hundred and thirty four Star Pagodas and fourteen fanams, that the sign and Signature thereto Set, and Subscribed, is of his own Setting and Subscribing, and that the said Deed of Assignment so made was by the Privily and Assent of the said Defendant and this Deponent further saith that although the said Deed of Assignment is dated upon the tenth day of July aforesaid it Was not executed untill Thomas Davis the said Defendts Arrival at Madras when his Consent was obtained for that Purpose And more saith not to this Interrogatory

To the last Interrogatory this Deponent saith, that he does Not know of any other matter or thing touching the matters in Question, more than he has Already set forth And more Saith not to this Interrogatory

Oliver Colt
Examiner

Chas Darke

Monday 10th o'Clock

Sir

I here Made three Attempts to come to an Explanation with Lord Macartney Relative to the final and Satisfactory Adjustment of my Accounts His Lordship Says it shall be fully discupd the first Committee, which I am in Person to Attend, but the Impertunity of Major Alexander is so pressing He does not give me time to do them Justice, but Agreebly to Your information is Determined to destress me This I cant help, but I am Conceives I do not deserve such Treatment; And I am Likewise Certain No Man can be more indefatigable in His Indeavours to settle all Acct first with the Company and afterwards as for it will go with His Credetors

I am Sir
Yr Most Obed Servant
Thos Davis

Chs Bromley Esqr

Dear Sir

I have ben pressing with Lord Macartney and I hope I shall soon be able to Ascertain how much I am Realy Worth the enclosed is my Answer to Your Letter of Friday Last and I can do no more tho no Man is more Willing

The Army will be at Mamalung to morra and Money will be Sent Out to pay something to the Surgeons when the Little Concern of 20 Ps shall be Adjusted

I beg of You to Represent to Mejar Alexander the

the Cruelly and improprietty of his pushing Matters with a Man who means well by him — Good God Sir, I cannot Coin Money — and You Very well know the Situation of Affairs I shall hope therefore You may influance the Mejor to remain Quiet till I can turn myself about to His real Advantage —

Yrs Obediently

Thos Davis

Monday

Mayor's Court at Madraspatnam } Saturday the 1st Day of May Anno Domini 1784

L.S.

Present

John Menzies Esquire Mayor
James Call — Edward John Hollond
Edward Garrow — Philip Stowey
and George Savage — Aldermen

Mayor's Court

Between Charles Darke of Fort Saint George Merchant by his Attorney Henry Alexander of the same Place Esquire Complainant and Thomas Davis of the same place Surgeon and in the Service of the Honble the United English East India Company Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attorney for the Complainant / the Attorney for the Defendant having declined Acting /

On Reading the Complainants Bill with Copys of a Bond Account Current and Transfer Annexed, the Defendants Answer With Copys of a Mortgage Bond and an Assignment Annexed the Replication, the Rejoinder, the Interrogatories and Deposition on the part of the Complainant with four Exhibits Annexed and Two Exhibits on the part of the Complainant On Hearing the Pleadings Made use of by the Attorney and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant to pay unto the Complainant the full and Just Sum of Ten thousand Eight hundred and Ninety Nine Star Pagodas and Nine fanams / Star Pagodas 10899 " 9 " " / together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

Pr Cur

Filed 18th Novr 1784 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Robert Henderson of Madras Merchant that George Bong an Ensign in the Service of the Honble United English East India Company at their Presidency of Fort Saint George Stands well and truly Indebted

indebted unto Your Orator in the full and just Sum of
Three hundred and forty Six Pagodas and two fanams Current
Money of Madras Making in Sterling Money of Great Britain
at the Rate of Eight Shillings for every Pagoda the Sum
of One hundred and Thirty Eight Pounds Eight Shillings and
five pence or thereabouts as will more fully and at large appear
by Copies of a Note of hand and an Account hereunto Annexed
for the Inspection of this Honble Court and which are prayed by
Your Orator to be taken as parts of this his Bill of Complaint
the Originals being in Your Orator's Possession and are Ready to be
Produced when Required And Your Orator further sheweth
unto this Honble Court That he hath frequently and in an
Amicable Manner Requested Payment from the said
Burg of the said Sum of Three hundred and forty Six Pagodas
and two fanams Current Money of Madras

But now so it is May^t Please this Honble
Court That the said George Burg 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 Genral Relief as to this Honble Court shall appear
Agreable to Equity and Good Conscience To the End
Therefore That the said George Burg 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 perfectly and Effectually to all Intents
and purposes as if the same were here again Repeated and
Particularly Interrogated and That he may be Decreed to pay

unto Your Orator the said Sum of Three hundred and forty Six
Pagodas and two fanams Current Money of Madras with all
Interest that now is or shall hereafter become due thereupon
also all Costs of this Suit

May it Please this Honble Court to Cause
the said George Burg to be Summoned and Required by the
Sheriff of Fort Saint George Town of Madraspatnam and the
Districts thereof Personally to be and Appear before this
Honble Court at a Certain Time and place to be by this Honble
Court prefixed and Appointed then and there to Answer
this Your Orator's Bill of Complaint and further to stand
to and abide by such Order and Decree therein as to this
Honble Court shall Seem Meet

Edward Ellis
Attorney for the Complt

This Bill was sworn to in Court
the Day of Adjournment Leta
Summons Returnable the Next Court
Day June

John Menzies
Mayor

Promise to pay to Mr Robert Henderson or his Order
the Sum of Three Hundred Six Pagodas One Month after the
Date hereof Value Received

Signed Geo: Burg

Madras
17th January 1786

A true Copy

Edward Ellis
Atty for the Complt

Ensign George Bong Dr

To his Note of Hand for Cash lent him in Madras on the 17th day of January last past ..... 300 " "

To Interest on Do for 10 Months at the Rate of 12 per Cent per Annum ..... 30 " "

To Sundries as p Bill to 1st January 1784 ..... 12 32 "

To Do ... as p Do 20 May ..... 36 "

To Do ... as p Do 1 August ..... 2 22 "

Pags ..... 356 2 "

Fort St George
17th November 1784

E E

Signed R. Henderson

A true Copy

Edward Ellis
Attorney for the Complt

Mayor's Court at Madraspatnam } Tuesday the 14th Day of June Anno Domini 1785

Present

Philip Howey Esquire Mayor
James Call and Isaias du Pre Porcher
Aldermen

L.S.

Mayor's Court

Between Robert Henderson of Madras Merchant Complainant and George Bong Esquire in the

Service of the Honble United English East India Company at Their Presidency of Fort Saint George Defendant

It appearing by the Records of this Court that the Space of Six Months of the Time Limitted in the Majesty's Charter is elapsed since the Return of the Warrant of Sequestration issued against the Defendants Effects and that the Defendant has not made any Appearance in Court To Answer the Complainants Bill This Court doth Therefore think fit to Order and Decree and it is accordingly Order and Decreed that the Defendant shall pay unto the Complainant the full and just Sum of Three hundred and forty Six Pagodas and Two fanams / Star Pagodas 346 2 " Together with Such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

Dr Cur

Filed 15th March 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Samuel Swabback of Fort Saint George Merchant That Nathaniel Barlow late of Fort Saint George Esquire the Sole Administrator of all and Singular the Goods Chattels Credits Rights and Effects of Dawsanna Drake late of

of Fort Saint George Esqr. Deceased stands Indebted unto Your Orator as Administrators as aforesaid in the full and just Sum of Eight Thousand Nine Hundred and Sixty five Pagodas and four fanams Current Money of Madras Making nine Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of three Thousand five Hundred and Eighty Six Pounds and One Shilling or thereabouts as will More fully and at large Appear by Copy of an Account Current and also by Copy of two Bonds or Obligations given and Granted unto Your Orator by the said Deceased Dawsonne Drake in his life Time to Wit One under the Date of the fourth day of October One Thousand Seven Hundred and Twenty Nine and an other under the Date of Twenty Sixth day of June One Thousand Seven Hundred and Eighty Payable on Demand With Interest at the Rate of Ten per Cent per Annum which are Annexed for the Inspection of this Honble Court all which Your Orator prays may be Admitted as part of this his Bill of Complaint and Whereas Your Orator hath frequently and in an Amicable Manner Requested payment of the said Sum of Eight Thousand Nine Hundred and Sixty five Pagodas and four fanams from the said Nathaniel Barlow who is now absent from the Jurisdiction of this Honble Court and hath left John Menzies and Peter Walker his Lawfull Constituted Attorneys from whom also Your Orator hath frequently demanded payment

But now so it is May it Please this Honble Court the said Nathaniel Barlow and John Menzies and Peter Walker Obstinately and Wilfully to Spare

to pay the Same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a Genl Relief Such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Nathaniel Barlow John Menzies and Peter Walker may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully Truely and Effectually to all Intents and purposes as if the Same were here again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Eight Thousand Nine Hundred and Sixty five Pagodas and four fanams together with all Such Interest as Now or shall Hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Nathaniel Barlow as Administrator as aforesaid and John Menzies and Peter Walker as his Attornies to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras patnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prescribed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order

Order and Decree thereinafter to this Honble Court shall
Issue Nisi
3rd March 1785
Hz Dii Piry
This Bill was shewn to me : Attorney Complainant
Between the day of Adjournment
let a Summons issue Returnable
Next Court day
Philip Stoney
Mayor

D.s The United States of America Dr
to Samuel Boutlack

		£	s.	d.
1779	To Cash Allowed Sheriff Richland			
Dec.	To Do Do Do			
1780	To Do Do Do			
Jany.	To Do Do Do			
1785	To Do Do Do			
March	To Do Do Do			
	To Cash Allowed Sheriff Richland			
	To Do Do Do			
	To Do Do Do			
	To Do Do Do

Know all Men by these Presents that I Dawsonne Drake of Fort St. George am held and firmly bound unto Saml. Troutback of the Same place in the Penal Sum of Four Thousand Star Pagodas to the payment whereof well and truely to be made to the said Samuel Troutback his heirs Executors Administrators or Asigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents. In Witness whereof I have hereunto set my hand and Seal at Fort Saint George this thirteenth day of October in the Year One Thousand Seven Hundred and Seventy Nine

Whereas the above bound Dawsonne Drake hath borrowed and Received of the above Named Saml. Troutback the full and just Sum of Two Thousand Star Pagodas to Run at Interest at the rate of Twelve Cent per Annum payable on Demand

Now the Condition of this Obligation is such, that if the above bound Dawsonne Drake his heirs Executors Administrators or Asigns, shall well and truely pay or Cause to be paid unto Saml. Troutback his heirs Executors Administrators, or Asigns the full and just Sum of Two Thousand Star Pagodas together with such Interest as shall or may become due thereupon from time to time this Obligation to be Void and of No Effect otherwise to continue in full force and Virtue

Signed Sealed and Delivered Where no Stamped Papers is to be had in the presence of

Dawsonne Drake L.S.

J. Stevens

True Copy
H.Z. Du Pre
Actg Complainant

Fort St. George the 4th May 1780

Received for Six Months Interest of this Bond Pags 100 " "

E. E. Pr. S. Troutback

Fort St. George 24th October 1780 Received Three Interest of this Bond for Six Months 13th Instant Pags 300 " "

S. Troutback

Fort St. George 27th February 1783

Received a Dividend of 23 p Cent thereon Three Hundred Pagodas being Pagodas 300 " "

S. Troutback

Know all Men by these Presents that I Dawsonne Drake am held and firmly bound unto Saml. Troutback of Fort St. George in the penal Sum of Twelve Thousand Star Pagodas to the payment whereof well and truely to be made to the said Saml. Troutback his heirs Executors Administrators or Asigns I do hereby bind myself my Heirs Executors and Administrators firmly by these Presents. In Witness Where of I have hereunto set my hand and Seal at Fort St. George this Twenty Sixth day of June in the Year One thousand Seven Hundred and Eighty

Whereas the Above bound Dawsonne Drake hath borrowed and Received of the above Named Saml. Troutback the full and just Sum of Six Thousand Star Pagodas to Run at Interest of Twelve Cent per Annum payable on Demand

Now the Condition of this Obligation is Such that if the above bound Dawsonne Drake his Heirs Executors Administrators or Asigns shall well and truely pay or Cause to be paid unto Saml. Troutback his heirs Executors Administrators or Asigns the

the full and just Sum of Six Thousand Star Pagodas together with Sum 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 Stamped Paper is to be had in the presence of

James Johnson
C. Alvaud

Dawsonne Drake (L.S.)

Fort St. George the 28th December 1780
Received the Interest for Six Months Pagos three hundred (300)

L. Troutback

Fort St. George 27th February 1783
Received a Dividend of 25 ℘ Ct. on the Within Sum of Six Thousand Pagodas being Pagodas 1500 " "

True Copy

Hy. Dii Puy
Attorney Complainant

Filed 12th April 1783

The Answer of Nathaniel Barlow Esquire by his Attornies John Menzies of Fort Saint George Esquire and Peter Walker of the same place Attornies at Law Sole Administrator with the Will Annexed, to all and Singular the Goods and Chattels Rights and Credits of Dawsonne Drake formerly of Fort Saint George Esquire Deceased, Defendant to the Bill of Complaint of Samuel Troutback of Fort Saint George Merchant Complainant

The said Defendant by his said Attornies Now and at all times hereafter saving and Reserving unto himself as Sole Administrator as aforesaid all and all manner of Benefit and Advantage of Exception which may hereafter be had or taken to the manny Errors, Untruths incertainties, insufficiencies, and imperfections in the said Bill of Compt. Contained for Answer thereunto or unto so much thereof as he this Defendant is Advised doth Materially Concern him to Make Answer unto He this Defendant as sole Administrator as aforesaid by his said Attornies Answereth and Saith, that he this Defendant having Obtained Letters of Administration with the Will of the deceased Dawsonne Drake Annexed from the Kings Ordinary and Under the Seal of this Honble Court to the Estate and Effects of the late Dawsonne Drake Esquire deceased He this Defendant

Accordingly

Accordingly took upon himself the Burthen of Sole Administrator And this Defendant by his said Attornies saith, that since he hath so entered upon the Trust and Burthen of Sole Administrator as aforesaid, he hath to the Utmost of his Power in his own proper person and also by his Attornies Exerted himself to the Utmost to Collect in and Receive the Many Outstanding Debts and Ballances due and Owing from and Owing from the said Estate But from the late Publick Distresses and Calamities of War, Scarcity of Current Cash, Lowness of Credit, and other Distressing Circumstances, He this Defendant as Administrator as aforesaid hath Not been able to Act in the Premisses so fully and Effectually as he wished, or even to collect in or Receive Sufficient to pay off and Discharge the Judgment and Bond Creditors who have long since instituted or Recovered Suits in this Honble Court against this Defendant as the Sole Administrator of the said Dawsonne Drake Esquire deceased, and to which Judgment and Specialty Debts as this Defendant is Advised he this Defendant as Administrator as aforesaid of Twenty five per Cent paid by this Defendant to the now Complainant as the Administrator as aforesaid Established and proved the Institution and Desire of this Defendant to pay off and Satisfie every Just Demand against the Estate of the said Dawsonne Drake so far as the Receipts of Effects and Recovery of Debts due and Owing to the said Estate would Enable him And this Defendant as Sole Administrator as aforesaid by his said Attornies further saith that the Complainant

Ought to have Waited with Patience until the Monies due to the Estate Could be Received and Collected in without harrassing this Defendant as Administrator with a Suit at Law for Recovery of a Debt which this Defendant as Administrator as aforesaid had Not only Admitted to be just but Confirmed the same by part payment of One fourth of the Principal Sums Due upon the two Bonds or Written Obligations in Question And therefore this Defendant as Administrator as aforesaid Submits to the Consideration of this Honble Court if the Complainant ought not to pay the Costs and Charges in the Law for prosecuting a Suit without Cause And this Defendant as Administrator as aforesaid by his said Attornies further Submits that a Reasonable Time be Allowed from a Decree before Execution Issues to enable this Attornies to Collect in Monies to pay off and Discharge the Demands of the now Complainant without Subjecting the Effects belonging the Estate to be sold at an under Value by Publick Outcry - And therefore prays that he may be Allowed Twelve Months or such other time as this Honble Court shall think Right to pay off and Satisfie such Decree as they may be pleased to make in the Premisses before a Writ of Execution be Awarded or Allowed to Issue

All which Matters and things this Defendant by his said Attornies 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

Costs and Charges in this behalf Most Wrongfully Sustained

Edward Ellis
Attorney for the Defendant

Mayor's Court at Madraspatnam } { Tuesday the 14th Day of June Anno Domini 1785

Present

L.S. Philip Stowey Esquire Mayor
James Call and Josias du Pre Porcher
Aldermen

Mayor's Court

Between Samuel Troutbeck of Fort Saint George Merchant Complainant and Nathaniel Barlow late of Fort Saint George Esquire the Sole Administrator of all and Singular the Goods Chattels Credits Rights and Effects of Dawsonne Drake late of Fort Saint George Esquire Deceased Defendant

Filed 24th Novr 1783

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Paramaswah Moodellyar by his Attorney Joseph De Sylva of Madraspatnam aforesaid Inhabitant that Teroomashe Moodelly of the Same place Inhabitant, Stands well and truly indebted unto Your Orator in the full and just Sum of Fifty Eight Pagodas Eleven fanams and Seventy Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Twenty three Pounds and Seven Shillings or thereabouts, as will more fully and at Large Appear by a Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays

May

May be Admitted as part of this Your Orator's Bill of Complaint, the Original of which is in Your Orator's possession and Ready to be Produced, whenever Your Orator shall, by this Honble Court, be thereunto Required Your Orator further Sheweth unto this Honble Court that there now remains due unto Your Orator for Principal and Interest on the said Account Current the Sum of fifty Eight Pagodas Eleven fanams and Seventy Cash, and the said Teroomashe Moodelly hath not nor hath any One for him paid or Caused to be Paid unto Your Orator or unto any one for Your Orator's Use, either the whole or any part of the said Sum of fifty Eight Pagodas Eleven fanams and Seventy Cash Your Orator further Sheweth unto this Honble Court that on the Tenth day of the Month of October in the Year of Our Lord One Thousand Seven hundred and Eighty three Your Orator executed unto the said Joseph De Sylva of Madraspatnam aforesaid Inhabitant, an Assignment of the said Account Current and of the Money thereupon due and Owing and which may become due and owing thereon, and of all Your Orators Right and Interest of in and to the same and every part thereof, and Your Orator hath Made Constituted, and Appointed the said Joseph De Sylva his Heirs Executors, Administrators and Assigns to be Your Orators true and Lawfull Attorney or Attornies irrevocable, for Your Orator and in Your Orators Name and in the Name and Names of Your Orators Heirs, Executors, Administrators and Assigns, but for the Sole and proper Use and Benifit of the said Joseph de Sylva his Heirs Executors Administrators and Assigns to Ask, require, demand, and Receive of the said Teroomashee Moodelly his Heirs, Executors Administrators and Assigns the money due and to become due on the said Account Current, and on Non

Payment thereof him the said Teroomashee Moodelly, his Heirs, Executors Administrators and Assigns, to sue for and Recover the same, and on Payment thereof to deliver up and Cancell the said Account Current and give Sufficient Releases and discharges therefor, Your Orator Allowing Ratifying and Conferming whatsoever the said Joseph De Sylva shall Lawfully do in the premises as will Morefully and at Large Appear by a Copy of the said Assignment hereunto Annexed for the Inspection of this Honble Court, which Your Orator prays may be Admitted as part of this Your Orators Bill of Complaint the Original, of which is in Your Orator's possession and Ready to be produced whenever Your Orator shall, by this Honble Court be thereunto Required. Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Teroomashee Moodelly of the said Sum of fifty Eight Pagodas Eleven fanams and Seventy Cash

But now so it is May it Please this Honble Court that the said Teroomashee Moodelly doth Obstinately and Wilfully Refuse to pay the same or to give Your Orator any manner of Satisfaction Touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Teroomashee Moodelly may upon his Corporal Oath full true Direct and perfect Answer Make to all and Singular the Matters and things herein before set forth and Alledged, as fully, truely perfectly and Effectually to all Intents and purposes, as if the same were hereagain Repeated and Particularly Interrogated, and that he may be Decreed to pay unto Your Orator the said Sum of fifty Eight Pagodas Eleven fanams and Seventy Cash with all Interest that Now is or shall hereafter become due thereon and also all Costs

of

of this Suit

May it Please this Honble Court to Cause the said Turramacher Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madrasapatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court prefixed and Appointed, there and then to Answer this Your 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

Thomas Jones

Attorney for Complainant

Turramacher Moodelly & Co^s Account Current

| | | |

To all People To whom these Presents shall Come
Greeting Whereas Jeremanaiken Modelly of Madrasspatnam Inha
bitant owes and by the Ballance of an Account Current bearing date
the Tenth day of October in the present Year of Our Lord One Thousand
Seven hundred and Eighty three stands indebted Unto Paramanaiwah
Modelly as of Madrasspatnam aforesaid in the Sum of Fifty Eight
Pagodas Eleven Fanams and Twenty Cash as by the said Account
Current May appear and whereas there Now Remains Due to the
said Paramanaiwah Modelly on the said Account Current the
Sum of Fifty Eight Pagodas Eleven Fanams and Twenty Cash
Making in Sterling Money of Great Britain at the Rate of
Eight Shillings for every Pagoda the Sum of Twenty three Pounds
and Seven Shillings or thereabouts Now Know Ye that the said
Paramanaiwah Modelly ar for a Valuable Consideration to him in
hand paid by Joseph De Sylva of Madrasspatnam aforesaid Inha
bitant at or before the Sealing and Delivery of these Presents the
Receipt whereof the said Paramanaiwah Modelly ar Doth hereby
Acknowledge he the said Paramanaiwah Modelly ar hath Assigned
and do Assign and by these presents Doth Assign and set over unto the
said Joseph De Sylva the said Account Current and the Money
thereupon Due and Owing and which may become Due and owing
thereon and all his Right and Interest of in and to the same and
Every Part thereof and the said Paramanaiwah Modelly ar for the Conse
derations aforesaid hath made Constituted and Appointed and by
these Presents Doth Make Constitute and Appoint the said Joseph
De Sylva his Heirs Executors Administrators and Assigns his true
and Lawfull Attorney or Attornies irrevocable for him and in his
Name and for the Name and Names of his Heirs Executors Administrs
and

and Assigns but for their Sole and Proper Use and Benifit of the said
Joseph De Sylva his Heirs Executors Administrators and Assigns to
Ask Require Demand and Receive of the said Jeremanaiken Modelly his
Heirs Executors Administrators and Assigns the Money Due and to
become Due on the said Account Current and on any payment
thereof him the said Jeremanaiken Modelly his Heirs Executors
Administrators and Assigns to sue for and Recover the same and
on payment thereof to Deliver up and Cancel the said Account
Current and give Sufficient Releases and Discharge therefor and
One or More Attorney or Attornies under him to make Constitute and
Appoint and whatsoever the said Joseph De Sylva his Attorney or
Attornies shall Lawfully do in the Premises the said Paramanaiwah
Modelly ar Doth hereby allow and affirm and the said Paramana
iwah Modelly ar Doth Covenant with the said Joseph De Sylva
that he the said Paramanaiwah Modelliar hath not Received nor
Will Receive the said Money Due or to become Due on the said Accts
Current or any part thereof Neither shall nor will Release or Discharge
the same or any part thereof but will Owns and Allow of all Lawfull
Proceedings for the Recovery thereof by the said Joseph De Sylva saving the
said Paramanaiwah Modelly ar harmless of and from any Costs that
May happen to him thereby In Witness whereof the said Paramana
iwah Modelly ar hath hereunto set and affixed his hand and
Seal in Madrasspatnam aforesaid this Tenth Day of October in the
Year of Our Lord One Thousand Seven hundred and Eighty three

Signed Sealed and Delivered
Where no Stamp Paper is to be had
in the Presence of
(Signed) Venkatarayaloo
(Signed) Irepiliah

(Signed) Paramasewum

A True Copy
Thomas Jones
Attr for Complt

Filed 24th Nov. 1783

In the Honble the Mayor's Court at Madrass pattanam

To Mr. Thomas Jones

Attorney at Law

Sir

Yeroomashee Moodelly stands Indebted and owing the Amount of the Accompanying Account Current by Virtue of an absolute Assignment, which he refuses to Discharge. You are therefore hereby Authorized and Required to Commence and Prosecute Against him the said Yeroomashee Moodelly, in the Mayor's Court for the Recovery of the Amount thereof and to do such things thereon and therein and proceed thereupon in such Manner as You shall Judge or think proper or Necessary for Carrying on such Suit With Effect

Madras 22d Oct. 1783

I am Sir

Your Obedient Servant

Joseph de Sylva

Filed 2d Feby 1784

The Answer of Yeroomashee Moodelly late of Madras but at present of Madras Inhabitant Defendant to the Bill of Complaint of Yeroomashee Moodelly by his Attorney Joseph De Sylva of the same place Inhabitant Complainant

This Defendant Now and at all Time hereafter saving and reserving unto himself all and all manner

And Advantage of Exception to the Many Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is advised is Material for this Defendant to make Answer unto he this Defendant Answereth and Saith That he Absolutely denies to stand indebted unto the said Complainant either in the Sums of Fifty Eight Pagodas Eleven Fanams and Seventy Cash Current Money of Madras or in any other Sum or Sums of Money whatsoever as the same is unjustly and falsely Set forth and Stated in the said Complainants Bill of Complaint and in the Account Current thereunto Annexed And for further Answer Saith That he denies to have Received from the Complainant the Sum of Sixty Pagodas Twenty two Fanams and Forty Cash as is charged in the said Account Current as the same was Borrowed by this Defendant from the Complt at the Time and Expressed Upon any particular Account Upon which the same was paid nor the Place where the said pretended Loans are Supposed to have been Received by the Complainant in order to enable this Honble Court to determine with Clearness upon the Nature of the Demand even Supposing the same to be Just which this Defendant absolutely denies that he is Not Prepared for further Answer this Defendant Saith That about the Twenty seventh of June One Thousand Seven Hundred and Eighty One he was taken by the English this Defendant was then an Inhabitant there upon which Account the Honble to Wit on the following Fourth of July and upon the Ten Days Succeeding the said Month in the same Year and upon the very Day in Charged with the Sum of Sixty Pagodas Twenty two Fanams and Forty Cash the said pretended Loans as Ceremonies

Circumstance at the same place, he was afterwards taken prisoner by the Enemy, and did not Return to Madras until the beginning of September in the same Year And this Defendant saith that so far from being indebted unto the Complainant as which the aforegoing incidents absolutely disprove this Defendant Moreover saith that the Complainant was indebted unto him this Defendant for Money Advanced lent and paid him the Complainant at different times from the Month of February to the Month of September One Thousand Seven Hundred and Seventy Nine for which the Complainant gave this Defendant a Bond for the Sum of Fifty Pagodas in the Month of October of that Year, but antidated and the Tenth of May as a Compensation for Interest, that upon this Defendants Arrival at Madras in September One Thousand Seven Hundred and Eighty One as aforesaid he applied to the Complainant for the payment of this said Bond which the Complainant discharged by different small payments until Novr. about the beginning of May One Thousand Seven Hundred and Eighty two, when this Defendant delivered him the Complainant the said Bond, Notwithstanding which the Complainant hath Charged Fifty Pagodas paid on the Tenth of May in that Year, as if the same was lent this Defendant, who declares he never Received the same but on the Account and in the Manner before Set forth

This Defendant prays to Notice that the whole of the Complainants Demands is unjust and irregular and Standing in Contradiction with itself for in One Thousand Seven Hundred and Eighty One And One Thousand Seven

Hundred and Eighty Two is made to be indebted in the Sum of One Hundred and Ten Pagodas and in credited in Account Fifty One Pagodas in One Thousand Seven Hundred and Seventy Nine which this Defendant denies on any either Account than he hath before set forth. This Defendant also saith that the present Action hath been Calculated Merely with a View to injure this Defendant and to bring him into Trouble in a place where he is a Stranger. as this Defendant hopes in due time to prove and doubts not this Honble Court upon a full investigation of the Conduct of the Complainant will think fit to take him with Exemplary Costs

All which Matters and things this Defendant is Ready and willing to aver maintain and Prove as this Honble Court shall direct and most humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most Wrongfully Sustained

Hy Du Pre
Attorney Defendant

Filed 22 March 1784

The Replication of Paramasewah Moodelyar, by his Attorney Joseph de Sylva of Madras Inhabitant Complainant, to the Answer of Teroomasha Moodely late of Ladras but at present of Madras Inhabitant Defendant

The said Repliant now and at all times hereafter Saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exception to the many Incertainties and Insufficiences in the said Defendants Answer Contained, for Replication thereunto saith, that his Bill of Complaint and the Account Current thereunto Annexed, and all and Singular the Matters and things 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 Declared, and that the Answer of the said Defendant is Very untrue, Evasive and Insufficient in the Law to be Replied unto by this Repliant And this Repliant for further Replication Saith, that he doth still insist and Maintain that the said Defendant stands justly and truely indebted unto this Repliant in the full and just Sum of fifty Eight Pagodas Eleven fanams and Seventy Cash Current Money of Madras, as the same is justly and truely Set forth and stated in this Repliants Bill of Complaint and in the Account Current thereunto Annexed, and in this his Replication, Notwithstanding what the said Defendant has in his said Answer Set forth and Alledged to the Contrary and this Repliant for further Replication Saith, that he doth also

Also Insist and Maintain that the said Defendant hath Received from this Repliant at Sundry times and diverse Payments To Wit from the month of May which was in the Year of Our Lord One Thousand Seven hundred and Seventy Nine to the Month of March One Thousand Seven hundred and Eighty two the Sum of Sixty Pagodas Twenty two fanams and forty Cash, as Charged in the Account Current Annexed to the Repliants Bill of Complaint, and which all doth Appear to the Defendant as if the same had been Borrowed by him from this Repliant and not Expressed as, and in particular Account thereof or for or upon what Account the same was paid, and the place where such Transactions were; All this Repliant Saith that this can by no means Shew a Defect in the Demand of this Repliant, this Repliant therefore Sought it Needless to Specifie the same, But as the Defendant doth now Require it to be Done to enable this Honble Court to determine the Claim of this Repliant this Repliant therefore begs leave to Annex hereunto an Account of Particulars between this Repliant and the Defendant which this Repliant Craves may be taken as a sufficient Explanation of the Substance of such Transaction and the Rate Where the same arose, and to which said Account of Particulars this Repliant most humbly Refers this Honble Court and prays that the same may be Admitted as part of this Replication This Repliant Admits Sadras to have been taken by the English, but cannot Recollect the day in which it was taken, and the Defendant Believes Inhabitants of Sadras, and as that Account through it have for what this Repliant Knows Rumored to Many Persons that the Fourth of July and Might there also on the Fourth of this

Repliant Saith that all the Now Defendant had not Received the Whole of the said Sum of Sixty Pagodas Twenty two fanams and forty Cash and that Very same Month, Shall She did Receive from this Plaintiffs and this Repliants Account the Sum of Seven Pagodas as in and by the said Account of Particulars will More fully Appear And this Repliant for further Replication saith that as to the Defendants Artfully Alluding and Pretending that this Repliant was Indebted unto him for Money Advanced Lent and Paid by him to this Repliant at Different times from the Month of February to the Month of September One Thousand Seven hundred and Seventy Nine, and for which this Repliant gave him a Bond for the Sum of fifty Pagodas This saucies a Very false and unjust Representation For Whereas this Repliant saith that he this Repliant had Built a Church or Pagoda at Sadras, which Cost him the Sum of three Thousand Pagodas or there about, and did Employ the Defendant to Purchase Rice and Provisions towards the Purifying the said Church or Pagoda, and in placing the Image

or God therein, as is Usually done in such Cases, and on which
Account he the Defendant is said to have Expended from the
Month of May to the Month of September One Thousand Seven
hundred and Seventy Nine the Sum of Forty Nine Pagodas, as
in and by the said of Account Particulars will also Appear and
this Repliant did Grant the Defendant a Note of Hand, and
Not a Bond for the Sum of fifty Pagodas, Interest Inclusive,
Which was in the Month of October, and Antedated it in the
Said Month of May which was in the Year of Our Lord One
Thousand Seven hundred and Seventy Nine the time this
Repliant Returned to Madras from Sadras, as he had no
Money then by him to pay the Defendant, the Sum of Two
Pagodas, which this Repliant saith was paid by the Defendant
for the Purchase of a Bullock for the use of the said Pagoda, which
Make the Sum of fifty One Pagodas — And this Repliant for
further Replication Saith, that when the Advances this Repliant
had made the Defendant from time to time, Swelled to the
Said Sum of Sixty Pagodas twenty two fanams and forty Cash
as aforesaid, he this Repliant had then taken up this Repliant's
Said Note of Hand of fifty Pagodas from the Defendant which
was in the Month of May One Thousand Seven hundred and
Eighty two, the time when Accounts had been finally Examined
and Agreed upon between this Repliant and the Defendant,
and it being then also Agreed that the said Account should
remain Open and Continued between this Repliant and the
Defendant without paying any Regard to the said Note of
fifty Pagodas taken up by the Repliant as aforesaid and this
Repliant Charges that this was the true state of the Case
between this Repliant and the Defendant

he has in his Answer stated it otherwise Seven hundred and
Eighty One, he had Applied to this Repliant for Payment of the
Said pretended Bond which this Repliant had discharged
by defferent small Payments untill the begining of may One
Thousand Seven hundred and Eighty two when this Repliant
had delivered him the said Bond, and that this Repliant
has Notwithstanding Charged him the Defendant fifty Pagos
as Money paid him on the tenth of May One Thousand Seven
hundred and Eighty two as if the same had been lent to him
And the said Defendant further pretends that he never received
the same from this Repliant in the Manner Charged him
with by this Repliant, but that he received it on Account, and
and in the manner by his Set forth in his Answer which is
totally false — On the Contrary this Repliant Saith, that as the
Said Accounts Remained open and Continued as aforesaid,
and the Defendant in distress and being in want of Cash,
he frequently Importuned this Repliant to lend and
Advance him the Sum of Fifty Pagodas towards the Ransom
of his family, who were left by him at Chetpull under the
Custody of Hyder Ally or his People this Repliant therefore,
and in Consideration of the Services he had Rendered this
Repliant, Respecting the said Church or Pagodas was desirous
of Serving the Defendant, altho he had no money by him to lend
and did therefore give him the Defendant some of this
Repliant Jewels, which he delivered as a Pledge in the Name
of this Repliant to One Venkataraumah Chitty and received
fifty Pagodas and his Brother Named Venkata Ristnah Chitty
at Chetpull became Bound there for the Defendant and his
family

family, as likewise for Several Others who were Made Prisoners,
and which said Sum of fifty Pagodas this Repliant afterwards
Paid the said Venkatarawmah Chitty, on Account of the Defendt,
and the Jewels remain still with the Venkatarawmah Chitty for
Certain Reasons not Concerning this Cause, this Repliant has
therefore but justly Debited the Defendant for the said Sum of
fifty Pagodas in the said Annexed Account of Particulars.
Notwithstanding the said Defendant doth most unjustly
Alledge, that the whole of this Repliants Demand was unjust
and not Regular, Particularly Remarking the Date of the
Account Current Annexed to this Repliants Bill of Complaint,
as a Contradiction, and Observing the Sums therein Charged.
Which this Repliant hopes will not Avail the said Defendant
as this Repliant had Already Cleared and explained that
Matter in this his Replication, and in the Account to Relation
Is Annexed as aforesaid. This Repliant Acknowledges
therefore not to the least been Contrived by this Repliant with
a View either to Injure the Defendant, or to bring him into
any Trouble whatsoever, and it will Consequently be out of the
Defendant Power to prove the same to have been Contrary
this Repliant hopes to prove the Replication and the Demand
of this Repliant Against the Defendant to be Just and Legal
and the Defendant to have Wilfully Evaded his Answer, in
Pursuance to evade the Payment of this Repliants just and Legal
Demand against him the Defendant, to the Manifest Injury
and Detriment of this Repliant And Lastly to make an End
of the Explanation of the Account Current Annexed to this
Repliants Bill of Complaint, this Repliant saith, that it is

Now Necessary for him this Repliant to shew to this Honble
Court the Difference of the Interest Account Charged in the said
Account of Particulars, and the like Charge in the Account
Current Annexed to this Repliants Bill of Complaint, and
for this he says that on the Credit Side of the latter Account, the
Interest Account Amounts to twenty Six Pagodas and Eight
Fanams, and on the Debit Side the Sum of twenty four Pagodas
forty three Fanams and thirty Cash of which the Ballance
Consequently is one Pagoda Two Fanams and fifty Cash
Which this Repliant has duly Credited the said Defendant
With, in the said Annexed Account of Particulars, the
Ballance whereof is the Sum of fifty Eight Pagodas Eleven
Fanams and Seventy Cash, Agreeing exactly with the Ballance
of the Account Current Annexed to this Repliants Bill of
Complaint. And this Repliant for further Replication saith
that this Repliant after he had filed this Bill of Complaint
Against the Defendant in this Honble Court, the Defendant
Sent a Certain Person to Intreat and Prevail on this Repliant the
Request of this Repliants Attorney Mr. Thomas Jones, to get the
said Cause to be Dismissed, and that he should be enabled to Raise
Money on the Mortgage of Some of his the Defendants Jewels, and
when he the said Defendant Raised the Money, he would pay
off this Repliants Demand, as also all Costs of Suit, and Order to
Withdraw this Repliants Bill of Complaint Against the said
Defendant, but to this he this Repliant Refused to Agree, telling
the said Person, that the Defendant Might Apply to Mr. Jones
in the Business and that if Mr. Jones Would Agree to the
Proposal of this Repliant would Likewise Agree to it and the

Defendant

Defendant Afterwards sent another Person to Mr Jones's Braming to know the Amount of the Costs, and the Defendants Reasons and Motives afterwards for Remaining Silent, without Repeating and Continuing his Intreaties, this Repliant Cannot Devine or Why the said Defendant doth, notwithstanding now make himself a Stranger to his not owing this Repliant the Ballance, for which he is fairly justly and Lawfully Sued for in this Honble Court

All which said Matters and things he this Repliant will Aver Maintain and Prove as this Honble Court shall direct, and humbly Prays as in and by his said Bill of Complaint he hath Already Prayed

Peter Walker
Attorney for Repliant

Dr. Jeremiah Moodeliyar in Acct Curr^t with Jeremiah Moodeliyar Cr.

1779 May	20	To Cash paid Your Sadras for a Cow for my Church	4	"	"	1779 May	10	By Paddy Your provided for my Church at Madras	10	"	"
1780 Apr^l	18	To Do Do Cant fellow my Your Account by Your Order	20	10	"			By Ehee for Do Do	10	"	"
1781 March	30	To Do Do Paid for the Church	10	"	"			By Chewmam for Do Do	1	"	"
June	"	To Do for the Paddy Your received for Arnachellum	2	"	"			By Crien Plantain for Do Do	1	"	"
July	"	To Do Paid Your at Hoogan Cowar Pollum by Kishnah	7	"	"			By Milk Layer and Butter Do Do	1	"	"
Sept^r	23	To Do Do Your Sent at Madras	2	"	"			By Coolies Employed on the Kil at Madras	6	"	"
Oct^r	12	To Do Do Your	1	"	"			By for Arnachellum Church Servant	1	"	"
	19	To Do Do	"	4	40	Sept^r	10	By firewood for the Kil	8	"	"
Nov^r	11	To Do Do	"	20	"			By paid by Your to Carpenter Sawmy	5	"	"
	20	To Do Do	1	"	"			By for dry Cows Dung for the Kil	1	"	"
	28	To Do Do	2	"	"			By Paddy for the Church	3	"	"
Dec^r	8	To Do Do	"	23	"			By Cash Advancing by Your for the Church	2	"	"
	11	To Do Do	"	23	"			By a Bullock for the Cart	49	"	"
	23	To Do Do	"	22	"				2	"	"
1782 Jan^y	24	To Do Do	3	23	"			Account Interest	51	"	"
Feb^y	11	To Do Do	"	23	"				1	10	50
	26	To Do Do	1	"	"			Ballance due	52	10	50
March	9	To Do Do	4	12	"				58	11	70
May	10	To Do Do to Ramatarawe Chitty on Your Acct	60	22	40			Pagoda	110	22	40
		towards the Ransomage of Your family where	50	"	"						
		on the Custody of the Enemy	110	22	40						
		Pagoda									
		Madras E. E. P. Jeremiah Moodeliar									

A True Copy Peter Walker

Filed 11th May 1784

The General Rejoinder of Terumelsy Moodelly of Sadras but at present of Madras Inhabitant Defendant to the Replication of Paramasewa Moodelly by his Attorney Joseph De Sylva of Madras Inhabitant Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Many Errors Uncertainties untruths insufficiencies and Imperfections in the Complaints said Replication Contained for Rejoinder thereunto Saith that he will aver Maintain and prove all and Singular the Matters and things Contained in this Defendant Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such Manner and form as the same are therein and thereby Settforth and Alledged, and that the said Replication is Very untrue Evasive and insufficient for this Defendant to make any further or other Answer thereunto Except what is hereafter inserted in this his Rejoinder and this Defendant again Absolutely Denies to Stand Indebted unto the said Complainant in the Sum Sued for as is most unjustly Setforth and stated in the Complts Bill of Complaint an in his Replication

All which Matters and things this Defendant is Ready and Willing to Verify Maintain and prove as this Honble Court shall Direct and most Humbly Prays as in and by his said Answer he hath Already Prayed

Ley Du Puy

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now Depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein One Paramasewah Moodely by his Atty Joseph de Sylva of Madras Inhabitant, is Complainant, and Teroomashee Moodely Late of Sadras but at present of Madras aforesaid Inhabitant is Defendant

On the part and behalf of the Complainant

To all the Witnesses ... 1st Do You know the Parties Complainant and Defendant in this Cause, If Yea how long have You so known them or either and which of them declare

To Narrain Moodelly
Veerabuddroo Moodelly
Vaydagerry Moodelly
Armogatha Moodelly
& Loobramoney Moodelly

... 2 ... Do You know, or do You not know of any and what Accounts being Settled by and between the Complainant and Defendant in this Cause Some time in the Month of May which was in the Year of Our Lord One thousand Seven hundred and Eighty Two, or any other, and at what time, and was there or was there not any and what Ballance due in the said Account, If Yea to whom, and from whom, and to what Amount and did the said Defendant, or did he not at the same time, or any other, and at what time, deliver unto the said Complt or to any other, and to whom, a Certain Cadjan Note or Obligation of Fifty Pagodas, or any other, and to what Amount, and why was the same Given up by the Defendant to the Complainant the whole You know touching this Matters together with the reasons of such Your knowledge and Belief declare

To

-ham, or any other, and whom to You, or any other, and to whom the Whole You know touching these Matters, together with the Reasons of such Your knowledge and Belief Declare

To Vaydagery Moodelly and Veerabadroo Moodelly } ... 6th ... Did the Complainant and Defendant, or did they not some time in the Month of August One thousand Seven hundred and Eighty three, or any other, and when Settle Accounts together, or any other and what, and was there or was there not a Ballance of fifty four Pagodas and a half, or any other, and what Ballance, due to the said Complainant, or any other, and to whom, from the Defendant or from any other, and of whom, and what May, You think the said Ballance might have Amounted to, inclusive of Interest, at the time the Complainant sued the said Defendant in the Said Court, or any other, and what, the whole You Know touching these Matters, together with the Reasons of such Your Knowledge and Belief Declare?

To all the Witnesses } ... 7th ... Do You Know or Can You say any other matter or thing Mattereal for the Complainant in this Cause, if Yea Declare the same as You know or do Believe, together With the Reasons of such Your Knowledge and Belief?

Peter Walker
Attorney for Complainant

Mayor's Court at Madraspatnam

Between Paramaswah Moodelly by his Attorney Joseph de Sylva of Madras Inhabitant Complainant and Teroomashe Moodelly late of Sadras but at Present of Madras aforesaid Inhabitant Defendant

On the Part of the Complainant

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

Narrain Moodelly of Valleporam in the District of Chenglaput but at present of Madras Inhabitant Aged 25 Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the 13th Day of November 1784 Signified at the Office of Mr Henry Du Puy who is Attorney for the Defendant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the Said Deponent and afterwards On the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Paramaswah Moodelly in this Cause and that he hath so known him three Years or thereabouts and that he doth know the Defendant Teroomashe Moodelly in this Cause, and that he hath so known him Seven Years or thereabouts And more Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith, that he knows nothing of the Subject Required by this Interrogatory And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, that the Defendants

the Complainant Paramanewah Moodelly in this Cause and that he shall have known him One Year or thereabouts and that he doth know the Defendant Veeranah Moodelly in this Cause, and that he shall have known him the same time And more Saith Not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith, that he doth know of Accounts between the Parties in this Cause having been Settled some time in the Month of May in the Year of Our Lord One Thousand Seven hundred and Eighty two, and that there was a Balance of Fifty four Pagodas and a half due to the said Accounts from the Defendant to the Complainant when the said Accounts were settled and this Deponent further saith that the Defendant Veeranah Moodelly before the Accounts were Settled did Deliver unto the Complainant a Certain Cadjan Note or Obligation for fifty One Pagodas, and this Deponent Saith that the same was Given up by the Defendant to the Complt On Account of the Amount of it having been paid by the Complt to the said Defendant And More saith Not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, that the said Defendants Family were Confined by Hyder Alle Pogul and Chiefly to the best of this Deponents Recollection sometime in the said Month of May One Thousand Seven hundred and Eighty two, before the Settlement of the said Accounts And this Deponent further saith that he was informed the Defendant did apply to the Complainant to lend and Advance him the Sum of Fifty Pagodas towards the Ransom of his said Family, and this Deponent saith that he does know that the Complainant for that purpose did Give the Defendant a Certain Quantity of Jewels to pledge with the

Venkataramah Chetty in Advancing the Defendant the said Sum of Fifty Pagodas towards the Ransom of the said Family and this Deponent further saith that the Complt did Sometime afterwards pay to the said Venkataramah Chetty the said Sum of Fifty Pagodas on Account of the said Defendant, but that the said Complainant did not receive the Jewels from the said Venkataramah Chetty and more Saith not to this Interrogatory

6th ..... To the Sixth Interrogatory this Deponent saith that the Complainant and Defendant Sometime in the Month of August One Thousand Seven hundred and Eighty three, did Settle Accounts together and that there was a Balance of Fifty four Pagodas and a half due to the said Complainant from the Defendant and this Deponent further saith that the said Balance Amounted to about fifty eight Pagodas and a Quarter including Interest, at the time the Complainant sued the Defendant in the said Court And more saith not to this Interrogatory

To the last Interrogatory this Deponent saith that some time after the commencement of the Present Prosecution of the Complainant Against the Defendant Moore Pursoe Named Mootal Pilla Son to Paramanewy Moodelly and Moodoo Moodelly, came to the Complainant from the Defendant, and Agreed that the said Defendant was a poor Man and likewise told him that they would Engage to get him the Balance that was due by the Defendant and that the Complainant Replied they might go and Settle with the Defendants Attorney And More Saith not to this Interrogatory

Sworn before me

Oliver Ell
Examiner

Mayors Court
Madraspatanam

Between

Paramasevaden Moodelly
by his Attorney Lingapa de Silva of Madras
Inhabitant Complainant and Veeranasha
Moodelly late of Madras but at present of
Madras aforesaid Inhabitant Defendant
On the Part of the Complainant

Deposition

of Witness Taken in this Cause by and before
the Examiner in this Court as follows Viz.

Vaigatageery Moodelly of Nagalore Inhabitant but at present of Madras
Aged 60 Years or thereabouts being produced as a Witness in this Cause on the
Part of the Complainant was on the 8th Day of September 1784 Signified at the
Office of Mr Henry Du Pre who is Attorney for the Defendant by Richard Barry
Servant who also left him a Note of the Name Title and Place of Abode of the said
Deponent and afterwards on the same Day being Sworn and Examined
Deposeth as follows Viz.

1st ..... To the first Interrogatory this Deponent saith that he doth know
the Complainant Paramasevaden Moodelly in this Cause and that he
hath known him Ten Years or thereabouts and that he doth
know the Defendant Veeranasha in this Cause and that he hath
known him fifteen or sixteen Years And Deponent saith to this
Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he was
informed by both the Complainant and Defendant in this Cause
that Accounts had been settled between them sometime in the
Month of May in the Year of Our Lord One Thousand Seven hundred
and Eighty two and that there was a Balance due on the said
Accounts in favor of the Complainant Paramasevaden Moodelly
but this Deponent did not hear to what Amount This

Deponent further saith that he was informed by both parties that the Defendant
at the same time delivered unto the said Complainant a certain
Cadjan note or Obligation of fifty One Pagodas and that the same
was given up by the Defendant to the Complainant on Account
of the Amount of it having been sometime before paid by the Complai
nant to the said Defendant And Deponent saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he was informed
and by both parties that the said Defendants family were confined
by Hyder Ally Peyghaut Cutpuet sometime in the month of May
One Thousand Seven hundred and Eighty two before the Settle
ment of the said Accounts and that he was likewise informed
that the said Defendant did apply to the said Complainant to
lend and Advance him the Sum of fifty Pagodas towards the
Ransom of the said Family and that the Complainant for that
Purpose gave the Defendant a certain Quantity of Jewels by pledge
with one Vencatarama Chitty in Advancing him the Defendant
the said Sum of fifty Pagodas towards the Ransom of the said
Family and this Deponent further saith he was informed that
the Complainant died about two months afterwards & pay to the
said Vencatarama Chitty the said Sum of fifty Pagodas with
such Interest as was due thereon And Deponent saith not to this
Interrogatory

6th ..... To the sixth Interrogatory this Deponent saith that he was
likewise informed by both parties that the Complainant and
Defendant did about the same time in the Month of August one thousand
Seven hundred and Eighty three settled Account together and
that there was a Balance of fifty four and a half Pagodas due
to the said Complainant from the Defendant this Deponent
further saith that he thinks the said Balance might have
Amounted

Amounted to inclusive of Interest, to the Sum of Fifty Eight Pagodas at the time the Complainant Sued the said Defendant in the said Court And more Saith not to this Interrogatory

To the last Interrogatory this Deponent saith, that he was desired by the Complainant Paramaswah Moodelly to demand of the Defendant the said Balance of Fifty four and an half Pagodas due to the said Complainant which this Deponent Accordingly did and that the Defendant Represented to him that the Balance was a just One, but that there was Some Interest due thereon which he the Defendant would examine into and after that pay the Complainant the said Balance with Such Interest as was due which Answer this Deponent Carried to the said Complainant and that the Complainant Veerabudray Moodelly and this Deponent then examined the Interest Account and found that the Interest due upon the said Balance of Fifty four and a half Pagodas Amounted to three and three Quarter Pagodas this Deponent further saith that he again waited upon the Complainant and told him what the Balance Amounted to with the Interest that was due and that the Defendant Replied that he had only examined the Accounts of the Complainant and that he had not compared them with his own but promised as soon as that was done to pay the said Balance of Fifty four Pagodas and an half with Interest of it Appeared in his Accounts to be due And more Saith not to this Interrogatory

[illegible]

Oliver Colt
Examiner

Mayor's Court at Madraspatnam

Between Paramaswah Moodelly by his Attorney Joseph De Sylva of Madras Inhabitant Complainant and Teroomashe Moodelly late of Sadras but at present of Madras aforesaid Inhabitant Defendant

On the Part of the Complainant

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

Armogatha Moodelly of Chengleput Inhabitant but at Present at Madras Aged 40 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 3rd day of July 1784 Signified at the Office of Mr Henry Du Puy whois Atty for the Defendant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Paramaswah Moodelly in this Cause, and that he hath so known him one Year or thereabouts and that he doth know the Defendant Teroomashe Moodelly in this Cause, and that he hath so known him the Same time And more Saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that about Six Months ago he heard from Paramaswah Moodelly the Complt in this Cause of Accounts having been Settled between the Complainant and Defendant and to the best of this Deponents Recollection

Recollection the said Complainant informed him at the same time that there was a balance due to him the Complainant of fifty or fifty five Pagodas from the Defendant and this Deponent further saith at the same time about six Months ago he heard from the Complainant that the Defendant had delivered unto him a Certain Cadjan Note or Obligation for fifty Pagodas. but this Deponent doth not know why the same was given up by the Defendant to the Complainant and More Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he was informed by the said Complainant and Some other People that the Defendants family were confined by Hyder Allys People at Chetput some time in the Month of May One thousand Seven hundred and Eighty two previous to the Settlement of the said Accounts and was likewise informed by the Complainant that the Defendant Applied to him the Complainant to lend and Advance the Sum of fifty Pagodas towards the Ransom of his family, and this Deponent further saith that he was informed by the Complainant that he had given the Defendant some joys to Mortgage but this Deponent was not informed to What Amount or to whom the said joys were to be Mortgaged and this Deponent saith that he does not know, or has he been informed of any More of the Questions required by this Interrogatory

To the Last Interrogatory this Deponent saith that after the Complainant Commenced the Prosecution in the Hon'ble Mayor's Court Against the Defendant [illegible] People

Named Mootal Pillah Perambakum Sooberamoneya Moodelly came to the Complainant from the Defendant and told him the Complainant that the Court Charges in this Cause would Amount to a great Sum of Money and Adered the Complainant to Accommodate matters telling the Complainant at the same time that the Defendant Would pay him fifty or fifty five Pagodas, together with fifteen Pagodas on Account of Court Charges, and this Deponent saith he was present when this happened, and that the Complainant Agreed to this Proposal, provided that Sum of Money was paid to him two days days from the time that it was made And more saith not to this Interrogatory

J. Spalding
Examiner

Mayor's Court at Madraspatnam

Between Paramaswah Moodelly by his Attorney Joseph de Sylva of Madras Inhabitant Complainant and Teroomashe Moodelly Late of Sadras but at present of Madras aforesaid Inhabitant Defendant

On the Part of the Complainant

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

Gopall Iyah Braminy of Madras Writer Aged 24 Years or

or thereabouts being Produced as a Witness in this Cause on the Part of the Complainant was on the 3d day of July 1784 Signified at the Office of Mr Henry Du Puy who is Attorney for the Defendant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and Afterwards on the Same Day being Sworn and Examined Deposeth as followth

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Paramaswa Moodelly in this Cause, and that he hath so known him Eight Months or thereabouts and that he doth know the Defendant Teroomashe Moodelly in this Cause, and that he hath so known him Six Months or thereabouts. And more Saith not to this Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith, that he did Serve Mr Thomas Jones late Attorney of the Mayor's Court, and Attorney to the Complainant in this Cause, in the Capacity of a Writer. and this Deponent further saith that on his Returning to his Master house some time ago he Met with one Ramalingham, who asked him the Amount of the Costs due to the said Mr Thomas Jones in this Cause and this Deponent saith that he Returned for Answer that he could not inform him the Amount of Costs without Referring to his Master Fees Books, and this Deponent saith he believes the said Ramalingham belonged to the Defendant And more Saith not to this or the Last Interrogatory

Oliver Colt

Examiner

Interrogatories to be Administred to Such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Paramaswah Moodelear by his Attorney Joseph de Sylva of Madras Inhabitant is the Complainant and Teroomasha Moodelly late of Sadras but at present of Madras Inhabitant is the Defendant

On the Part and Behalf of the Defendant

To all the Witnesses

1st ... Do You know the Parties Complainant and Defendant in the Title of these Interrogatories named If Yea how long have You so known them or either and which of them Declare

Kisinga

2d ... Do You or do You not know whether the Defendant did or did not lend and pay unto the Complainant in any and what Month or Months which were in the Year One thousand Seven Hundred and Seventy Nine or in what Year, any and what Sum or Sums of Money If Yea whether Such Sum of Money was so lent and paid at One or more and how more More times? Did the Complainant give any and what Acknowledgement or Bond in Writing or otherwise for the Same and of what Nature? If any Such Bond or writing Was given, do You know when the same was dated, and Whether any and what Particular date was given to the said Bond or Writing, and why and for what Reason? Declare the same as You know have been informed and do believe together with the

the Reasons of such Your belief

To Venkatachellum 3d. Do You know or have You been or been informed when and what time the Defendant in the Bill of these Interrogatories Named Arrived at Madras and from Whence? Do You know whether or not the Defendant did Make any and what Demand upon the Complainant for the payment of any and what Sum or Sums of Money at such time of his Arriving at Madras or when and where if Yea to what Amount and whether upon Bond Bill Note or otherwise and What was the Nature of such Bond Bill or Note made Did the Complt pay the same and when and how and whether at once or more times and to whom was the said Sum or any & what part thereof paid by the Complainant or by any One on his behalf and when? Declare the same as You know have been informed and do believe together with the Reasons of such Your belief

To Ramalinga 4th. Was You or was You not at Madras in the Month of January July One Thousand Seven Hundred and Eighty One? If Yea was or was not the said place of Madras taken by the English Either and which of the said Months Do You know whether the Defendant in the Title of these Interrogatories Named was or was not at Madras at the time the said place was so taken Do You know or have You heard Whether the said Defendant did go from the said place Towards and where to And whether for any and what purpose? Do You know have You heard or been informed when the Defendt Returned to Madras If Yea Tell Us then what Month and Year Declare the same as You know have been informed

informed and do believe together with the Reasons of such Your belief

To all the 5th. Witnesses Do You know of any other Matter or Thing or have You heard or can You tell us any thing Touching the matter in Question in these Cause that may tend to the Benefit and Advantage of the Defendant? If Yea Declare the same as You know have heard or do believe together with Your reasons for such Your belief as fully Clearly and Effectually as if You had been thereunto Particularly Interrogated

Wy Dallas
Attorney Defendant

Mayors Court at Madras

Between Paramanawalu Moodel Jan by his Attorney Looyd Lechlivar of Madras Inhabitant Complainant and Tworumalu Moodelly late of Madras but at present of Madras Inhabitant Defendt

On the Part of the Defendant

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

Telisinga of Madras but at present of Madras Second Dubash Aged 36 Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the 5th Day of January 1785 Sworn and the Office of Mr Peter Walker who is Attorney for the Complainant by Venkatachellum Servant to the also left them a Note of the Name & Place of Abode of the said Deponent and Assigned on the same Day being Sworn and Examined Deposeth as follows viz

to

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Paramasevah Moodelliar in this Cause, and that he hath so known him from his Infancy and that he doth know the Defendant Teroomasha Moodelly in this Cause, and that he hath so known him the same time. And more saith not to this Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith that between February One Thousand Seven hundred and Seventy Nine and the Month of September in the Same Year the Defendant did at different times lend to the Complainant Money to the Amount of fifty Pagodas for which the Complainant in the Month of October One Thousand Seven hundred and Seventy Nine did sign and deliver a Cadjan Bond to the Defendant bearing date in May One Thousand Seven hundred and Seventy Nine all which this Deponent being then Resident at Madras where the money was lent and the Bond given he had occasion to know was true. And more saith not to this or the last Interrogatory.

[illegible]

J. Spalding

Examined

Mayor's Court at Madraspatnam

Between Paramasevah Moodelliar by his Attorney Joseph de Sylva of Madras Inhabitant Complainant and Teroomasha Moodelly late of Madras but at present of Madras Inhabitant Defendt On the Part of the Defendant.

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

Vencatachellum formerly of Madras but at present of Madras Conicoply Aged 35 Years or thereabouts being produced as a Witness in this Cause, On the Part of the Defendant was on the 7th Day of February 1785 Signified at the Office of Mr Peter Walker [illegible] his Attorney for the Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Paramasevah Moodelliar in this Cause, and that he hath so known him from his Infancy and that he doth know the Defendant Teroomasha Moodelly in this Cause, and that he hath so known him the Same time and more Saith not to this Interrogatory.

3d ..... To the third Interrogatory this Deponent saith that the Defendant was taken prisoner with many others at Wearpalleam soon after Hyder appeared in the Carnatic and was afterwards Released and Arrived at Madras in September One Thousand Seven hundred and Eighty One that he knows the Defendant had a Bond from the Complainant for fifty Pagodas and that he demanded payment

Payment of the Same on his Arrival at Madras but that not having seen the Bond he does not know the date of it or when it was granted. that the said Complainant did pay at different times small Sums on Account of Interest of the said Bond. that afterwards he promised to pay in two different times in payments of thirty Pagodas and twenty Pagodas each time unto the hands of Vencata Ramy Chitty on Account of the Defendant and in May One thousand Seven hundred and eighty two the balance with Interest was paid upon which the Defendant delivered up the Bond discharged to the said Complainant. And more Saith not to this or the Last Interrogatory

J. Spalding
Examiner

Mayor's Court at Madraspatnam } Between Paramaswah Moodelliar by his Attorney Joseph de Silva of Madras Inhabitant Complainant and Teroomasha Moodelly late of Sadras but at present of Madras 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

Ramalinga of Sadras but at present of Madras Writer Aged 24 Years or thereabouts being produced as a Witness in this Cause On the part

of the Defendant was on the 31st Day of January 1785. Signified at the Office of Mr. Peter Walker who is Attorney for the Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Paramaswah Moodelliar in this Cause, and that he hath so known him from his Infancy and that he doth know the Defendant Teroomasha Moodelly in this Cause, and that he hath so known him the Same time. And More Saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that the Fort of Sadras was taken by the English in the End of June One thousand Seven hundred and Eighty One and that the Defendant Teroomasha Moodelly was then there an Inhabitant of that place and Serving as a Conecoply to the Dutch Company that he left Sadras in the Month of July following and went with this Deponent and others after the Capture of Sadras to a place Called Wearpellean about twelve Miles from Sadras when the Defendant and others were made presoners by Hyders People and that upon their Agreeing to give Hyders people Money they Obtained their Release and came to Madras in the Month of September. And more Saith not to this or the last Interrogatory

Ramalingum

J. Spalding
Examiner

Filed 14th May 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Frederick Schwartze of Madras Clerk that Paucala Veneatasawmy of the same place Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and Just Sum of Four Hundred and thirteen Pagodas and twelve fanams Current Money of Madras Making in sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Sixty five Pounds and Six Shellings as will Morefully and at Large Appear by Copy of a Mortgage Bond or Obligation 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

Amicable Manner requested payment from the said Paucala Vencatasawmy of the said Sum of Four Hundred and Thirteen Pagodas and twelve fanams

But now so it is May it please this Honble Court the said Paucala Vencatasawmy Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Paucala Vencatasawmy may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before set forth set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Four Hundred and thirteen Pagodas and twelve fanams with all such Interest as Now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Paucala Vencatasawmy to be Summoned and Required by the Shereff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed them and thereto 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

Shall Seem Meet

Chas. Baker
Compt^t Attorney

This 14th May 1785

This Bill was shewn to me in the Days of Adjournment Set a Summons issue Returnable Next Court Day

Philip Stowey
Mayor

Know all Men by these Presents that I Paucala Vencatasawmy Son of Paucala Vencatakistnamah Naick of Madrass Inhabitant am held and firmly bound unto Mr John Frederick Schwartze Surgeon to the 14th Honovereans Regiment of the same place Gentleman in the Penal Sum of Eight Hundred Star Pagodas Current Money of Madras to the Payment Whereof well and truely to be made made to the said John Frederick Schwartze Surgeon to the 14th Honovereans Regement his heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto Set my hand and Seal in Madrass aforesaid this 29th day of January in the Year One Thousand Seven hundred and Eighty five

Whereas the above bound Paucala Vencatasawmy hath borrowed and Received of the above Named John Frederick Schwartze Surgeon to the 14th Honovereans Regement the full and Just Sum of Four Hundred Star Pagodas Current Money of Madras to run at Interest at the rate of twelve ℘ Cent ℘ Annum payable in Three Months and for further and better Securing the said Four Hundred Pagos and the Interest thereon unto the said John Frederick Schwartze Surgeon to the 14th Honovereans Regement I the said Paucala Vencatasawmy have Mortgaged and Assign a Ground Situated at Trepellacany in Tombos Chitty Choultreys

Street Between the Houses of Oppyingar and Stusengar the Choultry Bills of Sale and with a Garden Situated at Mamballum between the Gardens of Narrama Pillay and Cooppayah a Note of Inhabitants of a Garden of the Premises being delivered up to the said John Frederick Schwartze Surgeon and Do hereby further Premise and Engage to Retrieve the Mortgage in three Months from the date hereof You are to sell the Garden and another Open Ground of this Mortgaged Bond and another House and Joys of an Old Mortgaged Bond of 20th December 1784

Now the Condition of this Obligation is such that if the above bound Pancala Vencattasawmy his heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said John Frederick Schwartze Surgeon to the 14th Hanovereans Regiment his heirs Executors Administrators or Assigns the full and Just Sum of Four Hundred Star Pagodas Current Money of Madras 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 Stamped Paper is to be had in the Presence of - - - - - - - - -

Signed Pancala Vencatasawmy

A true Copy Chas. Baker

Dr. Pancala Vencatasawmy in Account Current John Frederick Schwartze Cr.

1785 Jan. 29th To the Amount of Your Mortgage Bond of this date	400	"	"	May 11th By Ballance due this day	413	12	"
May 11th To Interest on Do. to this day being 3 Months and 18 Days @ 12 ℘ Cent ℘ Annum	13	12	"				
Pagodas	413	12	"	Pagodas	413	12	"

Fort Saint George 11th May 1785

Signed J. F. Schwartze

A true Copy Chas. Baker

Mayor's Court at Madraspatnam } { Tuesday the 28th Day of June Anno Domini 1785

L.S.

Present

Philip Stowey Esquire Mayor

John Menzies and George Savage

Aldermen

Mayor's Court

Between John Frederick Schwartze of Madras Clerk Complainant and Pancala Vencatasawmy of the same place Inhabitant Defendt

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of four hundred and Thirteen Star Pagodas and Twelve fanams Star Pagodas 413. 12a. of together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Pur

Filed 7th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Frederick Schwartze by his Attg Francis Lautour of Madras Merchant that Pancala Vencattasawmy of the same place Inhabitant Stands Justly and truely indebted unto Your Orator in the full and Just Sum of One Thousand and Sixty One Pagodas Twenty Seven 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 Four hundred and Twenty four Pounds and Thirteen Shillings as will more fully and at Large Appear by Copy of a Mortgage Bond or Obligation and an Acct Current hereunto Annexed for the Inspection of this Honble Court and which Your Orators 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 Pancala Vencattasawmy of the said Sum of One Thousand and Sixty One Pagodas twenty seven fanams and Sixty Cash

But now so it is May it please this Honble Court the said Pancala Vencattasawmy Obstinately and Wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Prays a General Relief such as to this Honble Court shall appear Agreeable to equity and Good Conscience To the End therefore that the said Pancala Vencattasawmy May upon his

his Corporal Oath the full True direct and perfect Answer make to all and Singular the Matters and things herein before set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand and Sixty One Pagodas Twenty Seven Fanams and Sixty Cash with all such Interest as may since shall hereafter become due thereon also all Costs of this Suit

May it please this Honble Court to Cause the said Pancala Vencatasawmy to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madras patnam and the Districts thereof personally to be and appear before this Honble Court at a Certain time and place to be therein Limited Ascertained 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

7th July 1785

Thos Billamore sheweth Some time in the Days of Adjournment let a Summons issue and Returnable Next Court Day

Philip Stoney
Mayor

Thos Baker
Comp^ts Attorney

Know all Men by these presents that I Pancala Vencatasawmy Son of Pancala Vencatta Chetty Inhabitant of Madras Inhabitant am held and firmly bound unto Mr Johann Jacob Schwartze Surgeon to the 5th Hanoverean Regiment of the same Place Gentleman in the Penal Sum of Two Thousand Star Pagodas Current Money of Madras to the payment whereof well and truely to be made to the said Schwartze Surgeon to the 5th Hanoverean Regiment this heirs Executors Administrators or Assigns I do hereby bind myself my heirs Executors and Administrators firmly by these presents In Witness Whereof I have hereunto Set my hand and Seal in Madras aforesaid this 20th Day of December in the Year One Thousand Seven hundred and Eighty four

Whereas the above bound Pancala Vencatasawmy hath Borrowed and Received of the above Named Schwartze Surgeon to the 5th Hanoverean Regiment the full and Just Sum of Nine Hundred Star Pagodas Current Money of Madras to Accrue Interest at the rate of Twelve p Cent p Annum payable and Due Months paid for further and better Securing the said One Thousand Pagodas and the Interest thereon unto the said Schwartze Surgeon and the 5th Hanoverean Regiment I the said Pancala Vencatasawmy have Mortgaged and Assigned and do hereby Mortgage and Assign a House and Ground Situated at Madras aforesaid Black Street Between the House of Devanagapiar Mondaly and Callatty pah Mondaly the Cloutry Bills of Sale and with Diamond Ruby Worked Rubs &c Valued Pagodas 225 of the Premises being delivered up to the said Schwartze Surgeon and do hereby further promise and

Engage

to Redeem the Mortgage in Six Months from the date thereof by paying the Principal and Interest that shall or may become due

Now the Condition of this Obligation is such that if the above bound Paucala Vencattasawmy his heirs Executors Administrators or Assigns shall well and truely pay or cause to be paid unto the said Schortze Surgeon to the 14th Hanaversans Regement his heirs Executors Administrators or Assigns the full and Just Sum of One Thousand Star Pagodas Current Money of Madras 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 Stamped paper is to be
had in the Presence of .....

[illegible]

Dr. Paucala Vencattasawmy in Account Current with John Frederick Schwartze Cr.

1784 December	20th To the Amount of Your Mortgage Bond of this Date	1000	-	-	By Ballance due	1061	27	60
1785 June	23rd To Interest on Do. to this day is Rs. 5 Cs. 12 P. Cent. P. Annum	61	27	60				
	Pagodas	1061	27	60	Pagodas	1061	27	60

Fort St. George 23th June 1785
E. E. P. Signed
Francis Lantour
Attd. for Mr. John Frederick Schwartze
A. Truelove [illegible] Baker

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of August Anno Domini 1785

Present

L.S.

Philip Stowey Esquire Mayor
James Call and Josias du Pre Porcher
Aldermen

Mayor's Court

Between John Frederick Schwartze by his Attorney Francis Lantour of Madras Merchant Complainant and Paucala Vencattasawmy of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 and Sixty One Pagodas twenty seven fanams and Sixty Cash (Star Pagodas 1061. 27. 60) together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

P. Cur

Filed 9th July 1785

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Pillow of Madraspatnam Inhabitant that Antonio Joseph De Oliveira of the same place Inhabitant stand justly and truely indebted unto Your Orator in the full and just Sum of One hundred and Twenty three Star Pagodas and thirty Six fanams Current Money of Madras Making in Sterling Money of Great Bretain at the rate of Eight Shillings for every Pagoda the Sum of Forty Nine Pounds Ten Shillings and Ten Pence or thereabouts as will more fully and at large Appear by the Copies of an Account Current and Bond or Obligation hereunto Annexed for the inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complaint the Originals thereof now being in Your Orators Custody and Ready to be Produced to this Honble Court when he shall be thereunto Required Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested Payment from the said Antonio Joseph De Oliveira of the said Sum of One hundred and Twenty three Pagodas and thirty Six fanams

But now so it is May it Please this Honble Court that the said Antonio Joseph De Oliveira obstinately and wilfully Refuses to pay the same or to give Your Orator any Manner of Satisfaction Touching the Premisses Your Orator therefore Prays a General Relief such as to this Honble Court shall

Shall appear Agreeable to Equity and good Conscience To the End therefore that the said Antonio Joseph De Oliveira may upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intentes and Purposes as if the same were hereagain Repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One hundred and twenty three Pagodas and thirty Six fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Honble Court to cause the said Antonio Joseph De Oliveira to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to And abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Peter Walker
Atty for Complainant

This Bill was hewen to me between the days of Adjournment let a Summons Issue Returnable Next Court Day Fort St George 9th July 1785

Philip Stowey
Mayor

Dr. Antonio Joseph De Oliveira in Account Current With Alexr. Pellow Cr.

1782 July 16th	To Amount of Your Bond of this Date	100	"	1785 July 7th
1785 July 7th	To Interest on Do. to this Day being 2 Years 11 Months and 21 Days @ 8 P Cent P Annum	23	36	
	Pagodas	123	36	

Pagodas 123 36

Fort St. George 7th July 1785
Errors Excepted

1785 July 7th	By Ballance Due	123	36
	Pagodas	123	36

(Signed) Alexr. Pellow

A true Copy Peter Walker
Attly for Compt.

Know all Men by these Presents that I Antonio Joseph De Oliveira of Madras Merchant and held and firmly bound unto Mr. Alexander Pellow of the same place in the Penal Sum of two hundred Star Pagodas to the payment Whereof well and truely to be made to the said Alexander Pellow his heirs Executors Administrators or Assigns, I do hereby bind myself my heirs Executors and Administrators firmly by these Presents, In Witness I have hereunto set my hand and Seal in Madras this Sixteenth day of July in the Year One Thousand Seven hundred and Eighty two

Whereas the above bound Antonio Joseph De Oliveira hath borrowed and Received of the above named Alexander Pellow the full and just Sum of One hundred Pagodas to run at Interest at the rate of eight per Cent per Annum Payable on Demand and the said Antonio Joseph De Oliveira shall be Advised of a week before this Obligation Bond is presented to him for payment

Now the Condition of this Obligation is such that if the above bound Antonio Joseph De Oliveira his heirs Executors Administrators or Assigns, shall well and truely pay or Cause to be paid unto the said Alexander Pellow his heirs, Executors, Administrator or Assigns, the full and just Sum of One hundred 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 Stamped Paper is to be had in the presence of

Antº. Jº. de Oliveira

(L.S.)

A true Copy Peter Walker
Attly for Compt.

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of August Anno Domini 1785

Present

L.S.

Philip Stowey Esquire Mayor
James Call and Josias du Pre Porcher
Aldermen

Mayor's Court

Between Alexander Pellew of Madraspatnam Inhabitant Complainant and Antonio Joseph De Oliveira of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing 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 Twenty three Star Pagodas and thirty Six fanams (Star Pagodas 123.36) of together with such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Q. Cur

Filed 25th March 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Avadannum Paupiah Braminey of Madras Inhabitant by his Attorney Peter Walker of Fort Saint George Gentleman that Aregay Cooty Naik of Madras Black Merchant stands justly and truely indebted unto Your Orator in the full and just Sum of Seven hundred and Ninety One Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of three hundred and Sixteen Pounds and Eight Shillings will more fully and at large Appear by the Copy of a Mortgage Bond and also the Copys of an Account Current and Assignment with Power of Attorney hereunto Annexed for the inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this Your Orator's Bill of Complaint the Originals thereof being now in Your Orator's Attorney's Custody and Ready to be produced to this Honble Court when he shall be thereto Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested the said Aregay Cooty Naik to pay him the said Sum of Seven hundred and Ninety One Pagodas

But now so it is may it please this Honble Court that the said Aregay Cooty Naik Obstinately and Wilfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises, Your Orator therefore

Therefore prays a Genl Relief and Discovery to this Honble
Court shall appear Agreable to Equity and good Conscience
To the End therefore that the said Aregay Coety Naik may
upon this Corporal Oath full true Direct and perfect Answer
Make to all and Singular the Matters and things herein before
Set forth and Alledged as fully truely and Effectually to all
intents and purposes as if the same were here Again and again
and Particularly interrogated and that he may be Decreed
to pay unto Your Orator the aforesaid Sum of Seven hundred
and Ninety One Pagodas together with all Costs Interest or
damages shall hereafter become due thereon and also all
Costs of this Suit

Wherefore to this Honble Court
to Cause the said Aregay Coety Naik to be Summoned
and Required by the Sheriff Fort Saint George Towns of
Madraspatnam and the Districts thereof personally to
be and appear before this Honble Court at a certain time
and Place to be by this Honble Court prefixed and Appointed
then and there to Answer this Your Orators Bill of Complt
and further to stand to and abide by such Order and Decree
therein as to this Honble Court shall seem Meet

25th March 1784

This Bill was Sworn to between
the Days of Aduadanum Hefa Summons
& one Returnable Next Court Day

John Menzies
Mayd

Peter Walker
Atty for Complainant

Know all Men by these Presents that I Aregay
Coety Naick of Madras Merchant am held and firmly Bound
unto Avadanum Paupiah Brahmany of the same place
Merchant in the Penal Sum of One Thousand and four
hundred Pagodas Current Money of Madras to the payment
whereof well and truely to be made unto the said Avadanum
Paupiah Brahmany his Heirs Executors Administrators or
Assigns I do hereby bind myself my Heirs Executors and
Administrators firmly by these Presents In Witness
Whereof I have hereunto set my hand and Seal in Madras
aforesaid this Twentieth Day of February in the Year of Our
Lord One Thousand Seven hundred and Eighty three

Whereas the above bound Aregay Coety Naick hath borrowed and
Received of the above mentioned Avadanum Paupiah Brahmany the full
and just Sum of Seven hundred Pagodas Current Money of Madras to Bind
at Interest at the Rate of Twelve per Cent per Annum payable Six Months
Months from the Date hereof in Default of Payment whereof the said Avadanum
Paupiah Brahmany may be Empowered to sell the said Ground and pay
himself and for Securing the payment thereof unto the said Avadanum
Paupiah Brahmany or his certain Attorney his Heirs Executors Adminis-
trators or Assigns he the said Aregay Coety Naik Hath Granted Bargained
Sold Assigned Transferred and Set over and by these Presents Doth Grant
Bargain Sell Assign Transfer and Set over unto the said Avadanum Paupiah
Brahmany his Heirs Executors Administrators and Assigns a Piece of
Ground Containing in Length from East to Western the North Side One
hundred and fifteen feet and on the South Side One hundred and Eight feet
and on the East End Broad Measure from North to South Eighty Nine feet and a
half

half which said Premisses are Situated at Peddah Veikoo Pillah in Chunnam
Lyepuram Chinnacaraiapuram all Pagoda Ayacuttum and Talavetti
Grounds of Courtessy Soobanarayan and Mayla Swamy and at Mandle
together with all and Singular the Premises and Appurtenances thereof
soever to the said Ground and all the said Morgay Coolys Right Title
Title Interest Claim and Demand whatsoever of in and to the said Ground
and every part Thereof To have and to hold the said Ground and
Every part Thereof with all and Singular the Premises with the Appurte-
nances thereunto belonging unto the said Abadanum Paupiah
Brameney his Heirs Executors Administrators and Assigns to and
for his and their own proper use and behoof for ever

Now the Condition of this Obligation is such
That if the above bound Morgay Cooly Naick
Causette be paid unto the above named Abadanum Paupiah
Brameney his Heirs Executors Administrators and
Assigns the full and just Sums of Seven hundred Pagodas
Current Money of Madras at or before the Expiration of
three Months from the Date hereof in default whereof
the said Abadanum Paupiah Brameney may be
Empowered to sell the said Ground and pay himself
together with all such Interest as shall or may become due
thereon as above mentioned Then this Obligation to be Void and
of no Effect otherwise to be and remain in full force and Virtue

Signed Sealed and Delivered
in the Presence of
(Signed) James Johnson
Notary Publick
(Signed) Dominga Johnson

A true Copy
Peter Walker

Dr Morgay Cooly Naick in Account Current with
Abadanum Paupiah Brameney Cr

1783 February	20th	To Amount of your Mortgage Bond of this Date	700	"	"		
1784 March	20th	To Interest on the above Sum to this day being 1 yr. 1 mo. & " days @ 12 p. Cent. per Annum	91	"	"		
		Pagodas	791	"	"		
1784 March	20th	By Ballance due				791	"
		Pagodas				791	"

Madras 20th March 1784
Errors Excepted
(Signed) Abadanum Paupiah Brameney

To all People to whom these Presents shall come
Greeting Whereas Morgay Cooly Naick of Madras Black
Merchant Is and by a Mortgage Bond bearing date the
Twentieth Day of February in the Year of Our Lord One Thousand
Seven hundred and Eighty three Stands indebted unto
Abadanum Paupiah Brameney of the same place Merchant
in the Sum of Seven hundred Star Pagodas together with Interest
That is to Accrued thereon as by the said Mortgage Bond
May Appear And Whereas there now remains due to the said
Abadanum Paupiah Brameney on the Ballance of Principal
and Interest as aforesaid Account Current bearing date
the Twentieth Day of March in the present Year of Our Lord
One Thousand Seven hundred and Eighty four the Sum of
Seven hundred and Ninety One Star Pagodas Making in
Sterling

Filed 1st June 1784

The Answer of Aregay Cooty Naick of Madras Merchant Defendant to the Bill of Complaint of Avadanum Paupiah Braminey of Madras Inhabitant by his Attorney Peter Walker of Fort Saint George Gentleman and one of the Attornies of this Honble Court Complainant

The said Dendent now and at all times hereafter Saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that he does not stand indebted unto the Complainant in the Sum of Seven Hundred and Ninety One Pagodas as Set forth and Shewn by the Complt in his Bill of Complaint and the Account thereto annexed, but Admits that he did Execute and give such Original Mortgage Deed under the day and date and for the Sum under the Condition therein mentioned as is and are Set forth and Expressed by the Complainant in his said Bill of Complaint but this Defendant Saith that this said Original Mortgage Deed was Obtained from him by the abovesaid Avadanum Paupiah Braminy under false pretences and Suggestions because this Defendant Saith that the Obtaining of this said Mortgage

Mortgage was in Consequence of a Promise and Undertaking of the said Avadanum Paupiah Braminy to give and Surrender up unto this Defendant a prior Mortgage Deed for Six Hundred Star Pagodas and upwards which this Defendant had borrowed and Received of and from the said Avadanum Paupeah Braminy he the said Avadanum Paupiah Braminy undertaking to Make up the Account of the Principal and Interest due on such Prior Mortgage Deed and did Promise and Assure this Defendt that in Case there appeared any difference between the Amount of such said Account and the Sum of the present Mortgage Deed in Question, that such Difference should be paid to this Defendant in ready Cash which Promise and undertakings this Defendant Saith induced him to Enter into and give unto the said Avadanum Paupiah Braminy the Second Mortgage Deed This Defendant further Saith that he frequently Applied unto the said Avadanum Paupiah Braminy for e performance of his Promise and undertaking but which he Neglected and under several frivolous and Vexatious pretexts detained the prior Mortgage Deed and Refused to make out the Account of the Principal and Interest due thereon, this Defendant further Saith that peremptorily insisting on the said Avadanum Paupiah Braminey giving up of such prior Mortgage Deed and Accounting to and with this Defendant He the said Avadanum Paupiah Braminey did threaten this Defendant with a Law Suit to Compell this Defendant to pay the Amount Principal and Interest due on the Second Mortgage This Defendant further Saith that he on his part Endeavoured by every Possible means to get the prior Mortgage Deed out of his the said Avadanum Paupiah Braminey

miny's Hands and to get the Account but to very little purpose, This Defendant further Saith that after Various Applications to the said Avadanum Paupiah Braminy he the said Avadanum Paupiah Braminy by the means of his said Attorney Peter Walker Sends this Defendant a Note in Writing demanding Payment for the Use of Francis De Silva, being to the purport as Set forth by this Defendant in his Cross Bill of Complaint against the abovesaid Complainants And Soon after this Defendant was Summoned to appear in this Honble Court by the abovesaid Avadanum Paupiah Braminy by his said Attorney Peter Walker who never Gave Your Orator Notice that such said Suit was to be preferred against him this Defendant which this Defendant Says he is advised ought to have been done, This Defendant further Says that he was always ready and willing and is so now to pay off the Principal and Interest due on his Mortgage Deed in question provided the said Avadanum Paupiah Braminy Would come to a fair Account by Stating the Date of the prior Mortgage and the Principal Sum thereon Borrowed for as the said Prior Deed is in the Possession of the said Avadanum Paupiah this Defendant Saith he cannot with any certainty state the Acct himself or otherways the same should have been done and the Amount thereof paid into this Honble Court this Defendant further Saith that he has been very much Harrassed in his Endeavours to Obtain his prior Mortgage from the said Avadanum Paupiah Braminy and to bring him to an Account as also for this Defendant to Discharge what should appear really and justly due to the said Avadanum Paupiah Braminy upon the said Stated Account, which this Defendant Saith Occasion his filing his Cross Bill

of Complaint against the said Avadanum Paupiah Braminy and his Assignee Peter Walker for the Compell them to Account With this Defendant and Receive what is due and for to Surrender up unto this Defendant the several Writings deposited by this Defendant with the said Avadanum Paupiah Braminy Referrence being had to such said Cross Bill of Complaint will More fully Appear

All which Matters and things this Defendant is Ready and willing to Aver maintain and prove as this Honble Court shall direct and most humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained

Charles Promley
Attorney Defendant

Filed 1st June 1784

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Aregay Cootey Naick of Madras Merchant that Whereas Your Orator some time in the Year 1782 did Borrow and Receive of and from Avadanum Paupiah Braminy of Madras Inhabitant the Sum of Six Hundred and thirty Pagodas or thereabouts for Securing the Payment of which Your Orator further Sheweth he did in the same Year Enter into One Bond or Obligation and the same did give unto the said Avadanum Paupiah Braminy but the particular day and date of the same Your Orator cannot Set forth whereby Your Orator did by way of Mortgage Make an Assignment of Sundry Pieces and Parcells of Ground Situated lying and being in Pedda Naick's Pettah in Chinna Malyavara Chinna Casava Permal Pagoda Street, unto the said Avadanum Paupiah Braminy as the Security for the Payment of both Principal and Interest at the time where such Bond or Obligation became due Your Orator further Sheweth that Some time in the Month of February in the Year 1783 the said Avadanum Paupiah Braminy did apply unto Your Orator for to Renew the said Mortgage Bond by Entring into a New Bond in his the said Avadanum Paupiah Braminy's favor for the Sum of Seven Hundred Pagodas which Your Orator Agreed upon the said Avadanum Paupiah Braminy assuring Your Orator that the Account of the Principal and Interest due on the Old Bond should be Stated and Settled and such Difference as

might

Might appear to be, between the Ballance of the Stated Account and the Sum of the New Bond should be paid in Ready Cash to Your Orator and the Old Bond to be given up Your Orator further Sheweth that Upon the Reasonableness of this Assurance and Confiding in the further Assurance of the said Avadanum Paupiah Braminy's stating the Account of Principal and Interest due on the Old Bond, Your Orator did Enter into the new Mortgage Bond or Obligation of the 20th day of February 1783, a Copy of which is Annexed to the Original Bill of Complaint of the said Avadanum Paupiah Braminy by Peter Walker his Attorney, the said Avadanum Paupiah Braminy at the same time Promising to send to Your Orator the Account made up and the difference of Cash with the Old Bond, but which Your Orator Sheweth the said Avadanum Paupiah Braminy never did do nor Could be brought to do, notwithstanding his Promise and Undertaking so pointedly had, made, and done, and which Your Orator Sheweth was the Consideration for which Your Orator entered into the New Bond of the Twentieth day of Feby in the Year 1783. Your Orator further Sheweth that he frequently and in an Amicable manner Requested of the said Avadanum Paupiah Braminy, a delivery up of the Old Bond as also for the Account Principal and Interest due on the same with the difference of Cash as aforementioned Your Orator further Sheweth, that he has also Requested not only the aforementioned Writings but Your Orator has requested the said Avadanum Paupiah Braminy to come to fair and open Account to and with Your Orator as Your Orator is an Entire Stranger to the date of the Old Bond, and that Your Orator Would pay the Ballance when Required and which Your Orator is now

Now Ready to do upon the Delivery up of all the Writings belonging to Your Orator and which were deposited by Your Orator with the said Avadanum Paupiah Braminey as aforementioned

But now so it is and may it please this Honble Court the said Avadanum Paupiah Braminy Obstinately and Wilfully Refuses to give Your Orator any manner of Satisfaction touching the Premises pretending that he keeps Your Orators Old Bond of the Year 1782, as a further Security for the Payment of the New Bond of the Twentieth of February 1783, and as soon as Your Orator is Ready to pay off the said New Bond, he the said Avadanum Paupiah Braminy will make out the Account and Settle with Your Orator, which Your Orator Charges is unjust, because Your Orator has frequently applied to the said Avadanum Paupiah Braminy for this Special purpose, but to very little purpose, the said Avadanum Paupiah Braminy pretending, that he had lost or Mislaid the Old Bond, and at other times, that the said Bond was Cancelled or Destroyed and Sundry other Evasions, but the Fact is, as Your Orator Charges, the said Bond is not in Possession of the said Avadanum Paupiah Braminy, but some One Else, as is Evident from the following Narrative, Your Orator Charging that having found himself Embarrassed by the behaviour of the said Avadanum Paupiah Braminy Your Orator did threaten the said Avadanum Paupiah Braminy to prefer a Bill of Complaint in this Honble Court for to Compell him to Account and to deliver up Your Orators Respective Bonds with the Title Deeds, and to Receive the Real Sum that was due to him the said Avadanum Paupiah Braminy, upon which Your Orator Charges a few days after the last Altercation, the said Avadanum Paupiah Braminey

did

ded direct his Attorney at Law to write the following Letter "Aregay
"Costy Naick I am directed to file a Bill of Complaint against You in
"the Mayor's Court for the Amount of Your Mortgage Bond due by You to
"Avadanum Paupiah and by him Transfered to Francis de Silva for
"the Sum of 700 Ps with Interest I have instructions to file it to mor-
"row Morning but I chuse to inform You before I do it, that if You
"think proper You may Settle it, and thereby avoid the heavy Charges
"of a Law Suit I am Your Wellwisher. Peter Walker Attg at Law
"Fort St George March 15th 1784." Whereby the said Avadanum
Paupiah Braminy thought to intimidate Your Orator from the
Purpose of Your Orator preferring a Bill of Complaint against him,
But Your Orator Charges that to his great Surprize and Astonish-
-ment, Your Orator is informed that the present Bill of Compl.t
is preferred in the Name of Avadanum Paupiah Braminy by
his Attorney Peter Walker when the Note Your Orator received
from the said Peter Walker, that this very Mortgage Bond for 700
Pagodas was by the said Avadanum Paupiah Transferred over
to Francis de Silva, the same Note informing Your Orator, that
a Bill of Complaint would to be filed as the next Morning, Your Orator
Charges that being thus Threatned he deemed it necessary and Expedient
to take Advice upon the Business and being determined to Compell
the said Avadanum Paupiah Braminy to come to an Account and
Surrender up unto Your Orator the said several Writings he the said
Avadanum Paupiah Braminy, did prefer his Original Bill of
Complaint in the Name of Peter Walker instead of Francis de Silva
Annexing thereto a Transfer and Power of Attorney under date the
Twentieth of March 1784 Notwithstanding Your Orator had been
Advised by the said Peter Walker under date the fifteenth of the said

Month of March, that the Mortgage Bond in Question was Trans-
-ferred by the said Avadanum Paupiah Braminy unto the said
Francis De Silva, Your Orator further Charges, that he never received
any Notice of such Transfer being made to the said Peter Walker,
Nor was any demand by him made for Payment in Consequence
of such Transfer, nor any Notice given of the Original Bill of Compl.t
intended to be filed, whereby as Your Orator Charges, the said Avada-
-num Paupiah Braminy and Peter Walker are not Entitled to
Costs as the want of Notice, they are in Law, Ousted of the same.
Your Orator Charges that in this Manner has Your Orator been
Harrassed and perplexed by the said Avadanum Paupiah Bra-
-miny and Peter Walker and their Agents, Your Orator further
Charges that he is willing to pay to the said Avadanum Paupiah
Braminy and his said Attorney Peter Walker the amount of the
Account Adjusted and Settled in the first Mortgage Obligation
upon the delivering up of the said Two Mortgage Bonds with
the Title Deeds and giving to Your Orator the Statement of the
Account on the same and such other Relief as to this Honble Court
shall Seem Meet. To the End therefore that the said Avadanum
Paupiah Braminy and Peter Walker may upon their and each
of their Corporal Oaths true and perfect Answer make to all and
Singular the Matters and things herein before Set forth and Alled-
-ged as fully truly and Effectually as if the same were here again
Repeated and particularly Interrogated and that the said
Avadanum Paupiah may Set forth and Discover if he has made
any and what Deed of Assignment of either or both of Your Orator's
Said Mortgage Bonds unto the aforementioned Francis de Silva
and if not, for what Reason he Caused such Notification from the
Said

Said Peter Walker, to be sent and delivered unto Your Orator, and also that the said Peter Walker may Set forth the Real Consideration for which he gave to the said Avadanum Paupiah Braminy for the Assignment of Your Orator's Mortgage Bond, as is by him Set forth in his Bill of Complaint, And that the said Avadanum Paupiah Braminy and Peter Walker may Set forth and Discover their True Reasons for such their Conduct and behaviour to Your Orator, and that they may true and perfect Account make and give unto Your Orator, and that they May deliver up unto Your Orator the said two Mortgage Bonds and the Title Deed upon Your Orator's paying what shall appear Justly due and Owing unto the said Avadanum Paupiah Braminy or to his Assigns and that Your Orator be paid all Costs of this Suit in lieu of Demages, that Your Orator Charges he has Sustained and such further and other Relief as to this Honble Court shall Seem Meet

May it Please this Honble Court to Cause the said Avadanum Paupiah Braminy and Peter Walker to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and appointed then and thereto 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
Att^y Complainant

Filed 27th July 1784

The Replication of Avadanum Paupiah Bramany by his Attornies Peter Walker of Fort Saint George Gentleman Complainant to the Answer of Arega Cotty Naik of Madras Dubash Defendant

This Repliant 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 uncertainties and Imperfections in the Defendants Answer contained for Replication thereunto saith that the said Defendant stands Indebted to this Repliant in the Sum of Seven hundred and Ninety One in the same manner and form as the same is Charged in the said Bill of Complaint and for further Replication to the said Answer this Repliant Saith the he will in due time prove to the Satisfaction of this Honble Court that the Original Mortgage Deed now in Question was not obtained from the said Defendant under false pretences and Suggestion as the Defendant is pleased to advance in his Answer but on the Countrary this Replyant saith that the same was obtained from the Defendant after a fair Settlement of Accounts between the Defendant and this Repliant further saith that the Prior Mortgage Deed for Six Hundred Star Pagodas and upwards Which the Defendant had borrowed and Received of this Repliant Was at the same time Delivered to the Defendant as also the Sum that Appeared due to the Defendant on such Prior Mortgage Deed Which Amounted to no more than Pagodas Consequently the

The Charge against this Replicant of his not having fulfilled his promise and undertaking to the Defendant of first having paid the Difference between the Account of the former Mortgage Deed and the Sum of the Present Mortgage Deed in Question and of the Mortgage Deed itself not having been Delivered to the Defendant Ought to fall to the Ground This Replicant further saith that the Defendant Never to this Replicant Knowledge any Demand to this Replicant of the Prior Mortgage Deed neither did he at any time or times make a Demand upon this Replicant for the Settling and Adjusting of the Accounts due to this Replicant the same having been Owned Mid and Adjusted in the Presence of Mr James Johnson Deceased and the Deference paid to the Defendant as also the Prior Mortgage Bond delivered as aforesaid This Replicant further saith that he Denies the Defendant ever applied to this Replicant to give up the Prior Mortgage Deed or that this Replicant to threatened him with a Law Suit to Compell the Defendant to pay the Amount Principal and Interest due on the Second Mortgage Deed but true it is that this Replicant threatened the Defendant often for the payment of the Amount of this Principal and Interest which the Neglected doing for want of Credit he being a Man of little Means Circumstances which induced this Replicant to Question this Honble Court for the recovery of the Mortgage Deed now in Question and this Replicant hopes in due time to prove to the Satisfaction of this Honble Court by Unexceptionable Evidence that the Sum for which the Defendant is sued upon is a Just and

Fair Debt and all and every the Allegations made by the Defendt in putting in his Answer and Cross Bill against this Replicant and his Attorney is Answer Will be no other Ways but to gain Time and to harrass this Replicant with a Religious Law Suit

All Which Matters and things this Replicant is Ready to aver maintain and prove as this Honble Court shall direct and Humbly Prays as in and by his said Bill he hath Already Prayed

Peter Walker
Att[y] for Complainant

Filed 27th July 1784

The Ans[r] Answer of Madam Maria Theresa Braamcamp by her Attorney Peter Walker of Fort Saint George Gentleman to the Defendant Sarah Georgina Cooke Wife of Madras Dubash to Cross Complainant

This Defendant now and at all times hereafter saving and Reserving unto herself all and all Manner of benefit and advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material for her to Make Answer unto She this Defendant Answereth and saith that she Admits that the Cross Complainant did Borrow and in the Year One Thousand Seven hundred and Eighty Two borrow and Received

Receive[d] and from this Defendant the Sum of Six hundred and
Thirty Pagodas or thereabouts for Securing the Payment of which
the Cross Complainant did on the same Year Enter into their Bond
or Obligation and the same was Delivered to this Defendant and
that the said Cross Complainant did by way of Mortgage make an
Assignment of sundry Lines or Parcells of Ground Situated lying
in Pedda Naicke pettah in Chinna Malyswara Chinna Canoe
Jannal Pagodah Street unto this Defendant as their Security for the
Payment of both Principal and Interest at the time when such
Bond or Obligation became due this Defendant further Saith
that he Admits that came Time in the Month of February in the
Year One Thousand Seven hundred and Eighty three this Defend[t]
did Apply unto the Cross Complainant for the Renew the said
Mortgage Bond by entering into a New Bond in this this
Defendants favor for the Sum of Seven hundred Pagodas and
this Defendant saith that he Admits that the said Cross
Complainant agreed upon this Defendants Assuring the Cross
Complainant that the Account of the Principal and Interest
due on the old Bond should be Stated and Settled and such
Difference as might appear to be between the Ballance of
the stated Account and the Sum of the New Bond should
be paid in Ready Cash to the Cross Complainant and the old
Bond to be given up this Defendant further Saith that after the
Cross Complainant had Entered and Signed the new Mort-
gage Bond or Obligations of the Twentieth day of February
One Thousand Seven hundred and Eighty three this

Defendant did at the same time Relinquish unto the said Cross Complt
the Old Bond and the Account Made up and the Difference of Cash and
the said Cross Complainant so Received the same from this Defendant
which this Defendant Hopes and Doubtless to prove to the Satisfaction
of this Honble Court this Defendant further saith that he denys the
Cross Complainant ever Demanded of this Defendant the Delivery up
of the Old Bond as also for the Account Principal and Interest due on the
same with the Difference of Cash or any other Demand or Demands
Whatsoever this Defendant also Denys that the Cross Complainant
ever Requested this Defendant to Come to a fair and open Account and
Settlem the Cross Complainant as he was a Stranger to the Dates of the old
Bond and that he would pay the Ballance what he Required all which
is entirely false and Erroneous for this Defendant saith that the Cross
Complainant not having means wherewithal to pay the Amount now
Sued for did Request of this Defendant to Indulge him with further
time for the Payment of the said Sum this Defendant further saith
that he denys that he ever pretended that he had in his Possession
the Cross Complainant Old Bond of the Year One Thousand Seven
hundred and Eighty two as a further Security for the Payment of the
New Bond of the Twentieth day of February One Thousand Seven
hundred and Eighty three and as soon as the Cross Complainant is
ready to pay off the said New Bond that he this Defendant would
Make out the Account and Settle with him neither did this
Defendant tell the Cross Complainant that he had Lost or Mislaid
the Old Bond and at other times that the Bond was Cancelled or
Discharged and sundry other Evasions all which this Defendant
Saith

is altogether false and Erroneous further this Defendant saith that no such Demand as the Cross Complainant is pleased to Aduance in his Answer and Cross Bill was ever made by this Defendant during the time the Cross Complainant gaue the Mortgage Bond dated the Twenty fifth day of February One Thousand Seven hundred and Eighty three This Defendant further Denying saith that the Cross Complainant neuer to this Defendants Knowledge Aduanced Interest upon the Cross Complaint against this Defendant in this Honble Court for to Compell this this Defendant to Account and the Reason and the Cross Complainant Requested Bond gaue to this Defendant and to giue the Real Sum that was due to this Defendant but on the Contrary this Defendant saith that this Defendant did after threaten the Cross Complainant to prefer a Bill of Complaint against the Cross Complainant in this Honble Court for the Recovery of the Principal and Interest due to this Defendant upon the Cross Complainant Mortgage Bond and in consequence of which threatning the Cross Complainant did press and Request this Defendant to Endorse the said Bond with some Reasonable Satisfaction for the Debt thereby Secured and Agreed this Defendant and the Cross Complainant this Defendant was a Member of the said Court and which this Defendant hopes will this Honble Court to take the Premises of this Honble Court to a Motive thereto and Menaces of this Defendant the Complainant to

Seven hundred and Eighty two nor of the Difference of the Account between the old and New Mortgage Bond to this of the Twenty fifth day of February One Thousand Seven hundred and Eighty three as is most falsely Suggested by the Cross Complainant in this Answer as well as in the Cross Bill of Complaint filed against this Defendant and this Attorney Mr. Peter Walker this Defendant saith he has the Admits of the Notice sent to the Cross Complainant by this Defendants Attorney at Law Mr. Peter Walker dated the Fifteenth day of March One Thousand Seven hundred and Eighty four but saith the Recording of which said Note to the Cross Complainant the Same for made by this Defendant to the said Francisco de Sylua was Desired by this the said Francisco de Sylua as aforesaid to this Defendant to the Same for made by this Defendant to the said Mr. Peter Walker Since this Defendant insists it will this Law operate as good and Valid this Defendant in Answer to such part of the Cross Complainants Interrogatories Answering saith that he did Assign over unto the said Francisco de Sylua the Mortgage Bond dated the Fourteenth day of February One Thousand Seven hundred and Eighty three Now in Question which is the only One that this Defendant is possessed of and the Old Mortgage Bond of the Year One Thousand Seven hundred and Eighty two has by this Defendant been Delivered Consequently this this Defendant could not have made any Assignment of the same either to the said Francisco de Sylua or to any other Person or Persons whatsoever this Defendant with all Submission to this Honble Court saith that it is Immaterial for this Defendant to set forth the Real Consideration that this Defendant received from the

the said Mr Peter Walker for the Assignment of the said Mortgage
Bond the Assignment is well & fully and sufficient and want
no other Explanation

All Which Matters and things this Defendant
is Ready and willing to aver Maintain and prove as touch and
concern as this Honble Court shall direct and humbly
Prays to be hence dismissed with his reasonable Costs and
Charges in this Cause most wrongfully Sustained

Peter Walker

Peter Walker Atty for Compt

27th July 1784 }
Sworn before me }

John Menzies
Mayor

Filed 24th Augt 1784

The Replication of Alexr Cuthbert

March of Madras Defendant to the
Replication of Alexander Duguid late
of same by his Attorney Peter Walker Esqr

The said 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 manifold
Errors Incertainties Insufficiencies and Imperfections in
the said Replication Contained for Replication thereunto saith
that the Answer of the said Replicant & Plaintiff Complainant Exhibited
in this Honble Court against this Defendant 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 is Very Untrue
Evasive and Insufficient in the Law and for further Rejoinder the
said Defendant Says and by his said Answer he has Already
said and that the Obtaining from him the Defendant the Second
Mortgage Bond was under false pretences of Causing to a fair
Statement of the Account of the first Mortgage Bond being for
Six Hundred and Thirty Pags due the Delivery up of the said
Bond and Paying the Difference about Seventeen or Eighteen Pags
which he had Fraudulently drawn the first Mortgage and the Principal
of the Second Mortgage Bond Neither of these matters were done
by the Replicant but both Bond and the Difference of Cash remains
in the Replicants Possession or power for his Account to this
Day as they nor either of them were ever delivered to the Defendt
and further saying that Neither the Date of this Prior Mortgage
Nor the Amount of the Difference in Cash said to be paid in shown
or Set forth but so fully Omitted the said Defendant further
says that frequently Applyed to the said Replicant for the Prior
Mortgage Bond to be Delivered to him the Defendant as also the
Payment of the Difference of Cash and the same was always Evaded
by the Replicant by his saying that Bond was Mislaid and soon
The said Defendant further says that he will prove that at the time
of Executing the Second Mortgage Bond the same was done before
Mr James Johnson in his Pretorial Capacity and all Accounts
were Adjusted by the said James Johnson and Account of the Defendt
with

With the Replicant further saith that any money paid by the Replicant to the Defendant or the Old Bond given up but that the same remains with the Replicant who has since the filing of this Bill of Complaint offered to Indemnify the Defendant from any trouble or Expence arising on the Prior Mortgage Deed the said Defendant further says that he is ready and willing to Pay the Replicant what shall appear upon the fair Statement of the Account to be due and owing unto him and upon his Entering into and Executing a Deed of Indemnification against any Charge that may arise on the Prior mortgage but as to the Payment of Costs the Original Bill of Complaint being filed Without due Notice first given to the Defendant the Replicant is not entitled to Costs wherefore the Defendant Objects to the Payment thereof as the preferring the Bill of Complaint in this Honble Court against the Defendant was wantonly and Litigiously done to Harrass and Perplex the Defendant

All which matters and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Answer he hath already Prayed

Wm. Brownlow
Attorney Defendant

Filed 12th Augt 1784

The Cross Replication of Hugay Cody Merch.t of Madras Merchant to the Cross Answer of Moadanum Pauyiah Bramany by his Attorney Peter Walker of Fort St George Gentleman

The said Replicant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the many Untruths Errors Insufficiencies and Imperfections in the said Answer contained for Replication thereunto saith that his Bill of Complt heretofore Exhibited in this Honble Court against the said Defendant and all and singular the Matters and things therein contained are 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 Cross Answer of the said Defendant is not true Certain or sufficient in the Law And for further Replication the said Replicant saith that the Defendant having Admitted & allowed in his said Answer many Matters and things Alledged in the Cross Bill of Complaint to know Reasons whether or no the Old Mortgage Bond of the Year One Thousand Seven hundred and Eighty Two, together with the Difference due Ready Cash, between the Old and New Bond was paid and delivered up by the Cross Defendant to the Cross Complainant, which the Cross Defendant Mr Cruttenden does Answer but what was the Cross Defendant Mr Cruttenden's pretended to be paid on the Date of the Amount of the Difference agreed to be paid on the Date of the Old Bond and Mr Cruttenden Shewn by the Cross Defendant that any

any Part of this Answer which is somewhat Extraordinary and Evidently tends to Shew that what the Cross Defendant Rhes Said in this Answer is a falsity, and to Shew that it is a falsity the Replicant Says that Since the filing of the Cross Bill of Compt and the putting in of this Original Answer to the Original Bill of Complainants a Proposition was made on the part of the Cross Defendant unto the Replicant that the Cross Defendant Would Pay unto the Replicant the Sum of Thirty Pagodas in lieu of the Differences of Costs that each party should pay their own Costs, and as the first Mortgage Bond was lost, the the Cross Defendant proposed giving a full Release on the same which the said Replicant Refused Accepting, and Cross Defendt Would pay all Costs, this Particular proposed from the Replicant Says he will prove by indubitable Evidence to the Satisfaction of this Honble Court and that all and every the matters and things contained in the Cross Bill of Complaint, are true, without that, that any other Matter or thing in the said Cross Defendants Answer Contained material or Effectual in the Law to be Replied unto, and herein and hereby not well and Sufficiently Replied unto confessed or Avoided Traversed or Denied, the same is Nay insufficient to be Replied unto

All Which Matters and things this Replicant is Ready and Willing to Aver Maintain and prove as this Honble Court shall Direct and Most humbly Prays accord and by his said Bill of Complaint he hath Already Prayed

Jno Brownley

Filed 14th Sept. 1784

The Cross Rejoinder of Abraham Prayis & Benning by his Attorney Peter Walker of Fort Saint George Gentleman Defendant to the Cross Replication of Anegay Coety. Native of Madras Inhabitant Complainant

The said Defendant by his said Attorney now and at all times hereafter saving and Reserving unto himself all and all Manner of Benefit and Advantage of Exceptions to the many Manifold Uncertainties Insufficiencies and Imperfections in the said Replication contained for Rejoinder thereunto saith That this Answer to the said Replicants Bill of Complaint Exhibited in this Honble Court against this Defendant 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 is very uncertain evasive false and insufficient in the Law And for further Rejoinder this Defendt by his said Attorney Saith he said and by this said Answer he hath Already said and declared to that a certain former Mortgage Bond bearing Date the Twenty Eth Day of April One thousand five hundred and Eighty Two and made for Securing the Payment of the Sum of Six hundred and Thirty Star Pagodas with Interest unto Mooyeala Castoo and this Defendant as Executor of Nevada Custory, Deceased was delivered up by this Defendant to the said Complainant Abraham Prayis & Benning at the time of this Executing the Bond

Bond now in Question and that an Account Current was also at the same time made up and Settled between them a Copy Whereof is hereunto Annexed whereby it appears that there was due on the former Mortgage Bond on the Twentieth February One Thousand Seven hundred and Eighty three the Sum of Six hundred and Ninety three Star Pagodas, and in order to make up the even Sum of Seven hundred Star Pagodas for which the Bond now in Question was then given the Sum of Seven Star Pagodas was at the time of its being executed by the said Compl^t paid to him in Ready Cash by this Defendant all which this Defendant is able and Ready to prove by the Testimony of Several Different Witnesses present whenever he shall be thereunto Required. And the said Defendant by his said Attorney further Saith that he Absolutely denies that he ever made any Proposition to allow the said Complainant the Sum of thirty Pagodas or any other Sum of Money for the Difference of the said Bonds or on any other Account nor did this Defendant ever propose that Each Party should pay his own Costs as the Complainant in his Replication most untruely suggests but this Defendant on the Contrary saith that the said Complainant frequently applied to this Defendant and Requested him to forgive the said Complainant the Sum of thirty Pagodas in part of his said Debt and Assured him that then he would pay him the Remainder or that otherwise he Would put off the Payment of it by a long Course of Law but to this the said Defendant paid no sort of Attention and insisted as he had before Constantly done that the said former Bond had been Given up and the Difference paid and that therefore the said

Complainant had no manner of Pretence or Claim whatever to any Deduction Out of the said Principal Sum of Seven hundred Pagodas and the Interest Due thereon and as for putting it off by a Long Course of Law he was well contented to leave the Matter to the Decision of this Honble Court And this Defendant by his said Attorney further Saith and insists that the said Compl^t had due Notice given him before the Suit was commenced he this Defendant having himself frequently applied for Payment of the Amount of the said Bond and having also by a Letter from his Attorney Acquainted him so long since as March last Six Weeks before the filing of the Original Bills of Complaint that unless he immediately discharged the said Bond he this Defendant should proceed Against him at Law

All Which Matters and things this Defendant is Ready and Willing to aver maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Answer he has already prayed

Peter Walker
Att^y for Cross Defendant

Arega Cooty Naik in Account Current With Mooperala Cashevia and Swadamnum Pauppiah Braming as Executors to Swadamnum Castoory Deceased

1782 April 20th	To Cash Lent for which You gave a Mortgage Bond	630	"	1783 Feby 20th	By Amount Transferred to S. Pauppiah	700	"	"
1783 Feby 20th	To Interest on Do for 10 Mo @ 12 P Cent P Annum	63	"	"				
Mar 4th	To Cash paid You by Pauppiah	7	"	"				
	Pagodas	700	"	"	Pagodas	700	"	"

Madras 16th March 1783
Error Excepted
Signed S. Pauppia Braming
for Mooperala Cashevia & Self as Executors to S. Castoory

Attest Copy
Peter Walker
Atty for Cross Defendt

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam, wherein Swadamnum Pauppiah Braming by his Attorney Peter Walker is Complainant and Aregay Cooty Naik of Madras Merchant is Defendant

On the Part and behalf of the Complainant

To all the Witnesses — 1st Do You know the Parties Complainant and Defendant in this Cause, If Yea how long have You known them, or either and which of them Declare?

To Domingos Johnson of Madras Portuguese Writer } 2d Look upon the Mortgage Bond Exhibited in this Cause and Marked with the Letter A Did the Defendant or did he not Sign Seal and deliver the same in Your Presence on the Day therein Specified or on what other day and was or was not Mr James Johnson late One of the Attornies of this Honble Court and a Notary Public present also with You When the said Bond was Executed and are or are Not the Names James Johnson Notary Public and Domingos Johnson Subscribed as Witness to the Executing of the said Bond the Respective Proper Hand Writing of the said James Johnson and of Yourself declare?

To Sawmy and Narrain 3d Do You or Do You not know of any former Bond given by the Defendant to Mooperala Cashevia and this Complainant, if Yea declare the Date and other Particulars thereof and for the Payment of what Sum the same was given and was or was Not the same given up to be cancelled to the said Aregay Cooty Naik at the time the said Mortgage Bond now Exhibited was Executed or at what other time was the same delivered up

To

To Dillo ..... 4 Look upon the Account Current Exhibited in in this Cause and Shewn to You at the time of Your Examination Marked with the Letter B. Do You or do You not know of the Same having been made up and Settled on the Day of the Date thereof or on what other and is the same or is it not to the best of Your knowledge and Belief a true and just Statements of Accounts between the Defendant and this Complainant as Executors together with Mooperala Cashaviah of Avadaunum Custory Deceased. And was there or was not a Ballance then due thereon to the said Defendant, and if Yea what was the Ballance justly and truely due to the said Defendant from this Complainant thereon — And was or was not such Balance paid by this Complainant to the said Defendant at the time of his Executing the Bond Now in Question or at what other time was the same paid to him and was You or was You not present at the time of such Payment and did You did You not go to any Person and whom by Name at the desire of this Complaint in Order to direct to bring a Certain and what Number of Pagodas Was or was not the same brought, and if Yea where were they brought for what purpose and by whom by Name Declare?

To Mr William Lewcock of Madras ..... 5th Were You or were You not present at any and at what time or times when any Conversation Passed between the Parties in this Cause Relative to an Amicable Settlement thereof, if Yea, Relate what passed at such Conversation and whether the Defendant did or did not Agree to Settle the same and Discharge the Account of the Bond in Question as well as all Costs of Suit and [illegible]

Did not thereupon Stay Proceedings in the said Suit and Whether the said Defendant did or did not Acquaint You he Would pay the Money and Settle the Business — and whether the said Complainant or his Constituent the said Panpiah Braminey did or did Not Make him any offer of any Sum of Money in Compensation for any Ballance remaining unpaid upon the former Mortgage or to pay the Costs of Suit, or ever Acknowledged that there remained any Ballance unpaid upon the former Mortgage Bond, or that the same was not delivered up and every other Particular that You know Relative thereto Declare?

To all the Witnesses ..... 6th Do You know or can You say any other Matter or thing Material for the Complainant in this Cause If Yea declare the same as You know or do believe, together with the Reasons of such Your Knowledge and Belief

Peter Walker
Atty for Complainant

D. Argah Cooley Naik Pls. Account Current with Mooperala Cashewa and A. Paupia Braminy as Executors Awadaunum Castoory Deceased

1782 April 20th	To Cash Lent You	630	"	"	1783 Feby. 20th	By Amount Transferred to A. Paupia	700 " "
1783 July 20th	To Interest on Do. for 10th Months @ 12 ₰ Cent ₰ Annum	63	"	"			
March 16th	To Cash paid You by Paupia	7	"	"			
	Pagodas	700	"	"		Pagodas	700 " "

Pagodas 700 " "

Madras 16th March 1783

Errors Excepted

A. Paupia Braminy for Mooperala Cashewa and Cooley Executors to A. Castoory

B.

This Exhibit Marked "B" Was shewn to Sawmy and Gundavade Narrain Chitty at the Respective times of their Examination before me On the Part of the Original Compl.t and Cross Defendant in a Cause depending In the Hon.ble the Mayor's Court at Madraspatnam wherein Avadaunum Paupiah Braumeny is Original Complainant and Cross Defendants and Aregay Cooty Naick is Original Defendant and Cross Complainant on the 4th January and 22d day of March Anno Domini 1785

J. Spalding
Examiner

Mayor's Court at Madraspatnam

Between Avadaunum Paupiah Braminy by his Attorney Peter Walker Complainant and Aregay Cooty Naik of Madras Merchant Defendant

On the Part of the Complainant

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

Domingos Johnson of Madras formerly a Writer in the Service of Mr. James Johnson late Attorney of this Hon.ble Court Aged 26 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 25th Day of January 1785 Signified at the Office

Office of Mr Charles Bromley who is Attorney for the Defendant by Vencata-
-chellum my Servant who also left him a Note of the Name Title and Place
of Abode of the said Deponent and afterwards on the Same Day being Sworn
and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth
know the Complainant Avadaunum Paupiah Braminy in
this Cause, and that he hath so known him Six Years or thereabouts
and that he doth know the Defendant Aregay Cooty Naick in
this Cause, and that he hath so known him the Same time And
More Saith Not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent Saith that upon
looking on the Mortgaged Bond exhibited in this Cause and Marked
A he knows that the Defendant did Sign Seal and deliver the
Same in his Presence on the day therein Specified and that Mr
James Johnson his Master and late One of the Attornies in this
Honble Court and a Notary Public was also present when the
Bond was executed and that the Names James Johnson &
Domingos Johnson Annexed to the said Bond were the proper
Hand writing of the said James Johnson and of this Deponent
And More Saith not to this or the Last Interrogatory

J. Spalding
Executor

Domingos Johnson

Mayor's Court at
Madraspatnam

Between Avadaunum
Paupiah Braminy by his Attorney
Peter Walker Complainant and Aregay
Cooty Naik of Madras Merchant
Defendant

On the Part of the Complainant

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

Lawmy of Madras Conicoply Aged 29 Years or thereabouts being
Produced as a Witness in this Cause On the Part of the Complainant was on
the 4th Day of January 1785 Signified at the Office of Mr Charles Bromley
who is Attorney for the Defendant by Vencatachellum my Servant who
also left him a Note of the Name Title and Place of Abode of the said Depon-
ent 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 Avadaunum Paupiah Braminy
in this Cause, and that he hath so known him from his
Infancy and that he doth know the Defendant Aregay Cooty
Naik in this Cause, and that he hath so known him two
Years or thereabouts And more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, that he
known nothing of the Subject Required by this Interrogatory
And more Saith not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent Saith that he

Never

Never saw the Account Marked with the Letter B. now produced to him at this the time of his Examination That he recollects the Complainant Avadaunum Paupiah Braminy having sent to him for ten Pagodas which he this Deponent immediately brought to the Complainant at Mr James Johnson's House where the Defendant and Complainant then were and that he this Deponent observed the Complainant pay Seven Pagodas of this money to the Defendant Aregay Cooty Naick in order to made up a Balance of Seven hundred Pagodas that he also Observed the Defendant give a Paper which he heard him say was a Bond for Seven hundred to the Complainant. And this Deponent further saith that he knows nothing more of the Subject Required by this or the last Interrogatory

J. Spalding
Examiner

Mayor's Court at Madraspatnam

Between Avadaunum Paupiah Braminy by his Attorney Peter Walker Complainant and Aregay Cooty Naick of Madras Merchant Defendant

On the Part of the Complainant

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

Gundavade

Gundavade Narrain Chetty of Madras Merchant Aged 27 Years or thereabouts being Produced as a Witnesses in this Cause On the Part of the Complainant was on the 22d day of March 1785 Signified at the Office of Mr Charles Bromley who is Attorney for the Defendant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Avadaunum Paupiah Braminy in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Aregay Cooty Naick in this Cause, and that he hath so known him the Same time And More saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he does know that a Bond for Six hundred and thirty Pagodas was given by Aregay Cooty Naick to Paupiah that Mr Lykes was indebted to Paupiah as Executor to Custore and that Aregay Cooty Naick was indebted to Mr Lykes, who gave Paupiah an Order or Aregay Cooty Naick for the above Amount, but Aregy Cooty Naick not being able to discharge the draught Granted his Bond to Paupiah for the same. And this Deponent saith that about a Year after Granting the above Bond Aregay Cooty Naick did grant a New Bond which is the Mortgage Bond Marked A. New exhibited to this Deponent at this the time of Examination And more

More Saith Not to this Interrogatory

4th ..... To the fourth Interrogatory this Deponent Saith that the Account Marked B: Exhibited at this the time of his Examination is a true Account between the Cross Complainant and this Defendant as Executor to Custory deceased that the Balance due to the Defendant Was Seven Pagodas. that Paupiah Sent this Deponent to Mr. Hollands Cash keeper for Ten Pagodas which Was brought by Mr. Hollands Cash keeper himself but this Deponent did not see the Balance of the Acct. paid. The Mortgage Bond however was executed in the presence of this Deponent in Consequence of the Recovery being brought And more saith not to this Interrogatory

To the Last Interrogatory this Deponent saith that he Made a Demand on Aregay Costey Naick for the Amount of the Mortgage Bond some time after it became due by desire of Paupiah and that Aregay Costey Naick Always evaded the payment Saying that he had then no money but that he would Pay the Amount as soon as possible to Paupiah And More Saith not to this Interrogatory

[illegible]

J. Spalding
Examined

Cross Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madras patnam, wherein Aregay Costy Naick of Madras Merchant is Cross Complainant and Avadaunum Paupiah Braminy by his Attorney Peter Walker is Cross Defendant

On the part and behalf of the Cross Defendant

To all the Witnesses ... 1st ..... Do You know the Parties Cross Complainant and Defendant in this Cause, If Yea, how long have You known them, or either and which of them declare?

To Domingos Johnson of Madras Portuguese Writer } 2d ..... Look upon the Mortgage Bond Exhibited in this Cause and Marked with the Letter A. Did the Cross Complainant in this Cause or did he not Sign Seal and deliver the same in Your Presence on the Day therein Specified or on what other Day and was or was not Mr. James Johnson late One of the Attornies of this Honble Court and a Notary Public present also with You when the said Bond Was executed and are or are not the Names James Johnson Notary Public and Domingos Johnson Subscribed as Witnesses to the executing of the said Bond the respective proper hand Writing of the said James Johnson and of Yourself declare

To Lawmy & Narrain ... 3d ..... Do You or Do You not know of any former Bond Given by the Cross Complainant to Mooperala Casheviah and this Defendant if Yea, declare

declare the Date and other Particulars thereof and for the Payment of what Sum the same was given and Was or was not the same given up to be Cancelled to the Said Aregay Cooty Naik at the time the said Mortgage Bond now Exhibited was executed or at what other time was the same delivered up.

To Ditto ..... 4th ..... Look upon the Account Current Exhibited in this Cause and Shewn to You at the time of Your Examination Marked with the Letter B. do You or do You not know of the same having been made up and Settled on the Day of the Date thereof or on what other Day and is the same or is it not to the best of Your knowledge and Belief a true and just Statement of Accounts between the Cross Complainant and this Defendant as Executor together with Mooperala Cashe=viah of Avadaunum Custory Deceased. And was there or was there not a Ballance then due thereon to the said Cross Complainant and if Yea what was the Ballance justly and truely due to the said Cross Complainant from this Defendant thereon. And was or was not such Ballance paid by this Defendant to the said Complainant at the time of his Executing the Bond Now in Question or at what other time was the same paid to him and was You or was You not present at the time of such Payment and did You or did You not go to any Person and whom by Name at the desire of this Defendant in

in Order to direct him to bring a Certain and what Number of Pagodas and was or Was not the same brought, and if Yea When were the brought, for what purpose, and by whom by Name declare?

To Mr. William Lewcock of Madras Writer ..... 5th ..... Were You or were You not present at any and at what time or times when any Conversation passed between the Parties in this Cause Relative to an Amicable Settlement thereof, if Yea, Relate what passed at such Conversation, and whether the Cross Complainant did or did not agree to settle the same and discharge the Amount of the said Bond in Question as well as all Costs of Suit and whether the Defendant did or did not thereupon stay Proceedings in the said Suit and whether the said Cross Complainant did or did not acquaint You he would pay the Money and Settle the Business. And Whether this Defendant or his Constituent the said Panpiah Braminey did or did not make him any offer of any Sum of Money in Compensation for any Ballance Remaining unpaid upon the former Mortgage or to pay the Costs of Suit, or ever Acknowledged that there Remained any Ballance unpaid upon the former Mortgage Bond, or that the same was not delivered up. And every other Particular that You know Relative thereto Declare?

To all the Witnesses ..... 6th ..... Do You know or can You say any other Matter or thing Material for the Defendant in this Cause

If

If You declare the same as You know or do believe, together with the Reasons of such Your Knowledge and Belief.

Peter Walker
Attorney Defendant

Mayor's Court at Madraspatnam

Between Aregay Cooty Naik of Madras Merchant Cross Compl.t and Avadaunum Paupiah Braminy by his Attorney Peter Walker Cross Defend.t

On the Part of the Cross Defendant

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

Domingos Johnson of Madras formerly a Writer in the Service of Mr. James Johnson late Attorney of this Hon.ble Court Aged 26 Years or thereabouts being produced as a Witness in this Cause On the Part of the Cross Defendant was on the 25th Day of January 1785 Signified at the Office of Mr. Charles Bromley who is Attorney for the Cross Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know

know the Cross Complainant Aregay Cooty Naik in this Cause, and that he hath so known him Six Years or thereabouts and that he doth know the Cross Defendant Avadaunum Paupiah Braminy in this Cause, and that he hath so known him the same time and more saith not to this Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that Upon looking on the Mortgaged Bond exhibited in this Cause and Marked A he knows that the Cross Complainant did Sign Seal and deliver the Same in his Presence on the day therein Specified and that Mr. James Johnson his Master and late Out of the Attornies in this Hon.ble Court and a Notary Public was also present when the Bond was executed and that the Names James Johnson and Domingos Johnson Annexed to the said Bond were the proper Hand Writing of the said James Johnson and of this Deponent And more saith Not to this or the last Interrogatory

Domingos Johnson

J. Spalding
Examiner

Mayor's Court at Madraspatnam

Between Aregay Cooty Naik of Madras Merchant Cross Complainant and Avadaunum Paupiah Braminy by his Attorney Peter Walker Cross Defendant

On the Part of the Cross Defendant

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

Sawmy of Madras Coniscoply Aged 29 Years or thereabouts being Produced as a Witness in this Cause on the Part of the Cross Defendant Was on the 4th Day of January 1785 Signified at the Office of Mr Charles Bromley who is Attorney for the Cross Complainant by Veneatachellum my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Cross Complainant Aregay Cooty Naik in this Cause, and that he hath so known him two Years or thereabouts — and that he doth know the Cross Defendant Avadaunum Paupiah Braminy in this Cause, and that he hath so known him from his Infancy — and more Saith not to this Interrogatory

3d ..... To the third Interrogatory this Deponent saith, that he knows Nothing of the Subject Required by this Interrogatory — and More Saith not to this Interrogatory

4th

4th ..... To the fourth Interrogatory this Deponent saith, that he never saw the Account marked with the Letter B: Now Produced to him at this the time of his Examination. That he Recollects the Cross Defendant Avadaunum Paupiah Braminy having sent to him for ten Pagodas which he this Deponent immediately brought to the Cross Defendt at Mr Johnsons House where the Cross Defendant and Cross Complainant then were and that he this Deponent Observed the Defendant pay Seven Pagodas of this Money to the Cross Complainant Aregay Cooty Naik in Order to Made up a Balance of Seven hundred Pagodas that he also Observed the Cross Complainant give a Paper — Which he heard him say was a Bond for Seven hundred Pagodas to the Cross Defendant. And this Deponent further saith that he knows Nothing more of the Subject Required by this or the last Interrogatory

J. Spalding
Examined

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Avadanum Paupiah Braminy by his Attorney Peter Walker is Complainant and Aregay Cooty Naik of Madras Merchant is Defendant.

On the Part and behalf of the Complainant.

To Ramiah
Kistna and
Mooneyapah } Did You or did you not by the Direction of the Complainant in this Cause or by whose direction Demand of Defendant or any other Person the Amount of his Bond for the Principal Sum of Seven hundred Pagodas with Interest or any other and what Sum, if Yea - what did the Defendant tell you did he or did he not at the same time Demand of you any old Bond or Ballance from the Complainant Declare the same as you know or believe together with the reasons of your Belief.

Peter Walker
Attyy for the Complaint

Mayor's Court at Madraspatnam — Between Avadanum Paupiah Braminy by his Attorney Peter Walker Complainant and Aregay Cooty Naik of Madras Merchant Defendant.

On the Part of the Complainant.

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

Ramiah of Madras Conicoply Aged 25 years or thereabouts - being produced as a Witness in this Cause On the part of the Complainant was on the 28th Day of March 1785 Signified at the Office of Mr Charles Bromley who is Attorney for the Defendant by Vencatachellum my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st. To the first Interrogatory this Deponent Saith that by the Direction of Paupiah the Original Complainant and Cross Defendant he did Demand Payment of a Bond for Seven hundred Pagodas with Interest from Aregay Cooty Naik the Defendant who promised to Pay the Amount in ten days but this Deponent does not recollect that any Demand was ever made by the said Aregay Cooty Naik upon this Deponent for any old Bond or Balance from the said Paupiah - and more Saith not to this or the last Interrogatory.

J Spalding
Ex.

Mayors Court at Madraspatnam — Between Avadanum Paupiah Brammy by his Attorney Peter Walther Complainant and Aregay Cooty Naik of Madras Merchant Defendant —

On the part of the Complainant —

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

Kistna of Madras Peon Aged 22 Years or thereabouts — being produced as a Witness in this Cause on the part of the Complainant was on the 28th Day of March 1785 Signified at the Office of Mr Charles Bromley who is Attorney for the Defendant by Vencatachellum my Servant who also left here 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 by the directions of Paupiah he did demand payment of a Bond for Seven Hundred Pagodas with Interest three different times from Aregay Cooty Naik who told this Deponent he would pay the same as soon as he could procure the Money but this Deponent does not recollect that any Demand was ever made by Aregay Cooty Naik upon this Deponent for any old Bond or Ballance from Paupiah — and more Saith not to this or the last Interrogatory —

J. Spalding
Ex.

Mayors Court at Madraspatnam — Between Avadanum Paupiah Brammy by his Attorney Peter Walther Complainant and Aregay Cooty Naik of Madras Merchant Defendant —

On the part of the Complainant —

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

Mooneyasiah of Madras Peon aged 25 years or thereabouts being produced as a Witness in this Cause On the part of the Complainant was on the 28th Day of March 1785 Signified at the Office of Mr Charles Bromley who is Attorney for the Defendant by Vencatachellum my Servant who also left here a Note of the Name Title and place of abode of said Deponent and afterwards on the same day being Sworn and Examined Deposeth as follows —

1st ... To the first Interrogatory this Deponent saith that he did several times demand by the Directions of Paupiah payment of a Bond for Seven hundred Pagodas with Interest from Aregay Cooty Naik who under various pretences put off the Payment of it from time to time till his departure for Vencatagery but this Deponent does not recollect that any Demand was ever made by Aregay Cooty Naik of an Old Bond or Balance from Paupiah — and more saith not to this or the last Interrogatory —

J. Spalding
Ex.

Additional Cross Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Aregay Cotey Naick of Madras Merchant is Cross Complainant and Avadanum Paupiah Braminy by his Attorney Peter Walker Defendant.

On the Part and Behalf of the Cross Defendant.

To Ramiah, Kistnah and Mooneyapah } ..... Did you or did you not by the Direction of the Cross Defendants in this Cause or by whose Direction Demand of the Cross Complainant or any other Person the Amount of his Bond for the Principal Sum of Seven hundred Pagodas with Interest or any other and what Sum - if yea what did the Cross Complainant tell you did he or did he not at the same time Demand of you any Old Bond or Ballance from the Cross Defendant Declare the same as you know or believe together with the reasons of your Belief.

Peter Walker
Attyy for Cross Deft.

Mayor's Court at Madraspatnam. Between Aregay Cootey Naik of Madras Merchant Cross Complainant and Avadanum Paupiah Braminy by his Attorney Peter Walker Defendant.

On the Part of the Cross Defendant.

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

Ramiah of Madras Conicoply aged 25 Years or thereabouts being produced as a Witness in this Cause On the Part of the Cross Defendant was on the 28th Day of March 1785, Signified at the Office of Mr. Charles Bromley who is Attorney for Cross Complainant by Vencatachellum my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent Saith, that by the direction of Paupiah the Original Complainant and Cross Defendant he did Demand of the Defendant Aregay Cootey Naick payment of a Bond for Seven hundred Pagodas with Interest and that he Promised to Pay the Amount in Ten days but this Deponent does not recollect that any Demand was ever made by Aregay Cootey Naick upon this Deponent for any old Bond or Balance from the said Paupiah and more saith not to this or the last Interrogatory.

J. Spalding
Exr.

Mayors Court at Madraspatnam — Between Aregay Cooly Naick of Madras Merchant Cross Complainant and Avadanum Paupiah Brammy by his Attorney Peter Walker Defendant —

On the Part of the Cross Defendant —

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

Kistnah of Madras Peon Aged 22 Years or thereabouts being produced as a Witness in this Cause on the part of the Cross Defendant was on the 28th Day of March 1785. Signified at the Office of Mr Charles Bromley who is Attorney for the Cross Complainant by Vencatachellum my Servant who also left Sum 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 by the Direction of Paupiah he did demand payment of a Bond for Seven hundred Pagodas with Interest three different times from Aregay Cooly Naick who told this Deponent he would pay the same as soon as he could procure the Money but this Deponent does not recollect that any Demand was ever made by Aregay Cooly Naick upon this Deponent for any old Bond or Balance from Paupiah — and more saith not to this or the last Interrogatory —

J Spalding
Ex.

Mayors Court at Madraspatnam — Between Aregay Cooly Naick of Madras Merchant Cross Complainant and Avadanum Paupiah Brammy by his Attorney Peter Walker Defendant —

On the Part of the Cross Defendant —

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

Mooneyapb of Madras Peon aged 25 Years or thereabouts being produced as a Witness in this Cause on the Part of the Cross Defendant was on the 28th Day of March 1785. Signified at the Office of Mr Charles Bromley who is Attorney for the Cross Complainant by Vencatachellum my Servant who also left Sum 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 did Several times demanded by the Direction of Paupiah payment of a Bond for Seven Hundred Pagodas with Interest from Aregay Cooly Naick who under various pretences put off the payment of it from time to time till his departure for Vencatagary but this Deponent does not recollect that any Demand was ever made by Aregay Cooly Naick of an Old Bond or balance from Paupiah — and more saith not to this or the last Interrogatory —

J Spalding
Ex.

Witnesses
Nineapah
Avadanum
Paupiah Willm
Lewcock and
Gopauldoss

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause depending and at Issue in this Honble the Mayors Court at Madraspatnam wherein Avadanum Paupiah Brasmany of Madras Inhabitant by his Attorney Peter Walther of Fort Saint George Gentleman is Complainant and Cross Defendant and Aregay Cooty Naick of Madras Merchant is Original Defendant and Cross Complainant.

On the Part and behalf of the Original Defendant and Cross Complainant.

To all the Witnesses

1st Do you know or do you not Know the Parties Complainant and Defendant in the Title of these Interrogatories Named if yea how long have you known them or either and which of them Declare.

Nineapah Moodeliar

2d Do You Know or Do you not know of any Accounts subsisting between the Original Defendant and Cross Complainant with the Original Complainant and Cross Defendant if yea how did such Accounts arise and when and at what time did such Accounts commence and the Particulars of the same and how you became Acquainted therewith, Particularly Setforth and Declare to the best of your Knowledge Remembrance and belief

Avadanum Paupiah

3d Look on the Paper Writing now produced and Shewn to you at this the time of your Examination purporting to be some Account made up as Compound Interest on Money lent to John Sykes Gentleman late one of the Attorneys in this Honble Court, Do you know or Do you not know of whose Hand Writing the Contents of this Writing is and whether the same was Wrote by you

You or by your Order or by whomsoever, Do you know or Do you not know if the Contents of the said Writing are true in every Particular and how you became Acquainted therewith, Did you or did you not Deliver this said Writing unto one Nineapah Moodeliar the Dubash of the late Mr John Sykes and Did you or did you not Required of and desire the said Nineapah to apply unto the said John Sykes for Payment of the Ballance, if yea Setforth the same to the best of your Knowledge Remembrance and Belief

Nineapah Moodeliar

4th Look on the Paper Writing now produced and Shewn to You at this the time of your Examination purporting to be some Account made up as Compound Interest on Money lent to John Sykes Gentleman late one of the Attorneys of the Honble the Mayors Court, Did you or did you not Receive the said Writing of the aboveSaid Avadanum Paupiah as a true and just Account by him made up and for what purpose was such Writing given you, Particularly Setforth and Declare to the best of your knowledge Remembrance and Belief

W. Lewcock Gopauldoss

5th Do You know or Do you not know of any Proposition being made by the aboveSaid Avadanum Paupiah and his Attorney Peter Walther of the Sum of Forty Star Pagodas to be paid by the said Avadanum Paupiah unto the said Aregay Coty Naik the above Original Defendant and Cross Complainant, if yea, when and at what time and in which place and before whom was such Proposition made and what other Proposition was at that time made and for what Consideration the same was so Proposed, and whether the same was Accepted or Refused and if Refused

Refused by the said Aregay Cooty Naick, for what Reason was the same so done to the best of your knowledge Remembrance and belief Particularly Setforth and Declare.

6th. . . . And last Interrogatory Do You know of any other Matter or thing or have you heard or can you Setforth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Original Defendant and Cross Complainant in these Causes, and if yea, Declare the same as you know, have been informed, or do believe, together with the Reasons of such your belief as if you had been thereunto Particularly Interrogated.

Chas. Bromley

Orig.l Defend.t & Cross Complt.

Mr. John Sykes his Acct. of Compound Interest.

On 4000. from 31 May to 31 Aug.t 79 is 3 Ms.			120.	"	"
4120.	1 Sept.r to 30 Nov.r	D.o	123.	25.	"
4243. 25.	1 Dec.r to 28 Feby 80	D.o	127.	17.	"
4371.	1 March to 31 May	D.o	131.	5.	40.
4502. 5. 40.	1 June to 31 Aug.t	D.o	135.	2.	40.
4637. 8.	1 Sept.r to 30 Nov.r	D.o	139.	5.	40.
4776. 14. 40.	1 Dec.r to 28 Febry 81.	D.o	143.	12.	40.
4919. 27. "	1 March to 31 May	D.o	147.	26.	"
5167. 11. "	1 June to 31 Aug.t	D.o	155.	1.	"
5322. 12	1 Sept.r to 30 Nov.r	D.o	159.	25.	"
5482. 1.	1 Dec.r to 28 Feby. 82.	D.o	164.	18.	"

On 5646. 19. from 28.th Feby to 31.st March is 1 Ms. 56. 17.
56. 17. . . . . Pag.s 5703.

On 300 from 8 24
Principal 300 324

Pag.s 5379.

On 5379 from 31 March to 30 June is 3 Ms. . . . . 161. 26. 20.

Pag.s 5540. 26. 20.

April 14.th Rec.d a Transfer	720.	
Int.t to 30 June is 2. 16.	18.	
June 30 Rec.d	630.	
Tomby Chitty's Bill	55.	1423.
		4117. 26. 20
Paid Mr. Bromley's Bill		24. 15. "
	Pag.s	4142. " "

This Exhibit was shewn to Nineapah Moodelliar, and Avadanum Paupiah, at the respective times of their Examination before me, on the part of the Orig.l Defend.t & Cross Compl.t, in a Cause depending in the Hon.ble the Major's Court at Madraspatnam wherein Aregay Cooty Naik is Orig.l Defend.t and Cross Compl.t, and Avadanum Paupiah is Orig[illegible]pl.t and Cross Defend.t, on the 3.d Day of December A[illegible]omini 1785.

J. Spalding
Ex.r

Mayors Court at Madraspatnam Between Avadanum Paupiah Brahmeny of Madras Inhabitant by his Attorney Peter Walther of Fort Saint George Gentleman Complainant and Cross Defendant and Aregay Cooly Naick of Madras Merchant Original Defendant and Cross Complainant

On the Part of the Original Defendant and Cross Compt.

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

Ninapah of Madras Dubash Aged 42 Years or thereabouts being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 3d Day of December 1781. Signified at the Office of Mr Peter Walther who is Attorney for the Original Complainant and Cross Defendant by Kistnah my Servant who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent Saith that he doth know the Original Complainant and Cross Defendant Avadanum Paupiah Brahmeny in this Cause and that he hath so known him twenty Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Aregay Cooly Naick in this Cause and that he hath so known him ten years or thereabouts and more saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent Saith that the Original Complainant and Cross Defendant was left Executor to the Estate and Effects of one Avadanum Cotthoore who had a Demand or Mortgage of four Thousand Pagodas Principal besides Interest on the

the late Mr John Sykes This Deponent further saith that when the aforesaid Original Complainant and Cross Defendant demanded the said John Sykes the aforesaid Sum of four Thousand Pagodas and Interest as Executor to the Estate of the Deceased Avadanum Cotthoore the said John Sykes represented that he had no Money at that time and therefore could not Discharge that Sum but offered to give the Original Complainant and Cross Defendant three Transfers on different People for the Sum of One Thousand four Hundred and five Pagodas. The first Transfer was upon one Ninapah for Seven Hundred and Twenty Pagodas the Second Transfer was upon Aregay Cooly Naick the Original Defendant and Cross Complainant in this Cause, for the Sum of Sex Hundred and Thirty Pagodas on the Thirtieth June One Thousand Seven Hundred and eighty two and the Third Transfer was upon Timmy Chetty for the Sum of fifty five Pagodas and that the Original Complainant and Cross Defendant accordingly accepted of the above Transfers and Received from each of them their Bonds for the above Sums and likewise gave the said John Sykes Credit for the same, as appears by an Account Particular drawn up to the Thirtieth June One Thousand Seven hundred and Eighty two by the Original Complainant and Cross Defendant and delivered by him to this Deponent. The Transfer of the said John Sykes in favor of the Original Complainant for Six Hundred and Thirty Pagodas on Aregay Cooly Naick the Original Defendant and Cross Complainant is the only Transaction that the said Original Complainant and Original Defendant had with each other This Deponent Saith he knows the above particulars from having Served the late John Sykes as a Dubash for many years and more Saith not to this Interrogatory.

4th

4th . . . . . To the fourth Interrogatory this Deponent Saith, that the Paper Writing now produced and Shewn to him at this the time of his Examination purporting to be some Accounts made up as Compound Interest on Money lent to John Sykes Gentleman late one of the Attornies of the Honble Court, was delivered to him by the aforesaid Avadanum Paupiah as a true and just Account by him made up to the thirtieth June One Thousand Seven hundred and Eighty two To Present to his Master the said John Sykes for the purpose of receiving the Ballance therein specified and that it was upon the same Day the thirtieth June One thousand Seven Hundred and Eighty two that the said Avadanum Paupiah Credited the said John Sykes for the Transfers received from him as already Setforth and Debited at the same time Debited Aregay Cooty Naick for Six hundred and Thirty Pagodas as will appear by the Account in Question — and more Saith not to this or the last Interrogatory —

J. Spalding
Exr.

Ninapah

Mayor's Court at Madraspatnam. — Between Avadanum Paupiah Braminy of Madras Inhabitant by his Attorney Peter Walker of Fort St. George Gentleman Complainant and Cross Defendant and Aregay Cooty Naick of Madras Merchant Original Defendant and Cross Complainant —

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

Avadanum Paupaiah of Madras Dubash Aged 33. years or thereabouts — being produced as a Witness in this Cause on the Part of the Original Defendant and Cross Complainant was on the 3d Day of December 1784. Signified at the Office of Mr. Peter Walker who is Attorney for the Original Complainant and Cross Defendant by Kistnah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth. —

1st . . . . . To the first Interrogatory this Deponent Saith, that he is the Original Complainant and Cross Defendant Avadanum Paupiah Braminy in this Cause himself — and that he doth know the Original Defendant and Cross Complainant Aregay Cooty Naick in this Cause, and that he hath so known him twenty three years or thereabouts — and more saith not to this Interrogatory. —

3d . . . . . To the Third Interrogatory this Deponent saith, that the Account now produced and Shewn to him at this the time of his Examination purporting to be some Account made up as Compound Interest on Money lent to John Sykes Gentleman late one of the Attorneys in this Honble Court, is not of his hand Writing nor doth this Deponent know whose hand Writing the Contents of the said Paper is. But that an Account nearly the same, as that now produced was Wrote by Casheva and this Deponents order and Delivered by them to John Sykes in Person. This Deponent further saith that the Account Current delivered by Casheva, and himself to John Sykes, was Signed by both of them. and more saith not to this or the last Interrogatory —

J. Spalding
Exr.

A. Paupiah Braminy

Mayors Court at Madraspatnam. — Between Avadanum Paupiah Braminy of Madras Inhabitant by his Attorney Peter Walker of Fort St. George Gentleman Complainant and Cross Defendant and Aregay Cooty Naick of Madras Merchant Original Defendt. and Cross Complainant. —

On the Part of the Original Defendant & Cross Complainant.

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

Gopauldoss of Madras Diamond Merchant Aged 51 Years or thereabouts — being produced as a Witness in this Cause On the part of the Original Defendant and Cross Complainant was on the 28th Day of February 1785. Signified at the Office of Mr. Peter Walker who is Attorney for the Original Complainant and Cross Defendant by Vincatachellum my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth. —

1st. . . . . To the First Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Avadanum Paupiah Braminy in this Cause, and that he hath so known him ten or Twelve Years — and that he doth know the Original Defendant and Cross Complainant Aregay Cooty Naick in this Cause, and that he hath so known him Twenty Years or thereabouts — and more saith not to this Interrogatory. —

5th. . . . . To the Fifth Interrogatory this Deponent Saith that having gone to Mr. Walker upon his own business he Mr. Walker told this Deponent that in the dispute concerning the old and New Bonds between Paupiah

and Cooty Naick there was only a difference of thirty Pagodas which he Offered to give Credit in Account with Cooty Naick who refused to take it. — And this Deponent saith that Mr. Walker Strongly advised Cooty Naick to accept of this Consideration rather than protract the Suit by which Expences would be to the Amount of perhaps some hundred Pagodas and this Deponent having asked permission of Mr. Walker to mention the above to Cooty Naick he agreed, upon which this Deponent did ask Cooty Naick to accept the thirty Pagodas which he said he would take on Condition that he was allowed Court Charges. — and more saith not to this or the East Interrogatory. —

At Signing this Deponent Saith that the old Bond being lost at the time the new Bond was given Mr. Walker told him that in case the Old Bond was found an acknowledgement in Writing would be given declaring it Null. —

J. Spalding
Exr.

To all People to Whom These Presents shall come Greeting

Whereas Aregay Cooly Naick of Madras Black Merchant in and by a Mortgage Bond bearing date the Twentieth Day of February in the Year of Our Lord One thousand Seven hundred and Eighty three stands Indebted unto Avadanum Caupiah Brammy of the same place Merchant in the Sum of Seven hundred Star Pagodas together with same Interest that hath accrued thereon as by the said Mortgage Bond may appear And Whereas there now remains due to the said Avadanum Caupiah Brammy on the Ballance of Principal and Interest as stand in an Account Current bearing date the Twentieth Day of March in the present year of our Lord One Thousand Seven hundred and Eighty four the Sum of Seven hundred and Ninety One Star Pagodas making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of three hundred and Sixteen Pounds and Eight Shillings or thereabout Now Know Ye that the said Avadanum Caupiah Brammy for a Valuable Consideration to him in hand paid by Peter Walker of Madrispatnam aforesaid Gentleman at or before the Sealing and Delivery of these Presents the receipt whereof the said Avadanum Caupiah Brammy Doth hereby acknowledge he the said Avadanum Caupiah Brammy hath Assigned and Setover and by these Presents Do Assign and Setover unto the said Peter Walker the said Mortgage Bond and Account Current and the

Money thereupon due and Owing and which may become due and Owing thereon and all his Right and Interest of in and to the same and every part thereof and the said Avadanum Caupiah Brammy for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Peter Walker his Heirs Executors Administrators and Assigns his true and Lawfull Attorney or Attorneys irrevocable for him and in his Name and in the Name and Names of his Heirs Executors Administrators and Assigns but for the Sole and proper Use and Benefit of the said Peter Walker his Heirs Executors Administrators and Assigns to ask require Demand and Receive of the said Aregay Cooly Naick his Heirs Executors Administrators and Assigns the Money due and to become Due on the said Mortgage Bond or Account Current and on non Payment thereof from the said Aregay Cooly Naick his Heirs Executors Administrators and Assigns to Sue for and Recover the same and on Payment thereof to deliver up and Cancel the said Mortgage Bond and Account Current and give sufficient Releases and Discharges therefore and one or more Attorney or Attorneys under him to make Constitute and Appoint and whatsoever the said Peter Walker his Attorney or Attorneys shall Lawfully do in the Premises the said Avadanum Caupiah Brammy Doth hereby allow and Affirm and the said Avadanum Caupiah Brammy doth Covenant with the said Peter Walker that the said Avadanum Caupiah Brammy hath not Received nor will Receive the said Money due or to become due on the said Mortgage Bond or Account Current or any part thereof neither shall or will Release or Discharge the same or any part thereof but will own and allow of all Lawfull Proceedings for the Recovery thereof he the said Peter Walker saving the said Avadanum Caupiah Brammy Harmless of and from any Cost that may happen to him thereby

thereby In Witness whereof the said Avadanum Paupiah Braminy hath hereunto Set and affixed his Hand and Seal in Madraspatnam aforesaid this Twentieth Day of March One Thousand Seven hundred and Eighty four.

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

Gooroovarawz

Mootue

A Paupiah Braminy L.S.

Dr. Aregay Cooty Naik in Account Current with Avadanum Paupiah Braminy Cr.

1783				1784			
Feby 20th	To Amount of your Mortgage Bond of this date	700	" "	March 20th	By Ballance due	791	" "
1784							
March 20th	To Interest on the above Sum to this Day being 1 Yr. 1 Mo. 2 @ 12 pr Cent pr Annum	91	" "				
	Pagodas	791	" "		Pagodas	791	" "

Madras 20th March 1784

Errors Excepted

pr A Paupiah Braminy

Fort St. George March 15th 1784.

Aregay Cooty Naick,

I am directed to file a Bill of Complaint against you in the Mayor's Court for the Amount of your Mortgage Bond due by to Avadanum Paupiah and by him Transferred to Francis de Silva for the Sum of 700 Pts. with Interest — I have instructions to file it Tomorrow Morning — but I chuse to inform you before I do it that if you think proper you may Settle it, and thereby avoid the heavy Charges of a Law Suit.

I am your Wellwisher

Peter Walker

Attyy at Law

Filed 21st June 1785.

In the Honble the Mayor's Court at Madraspatnam

Between Avadanum Paupiah Braming by his Attorney Peter Walker

vers

Aregay Cooty Naick

Et E Contra

The Affidavit of Edward Jones One of the Serjeants of this Honble Court.

This Deponent Maketh Oath and Saith, that he hath Served the above Named Defendant Aregay Cooty Naick with two Rules issuing out of the Honble Court by the last of which the Defendant abovenamed was Acquainted that this Cause would be heard on Tuesday the 21st of June Instant by delivering such Rules to the said Defendant in Person

Sworn to in Court June 21st 1785.

James Taylor

Regr.

Edward Jones

Peter Walker

Attyy for Original Complainant

1234

1235

Filed 13th July 1785.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Gaspar Leal of Madraspatnam Inhabitant by his Attorney Alexander Pellow of Madras Inhabitant That Antonio Joseph de Oliveira of the same place Merchant stands justly and Truly Indebted unto your in the full and just Sum of Ninety Nine Pagodas One fanam and Sixty Cash Current Money of Madras making in Sterling Money of Great Bretain at the Rate of Eight Shilings for every Pagoda the Sum of Thirty Nine Pounds Twelve Shillings and three Pence or thereabouts as will more fully and at large appear by the Copies of an Account Current and a Bond or Obligation 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 the Originals thereof now being in your Orator's Custody and Ready to be produced to this Honble Court when he shall be thereunto required your further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner requested payment from the said Antonio Joseph de Oliveira of the said Sum of Ninety Nine Pagodas one fanam and Sixty Cash.

But now so it is May it Please this Honble Court that the said Antonio Joseph de Oliveira obstinately and wilfully refuses To Pay the same or to give your Orator any manner of Satisfaction touching the Premiss: your Orator therefore prays a General relief such as to this Honble Court shall appear agreeable to Equity and Good Conscience To the End therefore that the said Antonio Joseph De Oliveira 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 if the same were hereagain repeated and particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of Ninety Nine Pagodas one fanam and Sixty Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Antonio Joseph De Oliveira to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet.

This Bill was Shewn to Me between the days of Adjournment let a Summons Issue returnable Next Court day — 13th July 1785.

Philip Stowey
Mayor

Peter Walker
Atty for Compt.

Dr. Antonio Joseph De Oliveira in Account Current with Gaspar Leal Cr.

1782 July	16th To Amount of your Bond or Obligation of this Date	80.	"	"	1785 July	7th By Ballance Due	99.	1. 60
1785 July	7th To Interest on Do. to this day being 2 years 11 Months and 26 Days @ 8 pr Cent pr Annum	19.	1. 60					
	Pagodas	99.	1. 60			Pagodas	99.	1. 60

Fort Saint George 7th July 1785.

Errors Excepted

p/ Signed Alexr. Bellow
Atty for Gaspar Leal

atrue Copy
Peter Walker
atty for Compt.

Know all men by these Presents that I Antonio Joseph De Oliveira of Madras Merchant am held and firmly bound unto Mr. Gaspar Leal of the same place, in the Penal Sum of One hundred and Sixty Star Pagodas to the Payment whereof well and truly to be made to the said Gaspar Leal his Heirs, Executors Administrators or Assigns, I do hereby bind myself my heirs Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my hand and Seal in Madras this Sixteenth day of July in the Year One Thousand Seven hundred and Eighty two.

Whereas the above bound Antonio Joseph De Oliveira hath Borrowed and Received of the above named Gaspar Leal the full and just Sum of Eighty Star Pagodas to Run at Interest at the rate of Eight pr Cent pr Annum payable on Demand and the said Antonio Joseph De Oliveira shall be advised of a week before this Bond or Obligation is presented to him for payment

Now the Condition of this Obligation is such that if the above bound Antonio Joseph De Oliveira his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto the said Gaspar Leal his Heirs Executors Administrators or Assigns the full and just Sum of Eighty Star Pagodas together with such Interest as shall or may become due thereupon, then this Obligation to be void & of no Effect otherwise to Continue in full force and Virtue.

Signed Sealed and Delivered where no Stampt paper is to be had in the Presence of

Antº. Jº. de Olivra.

L.S.

atrue Copy
Peter Walker
atty for Compt.

1240

Filed 22d July 1785

In the Horble the Mayors
Court at Madraspatnam

Between Gaspar Leal of Masulipatam by
his Attorney Alexander Pillow of Madras Inhabit
ant Complainant and Antonio Joseph De Oliveira
of the same place Merchant Defendant

The Affidavit of Alexander Pillow the above named Complainant

This Deponent as Attorney aforesaid Maketh Oath and
Saith that the above Named Defendant Antonio Joseph De Oliveira stands
justly and truly indebted unto this Deponent as Attorney aforesaid in the full
and just Sum of Ninety Nine Pagodas One fanam and Sixty Cash Current
Money of Madras as by a Copy of a Bond as an Account Current Annexed
to the Bill of Complaint and filed in this Horble Court may Appear

Sworn to before me
at Fort St. George this
22d Day July 1785

Alex.r Pillow

Philip Stowey
Mayor

Peter Walker
Attyfor Compt

1241

Mayors Court at Madraspatnam } Tuesday the 30th Day of August
Anno Domini 1785.

L.S.

Present
Philip Stowey Esqr. Mayor
James Call and John Menzies Aldermen

Mayors Court

Between Gaspar Leal by his Attorney
Alexander Pillow of Madras Inhabitant
Complainant and Antonio Joseph De
Oliveira of the same place Merchant
Defendant

It Appearing by the Records of this Court that the
Usual Rules have Issued for the Defendant to Answer the Complainants
Bill which he has Neglected doing 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 Ninety Nine Pagodas one fanam and Sixty Cash (Pags. 99. 1. 60)
together with all such Interest as now is or shall hereafter become due
thereon and also all Costs of this Suit

Per Cur

Filed 12th October 1784.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Madarapaukum Audy Narrain Chitty Administrator of all and Singular the Goods Chattels Rights Credits and Effects of Madarapaukum Vencatakistnah Chitty late of Madras Merchant Deceased by his Attorney Simão da Fonceca of the same place Merchant That Aroomogam Son of Chinayah Chitty of Madras aforesaid Merchant did some time in the Month of July which was in the year of our Lord One Thousand Seven hundred and Sixty three Sell and make over unto the said Madarapaukum Vencatakistnah Chitty for the Sum of One hundred and Eighty two Pagodas Current Money of Madras all his Right and Title to a Certain Choultry or Charity House for the Reception of Travellers Situate lying and being at Trivatore and all and every the Appurtenances thereunto belonging which said Premisses are bounded to the Northward of the Pagoda Street the Choultrys of Darameseva Charryer on the West and Patnasaurnyayah Moodely to the East and to the North End Street and the said Armogum Son of Chinaynah Chitty did Execute and grant unto the said Madarapaukum Vencatakistnah Chitty a Written Instrument or Agreement in the Malabar Language bearing date the Twenty fifth Day of July One Thousand Seven hundred and Sixty three purporting that he the said Armogam shall procure and grant unto the said Madarapaukum Vencatakistnah Chitty a Choultry Bill of Sale, or one made in the Choultry Court of this place for the Premises aforesaid as will more fully and at Large appear by the Copy of the Translate of the said agreement

Agreement hereunto Annexed for the Inspection of this Honble Court and which Your Orator prays may be Admitted as part of this his Bill of Complaint the Original whereof is in Your Orator's Possession and Ready To be Produced unto this Honble Court if thereunto particularly required Your Orator further Sheweth unto this Honble Court that the said Armogum Son of Chenaynah Chitty for the better Securing Your Orator the said Choultry or Charity House did at the time of the Granting the said Instrument or Agreement Deliver unto Your Orator the Title Deeds of the said Premises aforesaid and also gave Possession of the same which your Orator Still enjoys without any let or Molestation Copy of which Title Deeds are hereunto Annexed for the Inspection of this Honble Court and which your Orator also Prays may be admitted as part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and Ready to be produced when required your Orator further Sheweth unto this Honble Court that he did frequently and in a Friendly manner request of the said Armogum for to Procure and grant unto your Orator a Bill of Sale of the said Premises or one made in the Choultry Court of this Place

But now so it is and may it Please this Honble Court the said Armogam Obstinately and Wilfully refuses to Procure or grant unto Your a Bill of Sale of the said Premises properly Registered in the Choultry Court of this place or one made in the Choultry Court nor will he give your Orator any manner of Satisfaction touching the Premises To the End therefore that the said Armogam may upon his Corporal Oath full true Direct and perfect Answer make to all and Singular the Matters and things herein before Selforth and alledged

Alledged as fully truly and Effectually to all Intents and purposes as if the same were hereagain repeated and particularly Interrogated and that he may be Decreed to Procure and grant unto your Orator as Administrator as aforesaid a Bill of Sale of the said Premises regularly Registered in the Choultry Court of this place and to pay all Costs of this Suit and Your Orator prays such further and other Relief in all and Singular the Premises as to this Honble Court shall Seem Meet

May it Please this Honble Court to Cause the said Armogam to be Summoned and required by the Sheriff of Fort St. George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

12th October 1784

This Bill was shewn to Me in the days of Adjournment Let a Summons issue returnable next Court day

John Menzies
Mayor

Chas. Baker
Atty for Complt.

Translation of a Bill Dated the 15th Audy Year called Soobero or Answering to Anno Domini the 25th of July 1763

I Auroomogum Son of Chinnayenah Chitty of Madras do give this Bill to Maderapakum Vencatakistnama Chitty of the same place, that is to say:

My Matum or Charity House Situated on the Street is North side to the Pagoda of Teroovatore, on the East side to the Durmasevacharia Sawmys Matum or Charity House, One the West side to the Patnasawmy Jay Moodalys Matum or Charity House, and on the North side to the Street, which Matum or Charity House with all the Appurtenances (over and under the Ground) belonging thereto, & I have gave to you the Choultry Title Deed of the same, and Received of you (182) One hundred and Eighty two Pagodas, as you have gave Me the said Sum, Therefore you are to Perform the Charity in the said Matum or Charity House, and either you or I shall have no right or Title to Dispose or Sell the said Matum or Charity House. If I Auroomogam wants to perform the Charity in the said Matum or Charity House, which I should do with your Consent according to this Agreement, I shall procure You the Choultry Title Deed, Witnesses Pachiandyapa Chitty, & Arnachela Chitty by their Knowledge drawn by Kylaayam

Witnesses Signed
Pacheappen

(Signed) Auroomogum

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

A True Copy
Chas. Baker

(Signed) Soobaroyam
Interpr.

Folio 2. No. 22.

L.S.

This Certifies that Chinnainah Chitty Cundapah appeared before Us and proved himself to be the Lawfull Owner of a House and Ground Situated in Trevatore in Linga Chitty's Street between the Houses of Teagapah and Town Conecoply Containing in Length North & South One hundred and Seventeen Feet and in Breadth East & West Eighty four Valued for Thirty Pagodas and the Bill of Sale being lost. To Testifie the Truth whereof We have hereunto Set Our Hands and Cause this Certificate to be Registered in the Choultry Court in Fort St. George the 28th November 1751.

Registered in Fort St. George this 28th Day of November 1751.

(Signed) Thomas Cooke, John Smith } Justs.

Peter St. Paul
Register

A True Copy
Chas. Baker

Translation of a Bill of Sale dated 23d. of Courtegy year called Vagodaunya Answering to A. D. the 31st. of December 1758.

I Pareya Iyah Moodaly Son of Patnasam Teyagapah Moodely of Madras do give this Bill of Sale of the Ground out of the Matum or Charity House to Condapah Chitty Son of Valary Chitty Chinneyinah Chitty of the same place Merchant That is to say.

One the North Street to Sannade or Church in Northward line, on the West side to Ally out of my Matam or Charity House, and on the East side to Condapah Chittys Matam or Charity House, from North to South 123 feet and from East to West 5 feet which Ground with the Appurtenances belong thereto I have sold you for the Sum of (13) Thirteen Star Pagodas Current Money of Madras which Ground with all the Appurtenances You are to enjoy by Your Descendants and Empowered to Sell or Mortgage the same thus I Pereya Iyah Moodely do give this Bill of Sale of the Ground to Cundapah Chitty by my Consent Witnesses Tambacha Moodely and Patrose Yagapah Chitty, by their Knowledge Drawn by Porandaran.

(Signed)
Patnasaum Pareya Iyah

When I procure the Choultry Bill of Sale to my Ground then I Promise to get you the Choultry Bill of Sale for this Ground.

A true Translation as near as can be from Malabar Language. (Signed) Soobaroyam
Interpt.

A true Copy
Chas. Baker

To all People to Whom These Presents shall come Greeting

Whereas Arrogam Son of Chinayrah Chitty of Madras Merchant did in and by one Written Instrument or Agreement in the Malabar Language Translate of which is hereunto Annexed bearing Date the Twenty fifth day of July which was in the year of our Lord One Thousand Seven hundred and Sixty three Sell and make over unto Madarapatnam Vencatahistnah Chitty all his Right and Title to a certain Choultry or Charity House Situate lying and being at Trivatore aforesaid for the Sum of One Hundred and Eighty two Pagodas Current Money of Madras and also engaged that he should procure and grant unto the said Madarapaukum Vencatahistnah Chitty a Bill of Sale of the said Premises or one made in the Choultry Court of this Place as by the said Annexed Translate will more fully appear, Now Know Ye that Madarapatnum Audy Narrain Chitty Son and Administrator to the Estate and Effects of Madarapaukum Vencatahistnah Chitty Deceased for a Valuable Consideration to him in hand paid by Senaõ da Fonceca of Madras Merchant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Madarapaukum Audy Narrain Chitty as Administrator as aforesaid doth hereby Acknowledge he the said Madarapaukum Audy Narraina Chitty hath Assigned and Setover and by these Presents doth Assign and Setover unto the said Senaõ da Fonceca the Matters Causes and Things relative to the Premises aforesaid and whatsoever is due and Owing thereupon and all which may

May become due thereon and all his right Title Interest and Claim of and in and to the same and every part thereof and the said Madarapaukum Audy Narrain Chitty for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Senaõ da Fonceca his Executors and Administrators his true and Lawfull Attorney and Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the sole and proper Use and Benefit of the said Senaõ da Fonceca his Heirs Executors Administrators and Assigns to Ask Require Demand and Receive of the said Arrogam Chitty Son of Chinayarah Chitty a Bill of Sale of the said Premises or one made in the Choultry Court of this place and on non delivery of the said Bill of Sale of the said Premises or one made in the Choultry Court of this place he the said Senaõ da Fonceca his Heirs Executors and Administrators to Sue for and Recover the same that is to say for a Bill of Sale of the said Premises or one made in the Choultry Court of this place and to take Possession of the said Premises and give sufficient Releases and Discharges therefor and one or more Attorney or Attornies under him to Constitute and whatsoever the said Senaõ da Fonceca or his Attorney or Attornies under him shall Lawfully do in the Premises the said Madarapaukum Audy Narraina Chitty doth hereby allow and Affirm - And the said Madarapaukum Audy

Narrain

Narrain Chitty doth Covenant with the said Simaõ da Fonceca that he the said Madarapaukum Audy Narrain Chitty hath not received nor will Receive the said Regular Proper Bill of Sale of the said Premises or one made in the Choultry Court of this place neither shall or will Release or Discharge the same or any part thereof But will own and allow of all Lawfull Proceedings for the Recovery and in the Compleating of the Agreement of the said Armogam he the said Simaõ da Fonceca Saving the said Madarapaukum Audy Narrain Chitty harmless of and from any Costs that May happen to him thereby.

In Witness whereof the said Madarapaukum Audy Narrain Chitty as Administrator as aforesaid hath hereunto Set his Hand and Seal in Madras this fifth Day of October in the Year of our Lord One Thousand Seven hundred and Eighty four.

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

A true Copy

Chas Baker

Filed 1st March 1785.

The Answer of Armogam to the Bill of Complaint of Madarapaukum Audy Narrain Chitty Administrator of the Estate and Effects of Madarapaukum Vencata Kistnah Chitty Deceased by his Attorney Simaõ da Fonceca.

This Defendant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the many Errors Uncertainties Insufficiencies and Imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as he is Advised doth Materially Concern him to make Answer unto he this Defendant Answereth and Saith that the Complainant never had any Right to the Charity House mentioned in his said Bill of Complaint nor hath this Defendant ever done any Act which could give the Complainant any Right of Action against him for the Matters and things which by his Attorney the said Simaõ da Fonceca he hath unjustly Sued this Defendant nor hath the Complainant as appears by his own Shewing any right to a Decree for the Matters and Things stated in his said Bill of Complaint.

All which Matters and things this Defendant is ready and Willing to veryfy 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

Popham

Atty for Defendant

Filed 15th March 1785.

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

Between Maderapauhum Aady Narrain Chitty Administrator to the Goods Chattels Rights Credits and Effects of Maderapauhum Vencatahistnah Chitty Deceased by his Attorney Simão da Forceca of Madras Merchant Complainant and Arnogam Son of Chinayah Chitty of the same place Merchant Defendant.

Exceptions taken by the above Named Complainant to the Defendants Answer.

First ... Exception The said Complainant Excepts to the Defendants said Answer Because the same is not full Distinct Sufficient and Pertinent to the many Matters and things Complained Setforth and Stated in this Complainants said Bill of Complaint neither is the same in any sense whatever Conformable to and Agreeing with the Nature of this Complainants said Bill of Complaint

Second ... Exception The said Complainant Excepts to the Defendants said Answer because the Defendant hath not in his said Answer to the said Complainants Bill of Complaint fully and Particularly Setforth or Declared whether he did or did not on the Twenty fifth day of July which was in the year One Thousand Seven hundred and Sixty three Sell and make over unto the said Maderapauhum Vencatahistnah Chitty Deceased for the Sum of One Hundred and Eighty Two Pagodas the Choultry or Charity House in this said Complainants Bill of Complaint mentioned and whether he did not Execute and grant unto the said Madera-

Madarapaukum Vencatakistnah Chitty a Written Instrument or Agreement in the Malabar Language a Copy of the Translation of which is Annexed to the Complainant's said Bill of Complaint under his the said Defendants hands purporting that he the said Defendant would procure and grant unto the said Madarapaukum Vencatakistnah Chitty a Choultry Bill of Sale of the Premises specified in the aforesaid Written Instrument or Agreement.

Third Exceptions The said Complainant Excepts to the Defendant's said Answer Because the Defendant has not fully and particularly Setforth or declared whether he did or did not for the better and more effectually Securing the said Madarapaukum Vencatakistnah Chitty the Choultry or Charity House deliver unto the said Madarapaukum Vencatakistnah Chitty the Title Deeds of the said Premises mentioned in the Complainant's said Bill of Complaint.

Fourth Exceptions The said Complainant Excepts to the Defendant's said Answer Because the said Defendant has not particularly Setforth or declared in his said Answer whether he did or did not give Possession of the said Choultry or Charity House unto the said Madarapaukum Vencatakistnah Chitty and whether this said Complainant as Son and Heir and Administrator to the Estate and Effects of the said Madarapaukum Vencatakistnah Chitty Deceased does or does not to this Day enjoy the said Choultry or Charity House and hath possession thereof.

For which reasons and legal Objections the said Complainant Excepts to the said Answer and to all the Matters and things therein contained and humbly prays that the same may be thrown out with Costs to be paid by the said Defendant.

Chas. Baker

Filed 26th April 1785.

The Answer of Armogam to the Exceptions of Madarapaukum Audy Narrain Chitty by his Attorney Simon Fonseca.

This Defendant Saith that the purport of the Complainant's Bill of Complaint is to procure from this Defendant a Choultry Bill of Sale of Certain Premises mentioned and Setforth in the Complainant's Bill of Complaint and the Several Exhibits thereunto Annexed and the said Bill of Complaint doth not Charge any other matter or thing or pray for relief in other matter or thing save and except the promise and Undertaking of this Defendant as Charged by the Complainant but not Admitted by this Defendant of granting or procuring the said Choultry Bill of Sale And this Defendant Saith that in his Answer he doth Deny that the Complainant had any right to the Choultry House mentioned in his Bill of Complaint and this Defendant did deny that he had done any Act which could give the Complainant any right of Action for the Matters and things for which the Complainant by his Attorney had Sued this Defendant and this Defendant did Setforth that it appeared by the Complainant's own Shewing that he had not a right to a Decree for the Matters and things stated in his said Bill of Complaint This Defendant submitteth is not a Special Bill of Complaint nor doth contain any Special Interrogatory and as this Defendant hath fully denied the Justice of the Complainant's Claim on this Defendant in manner as is above Setforth that therefore the said Bill is fully Answered and the Exceptions of the Complainant ought to be thrown out with Costs to be paid by the Complainant.

Popham
Atty for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of August Anno Domini 1785.

Present

Philip Stowey Esquire

James Call and John Menzies

Aldermen!

Madarapaukum Audy Narrain Chitty Administrator of Madarapaukum Mootoo Vencata Chitty Deceased by his Attorney Simão da Fonseca

Armogam

Bill Read.

Answer Read.

Exceptions Read.

Answer thereto Read.

The Exceptions of the Complainant to the Defendants Answer and the Answer thereto coming on to be Argued and Determined this Day in the Presence of the Attornies on both sides and the Court having had due consideration thereon are of Opinion that the Exceptions are Insufficient. This Court doth therefore think fit to Order and doth accordingly Order that the Complainants Exceptions be thrown out with Cost.

Filed 22d April 1783.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Catherine Mary Powney of Calcutta in the Kingdom of Bengall Widow, Executrix to the last Will and Testament of Thomas Powney late of the same place Merchant Deceased by her Attorney Charles Bromley of Fort Saint George on the Coast of Coromandell Gentleman a true Copy of whose Special Power is hereunto Annexed, and the Original ready to be produced when ever Required, That the Reverend John Philip Fabricius of Tepury Clerk, and one of the English Missionarys there Residing within the Jurisdiction of this Honble Court stands justly and truely indebted unto your Oratrix as Executrix aforementioned, in the full and just Sum of Twenty One Thousand two hundred and forty two Pagodas / which after the Rate of Eight Shillings for every Pagoda makes the Sum of Eight Thousand One Hundred and Twenty Six Pounds and Sixteen Shillings / being the Amount Principal and Interest due on one Bond or Obligation given by the said John Philip Fabricius unto the said Thomas Powney on his life time bearing date, on or about the Twenty third day of December in the Year of our Lord One Thousand Seven Hundred and Seventy Seven of the Penalty of Twenty Six Thousand Pagodas Current of Madras Conditioned for the Payment of Thirteen Thousand Pagodas on Six Months from the day of the date thereof with an Interest after the Rate of Twelve Pagodas P Cent P Annum, a true Copy of which said Bond or Obligation is hereunto Annexed for the Inspection of this Honble Court and the Original under the Hand and Seal of the said John Philip Fabricius ready to be produced when Required, will more fully appear, your Oratrix further Sheweth that both Principal and Interest to the Amount as before

before Specified and in the Account Current hereto Annexed remains unsatisfyed and unpaid and are now due and Owing unto your Oratrix as Executrix to the last Will and Testament of her late Husband the said Thomas Powney Decand which said last Will and Testament your Oratrix Sheweth she has duly proved before the Supreme Court of Judicature at Calcutta and Obtained a Probate thereof Your Oratrix further Sheweth that by Virtue thereof she has by her aforementioned Attorney frequently and in an Amicable Manner Requested payment from the said John Philip Fabricius of the aforementioned Principal and Interest due on the said Bond

But now so it is and May it Please this Honble Court the said John Philip Fabricius obstinately and Wilfully Refuses to give your Oratrix as Executrix aforementioned any manner of Satisfaction touching the Premises your Oratrix therefore prays a General Relief such as to this Honble Court shall Appear agreable to Equity and good Conscience To the End therefore that the said John Philip Fabricius 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 Oratrix as Executrix to the last Will and Testament of the aforementioned Thomas Powney Decand the aforesaid Sum of Twenty One Thousand two Hundred and forty two Star Pagodas together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said John Philip Fabricius 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 Oratrix Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet

Chas Bromley
Atty Compt

Know all men by these Presents that I Catharine Mary Powney Widow and Executrix Appointed under and by Virtue of the last Will and Testament of Thomas Powney formerly of Fort Saint George on the Coast of Coromandell but Lately of Calcutta at Fort William in Bengall Esquire Deceased Have made Ordained Nominated Authorized Constituted and Deputed and by these Presents Do make Constitute Ordain Nominate Authorize and Depute Charles Bromley of Fort Saint George aforesaid Gentleman to be my true Attorney and Lawfull Attorney for me and in my Name as Executrix aforesaid and in that behalf to Demand Levy Sue for Recover and Receive by all Lawfull Ways and Means whatsoever of and from all and every Person and Persons whomsoever whom it doth shall or may concern all and every such Sum and Sums of Money Debts Dues Goods Effects and things whatsoever as were

were belonging to the said Thomas Powney Deceased in his Life time or which now are and shall be and grow due owing or Payable to me the said Catharine Mary Powney as Executrix as aforesaid as any part or parcell of the Estate of the said Late Thomas Powney Deceased upon or by virtue of any Bill, Bond, Book or upon Account of Rent or Arrears of Rent or of Trading or Dealing or upon any Account ways or means in any otherwise howsoever and if Need be to call to Account and bring to a Reckoning all or any person or persons concerned in the Premises and upon Receipt and Recovery of all or any such Sum or Sums of Money Debts dues Goods Effects or other things or any part thereof sufficient Acquittances and Discharges for me and in my Name as Executrix as aforesaid from time to time to make and give And further it shall and may be Lawfull to and for my said Attorney the said Charles Bromley out of the Monies which he shall or may from time to time Receive by virtue of these Presents to Pay off and Discharge all such just Debts and other Necessary Charges and Expences as shall appear to be Lawfully due and owing from the said Estate to any person or persons whomsoever or which shall or may hereafter accrue or become payable in and about the Transacting or managing the Business thereof first taking sufficient Receipts and proper Acquittances for such respective Sum or Sums of Money as shall be so paid or Discharged by him on Account of all or any such purpose Giving and by these Presents Granting unto my said Attorney full Power and Authority to and touching the Premises to Sue, pursue Arrest Attach, Seize, Sequester, Implead imprison Condemn and Execute and thence and thereof

thereof Again to Acquit Discharge and out of Prison to Release also for me to Appear and my Person as Executrix as aforesaid to Represent in all or any Court or Courts or other Place or Places as Demandant or Defendant in any Suit Action or Appeal for or by Reason of the Premises likewise one or more Attorney or Attornies under him to Set Substitute and Appoint and again at Pleasure to Revoke And Generally to do Act and perform all other Matters and Things in and touching the Premises requisite and Necessary as fully as I myself might or could do were I personally Present and I do hereby Ratify and Confirm all and Singular whatsoever my said Attorney or his Substitute or Substitutes shall Legally do or Procure to be done in and touching the Premises In Witness whereof I have hereunto Set my Hand and Seal in Calcutta aforesaid this fifth day of January in the Year One Thousand Seven Hundred and Eighty three

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

/Signed/ Catherine Mary Powney (L.S.)

/Signed/ J. Redhead

Thomas Boileau N.P.

A true Copy

Chas. Bromley
Atty Compt.

Pag.s 26000
13000

Know all Men by these Presents that I John Philip Fabricius English Missionary of Vepery am held and firmly bound unto Mr. Thomas Powney of Fort St. George in the penal Sum of Twenty Six Thousand Pagodas Current of Madras to the Payment whereof well and truely to be made to the said Mr. Thomas Powney his Heirs, Executors, Administrators, or Assigns, I do hereby bind myself my Heirs, Executors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Vepery this Twenty third day of December in the year One Thousand Seven hundred and Seventy Seven.

Whereas the above bound John Philip Fabricius has Borrowed and Received of the above named Mr. Thomas Powney the full and just Sum of Thirteen Thousand Pagodas to Run at Interest at the rate of Twelve per Cent per Annum, payable in Six Months after the Date hereof, and has Mortgaged to Mr. Thomas Powney for his Security the Bonds specified on the other side of this Bond.

Now the Condition of this Obligation is such that if the above bound John Philip Fabricius his Heirs, Executors, Administrators or Assigns, shall well and truly pay or Cause to be paid unto Mr. Thomas Powney his Heirs Executors, Administrators or Assigns the full and just Sum of Thirteen Thousand 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 Stamped Paper is to be had in the Presence of

[illegible]

(Signed)
John Philip Fabricius (L.S.)

Endorsed

Endorsed

The following Bonds are Mortgaged to Mr. Thomas Powney for the Security of this Bond.

1. a Bond of Pommarasa dated in Septr. 1775 for 20000
2. One Do. of Do. dated in Decemr. 1776 for 10000
3. a Printed Bond of the Nabob to Col. John Wood for 20300

(Signed) J. P. Fabricius.

A true Copy
Chas. Bromley
Atty. for Compl.

Dr. { The Reverend John Philip Fabricius in Account with the Estate of the late Mr. Thomas Powney Deceased } Cr.

1777 Decr.	23d.	To the Principal of Your Bond	13000	"	"	1783 April	5th.	By Ballance due	21242	"	"
1783 April	5th.	To Interest due for 5y. 3m. 12ds. @ 12 pCt. pAnnum	8242	"	"						
		Pagodas	21242	"	"			Pagodas	21242	"	"

Fort St. George 5th. April 1783.

Errors Excepted
pr. Chas. Bromley
Atty. to Cath. M. Powney

Filed 8th May 1784

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaineng Sheweth unto this Honble Court your
Orator Veerapermaul Moodeliar of Madras Inhabitant Head Mootiah of
the same place Inhabitant Administrator of all and Singular the Goods Chattels
Credits Rights and Effects of Maruveram Baulakistnamma late of Madras Deceased
Stands Indebted unto your Orator as Administrator aforesaid in the full and
Just Sum of Four Hundred and Seventy Nine Pagodas Twenty Six fanams
and Forty two Cash Current Money of Madras making in Sterling Money
of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum
of One Hundred and Ninety One Pounds Sixteen Shillings and Eight Pence
as will more fully and at Large appear by an Account Current and also
by Copy of the Translation of a Mortgage Bond given and granted unto
your Orator by the said Maruveram Baulakistnamma Deceased in his
life time dated the Tenth day of September One Thousand Seven Hundred
and Eighty two Payable on or before the Ninth day of March One Thousand
Seven Hundred and Eighty three with Interest at the Rate of Twelve
per Cent per Annum Severally Annexed for the Inspection of this Honble
Court both which your Orator prays may be Admitted as part of this
his Bill of Complaint and your Orator Sheweth that it is further Covenant-
ed and Agreed by the said Maruveram Baulakistnamma Deceased in
the said Mortgage Bond that in case the said Sum of Money should
not be discharged according to the Term therein Specified for the Payment
thereof that your Orator shall in such default be at Liberty to Sue
for the same in This Honble Court by which said Agreement and Covenant
of the said Maruveram Baulakistnamma Dec'd your Orator is at-
full

full Liberty to Commence an Action and Sue for the payment of his aforesaid Debt in this Honble Court According to the meaning Spirit and Construction of his late Majesty Charter now in force Respecting the Prosecution of Suits between the Natives of Madras in the Honble the Mayor's Court And Whereas Your Orator hath frequently and in an Amicable manner requested Payment of the said Sum of Four Hundred and Seventy Nine Pagodas twenty Six fanams and Thirty two Cash from the said Mootiah as Administrator aforesaid.

But now so it is May it Please this Honble Court the said Mootiah Obstinately and wilfully refuses to Pay the same or to give your Orator any manner of Satisfaction touching the Premises Your therefore prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Mootiah 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 hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of Four Hundred and Seventy Nine Pagodas Twenty Six fanams and Thirty two Cash together with all such Interest as now is or shall hereafter may become Due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Mootiah to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to stand to and abide by such Order

Order and Decree therein as to this Honble Court shall Seem Meet.

8th May 1784.

This Bill was Shewn to me between the Days of Adjournment let a Summons issue thereon and Returnable next Court Day.

John Menzies
Mayor

M^y DuPuy
Att^y Compt^t

D^r { Mootiah Administrator to the Estate of Manaveram Baulakistnamen Deceased in Account Current with Veerapermaul Moodeliar } C^r

1782 Sept^r	10th	To the Amount Principal of the Dec^d Mortgage Bond to me of this date	400.	"	"	"	By Ballance due	479.	26. 32.
1784 May	7th	To Interest on d^o from 10th Septr 1782 to this day is 1. 7. 27 @ 12 ℘ Cent ℘ Annum	79.	26.	32.				
		Pagodas	479.	26.	32.		Pagodas	479.	26. 32.

Fort St George 7th May 1784.

E. E. [illegible]

Translation of a Mortgage Bond dated the 1st of Evettary year called Soobakeroodu Answering to Anno Domini the 10th September 1782.

I Manavecram Baulakistnamen of Toolavellatah East of Madras do give this Mortgage Boind to Veraperumaul Moodeliar Son of Coolum-patham Aundapa Moodilier of the same East and same place - that is to say.

On my Urgent Occasion I have Mortgage to you two Chevittey Bill of Sale of my House which is Situated at Pettah Naigi Petta in Evoducaura Street and between the House of Ammoo & Narroo Papagy and Borrowed and Received of you the Sum of (400) Four hundred Star Pagodas current Money of Madras which Sum I promise To Pay onor before the 30th of Pranury or 9th March 1783 with such Interest as may become due thereon at the Rate of 12 p Cent p Annum and redeem the said two Bill of Sale of my House. Indefault of the said Payment then you are empowered to prosecute me in the Court & Recover the Sum that shall be due to you. Thus I do give this Mortgage Bond by my Consent Witnesses Caroomadore Nummaulvär Moodelier & Yadula Vencatasalapilla, by their Knowledge Drawn by Vaudear Chengalroyen.

Witnesses Signed /Signed/

Vencatasalum. Baulakistnen

Nummalvar.

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

Soobaroyam
Interpr.

True Copy
Wm Dubry
Asst Compt

Filed 22d June 1784.

The Answer of Moodiah of Madras Inhabitant Administrator to the Estate and Effects of Manavecram Baulakistnamen Deceased Defendant to the Bill of Complaint of Veraperumaul Moodeliar Complainant.

The said Defendant as Administrator of all and Singular the Goods and Chattels Rights and Credits of Manavecram Baulakistnamen late of Madras Deceased now and at all times hereafter Saving and Reserving unto himself all and all manner of Benefit and Advantage of Exception to the many irregularities Errors Untruths uncertainties Insufficiencies and imperfections in the Complainants said Bill of Complaint Contained for Answer thereunto or unto so much thereof as he this said Defendant as Administrator as aforesaid is Advised is any ways Material for him to make Answer unto he Answereth and Saith that true it is that he hath obtained Letters of Administration to the Estate of the Deceased from the Kings Ordinary and under the Seal of this Honble Court bearing date on the fourth Day of February last past But this Defendant Saith that he hath not been able to get Possession of the Books Accounts or Effects of the Deceased or any part of them, Notwithstanding his utmost Efforts have been Exerted for that purpose the same and every part and Parcell thereof being with held and detained from this Defendant as Administrator by the Widow of the said Manavecram Baulakistnamen Deceased from which Circumstance this Defendant Saith he is unable to Examine into

into and arrange the Affairs of the Estate of the Deceased and is thereby deprived of the Power intended to have been vested in him by the said Letters of Administration and of Collecting in any of the outstanding Debts due to the said Estate or of Paying any Just Debt that may be due and Owing from the said Estate to others among which this Defendant Saith he knows not if the Demand of the Present Complainant is to be reckoned but Admitting that the Demand of the said Complainant is in every respect just which this Defendant cannot do as Administrator in the Present uninformed State he is in regarding the Affairs of the said Estate yet it appears from the Complainants own Shewing that he has in his Possession [illegible] and Sufficient Security wherefore this Defendant begs leave to Submit to this Honble Court if any Judgment ought to pass against this Defendant as Administrator or Against the Mortgaged Premises at least before the Expiration of the time Limited by the Letters of Administration for this Defendant to bring his Accounts as Administrator into the Registry of this Honble Court before the Expiration of which time this Defendant hopes he may be able to get Possession of the Accounts and Effects belonging to the said Estate of the Deceased from the Widow or that she may be made Accountable for them as Acting in her own Wrong and to the injury of the Estate.

All which Matters and things this Defendant is ready and Willing to Aver Maintain and prove as this Honble Court shall Direct, and humbly prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained.

Filed 10th Augt 1784.

The General Replication of Veerapermall Moodelly Complainant to the Answer of Mootiah Administrator to the Estate and Effects of Manaveram Baulakistanamen Deceased Defendant.

This Repliant now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matters and things in and by his said Bill of Complaint already said he will Justify Maintain and prove to be good certain and sufficient in the Law to be Answered unto in such manner and form as the same are therein or thereby Seforth and Declared, that the Answer of the said Defendant is Untrue and Insufficient in the Law to be by this Repliant Replied unto for divers Manifest Imperfections and Incertainties therein Contained.

All which Matters and things this Repliant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and most humbly prays as in and by his said Bill of Complaint he hath already Prayed.

Hy Du Puy
Atty Replt

Filed 2d Novr 1784.

The General Rejoinder of Mootiah of Madras Inhabitant Administrator to the Estate and Effects of Manaveram Baulakistnamen Deceased Defendant to the Replication of Veerapermaul Moodelliar of Madras Inhabitant Complainant.

The said Defendant as Administrator of all and Singular the Goods and Chattels Rights and Credits of Manaveram Baulakistnamen late of Madras Deceased 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 uncertainties untruths insufficiencies and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto saith that he will Aver Maintain and prove all and Singular the Matters and things Contained in this Defendants Answer to be good Certain true and Sufficient in the Law to be Rejoined unto in such manner and form as the same are therein and thereby Setforth and alledged and that the said Replication is very untrue Evasive and insufficient for this Defendant to make any further or other Answer thereunto except what is hereafter incerted in this his Rejoinder and this Defendant again Absolutely Denies to stand Indebted unto the said Complainant in the Sum Sued for as is most Unjustly Setforth in his Replication.

All which Matters and things this Defendant as Administrator as aforesaid is ready and Willing to verify Maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Answer he hath already Prayed

Edward Ellis
Atty for the Deft

Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined on the Part and behalf of the Complainant in a certain Cause now depending and at Issue in the Honble the Mayor's Court at Madras patnam wherein Veraperumaul Moodelliar is Complainant and Mootiah Administrator of Manaveram Baulakistnan Deceased is Defendant

To all the Witnesses

1st Do You know the Parties Complainant and Defendant in the above Cause or either and which of them If yea how long have you so known them or either and which of them Declare

To Venkatasalum and Nummalvar

2d Look at the Paper Writing now Shewn to you at this the time of Your Examination Marked A purporting to be a Mortgage Bond from Manaveram Baulakistnan Deceased to the Complainant given for four Hundred Pagodas is your Name Sett and Subscribed as a Witness thereto and is your Name thereto Subscribed of your Own proper hand Writing and did you so Sett and Subscribe your Name and whether you also Saw the other Witness Sign the same as such did you see the said Deceased Baulakistnan Sett and Subscribe his Name to the due Execution thereof Declare the same to the best of your Knowledge Remembrance and Belief

To Ditto

3d Do you know of any other Matter or Thing or have you heard or can you Set forth any thing Touching the Matter in Question in this Cause that may tend to the Benefit or Advantage of the Complainant If yea Declare the same as you know have heard or do believe together with the Reasons of such your belief as fully clearly and Effectually as if you had been thereunto particularly Interrogated

Hy Dubuy
Atty Compl^t

Mayor's Court at Madraspatnam. Between Veraperumaul Moodelliar Complainant and Mootiah Administrator of Manaveram Baulakistnan Deceased Defendant.

On the part of the Complainant.

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

Venkatasalum of Madras Conicoply Aged 80 Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the 10th day of December 1781. Sworn at the Office of Mr Edward Ellis who is Attorney for the Defendant by Mistriah my Servant who also left him a Note of the Name Sirname 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 Veraperumaul Moodelliar in this Cause and that he hath so known him four or five Years and that he doth know the Defendant Mootiah in this Cause and that he hath so known him fifteen or Sixteen Years and more saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent Saith on Shewing to him at this the time of his Examination the Paper Marked A purporting to be a Mortgage Bond from Manaveram Baulakistnan Deceased to the Complainant for four Hundred Pagodas that the Name Sett and Subscribed thereto is his Name and Subscribed thereto by his own hand Writing. This Deponent further Saith that he saw the other Witness Sett and Subscribe his Name to the same as Witness the said Deceased Baulakistnan Sett and Subscribe to the due Execution thereof and more Saith not to this or the last Interrogatory.

Oliver Colt
Exam^r

Mayor's Court at Madraspatnam. Between Veraperumal Moodelliar Complainant and Mootiah Administrator of Maravaram Baulakistnen Deceased Defendant.

On the part of the Complainant.

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

Nunnalvar of Madras Catiopoly Aged 36 years or thereabouth being produced as a Witness in this Cause On the Part of the Complainant was on the 10th Day of December 1788 Signified at the Office of Mr. Edward Ellis who is Attorney for the Defendant by Kistnah my Servant who also left him a Note of the Name Title and place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent Saith, that he doth know the Complainant Veraperumal Moodelliar in this Cause and that he hath so known him from his Infancy and that he doth know the Defendant Mootiah in this Cause, and that he hath so known him from his Infancy and more Saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent Saith, on Shewing him the the Paper Writing at this the time of his Examination Marked A. purporting to be a Mortgage Bond from Maravaram Baulakistnen Deceased to the Complainant for four Hundred Pagodas that the Name Set and Subscribed as a Witness thereto is his Name and Subscribed by his own proper hand Writing. This Deponent further Saith that he Saw the other Witness Sign his Name to the said Bond, as likewise the Deceased Baulakistnen Set and Subscribe his Name to the due Execution thereof and more Saith not to this or the last Interrogatory.

Oliver Colt
Exam.

Translation of a Mortgage Bond dated the 5th of Prattany year called Soobakeroodie answering to Anno Domini the 10th September 1788.

I Maravaram Baulakistnamen of Tondavallalah East of Madras do give this Mortgage Bond to Veraperumaul Moodeliar Son of Cutumpauthum Aundeapa Moodelliar of the same cast and same place States to Say,

On my Urgent Occasion I have Mortgage to you Two Choultry Bills of Sale of my House which is Situated at Peddoo Naigs Pettah in Erooducawra Street and between the House of Amroo and Narrow passage and Borrowed and Received of you the Sum of 400 Four Hundred Star Pagodas Current Money of Madras which Sum I promise to Pay you on or before the 30th of Massey or Q.th 9 March 1783 with such Interest as may became due thereon at the Rate of 12 p Cent p Annum and Redeem the said Two Bill of Sale of my House Indefault of the said Payment then you are empowered To Prosecute me in the Court and Recover the Sum that shall be due to you Thus I do give this Mortgage Bond by my Consent Witnesses Paromnadore Nunnaulvar Moodeliar and Yadula Vencatasalapilla by their Knowledge Drawn by Vandiar Chingelroyen

Signed
Baulakistnen

Witnesses Signed
Vencatasalum
Nunnealvar

A true Translation as near as can be from the Malabar Language
Soobaroyen Interp.r

Said to be true Translation
Hy DeRieu
Atty Compt.

A

Exhibit on the Part of Complainant.

This Exhibit Marked A was Shewn to Vencatasalum and Nunnealvar at the respective times of their Examination before Me on the Part of the Compt. in a Cause depending in the Honble the Mayors Court at Madraspatnam wherein Veraperumal Moodeliar is Compt. and Mootiah Admor of Maravaram Baulakistnen Deceased is Defendant on the 10th Day of Decemr Anno Domini 1788.

J. Spalding Esq

Filed 11th Decr 1786.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators Peter Alexander and Samuel Britan by Robert Henderson their Attorney of Madras Shop keeper that John Croley of the same place Gentleman stands justly and truly Indebted unto your Orators in the full and just Sum of One hundred and Nine Pagodas Thirty 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 Forty three Pounds and Seventeen Shillings as will more fully and at Large appear by Copy an Account Current annexed for the Inspection of this Honble Court and which your Orators prays may be Admitted as part of this their Bill of Complaint and your Orators further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested payment from the said John Croley of the said Sum of One hundred and Nine Pagodas thirty fanams and Sixty Cash.

But now so it is May it Please this Honble Court the said John Croley Obstinately and Wilfully refuses to Pay the same or to give your Orators any manner of Satisfaction touching the Premises your Orators therefore pray a General Relief such as to this Honble Court shall appear agreable to Equity and good Conscience To the End therefore that the said John Croley 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 herein again Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orators the aforesaid Sum of One Hundred and Nine Pagodas thirty fanams and Sixty Cash with all such Interest as now is or shall hereafter become due

due thereon also all Costs of this Suit.

May it Please this Honble Court to cause that John Croley to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

This 11th Decr 1786.

This Bill was Sworn to me in the days of Adjournment and the Complainants by their Attys having Sworn to the Justness of his demand and that the Defendant is about to Depart from the Jurisdiction of this Honble Court. Ct a Summons returnable Immediately and a Warrant of Arrest issue thereon.

Chas Baker
Compts Atty

John Menzies
Mayor

Mr John Croley ..... Dr.

1784 March..	6th	To Cash Advance you M. Pags 98. 22 is 1 Pag$ at 110 fp% 976 Pagodas	110. 28. 60.
Decemr..	6th	To Interest on Do to this Day is 9 Months at 12 p Cent p Annum	9. 2. "
		Pagodas	119. 30. 60.

Madras
Decr 10th 1786.

(Signed) R. Henderson
Atty for Alexander & Britan.

A True Copy
Chas Baker

Filed 11th Decemr 1781

In the Honble the Mayors
Court at Madraspatnam

Between Peter Alexander and
Samuel Britan by Robert Henderson
their Attorney of Madras Shop keepers
Complainants and John Croley of the
same place Gentleman Defendant

The Affidavit of Robert Henderson Attorney to
and for Peter Alexander and Samuel Britan the above named Complain-
ants Maketh Oath and Saith that John Croley the above named
Defendant is justly and truly Indebted unto the said Complainants in
the full and just Sum of One Hundred and Nine Pagodas Thirty
Fanams and Sixty Cash Current Money of Madras and that the Defend-
ant Saith Reason to Believe that the above Defendant is about to depart
from the Jurisdiction of this Honble Court

Sworn at before Me
this 11th December 1781

R. Henderson

John Menzies
Mayor

Filed 9th Augt 1785.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Alexander Pillow of Madras Inhabitant That Your Orator did some time in the year of our Lord One Thousand Seven hundred and Seventy Seven join with your Orator's Mother then Joana Leal of the same place Widow in the Purchase of a certain House and Premisses Situate in the said Town of Madras of one Miguel Joannes of the same place Armenian Merchant and did thereupon Execute a Joint Bond or Obligation to the said Miguel Joannes of the Amount of such purchase Money that some time after to Wit in or about the Month of November in the year of our Lord One Thousand Seven hundred and Eighty your Orator's Mother being then about to intermarry with Antonio Jozeph de Oliveira of Madras Inhabitant the said Antonio Joseph de Oliveira did previous to such Intermarriage jointly with your Orator's Mother bind themselves unto Your Orator in Considertion of his having given up to them the possession of such House and Premisses that they would Satisfy Miguel Joannes for the Remainder of such Purchase Money and Acquit your Orator thereof And your Orator further Sheweth unto this Honble Court that the Marriage between the said Antonio Joseph De Oliveira and your Orator's Mother soon after took place, and they went and resided and Still continue to reside in and Occupy the said House and Premisses so purchased as aforesaid and the said Antonio Joseph de Oliveira in Consideration thereof and in pursuance of such Agreement hath frequently from time to time assured your Orator that he should be kept indemnified and Saved harmless from the Payment of the said Money for which Your Orator had become Bound But your Orator further Sheweth unto this Honble Court that the said Antonio Joseph De Oliveira and the said Joanna Leal otherwise Joseph de Oliveira have not nor hath either of them Satisfied the said Debt so due to the said Miguel

Joannes

Joannes as aforesaid but the Sum of Five hundred and Eighty Pagodas thirty one fanams and Twenty Cash Current Money of Madras being equal to the sum of Two hundred and Thirty Two Pounds and Six Shillings Sterling Money of Great Britain still remains due and unpaid, And the said Miguel Joannes being about to Commence a Suit against your Orator for that Sum as by the Copy of the Translation of a Letter hereunto Annexed for the inspection of this Honble Court will fully appear your Orator did apply to the said Antonio Joseph de Oliveira for the payment thereof the said Antonio Joseph de Oliveira by means of such his Agreement Copy whereof is hereunto Annexed for the inspection of this Honble Court as also by reason of his said Intermarriage with the said Joanna Leal otherwise Joseph de Oliveira having become liable unto your Orator for the Payment of the same And Your Orator did well hope that the said Antonio Joseph De Oliveira would have paid him the said Sum of five hundred and Eighty Pagodas thirty one fanams and Twenty Cash.

But now so it is May it Please this Honble Court that the said Antonio Joseph de Oliveira obstinately and wilfully refuses to Pay the same or to give your Orator any manner of Satisfaction touching the premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Antonio Joseph de Oliveira 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 hereagain Repeated and particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of five hundred and Eighty Pagodas thirty one fanams and Twenty Cash together with all such Interest as now is or shall hereafter become due thereon and also all

Costs

Costs of this Suit

May it Please this Honble Court to Cause the said Antonio Joseph De Oliveira 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 Orator's Bill of Complaint and further to Stand to and abide by such order and Decree thereon as to this Honble Court shall Seem Meet

6th August 1785

This Bill was shewn to Me between the Days of Adjournment and the Complainant having Sworn to the Justness of his Demand and also he hath reason to believe that the Defendant to about to depart from the Jurisdiction of this Honble Court Let a Summons Returnable immediately and a Warrant of Arrest issue thereon

Peter Walker
Att^y for Complt.

Philip Stowey
Mayor

Hereby made and Signed by Us Antonio Jozé de Oliveira and Joanna Leal, binding Ourselves to Nourish and Maintain the Surviving Sons which by the first Celebration of Matrimoney with John Pillow and I Joanna Leal have had, Educating them with the same esteem and treatment which in the life time of their Father could have been Treated and Causing every possible Treatment of Charity and Love which might be expected of Legitimate fathers the said Sons Corresponding with such treatment and that filial Veneration which good Reason and the Order of Nature teacheth and obligeth Procuring every Method of Setting them up so as to Appear as Men of Worth and should it come

come to Pass that We herein fail (they not failing in their dues) they Jointly can in the Premises of Court Demand and Oblige Us in Justice to Perform the above Referred Treatment will intending that all these are during their Minority.

We further Oblige to Maintain them with their daily Aliment in the same manner as they have hitherto had not failing herein under Pain and Subject to the same Penalty's and in like manner can Oblige us in the Presence of Court.

We further bind ourselves to Satisfy Miguel Johannes the remainder of all the Debt which I Joanna Leal Owe respecting the Houses in which we Inhabit independant of the pay which to this end I Joanna Leal would ask the Will of my Eldest Son

All these our Obligations are made, and to them we are Subject during the Punch House which I the above Named Joanna Leal have and if it should be lost on our Account we in the same manner Oblige ourselves to give Compleat Satisfaction, of the referred Satisfaction - Say Debt -

Another We Oblige ourselves to Preserve and not embezzle any of the Goods found at the time of our Marriage, all which are particularized in the Inventory made in presence of the said Sons and Parents which Inventory should be Copied and the Original is to be Lodged in our Possession, for the purpose of giving an Account to the Surviving Heirs.

And should the said Punch House be at an End and the Debt of the said Miguel Johannes paid regarding the Expressed Houses which she has Contracted or of the Rents, or by any other means that can be Better done.

Well knowing that in all Laws by Rights Sons cannot inherit any Goods of their Father whilst the father is living and as the Death of the first Husband whom I Joanna Leal Married and of whose Body I have had the Sons who are now living he having no Property or Goods whatever that they

They can be Entitled unto but in the other Hand Debts which I was obliged to Satisfy, However, should any of my Sons which to take the State of Matrimony I Joanna Leal and moreover my Second Husband Antonio Jozé de Oliveira do hereby bind ourselves to give Him his just Share Prorata which shall or may become due to him by a Judicious share of the Goods which Contains in the present Inventory entering also in the Houses, being thus disembarrased and in Faith of which We do with the under Written Witnesses put our Signatures.

(Signed) Geo. Mendez
J. Orrett

/Signed/ Ant.o Jozé de Oliv.a
Capt.n Aj.t H.M.

/Signed/ Joana Leal

A True Translation as near as can be from the Original Portuguze above Copy.

Peter Walker
Atty for Compt.

W.m Lawcock
Port Interp.t

Mr. Alexander Pellow

I am much Surprized indeed of the failure of Payment of the Obligation that You owes Me concerning the Bill of the House which is Mortgaged in my Hands which Sum you have promised me to Pay at the rate of 15 Pagodas per Month according to the Agreement you made with me and in fact you have for some Months paid, and now it is yours that you have failed them and I hope you will make all your Endeavours to Satisfy the said Sum which comes to Pag.s 580.. 31. 20. to the last moment you can before you be Obliged to pay the Charges.

I am
Your Obedient Servant
/Signed/ Miguel Joannes

Madras
the July 1785.

A true Copy
Peter Walker
Atty for Compt.

A True Translate
W.m Lawcock
Port Interp.t

9.th August 1785.

In the Horble the Mayor's Court at Madraspatnam

Between Alexander Pellow of Madras Inhabitant Complainant and Antonio Joseph De Oliveira of the same place Inhabitant Defendant.

Alexander Pellow the above named Complainant maketh Oath and Saith that Antonio Joseph De Oliveira the above named Defendant is Justly and Truly Indebted unto this Deponent in the full and just Sum of Five Hundred and Eighty Pagodas thirty one fanams and Twenty Cash Current Money of Madras and that he this Deponent hath Reason to Believe that the above Defendant is about to depart from the Jurisdiction of this Horble Court.

Sworn at Fort St. George
the Day of August 1785 before me.
Philip Stowey Mayor

Alex. Pellow

Peter Walker
Atty for Compt.

12.th August 1785.

In the Horble the Mayor's Court at Madraspatnam

Between John Peter of Madras Inhabitant Complainant and Vinna Chitramah Chitty of the same place Merchant Defendant.

In the Petition of Butchee Tamby Chitty Butchee Venkatasawmy Chitty Coparty Dalchinamoorthy Chitty Coparty Ramah Chitty Seematee Nookal Chitty Canchia Seeba Chitty and Subba Condapen Chitty being the Heads of the Banian Cast as Representatives for the said in General.

Exceptions taken by the above named Petitioners to the Complainant's Plea and Answer to their said Petition.

The said Petitioners Except to the said Respondent's Plea and Answer because the same is irregular and informal and being the Practice of this Horble Court to Admit in any Stage of a Plea by way of Answer to a Petition filed to stay Execution upon a Decree Obtained.

The said Petitioners Except to the said Respondent's Plea and Answer because the pretends are and by the said Plea to debar Your Petitioners from

all Right and Title to the Premisses in Question whereas the said Respondent should have filed a Simple Answer and upon Issue being Joined have Examined Witnesses upon and in Support of those points which tend to Controvert and Set a Side your Petitioners Claim to the aforesaid Premises.

For which Irregularities and Informalities the said Petitioners Except to the said Plea and Answer and to all the Matters and things therein Contained and humbly pray that the same may be thrown out with Costs to be paid by the said Respondent.

Chas. Baker
Atty for the Petr.

Filed 13th September 1785

In the Honble the Mayor's Court at Madraspatnam

Between John Pater of Madras Inhabitant Complainant and Chinna Kistnah Chitty of the same place Merchant Defendant

In the Petition of Butchoo Tamboo Chitty Butchoo Vencataroyaloo Chitty Coperty Datchena-moorty Chitty Coppoolore Ramah Chitty Tennalore Mootal Chitty Cancha Subia Chitty and Jaldoo Condapah Chitty

The Answer of the above Named John Pater to the Exceptions of the above Named Butchoo Tomboo Chitty Butchoo Vencataroyaloo Chitty Coperty Datchenamoorty Chitty Coppoolore Ramah Chitty Tennalore Mootal Chitty Cancha Subia Chitty and Jaldoo Condapah Chitty.

This Respondent Saith that there is no Rule of Practice whatever which forbids a Plea being filed to a Petition and that therefore for or Notwithstanding it may never heretofore have happened that a Plea and Answer have been filed in this Honble Court to a Petition to Stay an Execution nevertheless the Plea and Answer of this Respondent ought not as this Respondent Conceives be Considered as irregular or informal on that Account only because the Case may be that no person hath ever before by a Suit Petition or other Process in this Court endeavoured to disturb the Peaceable and quiet Possession and Enjoyment of any rightful Owner of an Estate which hath continued for the Term of Sixty five years and upwards in one family as hath been attempted in the Present Case by the above Named Petitioners against the said Defendant Chinna Kistnah Chitty. This Respondent therefore Conceived that under the Circumstances of his Case he had a Right to Plead the said Statute of the Twenty first of James the first in Bar to the Right of the Petitioners to the said Garden Ground and Premises now in Question

before

before this Honble Court. This Respondent denieth that he hath preferred his Plea by way of an Answer as is unjustly Stated in the said Exceptions on the Contrary this Respondent hath fully entred into the Merits of the Petition of the said Petitioners and after Pleading the said Statute as a foresaid hath Answered all and every the Matters assertions Charges and Agreements adduced by the Petitioners in Support of their said Petition and the said Petition might and would have been at issue thereon had not the Petitioners filed their Exceptions with a Manifest View of preventing the Merits of the Petition from coming forward in full proof. These Respondents therefore hope that on perusing the Petition of the Petitioners and this Respondents Pleas and Answer this Honble Court will be pleased to Consider the said Plea and Answer as proper in the Present Case and therefore neither irregular or informal and that therefore they will be Pleased to Decree that this Respondents Plea and Answer are good and Sufficient and in due form of Law in such Cases and that the Exceptions of the Defendant may be Dismissed with Costs to be paid by the Petitioners.

Bopham
Attorney for Respondent

Extract from the Minutes of a Court Held at the Town Hall on Friday the 11th Day of November Anno Domini 1785.

Present

Philip Stowey Esquire Mayor
James Call Edward John Hollond
Edward Garrow William Webb John
Menzies Robert Ewing George Savage
Vincentio Corbett and Josias DuPré
Porcher — Aldermen!

John Patter
vers
Suncoo Chinna Kishnamah Chitty

Amended Petition read.
Plea and Answer read.
Exceptions read.
Answer thereto read.

The Exceptions of Butcher Tambee Chitty Butcher Vencataroyloo Chitty Cooperly Dutchenamoorly Chitty Oppoolen Ramah Chitty Tennalon Moola Chitty Cancha Soobea Chitty and Jondoo Condapen Chitty Petitioners to the Plea and Answer of John Patter the Respondent coming on to be Argued and Determined this day in the Presence of the Attorneys on both sides and the Court having had due Consideration thereon are of Opinion that the Petitioners Exceptions are Insufficient. This Court doth therefore think fit to Order and doth accordingly Order that the Petitioners Exceptions be thrown out with Costs.

Filed 20th October 1785.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Quetoria de Sylva Bautista of Madras Widow that Thomas Monte De Castro of the same place Inhabitant Stands justly and truly Indebted unto your Oratrix in the full and just Sum of Thirty four Pagodas Forty two fanams and Sixty Cash Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirteen Pounds Nineteen Shillings and Eleven Pence or thereabouts as will Morefully and at Large Appear by the Copy of the Translation of a Promissary Note of Hand given by the said Thomas Monte De Castro to Your Oratrix as well as of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Oratrix prays may be Admitted as part of this your Oratrix's Bill of Complaint Your Oratrix further Sheweth unto this Honble Court that she hath frequently and in an Amicable manner Requested payment from the said Thomas Monte de Castro of the said Sum of Thirty four Pagodas Forty two fanams and Sixty Cash.

But now so it is May it Please this Honble Court that the said Thomas Monte de Castro obstinately and wilfully refuses to Pay or to give Your Oratrix any manner of Satisfaction touching the Premises Your Oratrix therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Thomas Monte de Castro 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

Purp

Purposes as if the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto Your Oratrix the aforesaid Sum of Thirty four Pagodas Forty two fanams and Sixty Cash together with all such Interest as now is or shall hereafter become Due thereon and also all Costs of this Suit.

May it Please this Honble Court to cause the said Thomas Monte de Castro to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to Stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet.

This Bill was Shewn to me between the Days of Adjournment Let a Summons Issue returnable next day.

Peter Walker
Attly for Compt.

Philip Stowey
Mayor

Star Pag. 30.

Received from the Hands of Mrs Quetoria de Sylva Bautista the Sum of Thirty Star Pagodas which Sum I promise to Pay within 3 Months with its Interest at 12 p Cent p Annum.

Madras 30th May 1784.

(Signed) Thos M. D'Castro

A true Translate
Wm Lewcock
Port. Intpr.

A true Copy
Peter Walker
Attly for Compt.

Dr. Mr. Thomas Monte de Castro in Acct Curt. with Quitoria de Silva Bautista Cr.

1784					1785					
May	30	To Amount of your Promissary Note of Hand of this date payable within 3 Months with Interest @ 12 p.C.			Oct.	19	By Ballance due	34.	12.	60
1785		p. Annum for	30.							
October	19	To Interest on Ps. 34.12.60 from 30th May last to this day being 4 M. & 19 D. @ 12 p.C. p. Annum	4.	12.	60					
		Pagodas	34.	12.	60		Pagodas	34.	12.	60

Fort St. George 19th October 1785.

Errs. the Mark of Quitoria de Silva Bautista
Alexr Cosy.

Peter Walkit
Atty for Compt.

Filed the 25th November 1785.

In the Honble the Mayor's Court at Madraspatnam

Between Quitoria de Sylva Bautista of Madras Widow Complainant and Thomas Monte de Castro of the same place Inhabitant Defendant

The Affedavit of Quitoria de Sylva Bautista.

The Abovenamed Complainant maketh Oath and Saith that Thomas Monte de Castro the above named Defendant stands justly and truly Indebted unto this Deponent in the full and just Sum of Thirty four Pagodas forty two fanams and Sixty Cash Current Money of Madras being The Ballance of an Account Current Arising upon a Certain Promissary Note of Hand given by the said Defendant unto this Deponent Annexed unto this Deponents Bill of Complaint and filed in this Honble Court.

Sworn to before Me at Fort St. George this 25th Day of November 1785.

Philip Stowey
Mayor

Sr
Quitoria + de Sylva Bautista
Mark

Mayor's Court at Madraspatnam } Tuesday the 29th Day of Novem-ber Anno Domini 1785.

Present

Philip Stowey Esquire Mayor

Vincentio Corbett and William Webb Aldermen

Between Quitoria de Sylva Bautista of Madras Widow Complain-ant and Thomas Monte de Castro of the same place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have been issued for the Defendant to Answer the Complainants Bill which he has Neglected to do 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 Thirty four Pagodas forty two fanams and Sixty Cash Pags. 36. 12. 60 together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Clerk

Filed 21st October 1785.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sabaray Dubash of Madras Inhabitant That Jeremiah Murphy Esqr of the Honble Compys Service Stands Justly and truly Indebted unto Your Orator in the full and Principal Sum of Three Hundred and Sixty three Pagodas Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and forty five Pounds and four Shillings and the Interest due thereon at the Rate of Twelve per Cent per Annum as will more fully and at Large Appear by Copy of a Bond or Obligation 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 Jeremiah Murphy of the said Sum of Three Hundred and Sixty three Pagodas and the Interest due thereon

But now so it is May it Please this Honble Court the said Jeremiah Murphy Obstinately and unjustly Refuses to pay the same or to give your Orator any manner of Satisfaction touching the Premises your Orator therefore prays a General Relief such as to this Honble Court shall Appear agreable to Equity and good Conscience. To the End therefore that the said Jeremiah Murphy 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

the same were hereagain Repeated and particularly Interrogated and that he may be Decreed to pay unto your Orator the aforesaid Sum of three hundred and sixty three Pagodas with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Jeremiah Murphy to be Summoned and Appear 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 Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

21st October 1785.

This Bill was shewn to me in the Days of Adjournment Let a Summons issue returnable next Court Day.

Thos. Baker
Atty for Complt

Philip Rowey
Mayor

Know all Men by these Presents that I Jeremiah Murphy Ensign of the Honble Company's Service are held and firmly bound unto Subaray Dubash of Madras Inhabitant in the Penal Sum of Seven Hundred and Twenty Six Star Pagodas to the payment whereof well and truly to be made to the said Subaray Dubash his Heirs Executors Administrators or Assigns I do hereby bind myself my heirs Execu- tors and Administrators firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Fort St. George this Sixth day of August in the year One Thousand Seven Hundred and Eighty four.

Whereas the above bound Jeremiah Murphy hath Borrowed and Received of the above Named Subaray Dubash the full and just Sum of Three Hundred and Sixty three Star Pagodas to Run at Interest at the Rate of Twelve per Cent per Annum Payable on Demand.

Now the Condition of this Obligation is such, that if the above bound Jeremiah Murphy his heirs, Executors Administrators or Assigns shall well and truly pay or cause to be paid unto Subaray Dubash his heirs Executors Administrators or Assigns the full and just Sum of Three Hundred and Sixty three Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be void and of no Effect. Otherwise to Continue in full force and Vertue.

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

William Wilson
Thomas Fockets

Jeremiah Murphy (L.S.)

A true Copy

Chas. Baker

Mayor's Court at Madraspatnam } Tuesday the 6th Day of December Anno Domini 1785.

Present

Philip Stowey Esqr. Mayor
James Call and John Menzies
Aldermen.

Between Subaray Dubash of Madras Inhabitant Complainant and Jeremiah Murphy Ensign in the Honble Company's Service Defendant.

It Appearing by the Records of this Court that the usual Rules have been given for the Defendant to Answer the Complainant's Bill which he has Neglected 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 Three hundred and Sixty three Pagodas Pags. 363 / together with all such Interest as now is or shall hereafter become due thereon until full payment is made As all Costs of this Suit.

Jno Carr

Filed the 1st November 1784.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Francis De Souza of Madras Inhabitant That Mr. John Mayors of the same place Inhabitant Stands justly and Truly Indebted unto your Orator in the full and just Sum of Eighty Six Pagodas Twenty three fanams and Thirty Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of thirty four Pounds and Twelve Shillings or thereabouts as will morefully and at Large Appear by the Copy of a Promissary Note of hand given by the said John Mayors to one Edward Lewcock and by him Indorsed over to your Orator and also Copy of an Account Current hereunto Annexed for the Inspection of this Honble Court which Your Orator prays may be Admitted as part of this his Bill of Complaint the Originals thereof now being in Your Orator's possession and ready to be produced to this Honble Court when he shall be thereunto required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested payment from the said John Mayors of the said Sum of Eighty Six Pagodas Twenty three fanams and Thirty Cash

But now so it is May it Please this Honble Court that the said John Mayors obstinately and Wilfully refuses to Pay the same or to give Your Orator any manner of Satisfaction touching the Premises, your Orator therefore prays a

General Relief and such as to this Honble Court shall appear agreeable to Equity and good Conscience To the End therefore that the said John Mayors 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 hereagain Repeated and particularly Interrogated and that he may be Decreed to Pay unto your Orator the aforesaid Sum of Eighty Six Pagodas Twenty three fanams and thirty Cash together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said John Mayors to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain Time and place to be by this Honble Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree thereon as to this Honble Court shall Seem Meet.

Peter Walker
Atty for Compl.t

November 1st 1784.

This Bill was shewn to me between the Days of Adjournment let a Summons issue Returnable next Court Day.

John Menzies
Mayor

Borrowed and Received of Mr. Edward Lewcock the full and just Sum of Eighty Six Star Pagodas and Twenty fanams (Ps. 86. 20.) which I promise to pay on Demand Witness my Hand this 4th Day of June 1784.

(Signed) John Mayors

Witnesses
(Signed) Manl. Johnson
Ds. John de Silva

27th August Recd. in part Ps. 4.

Sir — Please to Pay the above mentioned Sum to Mr. Francis Douza

(Signed) Edwd. Lewcock

Dr. Mr. John Mayors in Account Current with Francis De Souza Cr.

1784									
June	4.	To Amount of your Promissory Note of Hand of this day payable on Demand to Mr. Edward Garrow and by him Indorsed over to me	86.	20.					
1784									
Nov.	1.	To Interest on the above Sum to this Day being 4 Mo. @ 12 ℘ Cent ℘ Annum	4.	8.	20.				
			Pagodas	90.	28.	30.			
			J. Pagodas	90.	28.	30.			
		Madraspatnam 1st November 1784							
		Errors Excepted							
		Francis De Souza							
		Attest Copy							
		Peter Walker							
		Attyy for Compt.							

1784									
August	27.	By Cash received in part	4.						
	1.	By Interest on Dr. to this Day being 2 Mo. @ 12 ℘ Cent ℘ Annum	5.						
			4.	5.					
		By Ballance Due	86.	23.	30.				
			Pagodas	90.	28.	30.			

Mayors Court at Madraspatnam } Tuesday the 20th Day of December Anno Domini 1785.

Present

Mr. James Call Senior Alderman

Edward Garrow and Robert Ewing Aldermen!

Between Francis De Souza of Madras Inhabitant Complainant and John Mayors of the same place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual rules have been issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Eighty Six Pagodas Tenty three fanams and thirty Cash (Pags. 86. 23. 30.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

J. Carr

Filed the 11th June 1785.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Baut Vencatase Soobaroy of Madras Inhabitant that Vascoorboy also of Madras Inhabitant stands Indebted unto Your Orator in the full and just Sum of Nine hundred and four Star Pagodas forty one fanams and Seventy five Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Three Hundred and Sixty one Pounds Ninteen Shillings and Seven Pence or thereabouts as will more fully and at Large Appear by the Copy of the Translation of a Mortgage Bond and the Several Declarations thereunder Written and also Copy of an Account 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 Original whereof is in your Orators possession and ready to be produced to this Honble Court when required and your Orator further Sheweth unto this Honble Court that she hath frequently and in a Friendly manner requested the Payment of the said Sum of Nine hundred and Four Pagodas Forty one Fanams and Seventy five Cash.

But now so it is and May it Please this Honble Court the said Vascoorboy 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 agreable to Equity and good Conscience To the

End

End therefore that the said Vascoorboy may upon her 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 she may be Decreed to Pay unto your Orator the aforesaid Sum of Nine hundred and four Pagodas forty one Fanams and Seventy Five Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honble Court to Cause the said Vascoorboy to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court prefixed and Appointed then and there to Answer this your Orator's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

11th June 1785.

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

Philip Stowey
Mayor

Popham
Atty for Compt.

Translate as near as can be of a Mortgage Deed said to have been Executed by Vascoorbouy the Relick of Baut Vesvanad Suncurjee from Guzratt Language.

I Vascoorboy the Relick of Baut Vesavanad Suncurjee am Indebted unto Baut Vencatase Soobaroy the Sum of Eight hundred fifty three Pag.s Eleven and one quarter of Annas of a Pagoda which is the Principal and Interest due thereon, which I was indebted and the same, now I am Indebted the said Sum unto the said Baut Vencatase Subroy, which Sum I bind myself to the said Baut Vencatase Subroy to Pay unto him, the said Sum, with Interest that shall become due thereon, at the rate of Nine ℘ Cent ℘ Annum, for which my said Debt I do hereby Mortgage unto the said Baut Vencatase Subroy, my House situated at Yacambrom, with Choultry Bill of Sale thereof, Executed in the Name of my Husband between the House of Rugnaud Shamdoss and Pandiah Sadasive Raja Ram which said House layeth to the Eastward of the said Pandiah Sadasive Raja Rams House and to the Westward to the House of the said Rugnaud Shamdoss and I do hereby agree and bind myself, unto the said Baut Vancatase Subaroy to Pay the said Sum with due Interest thereon at the rate of Nine ℘ Cent ℘ Annum, at the Expiration of Six Months from the date hereof, when the said House shall be redeemed and the said Choultry Bill of Sale be returned and it is hereby Agreed, that in default of the Payment of the said Sum with due Interest thereon, unto the said Baut Vancatase Subroy then the said Baut Vancatase Subroy shall proceed in the Honourable the Mayor's Court, and Cause to sell the said House and take out of Produce thereof, all what due unto him Dated 10th October 1784.

I Mooliswar Verdemaun Naganaud do hereby declare that

that this I have drawn out by the Consent of the said Vascoorbouy and This is her Hand mark ✝.

I Mooliswar Vardemaun Naganaud do hereby Declare, that the above Writing I have Drawn out by the Consent of the said Vascoorbouy I Dava Sadasive Narsee do hereby Declare, to have Witnessed hereto by the Consent of the said Vascoorbouy.

I Danauyake Ballakistnah Stree Kistnah do hereby Declare, to have Witnessed hereto by the Consent of the said Vascoorbouy.

I Stree Kistnah Ambrasewar do hereby Declare, to have Witnessed hereto, by the Consent of the said Vauscoorbouy.

A True Translate as near as can be of the Original which was faithfully bade to the Interpreter.

Thaddeus Aga Perry Calendar

a True Copy

Bopham

Dr. Varjoo Comara Boy Widow in Account with Baut Vencatase Soobroy Cr.

1784 Octr.	10th	To amount of your Mortgage Bond of this date	853.	31.75	1785 June 10th	By Ballance due to this Day	904. 41.75
1785 June	10th	To Interest on the above Sum from 10th Octr. 1784 to this day being 8 C 9 p Cent p Annum	51.	10.			
		Pagodas	904.	41.75		Pagodas	904. 41.75

Fort Saint George 10th June 1785.

E. E. pr. Baut Vencatase Soobroy
Attne Copy
Bopham

Mayor's Court at Madraspatnam } { Tuesday the 20th Day of December Anno Domini 1785.

Present

Mr. James Call Senior Alderman
Edward Garrow and Robert Ewing
Aldermen

Between Baut Vencatase Soobaroy of Madras Inhabitant Complainant and Vascoorboy of the same place Inhabitant Defendant.

It Appearing by the Records of Court that the Usual Rules have been issued for the Defendant to Answer the Complainant's Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of Nine hundred and four Star Pagodas one fanam and Seventy five Cash / Star Pag. 904. 1.75 / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

p Cur