Mayors Court

Vol-53

25,000—4-5-12.

Block 7

Rack No.

Shelf No.

Serial No. ۵۳۷۵

General No. 11962

GI-11962

1794

John McDonnin and Frances [illegible]
istrator and Administratrix of Ottrell Barr[illegible]
vers
Nineapah Moodeliar Administrator
Sykes Deceased —

Mr. Emanuel Samuel Attorney for
and prays that the Original Chouthy Bill of Ex
Original Bill of Exchange delivered in the Prov
in this Cause may be delivered up to him upon Oa
attested Copies thereof - Ordered Accordingly. —

Precept against Shaka Meera Saib Mastry and Pallie
Mastry for Fees due to Mr. George Chalmer prayed for
and Granted. —

8-7-1794
&
9-12-1794
Civil No. 531

Charles Loyde
vers
Condraigula Jaggernaut Iyen

Affidavit of William Herbert of Servi[illegible] a Decree of
Defendant Sworn to in Court read & filed this day —

The Attorney for the Complainant prays that a War-
rant of Execution may issue upon [illegible] Defendants Effect
he not having satisfied the Decr[illegible] Court - Ordered
Accordingly —

Mary vs Court Record
& Minutes — Disposition
Civil No. 531
[G1 = 11962]

Yamunah
vers
Ann Lucas Executrix of George Mackay Deceased

Affidavit of William Herbert Sworn to in Court read and
filed this day setting forth that he hath made diligent
search for the Defendant in order to serve her with
Copy of the Decree in the above Cause but that he hath
not been able to find her to serve her therewith, and that
he hath been credibly informed that she is not with-
in the Jurisdiction of this Honble Court. —

The Attorney for the Complainant prays that a Warrant
of Court [illegible] Effects

the Decree of this Court Ordered Accordingly.—

Narrishevoy
vers
Ann Shaw Executrix of George Mackay Deceased

Affidavit of William Herbert Sworn to in Court read and filed this day, setting forth that he hath made diligent search for the Defendant in order to Serve her with Copy of the Decree in the above Cause, but that he hath not been able to find her, to Serve her therewith, and that he hath been credibly informed that she is not within the Jurisdiction of this Horible Court.—

The Attorney for the Complainant prays that a Warrant of Execution may issue against the Effects of George Mackay Deceased the Defendant Ann Shaw not having satisfied the Decree of this Court Ordered accordingly.—

Camatchy Ummall Acting administratrix
of Nellapah Commandant Deceased
vers
Veeraniah Brammy

Petition from the Clerk to the Court of Appeals to the Court read setting forth that the Defendant did on the 27th Ultimo lodge an Appeal to the Kings most Excellent Majesty from a Decree of the said Court.—

Precept against Mura Subby for Fees due to Mr. George Chalmer prayed for and Granted.—

Precept against Veerasawmy Pillay for Fees due to Mr George Chalmer prayed for and Granted.

Mrs. Aldermen Call, Porcher, Mitford, Daly and Cockburn take their Seats upon the Bench.—

Edward Atkinson
vers
John Brathwait

Deferred hearing this Cause until the first full Court.

Edward Atkinson
vers
Rungapillah

Deferred hearing this Cause until the first full Court.—

Edward Atkinson
vers
John Tulloh

Deferred hearing this Cause until the first full Court.—

Edward Atkinson
vers
Christian William Gerrick

Deferred hearing this Cause until the first full Court.—

At a Court Held at the Town Hall on Tuesday the 8th day of July Anno Domini 1794.

Present

Henry Chichley Michell Esqre Mayor
Josias Dupre Porcher and Andrew Ross
Aldermen

Letter from the Secretary to the Honble the President in Council to the Register read setting forth that they have in Consequence of the death of Mr George Webster thought proper to nominate Mr Joseph Greenhill to be Sheriff of Madraspatnam for the remainder of the present year and the Oaths of Office and Allegiance have been accordingly Administered to Mr Joseph Greenhill in due form— Ordered that Mr Thomas Lediard the late Deputy Sheriff do deliver over to Mr Joseph Greenhill the present Sheriff all Writs &c in his arrestion Unexecuted by the former Sheriff— The Sheriff appears and presents Thomas Lediard as his Deputy and Provost Blinkworth, James Sidney, Thomas Offield, John Williams, William Fraser and Isaac Wathins as his Officers and the Oaths of Allegiance and Office are administered to them— and the Sheriff prays that William George and Thomas Newman Two of his Officers who are absent on duty may be permitted to take the Oaths of allegiance and Office in the days of Adjournment— Ordered Accordingly—

Manerwakum Chengleroy Moodeliar and another Executors of Woorator Nellanah Moodeliar Deceased
vers
Chambrampawkum Eavalapah Moodeliar

The attorney for the Complainant acquaints the Court that the Warrant of arrest prayed for against the Defendants Body did not issue and prays that it may now issue— Ordered Accordingly—

Ponnaroo Eyahpillah by his attorney John Le Fleur
vers
Connegapparoo Audyapan

The attorney for the Complainant acquaints the Court that the Warrant of arrest prayed for against the Defendants Body did not issue and prays that it may now issue— Ordered Accordingly—

Soora Corda Sawmy Chitty
vers
Maumedy Chelom

The attorney for the Complainant acquaints the Court that the Warrant of arrest prayed for against the Defendants Body did not issue and prays that it may now issue— Ordered Accordingly—

Pinnapaukum Narraina Moodeliar
vers
Vengapoorom Jungauloo Chitty

The attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for against the Defendants Body did not issue and prays that it may now issue— Ordered Accordingly—

Gausala Rungapa Chitty
vers
Colom Sawmy Naicker

The attorney for the Complainant acquaints the Court that the Warrant of arrest prayed for against the Defendants Body did not issue and prays that it may now issue— Ordered Accordingly—

Coroocayparty Vencatasa Chellyar
vers
Chinnadasapan

The attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for against the Defendants Body did not issue and prays that it may now issue— Ordered Accordingly—

Savaram Poly Chetty
vers
Maumedy Chellom

The Attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for against the Defendants Body did not issue and prays that it may now issue — Ordered Accordingly —

Narrain Dubash
vers
Thomas Patch

The Attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for against the Defendants Body did not issue and prays that it may now issue — Ordered Accordingly —

Trelavoyel Vencatashkistnah
vers
Chocapen and Progasam

The Attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for against the Defendants Bodies did not issue and prays that it may now issue — Ordered Accordingly —

Tooverundavally Vencatasa Moodeliar and Sabapaty Moodeliar Administrators of Tooverundavally Mootoo Moodeliar Deceased
vers
Terovoty Tettarayen

The Attorney for the Complainant acquaints the Court that the Warrant of Arrest prayed for against the Defendants Body did not issue and prays that it may now issue — Ordered Accordingly —

Antonio de Souza by his Attorney Sawmy Naick
vers
Bolechellore Sawmy Moodaly

The Attorney for the Complainant acquaints the Court that the Summons returnable immediately and Warrant of arrest prayed for against the Defendants Body did not issue and prays that it may now issue — Ordered accordingly —

Thomas Parry and Poolaty Appasawmy
vers
Naugolapauty Roya Roya Vencatarow

The Attorney for the Complainants acquaints the Court that the Summons returnable immediately and Warrant of arrest prayed for against the Defendants Body did not issue and prays that it may now issue — Ordered Accordingly —

Dasarnall Administratrix of Comala Sawmy Mutten Deceased
vers
Mootal Mutten

A further time of One Week for the return of the Summons returnable immediately and Warrant of Arrest issued against the Defendants Body prayed for and Granted —

Bahoocutomby Aucharloo
vers
Muntha Eigah Narrayenah

The Attorney for the Complainant acquaints the Court that the Warrant of Sequestration prayed for against the Defendants Effects did not issue and prays that it may now issue upon his Client taking the usual Oath between the days of adjournment — Ordered Accordingly —

Gopauldoss Beperchund by his Attorney Jayarammdoss
vers
Muntha Eiga Narrayenah

The Attorney for the Complainant acquaints the Court that the Warrant of Sequestration prayed for against the Defendants Effects did not issue and prays that it may now issue upon his Client taking the usual Oath between the days of Adjournment — Ordered Accordingly —

Julius Griffiths
vers
Tyagaroyen

A further time of One Week for the return of the Warrant of Sequestration issued against the Defendants Effects prayed for and Granted —

Mr. Alderman Daly took his seat upon the Bench.

Nullore Condapah Chettyar
vers
Mahamoodoosenburry Mahamadoosool and Sirpoo Saib

The Attorney for the Complainant acquaints the Court that the Summons prayed for against the Defendant Mahamoodoosenburry did not issue and prays that it may now issue - Ordered Accordingly -

Alexander Stewart and Elizabeth Hutton
Executor and Executrix of George Hutton Deceased.
vers
Sir Paul Joddrell

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted.

Arabon Jacob
vers
John Croley

Warrant of Arrest for Contempt returned Served - The Defendant appears by his Attorney Mr. Robert Williams who prays his Client may be released from the Custody of the Sheriff - Ordered Accordingly - The Attorney for the Complainant prays that the Defendant may be held to Bail upon his Client making Oath to the justness of his Demand - Ordered Accordingly -

Tanjore Ramah Naick
vers
Tandavad Vurdapen Moodeliar and Telly Nayagen

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted -

John Mitford Administrator of Cuppooram Maunaroo Moodeliar Deceased -
vers
Telly Nauyaga Moodeliar, Soobaroya Moodeliar, Vencatasha Moodeliar & Raucon Soobramoneya Moodeliar -

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Bodies prayed for and Granted. -

Soobby Chettyar and Yellapa Chettyar
vers
Anandaroyer

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted. -

Julius Griffiths
vers
Shashia Braminy

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted. -

Johnson Kennedy Administrator of William Blacker Deceased by his Attorney Peter Mapsey Casjen
vers
Charles Darke

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted -

Rayastree Manaley Poo[illegible]ya Moodeliar
vers
Soobaroyen

A Further time of one Week for the return of the Warrant of Arrest issued against the Defendant's Body prayed for and Granted. -

Tayapah Moodeliar
vers
Rawmah and Vencata Kistna

A Further time of One Week for the return of the Warrant of Arrest issued against the Defendant's Bodies prayed for and Granted. -

Corneles Jean Bollaert and Hartloff Van Schelleck
vers
Hans Nelson Krag

Bill filed between the days of Adjournment Affidavit of

of the Complainant Sworn to before Mr. Alderman Daly the 2nd and filed the 3rd Instant Summons returnable immediately and Warrant of Arrest issued thereupon returned Served - The Defendant in Custody - The Attorney for the Complainant prays that the Defendant may be held to Bail, the Defendant having no Bail to produce, Ordered that he do remain in the Custody of the Sheriff - Mr. John Wilkinson appears as Attorney for the Defendant and prays that he may be allowed One Week to Plead or Demur, to which the Attorney for the Complainants objects the Summons having been Served on the 3rd Instant - Ordered that the motion to Plead or Demur be Overruled. -

Charles Davis Hely and Cecil Smith
vers
William Rofs

Bill with Copy of an Account Current annexed filed between the days of Adjournment Summons issued thereupon returned Served - The Defendant does not appear - The Attorney for the Complainants prays leave to Withdraw this Cause - Ordered Accordingly -

Makan Aroomooga Moodeliar by his attorney
vers
Charles Michael Angello

Dau Iagannauda Nov Ramarus

Bill with Copies of the Translation of a Bond or Obligation an Account Current and an Assignment annexed filed between the days of Adjournment - Summons issued thereupon returned Served - The Defendant does not appear - Warrant of Arrest for Contempt prayed for and Granted. -

Richard Parks Executor of John Douglas Deceased
vers
Suncoo Chinna kistnamah Chetty

Bill with Copy of an Account annexed filed between the days of Adjournment Affidavit of the Complainant Sworn to before the Mayor and filed the 5th Instant - Summons returned Served - The Defendant does not appear - Warrant of Arrest prayed for and Granted. -

Paiicala Kistnama Naick
vers
Goomedyspoondy Coolty Chetty

Further day is given the Parties till the 15th Instant to Examine Witnesses. -

Charles Carty
vers
Veerasawmy Pilla

Further day is given the Parties till the 15th Instant to Examine Witnesses. -

Daniel Reed
vers
Rama Sawmy Bramiry
& Contra

Further day is given the Parties till the 15th Instant to Examine Witnesses. -

Robert Henderson
vers
Vadamalla Conicofoly

Further day is given the Parties till the 15th Instant to Examine Witnesses. -

Benjamin Trend and Margaret his Wife
Walter Balfour and Cecilia his Wife and
Margaret Maria Kennedy by her
Attorney Peter Mafey Capure
vers
Johnson Kennedy and John Hammond
Executors of John Kennedy Deceased

Further Day is given the Parties till the 15th Instant to Examine Witnesses. -

Thomas Parry and Poolate Appasawmy Braminy
vers
Colla Kavanapah Chetty

Further day is given the Parties till the 15th Instant to Examine Witnesses.—

John Card
vers
Robert Barlow, Stephen Pope and James James

Further day is given the Parties till the 15th Instant to Examine Witnesses.—

Vellumah administratrix of Miguel Appoo Chetty
Deceased
vers
Mootoo and Chengleroy

Further day is given the Parties till the 15th Instant to Examine Witnesses.—

John Bannerman
vers
Martin Hunter, Alexander Dirom, Charles Smart and James McCorkill

Further day is given the Parties till the 15th Instant to Examine Witnesses.—

Betty Sornboo Naick administrator of Baucala Rama Sawmy Naick Deceased
vers
Francis Lind

Further day is given the Parties till the 15th Instant to Examine Witnesses.—

Succary Soobramonya Moodelly by his attorney Domingos Johnson
vers
Coryevaram Woodendyapah Moodelliar, Ponary Eyah Moodeliar and Boonamally Sivanaunorn.—

Further day is given the Parties till the 22nd Instant to Examine Witnesses in default of which Publication will pass in this Cause.—

Seagaroy Butten
vers
Poodoocherry Sooba Butten

Further day is given the Petitioner Chengah Butten and the Respondent till the 15th Instant to Examine Witnesses.—

Coottoory Permaull Chetty by his attorney Augustine Burton
vers
Butchoo Mulliah

Further day is given the Petitioner Sattaloor Chinchoo and the Respondent till the 15th Instant to Examine Witnesses.—

Frank Day and John Henderson
vers
Stephen Pope and Edward Bent

A Further time of One Week for the return of the Warrant of Execution issued against the Defendant's Effects prayed for and Granted.—

Chourcapah
vers
Charles Darke

The attorney for the Complainant acquaints the Court that the Warrant of Commitment prayed for against the Defendant's Body did not issue and prays that it may now issue— Ordered accordingly.—

Thomas Parry
vers
Nimma Sulka Narrain

A Further time of One Week for the return of the Warrant of attachment issued against the Bodies of Mahamed Ismael, Shake Mahamed, Arreen Saib and Sooby Chetty prayed for and Granted.—

John Wilkinson
vers
Charles Loyd

A Further time of One Week for the return of the Warrant of Commitment issued against the Defendant's Body prayed for and Granted.—

John Philip Fabricius by his attorney William Lawcock
vers
Nellapillay

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue - Ordered accordingly. —

Mahonardoss
vers
Seenevasadoss

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants' Effects did not issue and prays that it may now issue - Ordered accordingly. —

Vencatachella Moodelly
vers
Audeapen

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue - Ordered accordingly. —

James Austin
vers
James Flowers

Affidavit of William Herbert setting forth that he has not been able to find the Defendant to Serve him with a Copy of Decree of the Honble the Court of Appeals - Sworn to in Court read and filed this day. —

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue. Ordered accordingly. —

Tamboo Naick and Vencatachella Chetty
Administrators of Ratnull Condaloo Naick Deceased
vers
Rungapah Naick

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue - Ordered accordingly. —

Cecil Smith and Charles Devys Hely
vers
Amordoo

The attorney for the Complainants acquaints the Court that the Warrant of Execution prayed for against the Defendants' Effects did not issue and prays that it may now issue - Ordered accordingly. —

John Tulloh
vers
Thomas Thomas

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants' Effects did not issue and prays that it may now issue - Ordered accordingly. —

Venayagam Moodelly
vers
Vencatachella Pillah

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants' Effects did not issue and prays that it may now issue - Ordered accordingly. —

Elavarty Audeapah Naick
vers
Teroomashey Sudda Veera Sawmy

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants' Effects did not issue and prays that it may now issue - Ordered accordingly. —

Sheshashellam Naick
vers
Coatah Paupier

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants' Effects did not issue and prays that it may now issue - Ordered accordingly. —

James Barter
vers
Cawtha Rama Sawmy.

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue. Ordered accordingly. —

Murgapah Pillah
vers
Tellesinga

A further time of One Week for the return of the Warrant of Attachment issued against the Defendants Body prayed for and Granted. —

A further time of One Week for the return of the Warrant of attachment issued against the Body of Aiwala Govindapah for Fees due to Mr. John Wilkinson prayed for and Granted. —

Carapet Moorad Cawn
vers
Stephen Towns

A further time of One Week for the return of the Warrant of Committment issued against the Defendants Body prayed for and Granted. —

Pinnapawkam Arraguerry Moodeliar
vers
Syva Mookiah

Further day is given the Petitioner Auvoor Eyah Pillah and the Respondent till the 15th. Instant to Examine Witnesses.

Sevacosee Moodelly
vers
Ararwayell Dawaroya Moodelly

The Attorney for the Complainant acquaints the Court that the Warrant of Committment prayed for against the Defendants Body did not issue and prays that it may now issue. Ordered Accordingly. —

Martinah de Rozario
vers
Moocarey

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue. Ordered Accordingly. —

Tayapah Moodeliar
vers
Rami Row

A further time of One Week for the return of the Warrant of arrest issued against the Defendants Body prayed for and Granted.

Stephen Popham
vers
David Mc. Veagh

A further time of One Week for the return of the Warrant of arrest issued against the Defendants Body prayed for and Granted. —

Codumbaukam Ponnapah Moodelly
vers
Ponnapen

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue — Ordered Accordingly. —

Venayaga Moodeliar
vers
Vencatachellapilla

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not issue and prays that it may now issue. Ordered accordingly. —

Charles Carlisle Administrator of Tullein Spencer Deceased
vers
Moocoondoo Naig

Further day is given the Defendant till the 22nd. Instant to Answer the Complainants Bill in default of which judgment

will be given for the Complainant.—

Rose Johannes Baboon Widow and Relict of Miguel Johannes Baboon Deceased
vers
Samuel Moocarthish Moorat and others Executors of Miguel Johannes Baboon Deceased

Further day is given the Defendants till the 22nd Instant to Answer the Complainants Bill indefault of which Judgment will be given for the Complainant.—

Mr. Alderman Porcher being interested goes off the Bench.—

William Dickson by his attorney Josias DuPre' Porcher
vers
Charles Loyd

The attorney for the Complainant acquaints the Court that the Warrant of Commitment prayed for against the Defendants Body did not ifsue and prays that it may now ifsue.—

Ordered Accordingly.—

Mr. Alderman Porcher returns to his Seat.—

Vincentio Corbett
vers
Hugh Boyd

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not ifsue and prays that it may now ifsue.—

Ordered Accordingly.—

John Henry Crucifix
vers
Michael Vermunt

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not ifsue and prays that it may now ifsue.— Ordered Accordingly.—

John Leonard Beggle and John Lodewyk Hegke Administrators of John Beyer Deceased
vers
Cornellius Joannes Ballort and another

Further day is given the Defendants till the 15th Instant to Answer the Complainants Bill.—

Charles Carlisle Administrator of Bullein Spencer Deceased
vers
Vericatachella Chilly

Further day is given the Defendant till the 22nd Instant to Answer the Complainants Bill indefault of which Judgment will be given for the Complainant.—

Mr. James Stuart Hall appears as attorney for the Defendant.— The attorney for the Complainant prays that the Defendant may be held to Bail upon his Client making Oath to the justness of his Demand.— Ordered Accordingly.—

John Wright and Thomas Hurst
vers
Robert Williams

Further day is given the Defendant till the 15th Instant to Answer the Complainants Bill.—

The Attorney for Captain Charles Carlisle Administrator of Bullein Spencer late one of the attornies of this Court acquaints the Court that the Warrant of Attachment prayed for against the Body of Goorooruda Bullen for Fees due to the said Bullein Spencer Deceased did not ifsue and prays that it may now ifsue.— Ordered Accordingly.—

John Milford
vers
Canjeevaram Tremallapillay

Further day is given the Defendant till the 15th Instant to Answer the Complainants Bill.—

Charles Loyd
vers
Condraigula Jaggernaut Row

The attorney for the Complainant acquaints the Court that the Warrant of Execution prayed for against the Defendants Effects did not ifsue and prays that it may now ifsue.— Ordered accordingly.—

Namshevoy
vers
Ann Shaw Executrix of George Mackay Deceased

The attorney for the Complainant acquaints the Court that the

Warrant of Execution prayd for against the Effects of George Mackay Deceased did not issue and prays that it may now issue - Ordered Accordingly. -

Yarriana
wors
Ann Shaw Executrice of George Mackay Deceased

The Attorney for the Complainant acquaints the Court that the Warrant of Execution prayd for against the Effects of George Mackay Deceased did not issue and prays that it may now issue - Ordered Accordingly. -

The United Company
wors
Charles Hoyer

The Sheriff returns the Warrant of Commitment issued against the Defendants Body - Endorsed - Not to be found. -

Precept against George Moubray and Veera-permaul Pillah the Defendants Bail prayed for and Granted. -

Nisreapah Moodeliar
wors
Doore Sing

Note from the Examiner to the Register read setting forth that all the Witnesses have been Examined and have Signed their Depositions, except Salapoory Vurdiah, Salapoory Soobiah and Kavoore Vuvarah who have not appeared for Examination on the part of the Petitioners Cheavy Seeta-ramiah Chitty and Mungapooram Satchempatty, and that all the Witnesses have been Examined and have Signed their Depositions, except Cundapah, Hossain Saib, Videnaudan, Tombo Chitty, Sellians Kanganaudum - Moodeliar, Gopaul Iyah and Vengapa Eyah on the part of the Respondent. -

Further day is given the Parties Petitioners and the Respondent till the 15th Instant to Examine Witnesses

indefault

and Ninety Pagodas to cause the Jewell mentioned in the Account annexed to these Repliants said Bill of Complaint under the Item of forty five Pagodas to be made although three Different Jewells were made by the said Defendant for and on account of these Repliants said Intestate and with these Repliants Intestates Money, yet they shall prove that the same were never delivered to these Repliants said Intestate and consequently that these Repliants said Intestate could have Mortgaged them to the Merchant pretended by the Defendant in his the Defendants answer nor could the said Jewells have been taken from these Repliants said Intes-tates House for the purpos mentioned by the Defendant - for it is unreasonable to suppos that this Repliants said Intestate could have mortgaged them in the Defendants Name who had no Interest therein nor is it a Common Prac-tice among the Natives so to do, as is falsely pretended by the Defendant, However these Repliants trusts they shall be able to prove to the Contrary and that the Defendant mort-gaged the said Jewells unto to these Repliants said Intes-tate and Converted the amount thereof to his the Defendants own use without Accounting for the Same with this Repli-ants or their said Intestate

All which matters and things these Repli-ants ready and willing to ever maintain and prove as this Honble Court shall direct and most humbly pray as in hand by their said Bill of Complaint they have already prayed. -

Wilkenson
Atty for Repliants

Filed 19th March 1793.

The Rejoinder of Mootoo Ran-
gapah Naick of Madras Inha-
tent, Defendant, to the amended
Replication of Soobo Naick &
Venatachella Chitty of the same
Place, Inhabitant, administra-
tor to the Estate & Effects of Rat-
nal Candaloo Naick deceased
Complainants —

This Defendent now & at all times hereafter saving & reserving to himself all & all manner of Benefit & advantage of Exception to the many Uncertainties and insufficiencies in the said amended Replication contained, for Rejoinder thereunto saith, that the Answer of this Defendant is true, certain & sufficient in Law to be replied unto by the said Complainant & doth & will aver, maintain & prove all & every thing & things, Contained in the Answer of this Defendant, to be true as they & every of them are therein alledged & expressed; & that the said Replication of the said Complainant is uncertain & insufficient in law to be rejoined unto by this Defendant, for divers Defects & Imperfections therein Evident: & for further Rejoinder, this Defendant wholly denies, as he hath already done in his answer upon oath his having borrowed or received from the said Ratnal Candaloo Naick, any Sum or Sums of money, either for the Purpose of making a pair of Gold Hunkoloo, & a Gold Pattady or for any other purpose whatever; & thereupon this Defendant desires the Complainants to give a just proof in support thereof, or produce any Documents which may shew that this Defendant hat borrowed or received any Sum or Sums of Money for the said Ratnal Candaloo Naick as the Complainants would insist. This Defendant further saith, that the Complainants, with a view of fixing an Imprisoning on this Honble Court, & able to their pretences, have themselves lately written, subscribed & set down the name of this Defendant in the Account Book of the Ratnal Condaloo naick, annexed to their Bill of Compleant, by altering the names of Persons therein before standing, as their initial Letters resembled those of this Defendants name & such alteration, in examination of the said Book of accounts, will be apparent to this Honble Court by the manifest difference of the Ink with which the name of this Defendant is written therein, & the Ink, in which the other Parts of the said accounts are kept & stated. This Defendant further saith, that the Complainants did in their Replication state, that after the said Joys or Jewels had been finished, this Defendant appropriated the same to his own use & did not deliver them to the said Condaloo Naick for Rejoinder thereunto this Defendant saith, that he was wont, at different periods, to attend on the said Condaloo Naick Physicians, & whilst attending in such Relation, he was desired and requested to procure for the said Condaloo Naick a skillful Goldsmith; and accordant with such Requisition he did afterwards ingage an artist of such Description, whom he brought to the said Condaloo Naick, who with his own hand, in the Presence of the said Defendant, did give a certain Quantity of Gold into the Hands of the said Goldsmith, for the purpose of making a pair of Gold Hunkoloo, and a Pattady for his Wife; but before the Goldsmith had finished the Pattady, the said Condaloo Naick grew impatient & required the Goldsmith to return the Gold entrusted to him

did return the unwrought residue of the same together with the Pathady now perfected; & the gold so received back by the said Candaloo Nick, was afterwards given by him to another Goldsmith, who, having made the Hankoolee with the same, delivered it so worked up to the said Condooloo Naick — & all these Matters this Defendant will in due time prove to the satisfaction of this Honble Court. This Defendant saith, that the Complainants Replication did further state, that since the Death of the said Candaloo Naick, the Complainants had an acknowledgement from the Defendant, owning and confessing the Sum of One Hundred & Ninety Pagodas, as really due to them, as administrator to the said Candaloo Naick — and that the said Candaloo Naick could not have mortgaged the Jewels to a Merchant, nor could the said Jewels have been taken from the said Candaloo Naicks Dwelling it being unreasonable to suppose, that he would have mortgaged the same in the Defendants Name, who had no Interest therein, nor was it a practice with the Natives is to do — and also that the Defendant mortgaged the said Jewels, unknown to the said Candaloo Naick, & converted the Amounte received as a loan on the same to the Defendants own use, without accounting for the same either with the said Candaloo Naick, or any of his Representatives; for Rejoinder thereunto this Defendant saith, that the said Candaloo Naick, when in much distress to answer the Contingent Expenses for his Household; did request of this Defendant, as he friend and intimate, to take the Gold Annal to a Merchant & pledge the same for One Hundred & Twenty Five Pagodas, & to suffer his the Defendants Name to stand in an obligation, as a Collateral Security to the Land for a Debt

and the Defendant did consent thereto, & borrowed the same as aforesaid, & did actually & bonâ fide pay it into the Hands of the said Candaloo Naick; & as a proof thereof, the said candaloo naick, previous to his Death, did acquaint his Elder Brother, Rattanaal Pettambee Naick, of the same, & requested of him to redeem the Annal pledged: which he, the said Pettambee Naick, promised to do, & upon the Death of the said Candaloo Naick, his said Brother, Pettambee Naick, did desire this Defendant to discribe to him & point out the Merchant with whom the said Annal was mortgaged in order that he might, at a convenient season, demand a Redelivery of the same —— and Moreover the said Pettambee Naick did insist on the Defendants granting to him a Writing under his Hand, declaration of the Grounds on which the said Money was borrowed, & indicative of the Right which his late Brother Candaloo Naick, had in the Pledge. And this Defendant saith, that he never did take a Single Cost of Money so borrowed, & appropriate to his own Use, & he further saith, notwithstanding what the Complainants have averred to the contrary, that it is customary with Persons of distinctions, amongst the Natives, in times of Distress, to borrow Money on pledges, through the Means of their Friends & Confidentiating & through the Use of their names as aforesaid, thereby preserving their Credit, & avoiding the Shame attached to such a Measure; & all these Particulars can be fully proved, which will shew that this Defendant could owe nothing either to the said Candaloo Naick, or to the Complainants, as pretended in their Application.

All which Matters and things, this Defendant is ready & willing to prove; & prays to be dismissed with Exemplary Costs to be paid by the said Repliants —

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 Tomboo Naick and Venatachellum Chetty of Madras Inhabitants administrators to the Estate and Effects of Ratnal Condalos Naick Deceased are Complainants and Moodoo Rungapah Naick of the same place Inhabitant Defendt. On the part and behalf of the said Complainants

First Interrogatory To all the Witnesses } Do you know the Parties Complainants and Defendt. named in the Title of these Interrogatories and did you know Ratnal Condalos Naick Deceased likewise in the Title of these Interrogatories named in his Lifetime Ifyea — Howlong do you know them respectively and either and which of them Declare

Second Interrogatory To Mooneyapah Naidoo and Venatasawmy Naidoo } What Profession do you follow, and for what length of time — Did you not some time in the Year One Thousand Seven hundred and Eighty Eight or at some other and what time reside at Tanjore — Did You not there see the said Ratnal Condalos Naick Deceased Ifyea — In what capacity was he there Employed — and by whom — and for what length of time — Did you not occasionally use to attend or visit in your professional Capacity the said Ratnal Condalos Naick Deceased at such place — Do you know of any and what Money lent and whom by the said Ratnal Condalos Naick to the said Moodoo Rungapah Naick — Ifyea — Were you present at such time or times — Do you know for what purpose or occasion the said Moodoo Rungapah Naick borrowed such Sum or Sums of Money from the said Ratnal Condalos Naick — Declare the same as you know have heard and do believe — Do You or do you not know that the said Ratnal Condalos Naick immediately after lending such Sum or Sums of Money to the said Moodoo Rungapah Naick did enter the same in his Book of account — Ifyea — Look at the Book now produced and Shewn to you at this the Time of your Examination purporting to be a Book of account kept in the Gentoo Character — and declare if it is the same Book in which you saw the said Ratnal Condalos Naick write down the two sums of money there appearing to the Debit of the said Moodoo Rungapah Naick — Do you know that the said Ratnal Condalos Naick kept his Books of Accounts himself or that any other Person and who kept such Books for him Declare all you know touching the Matters in this your Interrogatory contained to the best of your knowledge or belief together with your reason for such your belief —

Third Interrogatory To Srasanna Ramzoo } Are you not acquainted with the Character or hand writing of the said Ratnal Condalos Naick Deceased — Ifyea — Look at the Book now produced and shewn to You at this the time of your Examination purporting to be a Book of account and declare if the same and particularly the Three several Items therein contained marked with the Letter A. B. and C. under date the Sixteenth September and Sixteenth October in the Year One Thousand Seven hundred and Eighty Eight and Thirteenth November One Thousand Seven hundred and Eighty Nine is or is not the

of some other and what Person or Persons and whom Declare—

Fourt Interrogatory

To Mooneyapah Naidoo & Venkatesawmy Naidoo.... } Did you not sometime on or about the year One Thousand Seven hundred and Eighty Eight re-sidue in Tanjore and did you not then and there serve the said Ratnal Candaloo Naick on the Title of these Interrogatories named— If yea Did you not then and there see Moodoo Rungapah Naick likewise in the Title of these Interrogatories named frequently call upon the said Ratnal Candaloo Naick at his House— If yea— Was you not present sometime and when as you do recollect in the Year One Thousand Seven hundred and Eighty Eight when the said Moodoo Rungapah Naick called upon the said Ratnal Candaloo Naick to lend him a Sum of Thirteen Pagodas and an half— If yea Did the said Ratnal Candaloo Naick lend him the same Declare —Did you or did you not see the said Ratnal Candaloo Naick after lending him the said Moodoo Rungapah Naick the said Sum of Thirteen Pagodas and an half write down the same in his Book of Account— If yea— Look at the Book now produced and shewn to you at this the time of your Examination and Declare to the best of your recollection and belief whether the same is or is not the Book in which you saw the said Ratnal Candaloo Naick make such Entry—

Fifth Interrogatory

To Muniyah Buthadoo and Saumy Buthadoo } Was you not sometime and when called upon by Moodoo Rungapah Naick in the Title of these Interrogatories named to make a pair of Gold Runcaloo for a Sum of Thirty three Pagodas Thirty three fanams and Twenty Cash, and a Gold Puttaday for a Sum of Forty five Pagodas for Ratnal Candaloo Naick likewise in the Title of these Interrogatories named— If yea— Did you agree to do the same, and did not the said Naick take you to the House of the said Ratnal Candaloo Naick and produce you to him as a person worthy of trust and Capable for doing the same— If yea— Did not the said Ratnal Candaloo Naick thereupon and after given you the Directions how he wished to have the said Jewells made give a Sum of Seventy Nine Pagodas or any other and what Sum into the hands of the said Moodoo Rungapah Naick to purchase you good Gold to the amount of Seventy Eight Pagodas Thirty three fanams and Twenty Cash or any other and what Sum for making the same Jewells— If yea— Did not the said Moodoo Rungapah Naick Received the said Sum of Seventy Nine Pagodas from the said Ratnal Candaloo Naick for the purpose aforesaid and procure and Delever you Gold to the said Amount of Seventy Eight Pagodas Thirty three fanams and twenty Cash— and Did you not thereupon make the said Runcaloo and Puttaday— If yea— In whose House did you make the same, Was it in your own House, or in whos House— and at whose request— After the said Jewells was finished in whose hands did you deliver the same, Was it to Moodoo Rungapah Naick or to the said Ratnal Candaloo Naick you delivered the same, Was it before or after the Death of the said Ratnal Candaloo Naick, and how many Days previous to his death— you delivered the same to the said Moodoo Rungapah Naick —and according to the situation of the said Ratnal Candaloo Naick heath at the time you delivered the said Jewells to the said Moodoo Rungapah Naick Do you believe he would have delivered it to the said Ratnal Candaloo Naick or Appropriate the same to his own use Declare—

Sixth Interrogatory

To Judda Buthadoo and Aurunthachawaloo.... } Was you not in company with the Deceased Ratnal Candaloo Naick and Moodoo Rungapah Naick in the Title of these Interrogatories named sometime in the

and Ninety when the said Moodoo Rungapah Naick requested the said Ratnal Condaloo Naick to lend him his Gold Putta Matthathaudoo for a few days for the purpose of a Marriage of one of his the said Moodoo Rungapahs friend — Ifyea — did you see the said Ratnal Condaloo Naick lend the same accordingly Declare — Was you not present a few days before the Death of the said Ratnal Condaloo Naick at his House when he demanded — of the said Moodoo Rungapah Naick the Delivery of the said Putta Matthathaudoo — Ifyea — What Cause did the said Moodoo Rungapah Naick say to the same and when did the said Moodoo Rungapah Naick promise to restore the same to the said Ratnal Condaloo Naick, and how many days previous to his death did this circumstance take place Declare — Was you not well acquainted with the circumstances of the said Ratnal Condaloo Naick — Ifyea Do you know whether the said Ratnal Condaloo Naick was at any time or times previous to his Death of Indigent circumstances so that he would be under the necessity of Mortgaging the said Putta Mallathaudoo thro the means of the said Moodoo Rungapah Naick or how otherwise — Did you ever come to the knowledge of the said Ratnal Condaloo Naicks having given the said Putta Mallathaudoo to the said — Moodoo Rungapah Naick to mortgage the same for a sum of One hundred and Twenty five Pagodas or any other and — what Sum of Money Declare —

Last Interrogatory
To all the Witnesses } Do you know of any other matter or thing or have you heard or can you set forth any thing touching the matter in Question in this Cause that may tend to the benefit and advantage of the Complainants in the Title of these Interrogatories named Ifyea — Declare the same as you know have heard or do believe together with the reasons of such your belief as fully as if you had been thereunto particularly Interrogated —

Wilkenson
Att.y for Compl.ts

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined before the Examiner, in a certain Cause, now depending and at Issue in the Humble the Mayors Court at Madraspatnam, Wherein Tomboo Naig, and Vencatachella Chitty, of Madras Inhabitants administrators to the Estate and Effects of Ratnala Condaloo Naig Deceased Complainants and Mootoo Rungapah Naig also of the same Place Inhabitant Defendants —

On the Part and behalf of the Defendants

To all the Witnesses } First ..... Do you or Do you not know the Complainants and Defendants in this Cause either and which of them Ifyea — how long have you so known them either and which of them Declare —

Sawmy Naig & Anna Sawmy Naig } 2.d ..... Do You or Do you not know if Tombo One of the Complainant in the title of this Interroga- tory named be or be not alterate

and writes, and If not what reason have you to believe he Cannot read or Write, Declare particularly —

Ditto ..... 3d ..... Look at the Exhibit Now produced to you at this the time of your Examination marked A said to be a Book of Accounts kept by the said deceased Kutnal Condalos Naig — does or does it not appear to be a Regular Account of Cash Received and disbursed by the said Deceased, Examin the Same Carefully does or does it not appear that the Same has been in any — manner and how Altered Obliterated or defaced If yea, declare particularly how and in what part of the said Accounts any Alterations or Obliterations appear to have been Made, and If the Same have been made by the Intestate or by any other Person and whom and what the same particularly relate to, and what particular items Precede and follow the Alteration or Obliterations if there be any — Do You or Do You not know the hand writing of the said Deceased If yea does the whole or any and what part of the said Exhibit appear to be in his Own Proper hand writing or in the hand writing of any other Person and whom Does the Same Appear to have been kept in the manner and form in which the deceased was accustomed to keep his Books of Accounts —

Last Interrogatory To all the Witnesses — Do You know of any other matter Cause or thing or have you heard or can you set forth any thing touching the matters in this Cause that may tend to the benefit or advantage of the Defendant in the Title of these Interrogatories named — If yea set forth the same as you know have heard or do believe together with the Reasons for such Your belief as fully truely and effectually as if you have been thereunto particularly Interrogated —

Samuel
atty for the Deft.

Translation of Declaration Dated 27th Maurgaly of Sandarana Year Answering to anno Domini 7th January 1791 —

I Moodoo Rangapa Naidoo the Doctor do give this Dictaration to Rathnavala Pattombos Naick that is to Say —

As your Brother Condalos Naick had Desired me to Procure him a Sum of Pags on the Mortgage of his Patta Molostandoo or Middle Ring the face of which is set with Precious Stones / and Gave it into my hand, I have on Courtagassoda 4th November Accordingly Mortgaged the said Molostandoo or Middle Ring to Annoomantha Naick and borrowed of him the Sum of One Hundred and twenty five Pags and which Sum I have paid into the hands of Condalos Naick — and at the time when the Pags was paid to Condalos Naick it was known to Coopiah Josulos — Thus I have Volantarily given you this Dularation Witnesses Paulaconda Rawmy Naidoo and Maunam Kistnama Naidoo by their Knowledge Drawn by Vannala Nannah Sawmy —

Signed Moodoo Rangapa

Witnesses Signed
Maunam Kistnama
Rawmana

A True Translation as near as can be from the Gentoo Language
Ranganaudoo
Interpreter

Mayors Court at
Madraspatnam

Between Tamboo Naick
and Vencatachella Chitty of
Madras Inhabitants Adminis-
trators to the Estate and Effects
of Ratnal Condalos Naig De-
ceased Complainants and
Mootoo Rungapah Naig
also of the same Place In-
habitant Defendant

On the part of the Defendant

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

Sawmy Naig Painter Inhabitant of Tanjore Aged thirty four years or there-
abouts being produced as a Witness in this Cause On the Part of the Defendant
was on the twentieth day of June One Thousand Seven Hundred and Ninety three
signefied at the Office of Mr. Jonh Wilkinson who is Attorney Attorney for the
Complainants by Casawah my Servant who also left him a note of the Name
title and place of abode of the said Defendant and after ewards on the same
day being sworn and examined deposith as followeth —

1st ..... To the first Interrogatory this Deponent saith that he doth
know the Complainant Tamboo Naick in this Cause
and that he hath so known him four or five years but
that he does not know the other Complainant Vencatachel-
la Chitty in this Cause and that he does know the Defen-
dant Mootoo Rangapah Naik in this Cause and that
he hath so known him fifteen years or thereabout and
more he saith not to this first Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith that
he doth not know whether Tamboo Naig one of the Com-
plainants in the title of this Interrogatories named is or
is not a literate Person nor whether he can read or write
— and more he saith not to this second Interrogatory —

3d ..... To the third Interrogatory this Deponent hath looked at
the Exhibit now produced and shewn to him at this the
time of his Examination marked A. said to be a Book
of Accounts kept by the said deceased Ratnala Condaloo Naig
and says that it does appear to be a regular account of Cash
received and disbursed by the said deceased this Deponent
hath examined the same carfully and says that it doth
appear that the same hath been altered obliterated defaced
particularly in the sixth line of the seventh folio which
is —

is defaced, and in the line preceading which it is mentioned that "the account of Macleod is settled" and the line following mentions "received on account of Interest Sixteen Pagodas and five fanams" this Deponent saith that he cannot say by whom the same was defaced but that in the said defaced line the Defendant appears to have been debited for a Sum of Money but the Amount he cannot distinguish. This Deponent saith that there is an Alteration in the fourteenth and fifteenth lines of the said folio of the said Exhibit wherein the Defendant is debited one Pottavo Pagoda also in the eighteenth line of the seventh folio which was originally written "given to Rangapah Naick thirty Pagodas three fanams and sixty Cash" but which is now altered by the word "lent" being inserted and by which as it now stands it is expressed "Lent to Rangapah Naick thirty Pagodas three fanams and Sixty Cash" this Deponent saith that this last alteration is not in the hand writing of the deceased but he cannot say by whom it was written. This Deponent saith that he doth know the hand writing of the said deceased and that the whole of the said Exhibit except the alterations before mentioned does appear to be in the proper hand writing of the said deceased this Deponent saith that the same does appear to have been kept in the manner and form in which he did usually kept his Books of Accounts — and more he saith not to this or to the last Interrogatory —

Thos Parry
Exr

Mayor's Court at
Madraspatnam

Between Tomboo Naig and Venatachella Chitty of Madras Inhabitants Administrators to the Estate and Effects of Ratnala Candaloo Naig deceased Complainants and Mootoo Rangapah Naig also of the same place Inhabitant Defendant —

On the Part of the Defendant —

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

Anna Sawmy Dubash Inhabitant of Tanjore Aged Twenty eight years or thereabouts being produced as Witness in this Cause On the Part of the Defendant was on the fourth day of July One Thousand Seven hundred and Ninety three Signified at the Office of Mr. John Wilkenson who is attorney for the Complainants by Caswah My Servent 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 dose not know the Complainants Tamboo Naig and Venatachella Chitty in this Cause but that he doth know the Defendant Mootoo Rangapah Naick in this Cause and that he hath so known him from his this Deponents Infancy — and more he saith not to this first Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith that he doth not know Tamboo Naig one of the Complainants in the title of these Interrogatories named and does not know

know whether he is or is not a literate Person or whether he can or cannot read and write and more he saith not to this second Interrogatory. —

3d ..... To the third Interrogatory this Deponent hath looked at the Exhibit now produced to him at this the time of this Examination Marked A. said to be a Book of Account kept by the said deceased Ratnasila Candaloo Naig — and says that it does appear to be a regular account of Cash received and disbursed by the said deceased — This Deponents hath examined the same carefully and says that it does appear that the same has been altered obliterated and defaced particularly in the sixth line of the seventh folio following the Item wherein it is expressed "that the Sum of Two hundred Pagodas has been "borrowed of Mungatah Chitty Merchant" and preceding the Item that mentions "on account of Interest the Sum of Sixteen Pagodas and fifty Fanams" and in the eighteenth line of the same Page, the word Land is wrote over the line, which as it now stands import that the sum of Thirty Pagodas three fanams and sixty Cash was lent to Rungapah Naidoo" whereas it before expressed "that the Sum of Thirty Pagodas three fanams and sixty Cash was given to Rungapah Naidoo" — the Deponent saith that there is likewise an Alteration in the last line of the fifth folio wherein the sum of Thirty Pagodas is debited to the said Rungapha Naig — this Deponent saith that these Alterations do not appear to have been made by the Interest but by some other Persons whom this Deponent doth not know — this Deponent saith that he doth know the hand writing of the said deceased and says that the whole of the said Exhibit appears to in the proper hand writing of the said deceased — except the alteration abovementioned — this Deponent saith that the same does appear to have been kept in the manner and form in which the deceased was accustomed to keep his Books of accounts and more he saith not to this or to the last Interrogatory. —

Thos Parry
Exd

Additional Interrogatories

to be administered to such Witnesses — 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 Tamboo Naick and Venatachellum Chitty of Madras Inhabitants administrators to the Estate and Effects of Ratnal Condaloo Naick of the same place Dubash Deceased Complainant and Mootoo Rungapah Naick also of Madras Inhabitant Defendant

On the Part and behalf of the above named Defendt

To all the Witnesses } 1st Do you or do You not know the parties Complainant and Defendant in the title of these Interrogatories named If Yea how long do you know them or either and which of them Declare

To Mangatauya 2d Do You or do You not know whether the Defendant in the title of these Interrogatories named did at any and what time and for what space attend the Deceased Condaloo Naick in the Quality of Physician or Doctor? Do you or do you not know whether he the said Defendant besides in his Professional Capacity did partake in the Confidence and Esteem of the said Deceased? If Yea at what times and how often and what place

place have You Seen the said Defendant and the deceased together.
Do You or do You not Recollect at any and what time in the
year one Thousand Seven hundred and Eighty Nine, or what
other time of the Deceased Condaloo Naick having Employed the
Defendant to procure for him the Said Deceased a Goldsmith of
the Jonjore Country and for what purpose? Do You or do You
not know whether the Defendant did procure agreeable to the
Commission given him by the said Deceased a Goldsmith as
aforesaid, If yea or You or are You not acquainted with the Name
of the Person Employed in Such quality. Do You or do You
not know whether the said Condaloo Naick did at any and
what time produce and give to any and what Goldsmith
and what Quantity of a Certain Gold Coin to be wrought and wor-
ked by him, If yea of what amount in it Comperative Rela-
tion to the Current Coin of this Place was the Coin so produced
and give and what Directions did the Deceased Condaloo Naick
give to the said Goldsmith for Disposing and Moulding the
Same was or was not the said Defendant present at the
time of Condaloo Naicks Engagment with the said Goldsmith-
If yea did or did not the said Defendant Mondoo Runga-
pah Naick give any or what Instruction to the Goldsmith Res-
pecting the Working of the said Gold Delivered at Such time,
Added or did not the Defendant give any Promises and assu-
rances with regard to the Payment to be made for the same,
Do You or do you not know whether the said Goldsmith did at
any and what time afterwards delivered back to the said Con-
daloo naick Deceased any Wrought or worked Gold- If
yea in what form and Space was the same Delivered and
whether Conformably with any Instructions that you know
of, previously given by the said Deceased- Did or did not
the

the Deceased Profess himself Contented with the same? and
did or did not the said Condaloo Naick and the said Goldsmith
depart with Satisfaction one to wards the other or how otherwise
? Did You or did you not conceive that the Defendant in the
title of these Interrogatories named had any Share in the
above Transaction further then in procuring the said Gold-
-smith for the purposes above Set forth- Do you or do you
not know whether the said wrought Gold was worn as an
ornamend or Ornament for the Person of the said Condaloo
naick or how it was afterwards Disposed of-

To Comsala Rawmalinga Buttoodoo 3d. Did or did not Mootoo
Rungapa Naick the Defendant in the Title of these Inter
rogatories named some time in the Month of May in
the Year of Christ one thousand Seven hundred and Eighty
nine or at any other time request of you to accompany
him to the house of Ratnala Condaloo Naick Deceased
If yea on what account or for what reason did he so
request of you to accompany him- Did or did not the De-
ceased at Such time engage with You for the Making of
Certain Joys- If yea of what Sort and kind and Dis-
cription were they to be- Did or did not the Deceased de-
livered to you or to whom else a Certain Sum of English
Gold Coin. If yea of what Discription and Value was
the said Coin delivered to you according to the Ordinary
Coin herein use and Carrincy for to carry his orders into
Execution respecting the Joys Commissioned of you Did
you or did you not at any time afterwards and at what
time make and work the Joys agreable to the orders of
said Deceased- If yea how did You Dispose of the said
Joys

Joys or to whom or what Person and at what time did you deliver the same and after having made and wrought the Gold Conformably with the Orders received, was or was not there any Quantity of the said Gold and what Quantity remaining over and above the purpose and Intent for which it was given — If yea to whose hands was the remainder delivered Do you or do you not know whether the Defendt had any Interest or Concern Immediately or distantly in the said Joys, or whether the same were at any after Period given to the said Defendant — If yea for what purpose and with what intent Declare —

To Boojunja Row ... Mungattayee and Kishnamah Naicks

4th Do you or do You not know whether the Deceased Ratnal Candaloo Naick did in the month of October in the Year of Christ one thousand Seven hundred and Ninety, or at any other and what time request of the Defendant in the title of these Interrogatories named to procure for him the said Deceased a Loan of a Certain and what Sum of money upon the mortgage of a Girdle or Pottamoolatandoo belonging to him the said Deceased — If yea did he or did request in borrowing the said money that his the deceased's name Should be kept Private and not mentioned in the Translation and that the Defendants name Should be used and Employed in its Stead, Did or did not the said Deceased mentioned any reason why he wished his name not to be brought forward in the said Business and is it or is it not Customary with the Natives in Raising Money upon Pledges of Value to Negotiate for the Same in the Name of other Person If yea what is the Common Reason Assigned why the Principal Name Should be kept Concealed in such Kind of Contracts.

Do

Do you or do you not know whether the Deceased did at any other time besides for the purpose of borrowing Money on the Girdle abovementioned to which You have before been Interrogated Employ the Defendant in Commissions of the Same Nature and whether in Such Commissions he the Defendant was or was not Enjoined to observe the Same Secrecy and Directions — Do you or do you not know whether the said defendant did or did not procure a loan on the Girdle of the said Deceased — If yea what was the Amount of the same — Do you or do You not know whether the whole of the Sum borrowed on the said Girdle or any part thereof was Accounted for to the deceased or any other person by the Defendant Mootoo Rungapah Naick If yea were or were not you present when the said Sum was returned to the Deceased or to whom otherwise Did or Did not the Defendant at that time, or at any other, mention to the Deceased Ratnal Condaloo Naick the name of the Person with whom the Girdle was Pledged. If yea to whom and what Person did the Defendant Say that he had Delivered the Girdle and that the Circumstances did he mention as happening at the time of the Delivery of the same — Did not the Defendant represent to the Deceased that he had passed a Bond to the Lender of the Loan to which you have been before Particularly Interrogated If yea did he Say whose name Stood in the said Bond as the apparent obligor for the repayment of the same — Did or Did not the Deceased Express much Satisfaction for the Concluding of the said Business and for the friendship of the said Defendant in the part he took in the Same — were You or were You not present at any time and how afterwards when the Defendant desired the Deceased Ratnal Candaloo Naick to

discharge

discharge the Bond to which you have been Immediately
Interrogated together with the Interest that had accrude thereon. If yea within how Short a Period of the Said Ratnaloo Candaloo Decease have you heard the said Defendant Urge the Deceased Concerning the discharge of the same and what answer at such Season did the said Deceased make to the Importunities of the said Defendant — Did or Did not the Deceased at those times acknowledge the Instance of the Defendants Gratitude and Promise to Repay the Sum borrowed when he should have Sufficient for the Purpose. Do you or do you not know — Whether the Deceased in his life time did or did not discharge the Bond in question or whether do you believe that the Sum borrowed on the said Girdle or Putta mor Lata and so together with the Interest — ereth to this day due and Owing from the said Deceased — Declare as also what may be the Reasons for such Your belief —

Ranamunthoo Naick 5th — Did or did not the Defendant in the Title of these Interrogatories named sometime in the Month of October which was in the year of Our Lord One Thousand Seven hundred and Ninety or at any and what other time Offer to you as a Pledge a certain Golden Joy and request a Loan thereon of One hundred and Twenty five Pagodas — If yea of what Discription kind and name was the said Joy then Offered to You, and did or did not the Defendant at the time of this Transaction happening mention to you that the said Joy did not belong to him but to another — If yea to whom Did he say the said Joy belonging was or was not the name of Ratnal Candaloo Naick Mentioned in the Negotiation as aforesaid If yea how was it mentioned — whether as —

as the real Owner of the Joy or how otherwise and did you order you not to send the sum requested on the Pledge so Offered or any other Sum — Did you or did you not also Receive from the said Defendant or whom else a Mortgage Bond together with the Pledge as greater Security for the payment of the Money lent If yea in the Mortgage Bond then Executed and at the time of the Execution of the same — Did or did not the Defendant assign any Reason to You why the name of the said Ratnaloo Candaloo naick should not be used or Set forth therein and If yea what Reason did the Defendant assign for the Same Do you or did you not know for whose use and purposes the Money borrowed on the said Pledge was applied and whether the same be or be not at this time Unredeemed — Is it or is it not a Custom with natives of some Character and Consequence when they are necessitated to raise money on Pledges in the Mortgage Bonds passed on such occasions to request the names of three Persons they being Willing to be allowed to appear thereon instead of their own If yea by what reasons do you Suppose them to be actuated in so doing —

To all the Witnesses } 6th — Do you know of any other matter or thing that may tend to the honest and advantage of the Defendant in this Cause If yea declare the same as fully as if you had been there unto particularly Interrogated —

E. Samuel
Att.y for the Defend.t

Mayor's Court at
Madraspatnam

Between Tamboo Naick
and Venatashellum Chetty of
Madras Inhabitants Adminis-
trators to the Estate and Effects
of Ratnavel Condaloo Naick of
the same place Dubash deceased
Complainant and Moodoo Run
gapah Naick also 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

Comsala Rawmalinga Battoodoo Gold Smith Inhabitant
of Tangore Aged Thirty nine years or thereabouts being produced as Witness in
this Cause On the Part of the Defendant was on the twenty seventh day of Sep
tember One thousand Seven hundred and Ninety three Sworn & Affirmed at the Office
of Mr. John Wilkenson who is Attorney of the Complainants by Casawah 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 de
poseth as followeth

1st ..... To the first Interrogatory this Deponent saith that he does not
know the Complainants Tambo Naick and Venatachel-
lum Chitty in this Cause and that he doth know the De-
fendant Moodoo Rungapah Naick in this Cause and
that he hath so known him three years or there abouts and
more he saith not to this first Interrogatory

3d ..... To the third Interrogatory this Deponent saith that Moodoo
Rungapah Naick the Defendant did some time in the Month of May in
the year of Christ One Thousand Seven hundred and Eighty Nine request
him this Deponent to accompany him to the House of Ratnala-
condaloo Naick deceased for the purpose of getting some Jewells made
for the Wife of the said Deceased this Deponent saith that the said
deceased did engage with the Deponent at such time for the making
up of certain Joys Viz.t a Cendasery and Concanam the former
being an Ornament for the Neck - and the latter for the arms - this
Deponent saith that the deceased did deliver to this Deponent thro'
the means of the Defendant some Gunnies but this Deponent
doth not recollect how many - this Deponent saith that the value
of the said Coin so delivered was Seventy Pagodas - and upwards this
Deponent saith that he doth about two Months afterwards make
the Cundesery and finish it agreeable to the order of the deceased
but that with respect to the Cincanam he did not finish it but
returned the Gold to the deceased thro' the means of the Defendant
this Deponent saith that the Defendant had not any In-
terest or Concern immediately or distantly in the said Joys
nor were they at any period afterwards given to the said
Defendant & more he saith not to this or to the last In-
terrogatory — Sworn &c.

Thos. Barry
Ex.r

Mayor's Court at
Madraspatnam

Between Tambo Naick
and Venatachellum Chitty
of Madras Inhabitants Ad-
ministrators of the Estate
and

and Effects of Ratonda Candalee
Naick of the same place Dubash
deceased Complainants and Mos-
too Rungapa Naick also of Ma-
dras 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—

Kistnamah Naick Merchant Inhabitant of Madras Aged Sixty Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the twenty fourth day of October One Thousand seven hundred and Ninety three— Signefied at the Office of Mr. John Wilkenson who is Attorney for the Complainants by Casawah my Servant who also left in my Custody 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 Tambee Naick in this Cause and that he hath so known him thirty Years and that he doth know the other Complainant Venatachella Chitty in this Cause and that he hath so known him three Years and more he saith not to this first Interrogatory—

4th ..... To the fourth Interrogatory this Deponent saith that he doth know that the deceased Ratnal Candal Naick did in the month of October in the Year of Christ One Thousand Seven hundred and Ninety request of the Defendant to procure for him the said deceased a loan of One hundred and twenty five Pagodas on Mortgage of a Girdle or Catamorlatadoo belonging to him the said deceased— this Deponent saith that the said deceased Ratnal Candal Naick did request in

in borrowing the said Money that his Name should be kept private and not mentioned in the transaction and that the Defendant's Name should be used or employed in its, stead— this deponent saith that the deceased did mention a reason why he wished his name not to be brought forward in the said Business— this Deponent saith that it is customary with the Natives in raising Money upon pledges of value to negotiate for the same in the name of a third person— this Deponent saith that the common reasons assigned why the principal Name should be kept concealed in such kind of Contracts, was that it would if known that a person borrowed Money in such a manner, less in his consequence in the Eyes of the People— this Deponent saith that he doth know that the deceased did at other times besides for the purpose of borrowing Money on the Girdle abovementioned to which this Deponent hath been before interrogated employ the Defendant on Commissions of the same nature and that in such Commissions he the Defendant was injoined to observe the same secrecy and directions— this Deponent saith that he doth know that the Defendant did procure a loan on the Girdle of the said deceased and that the amount of the said loan was One hundred and twenty five Pagodas— this Deponent saith that he doth know that the whole of the Sum borrowed on the said Girdle was paid immediately to the deceased by the Defendant Mootoo Rungapah Naick, and that he this Deponent was present when the said sum was paid to the said deceased— this Deponent saith that the Defendant did at that time mention to the deceased the Name of the Persons with whom the Girdle was pledged this Deponent saith that the Defendant said he had delivered the Girdle to Hanumanta Row a Guzerat Merchant— and mentioned also that at the time of his mortgaging the said Girdle to the Guzerat Merchant that it belonged to the deceased— to which the Guzerat

Merchant

1

Merchant replied that he knew the said deceased was a person of a litigeous disposition and that he would have nothing to do with him the deceased – but that he would lend the Money to the Defendant if he would execute a Bond for the amount – this Deponent saith that the deceased did express much satisfaction for the concluding of the said business and for the freindship of the said Defendant in the part he took in the same this Deponent saith that he was present at several times afterwards when the Defendant desired the deceased to discharge the said Bond together with the Interest that had accrued thereon – this Deponent saith that he heard the said Defendant above one Month before the decease of the said Ratnaul Condal Naick urge him this Deceased concerning the discharge of the said Bond and Interest and that the deceased did always promise to discharge the same as soon as he was in Cash – this Deponent saith that the deceased did at those times acknowledge the Justness of the Defendants Solicitudes and did promise to repay the Sum borrowed when he should have sufficient for the purpose – this Deponent saith that he doth know that the deceased did not in his life time discharge the Bond in question, but that the Sum borrowed on the said Girdle together with the Interest thereon standeth to this day due and owing from the said deceased – and more he saith not to this Fourth Interrogatory –

To the last Interrogatory this Deponent saith that the said deceased did at the first time deliver the said Girdle to this Deponent requesting him to borrow the sum of One hundred and twenty five Pagodas to enable him the deceased to defray the charges attending the Mayor's Court in order to prosecute one Madah Govinda Chitty in consequence of which this Deponent carried the said Girdle to one Ballakistnah Chitty who promised to advance fifty Pagodas immediately – and the Remainder in ten days of which this Deponent acquainted the deceased who did not accept of such proposal but mortgaged the same thro' the means of the Defendant as herein before mentioned – this Deponent further saith that the Deceased did request the Defendant to make two Joys for his the deceaseds Wife, called Pattada and Ancoolos thro' the means of a Tanjore Goldsmith – who did finish the said Pattada, but the deceased being in great haste for the Joys, He the Defendant brought the said Goldsmith to the deceased who delivered to him the said Pattada and the Gold intended for making the Ancoolos – whereupon the deceased sent for another Goldsmith named Mooneyadoo and desired him to make the said Ancoolos which he did accordingly, on account of which this Deponent was employed by the deceased for ten days – this Deponent saith that the said two Joys were lately worn by the deceaseds Wife – and more he saith not to this last Interrogatory –

Sworn &c 8 Oct 1794

Thos. Barry
Esqr

Mayor's Court at
Madraspatnam

Between Tomboo Naick
Venatachellum Chitty of
Madras Inhabitants Administrators to the Estate
and Effects of Ratnal Condaloo
Naick

Naick of the same place Dubash
deceased Complainant and Mootoo
Rungapah Naick also of Ma-
dras 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 —

Hanamunthoo Naick Sowcar Inhabitant of Madras Aged thirty three
or thirty four Years being produced as a Witness in this Cause On the part
of the Defendant was on the fourth day of November One Thousand Se
ven hundred and Ninety three Signified at the Office of Mr. John Wilkenson
who is Attorney for the Complainants by Caswa 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 does
not know the Complainants Tomboo Naick and Venkata
chellum Chitty in this Cause and that he does know the
Defendant Mootoo Rungapah Naick in this Cause and
that he hath so known him four or five years and more

5th ..... he saith not to this first Interrogatory —
To the fifth Interrogatory this Deponent saith that the
Defendant in the title of these Interrogatories named did
some time in the Month of October which was in the
year of Christ One Thousand Seven hundred and Ninety
offer to him this Deponent as a pledge a certain Golden
Joy and request a Loan thereon of One hundred and twenty
five Pagodas — this Deponent saith that the Joy so offered
was a Patta Mallathaudoo — this Deponent saith that the Defendant
did at the time of this transaction happening mention to this Depo-
nent that the said Joy did not belong to him but that it belonged
to one Ratnal Candaloo Naick — this Deponent saith that he
did lend the Sum of One hundred and twenty five Pagodas as
requested on the Pledge so offered — and that he did also receive
from the said Defendant a Mortgage Bond together with the said
Pledge as a Collateral security for the repayment of the Mo-
ney so lent this Deponent saith that in the Mortgage Bond
then executed and at the time of the Execution of the same the
Defendant did assign a Reason why the Name of the said
Ratnal Candaloo Naick should not be used or set forth in the
said Bond and that such Reason was that the character and
consequence of the said Ratnal Candaloo Naick would be
lessened in the publick opinion — this Deponent saith
that he doth know that the Money so borrowed on the said
Pledge was applied for the use and purpose of the said Ratnal
Candaloo Naick deceased and that the said Pledge is still
irredeemed this Deponent saith that it is a custom with
the Natives of some character and consequence that when
they are necessitated to raise Money on Pledges in the Mort-
gage Bonds passed on such occasions to request the Name of
a third Person to be insisted therein instead of their own and
that they are actuated in so doing by an unwillingness
to discover their being under the necessity of borrowing — and
more he saith not to this or to the last Interrogatory —

1

Gentoo

Translation of Exhibit A.

Extract

1748.					
Sept.	16	Paid to Ranyapa Naidoo			
Octr.	16	Do	Do		
Novr.	13	Do	Do	30	—
				13	22. 40
				5	
Pagt				48	22. 40

Marked Tombo

Signed Venkatachalam

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

Ranganaudom
Interpreter

B

Gentoo

Translation of Exhibit B.

Translation of a Declaration Dated the 15th Massy of Saudarana Year answering to anno Domini 25th February 1794.

We Moonapa Battoodu and Chengleraya Battoodu both of us Inhabitants of Madras do give this Declaration to Ratnaw-la Settumbee Naick that is to Say—

Your Brother Condal Naick did in the presence of Rangapa Naick give Gold of Guine of Seventy pagodas weight to make joys into the hands of Tanjore Vamalinga Battoodu But a Delay has taken place in making as he was not Qualified in making the same He the said Ramalinga Battoodu Carryed us to the said Rangapa Naick and Said that we were Capable of Making the said joys—Rangapa Naick asked us wether we could make and Deliver them whereupon He the said Rangapa Naick weighed the Gold of Guine of 70 pagodas weight—which was in the hands of Ramalingum and delivered the Same to us which we Received and as we were making the Same Naidoo has Sent for me and asked if the Business was done I gave him to understand that there wanted Some more Gold He the said Naidoo has given a Guine and Two Pags. worth of Gold and in our making the said joys One Collapattady or Ornament for the Womans Neck was first finished which we weighted and Delivered in to the hands of the said Rangapa Naick—Afterwards we also made Coorly-Cankanaloo or Ornament for the woomans Hand and Delivered the Same weighing into the hands of the said Rangapa Naick and he has Examined the account Exactly to the Gold delivered to that time—That the said Condal Naidoo did previous to his Illness he gave 20 Pags. worth of Gold and Desired us to make Manikah Ganjoolu or Ornament for the Womans Hands, and took Muster for the Same which Gold is in our Hands—About a Month Subsequent to the Death of Condal Naidoo you Sent for us and asked what joys we made and what joys were in our hands we Informed you what passed and what joys were in our hands—you said that we should take care of the joys and about Twenty days after this Naranapa Naick Came to us and asked for the said—Manikah Ganjoolu or ornament for the Womans Hands we told him that when Naidoo asked us about the joy we told him that we got the same and he Desired us to take care and keep the Same, with us, and therefore we told him that we would not give them into his Hands Naranpah Naick observed that the said Naidoo had no business to prevent us from giving the Same as they were made on account of whom by Naidoo; so that they should be given to her- We told him that we were ignorant of the Same but that we would deliver the Same to those that are owners we know these Circumstances—and bind ourselves to be Responsible if any witness Should be produced that we made any other joys Except the Abovemintioned joys Witnesses Vanijam paukum Shashia Pottadoobu Chetty by their Knowledge Drawn by Vemala Nauna Sawmy—

Signed Moonoadoo
Marked Chengalaroyadoo

Witnesses Signed
Vanijampaukum
Shashia
Pottah Soobu

A true translation as near as can be from the Gentoo Language
Anganadadoss
Interpreter

Mayor's Court at
Madraspatnam

Tuesday the 15th day of April
Anno Domini 1794.

Present
Henry Chichley Michell Esqre Mayor
Andrew Ross — John Mitford and —
Benjamine Roebuck — Aldermen

Between Tomboo Nauck and
Vencatachella Chitty of Madras
Inhabitant administrator to the
Estate and Effects of Rutnal Condals
Nauck Deceased Complainant and
Rungapah Nauck of the
same place Inhabitant Defendant —

This Cause coming on to be heard and Debated this day in the presence of the Attornies on both sides on reading the Complainants Bill with Copy of an Account Annexed, the Defendants Amended Answer, The Amended Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainants, The Interrogatories and Depositions on the part of the Defendant, with an Original Exhibit and Translate thereof Annexed One Exhibit on the part of the Complainants Marked A and B — On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do stand Dismissed — and that the Complainants do pay the Costs of this Suit into of their own Pockets — &c.

Filed 4. Decr 1792
in Court

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Allagapah Moodelliar of Madras Inhabitant that Coyelaramal administratrix of all and Singular the Good Chattles Estate and effects of Randah Moodoo Moodelly deceased, who was your Orators Father by adoption, and who is also administratrix of all and Singular the Goods, Chattles, estate and effects of Coomaroo Valoo Moodelliar deceased, who was Your Orators Brother, stands justly and truly indebted to your Orator as administratrix aforesaid, for the neat Value that shall or may arrise from the said two Estates, upon allowing her, a proper and sufficient Maintainance therefrom, as is customary with Indian women of her cast, who are left widows without Issue, and which your Orator charges will amount to the Sum of Eight thousand Seven hundred and four Pagodas, thirty three fanams and Sixty Cash or thereabouts, Making in Sterling money of Great Britain at the rate of eight Shillings for every Pagoda the sum of three Thousand four hundred and Eighty one Pounds and eighteen Shillings or thereabouts, and to which Estates as aforesaid your Orator claims to be entitled in manner and following Viz.

Whereas Your Orators great Grand Father named Vooragunda Moodelliar had two Sons, to wit, Vellaya Moodelliar, and Coppayan Moodelliar had also an only Son named Davaroya Moodelliar, who was your Orators Father; And your Orator further Sheweth, that the said Randah Moodoo Moodelliar left his Kinsman the said Davaroya Moodelliar, and came to Madras, which last mentioned Circumstance took place about eighty —

And your Orator further Sheweth, that the said Randah

moodoo Moodelliar having no male issue, did request of this your Ora-
-tors Father, to give Orator in adoption to him the said Randah Mood-
-doo Moodelliar, to which he consented, and your Orator was accordingly
adopted, Conformable to the Forms and Ceremonys in Such cases
always performed, and which is Agreeable to the invariable Laws and
long established Customs amongst natives of India, And which
adoption your Orator is informed and verily believes did take
place in Madras, either in the Year One Thousand Seven hundred
and twenty four or One thousand Seven hundred and twenty Six,
at which time your Orator was about Seven years of age. And
your Orator further Sheweth, that a Deed of adoption Agreeable
to the usage of your Orators Cast was drawn out, and signed
by the parties contracting as is Customary in such cases, and the
said Deed of adoption being now mislaid, and not to be found,
must either remain with the Papers and papers of the said
Randah Moodoo Moodelliar deceased, and now in the poss-
-session of his said administrator, or must have been lost in the
French War during the year One Thousand Seven hundred and
fifty Seven; And your Orator further Sheweth unto this Honble
Court, that from such his adoption he has been Seperated from
his Father and family, and was maintained and educated by him
the said Randah Moodoo Moodelliar and acknowledged as his
adopted Son, and which adoption, as usual in these cases, did dis-
-solve all claim of your Orator from ever inheriting any
part of his Paternal Estate, nor has he inherited any part
whatever thereof, but the same did, upon the death of his Fa-
-ther (which happened about forty three or forty four years
after this adoption took place) descend to his other Brothers
Named Adaudan Mooroogapah, Valleydas, and Comara
-pah; And your Orator further Sheweth, that about two
years

years after the adoption of your Orator as aforesaid, the said Randah moo-
-doo Moodelliar your Orators Father, had a Son by his Wife which said
Son was called by the name of Comaroo Valloo, and that after
the Birth of the said Comaroo Vallo, the said Randah Moodoo
Moodelliar did not in the least abate from his Fatherly care
and protection of your Orator, but on the Contrary did often
and in the presence of many Creditable Persons Declare, that
your Orator was his adopted Son, and that the Cause of his having
so adopted your Orator was, on Account of his Wifes having had
no male issue for Several years and he thereby became fearful of
never after having and children, and that by reason of Such
adoption your Orator was by right entitled to one equal Moie-
-ty of his Estate along with his said Son Comaroo Vallo, and
your Orator further Sheweth unto this Honble Court, that after
your Orator had arrived to Years of Maturity, he the said Randah
Moodoo Moodelliar Caused your Orator to be joined in marrie-
-age with Allagatha one of his own near Relations, who af-
-ter her marriage did live along with your Orator, in the same
house with the said Randah Moodoo Moodelliar as part of
his family; And your Orator further Sheweth, that some
time afterwards the said Comaroo Vallo Moodelliar was
also joined in Marriage with one Vellauthall, and that all the
said Parties lived in one house, as one and the same Family,
without the least Distinction whatever Interest or of Pro-
-perty; and that some time afterwards the said Vellauthall
your Orators Brothers Wife, departing this life Issueless, he
did with the Consent of your Orator and the General appro-
-bation of the other branches of his Family, marry the said
Coyalaramah, who also continued to live in the said house
with your Orator and his family in harmoney and good
understanding

good understanding; untill some time in the year One Thousand Seven hundred and Seventy four; And your Orator further Sheweth that the family house formerly belonging to your Orator adopted Father Randah Moodoo Moodelliar, wherein your Orator and the said Comaroo Valloo had heretofore lived, was Demolished and raised to the Ground, by order of the Honble the East India Company, some time in the year One Thousand Seven hundred and Eighty, upon which your Orator and the said Comaroo Valloo, together with their familys resorted to Tranquabar, where resided on Account of the then Hostilitys with Hyder Alley, and the French; and that Some time afterwards say in the Year One Thousand Seven hundred and eighty four or One Thousand Seven hundred and eighty five, your Orator and the said Comaroo Valloo did return to Madras, and on their Arrival they were under the necessity of Accepting a House purchased sometime before by your Orator and his said Brother, where they remained for about three Years, and that then the said Comaroo Vallo did purchase a large piece of Ground near the house they lived in and built thereon three Houses in One of which your Orator and his Wife did live by themselves, on account of the Continual Differences and Disputes that arrose between your Orators Wife and the Wife of the said Comaroo Vallo (and where they still Continue to live) yet Notwithstanding these disputes the other Branches of the family were not seperated, as your Orators Sons named Mahapah, and Soobroy, with their Wifes, did live and Continued to live in another of the said three Houses along with the said Comaroo Vallo untill his Death; and the other of the said three Houses so built by Comaroo Vallo was

was let out to Rent and the Rent thereof was received and enjoyed by your Orator; And your Orator further Sheweth, that some time in the Year One Thousand Seven hundred and Eighty Nine the said Comaroo Vallo Departed this life Intestate leaving his Widow Cooyelaramah, ifsulph, and the said Cooyelaramah instead of adhearing to the Laws and Customs of your Orators cast, in Cases Similar to that now spoken off, she by the advice and at the instigation of Some evil minded Person or Persons (whose name or names when discovered your Orator prays may be made a party or parties to this his Bill of Complaint) did cause his Brother Narrain Moodelly (a person no way related to the said Randah Moodoo Moodelliar family) to apply to this Honble Court for Letters of Administration to the Estates of the said Comaroo Vallo deceased, as adopted Son to the said Deceased, and Letters of Administration were Accordingly Granted to the said Narrain Moodelly; and your Orator further Sheweth unto this Honble Court, that upon being acquainted thereof, your Orator Cited the said Narrain Moodelly to bring in and deliver to this Honble Court the Letters of Administration so granted as aforesaid, and to Shew Cause why the same should not stand revoked and other letters be granted to your Orator as Brother to the said Deceased; and he further prayed that Letters of Administration might pass unto him to the Estate and Effects of Randah Moodoo Moodelliar Deceased, as his adopted Son; In the interim the said Cooyelaramah seeing that ther Brother the said Narrain Moodelly would be dispossed of the said Administration so improperly by him obtained, did also in like manner Cite her said Brother Narrain Moodelly to bring in the said Letters and Shew Cause why the same should not stand revoked, and other Letters of Administration be granted to her as the Widow of the

the said Deceased, to which Citation the said Narrain Modelly did appear and Delivered into Court the said Letters of Administration to him so Granted and (as had been previously concerted between them) did consent to their being revoked, and others Granted to her the said Coyelaramah, which were accordingly issued, and the same duly passed the seal of this Honble Court on the Sixteenth day of May One Thousand Seven hundred and Ninety two. And your Orator further Sheweth that the said Coyelaramah did oppose the prayer of your Orator who solicited Letters of Administration to the Deceased Randah Moodoo Modelliar, and filed a Caveat to prevent the same passing the Seal of this Honble Court, pleading her right as Daughter in Law to the said Deceased, which she claimed as intitleing her to the said Letters in Preference to your Orator, who is the adopted Son of the Deceased; And your Orator further Sheweth that he being by the unjust conduct of the said Coyelaramah and her said Brother much reduced, did pray this Honble Court to admit him in forma Pauperis to Contest the Granting of the said Letters of Administration to the said Coyelaramah, but this Honble Court were of opinion that they could not admit a Pauper in Ecclesiastical Matters, and they did therefore refuse to Admit Your Orator, but granted Letters of Administration on the Sixteenth day of May One Thousand Seven hundred and Ninety two, to her the said Coyelaramah, and Ordered him your Orator to file his Bill of Complaint against the said Administratrix for any just and Lawfull Claim that he had upon the Estate of the said Randah Moodoo Modelliar, or upon that of the said Comaroo Vallee Modelliar; your Orator therefore having Shewn unto this Honble Court that he is not only the adopted Son of the said Randah Moodoo Modelliar deceased, and which he will in due time prove, but that he is also the only person now alive, who is allied in Blood in the male line to the said Randah Moodoo Modelliar deceased, as well as to the said Comaroo Vallee Deceased, as will more fully appear by a list of Consanguinity hereunto Annexed for the Inspection of this Honble Court and which he prays may be admitted as part of this his Bill of Complaint and Discovery; and therefore under this right he claims to be intitled both by Law and equity to the neat Value that shall or may arrise from the said two Estates upon securing to her the said Widow and administratrix a good and Sufficient Maintinance of food and raiment for her natural life, agreeable to the Laws and long established customs Amongst the Cast of your Orator and the said Coyelaramah time out of mind; your Orator therefore trusting in the justice of his Cause, doth humbly Contend that he is intitled to the neat property which shall arrise from the two Estates as aforesaid; and he hath frequently applyed to the said Coyelaramah in a freindly and Amicable Manner, and hath requested her to Settle and pay unto your Orator this his just demand which Your Orator judging from the best information he hath been able to collect varily believe will Amount to the before mentioned Sum of Eight Thousand Seven hundred and four Pagodas thirty three Fanams and Sixty Cash, Notwithstanding that the said Coyelaramah did with a wicked design (as your Orator believes) to injure and wrong him of his property, give in an estimate of the Estate of the said Randah Moodoo Modelliar to the Amount of no more than four hundred Pagodas; and also another estimate of the Estate of the said Comaroo Vallee Modelliar to the Amount of no more than three Thousand Pagodas, whereas the fact is that the two Estates together Amount to the fore said Sum of Eight Thousand Seven hundred and four Pagodas thirty

thirty three fanams and Sixty Cash, and as your Orator demands no more from the said Coyelaramah, then what Shall appear to be his just due, and with which reasonable request she obstinately and willfully refuses under various Frevilous Pretences to Comply; he therefore prays a General Relief such as to this Honble Court shall appear Agreeable to equity and good consience,

To the end therefore that the said Coyelaramah (as well as any other person or persons who by this Bill of Discovery may hereafter be made parties thereto) may, upon her, his, or their, Corporal Oath, full true direct and perfect Answer make to all and Singular the matters and things herein 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 deliver up to your Orator all the property of the aforesaid two Estates and which your Orator contends will amount to the aforesaid Sum of Eight Thousand Seven hundred and four Pagodas thirty three fanams and Sixty Cash.—

May it therefore Please this Honble Court to cause the said Coyelaramah as administratrix 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 appoint then and there to answer to this Your Orators Bill of Complaint and Discovery, and further to stand to and abide by such Order and Decree thereon as to this Honble Court Shall Seem Meet.—

Fort St. George

G. P. Cook
Atty for Complt.

The List of Consanguinity referred to in the annexed Bill Viz.

The Great Grand Father of the Complainant Called

Voogundaseha

had two Sons named

Vellaya Moodelliar — and — Coppya Moodelliar

— his Son was — — his Son was

Randah Moodoo Moodelliar — and his Son was — Devaroya Moodelliar — who had five Sons — Named

Comaroo Valoo Moodelliar — Adacalam — Moorgapah — Vellayada — Comarapah — and lastly the Complainant

who deed Intestate, leaving no issue or any Relation of the Male line except the Complainant.—

Allagapah

Allagapah

who was the Cousin (and adopted Son) of Randah Moodoo Moodelliar, and the Cousin (and Brother by adoption) of Comara Valoo Moodelliar, — is the only male Issue of the Blood of Randah Moodoo Moodelliar now living — his four Brothers above mentioned being deed.—

G. P. Cook
Atty for Complt.

Filed the 4th March 1793

The Plea and Answer of Cooja-
-ramah administratrix of all and
Singular the Goods Chattels Estate
and Effects of Randah Moodoo Mos-
-delly Deceased and also Adminis-
-tratrix of all and singular the Goods
Chattels Estate and Effects of Cona
-roo Valloo Moodeliar Deceased De
fendant — to the Bill of Complaint
of Allagapah Moodeliar of Madras
Inhabitant — Complainant —

This Defendent by Protestation not confessing or acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint Contained to be true in such Manner and form as the same are therein and thereby set forth and alledged for Plea thereunto saith that the escape and end of the Complainants Bill of Complaint is to Recover from this Defendant the Sum of Eight Thousand Seven hundred and four Pagodas Thirty three Fanams and Sixty Cash pretended to be the neat Value of the said Two Estates of the said Randah Moodoo Moodelly and Conaroo Valloo Moodeliar for which several Estates this Defendant is administratrix this Defendant for Plea thereunto saith that as the Complainant hath thought proper to bring his Action against this Defendant for a Compleated Sum of Eight Thousand Seven hundred and four Pagodas Thirty three Fanams and sixty Cash before she had delivered in her Inventory and Account Current of the said Two Several Estates into the Kings Ordinary of this Honble Court he should have stated and Shewn how and from whence he made out the said Sum which he pretends to be neat Value of the said Two Estates, that the Amount of the pretended Claim for which the Complainant hath sued may be ascertained — for want of which Certainly the said Complainant be his Right thereto ever so clear, but which this Defendant doth not in any wise admit cannot maintain his present Action and therefore this Defendant doth plead the said matters and things in abatement to the Complainants Right of Action against this Defendant by reason of the uncertain and consequently Informal manner in which he hath brought his action and prays the Judgment of this Honble Court whether she should be obliged to make any further or other Answer to the Complainants Bill and this Defendant in no wise waving her said Plea but fully relying and insisting thereon for answer to the Residue of the Complainants Bill or unto such parties thereof as this Defendant is advised to be Material or necessary for her to make answer unto She answereth and saith that she absolutely denies to stand indebted unto the Complainant in the Sum of Eight Thousand Seven hundred and four Pagodas Thirty three fanams and Sixty Cash or in any other Sum or Sums of Money whatever and this Defendant verely believes that the Complainant has brought his action against this Defendant more out of Envy, Private Pique and Resentment than with any expectation of Recovering any specifick sum of Money — This Defendant for further answer saith that the assertion of the Complainant that he is the adopted Son of the said Randah Moodoo Moodelly and Brother to the said Conaroo Valoo Moodeliar is entirely false and unfounded and this Defendant saith that for the Reasons hereinafter set forth She is Lawfully entitled to possess herself of the whole Estate (whatever it any be) of the said Randah Moodoo Moodelly and of Conaroo Valoo Moodeliar Deceased and the Complainant

hath no Right or Title whatever to lay any Claim to or interfere with the same — This Defendant for further answer saith that she is surprised at the Audacity of the Complainant for Com-posing and bringing forward before a Court of Justice such a Table of Consanguinity as that which is annexed to his Bill of Complaint which this Defendant saith is altogether Groundless and Contrary to truth and Calculated by the Com-plainant merely with a view to give some feigned Colour to maintain his Unjust and illegal Action against this De-fendant — This Defendant for the satisfaction of this Honble Court therein prays leave to annex hereunto a Table of Consan-guinity of the Generation of this Defendants Husband Connaus Vallee Moodeliar and of this Defendants Father in Law Randah Moodoo Modelly by which this Honble Court will understand how Opposite and different it is from that which the Com-plainant hath annexed to his Bill of Complaint and this Defendant saith that she is at all times Ready to prove by the most Res-pectable and Oldest Inhabitants of the Settlement that the said Table of Consanguinity which is annexed to this her Answer is Just and true — This Defendant further saith that neither she nor any other Person did ever hear or understand (except by the Complainants Bill of Compliant) that the said Randah Moodoo Modelly was the Son of Vallaya Modelliar or that he ever had any Uncle named Copiah Modeliar as is falsely stated in the Bill of Complaint This Defendant — saith that it is notoriously known that the Father of the said Randah Moodoo Modelly was named Hoyandanchy Mod-deliar whose Father was named Yakanasooray Modeliar

This Defendant for further Answer saith that She denies that the said Complainant was at the time mentioned in

in the Bill of Complaint or at any other time whatever adopted by the said Randah Moodoo Moodelly nor was ever any Deed of adoption drawn out and signed by the said Randah Moo-doo Moodelly and as to the Pretence of the Complainant that the said Deed of adoption is now mis laid and that it must either be with the Cadjan and Papers of the said Randah Moodoo Moodelly or must have been lost in the Franch War during the Year One Thousand Seven hundred and fifty Seven the same is entirely Groundless for this Defendant saith that such Deed of adoption is not to be found among the Cadjans and paper of the said Randah Moodoo Moodelly nor can this Defendant imagine how it can be in existence when it was never drawn or signed by the said Randah Moodoo Moodelly —

This Defendant saith that in the Year of Christ One Thousand Seven hundred and Thirty four a great Famine prival led at Madras when the Complainants Father Davarayen brought the Complainant to the said Randah Moodoo Moodelly and declared he was not able to maintain his son and therefore requested the said Randah Moodoo Moodelly to take him as a Servant and to allow him Cloaths and Victuals to which the said Randah Moodoo Moodelly did Agree and took the Complainant into this House who lived with him for about Twinty three Years and was always Considered as a servant and was treated as such which this Defendant will prove to the satisfaction of this Honble Court —

This Defendant for further answer saith that she doth not know nor does it concern her if the Complainant deserved his Claim for inheriting his Paternal Estate as stated —

stated by him in his Bill of Complaint but this Defendant saith that She has been credibly informed and verily believes that the Complainants Father died in the Southward quite insolvent

This Defendant denies that the said Comarco Valoo Modeliar who was this Defendants Husband was born about two Years after the Complainants Pretended adoption took place for this Defendant saith that when the said Randah Moodoo Modelly took the Complainant into his House he had then a Daughter named Maliatah of the Age of fourteen Years and a Son the said Comarco Valoo Modeliar who was then of the Age of Eleven Years and therefore the Assertion of the Complainant that the said Randah Moodoo Modelly adopted him under an Apprehension that he would never have any Children is false This Defendant also denies that the Complainant was married before the first marriage of this Defendants Husband Comarco Valoo Modeliar for this Defendant saith that the first Marriage of this Defendants said Husband was performed in the year of Christ One thousand Seven hundred and forty one and the Complainant did not Marry till the year One thousand Seven hundred and fifty seven as will be hereafter more fully explained and this Defendant also denies that Allagatha the Wife of the Complainant was a Relation to the said Randah Moodoo Modeliar on the Contrary the said Allagatha was a near Relation to the Complainant but no Relation to the said Randah Moodoo Modelly—this Defendant saith that the said Comarco Valoo Modeliar was married to Vellanthalk his first Wife in the Year of Christ One thousand Seven hundred and forty one and she departed this life in the year of Christ One thousand Seven hundred and forty five without Issue and in the year of Christ One Thousand Seven hundred and forty nine the said Comarco Valoo Modeliar was married a second time to this Defendant by and with the Consent and approbation of his Father the said Randah Moodoo Modeliar but this Defendant saith as She hath already said that the Complainant was but a Servent of the said Randah Moodoo Modeliar and while he was in that Situation it is not probable that he gave his Concent as stated in his Bill of Complaint this Defendant saith that after she was married to the said Comarco Valoo Modeliar she left her Fathers House and went and lived with her Husband who then lived with his Father, when the Complainant used to serve in the House as a Servent and that some hundred and fifty seven the Complainant expressed his wish and inclination to be married to the said Allagatha one of his own near Relations to which the said Randah Moodoo Modeliar consented and accordingly the Complainant was married, and the said Randah Moodoo Modeliar out of Gratitude for the long Services of the Complainant paid the Expenses of the Wedding and a few days after he getting the Service of the said Randah Moodoo Modeliar and lived Separate—This Defendant further saith that in the Year of Christ One Thousand Seven hundred and Eighty on account of Wars Hostilities this Defendant and her Husband Resorted to Tranquebar and some time after her Residence there she saw the Complainant but they never lived together—and this Defendant further saith that while she and her Husband were at Tranquebar they had intelligance—

That

that the Houses of the said Randah Moodeo Modeliar which were situated on Ry hill were pulled down by order of the Government of Fort Saint George

This Defendant further saith that in the year of Christ One Thousand Seven hundred and Eighty two she and her Husband Returned to Madras and lived in a Small House purchased by the Defendants Husband out of his own Individual fortune and not Jointly by the Complainant as he hath stated in his Bill of Complaint nor did he live together or have any Connection whatever with this Defendant and her Husband This Defendant admits that her Husband did Purchase a large Piece of Ground and that he built thereon three Houses, in one of which the Complainant and his Family lived, but in order to shew to this Honble Court how they came to live in one of the Houses, this Defendant saith that after her said Husband built the said three Houses he took into his Service two Sons of the Complainant named Mudiapen and Choopen one of them at the Monthly Wages of One Pagoda and the other without Wages and in Consideration of their goods behaviour this Defendants Husband permitted them to Occupy one of the House and as the Complainant at the time was not in a Situation to take an House for Rent he did therefore with the previous Consent of this Defendants Husband live with his Sons - This Defendant denies that the Complainant ever Received or Enjoyed the Rents of one of the said Houses As the Contrary this Defendants Husband during his life time always Received and enjoyed the Rents and profits thereof but after his Death and while there was a Contest Between the Complainant and this Defendant respecting the said Right of Administration one of the Complainant said Son named Mudiapen spoke to Cottah Vel Appah Dofs the Tenant who Occupied one of the said Houses not to pay the Rent to this Defendant until the said Right of Administration was determined by this Honble Court - but after the Matter was decided in this Defendants favor and she Obtained Letters of Administration, she filed a Bill against the said Cottah Vellapah Dofs for six Months Rent and Recovered the same from him as will appear by the Records of this Honble Court - This Defendant Admits that her Husband departed this life some time in the Year of Christ One Thousand Seven hundred and Eighty nine without Issue but this Defendant saith and will in due time prove to the satisfaction of this Honble Court that in the year of Christ One Thousand Seven hundred and Seventy seven her Husband for want of Issue did take this Defendants Brother Narrain Moodelly for his adopted Son and the Ceremonies thereof were performed in the most Solemn Manner Conformable to the Laws and Customs of their Cast and in the presence of their Cast People whowere assembled for that purpose and signed the said Deed of Adoption a Copy of the Translation whereof is hereunto annexed for the Inspection of this Honble Court and prayed by this Defendant to be taken as part of this her Answer the Original being in this Defendants possession and ready to be produced to this Honble Court when Required - This Defendant saith that if it be true as the Complainant states that he was adopted by the said Randah Moodeo Modelly which this Defendant by -

by no means admits why did not the Complainant (who was a Neighbour to this Defendants Husband and attended the Ceremonies of the said Adoption) prevent this Defendants Husband from adopting this Defendants Brother and why did he not also prevent the Cast People from singing the said Deed of Adoption which he has not done nor was it in his Power to do while this Defendants Husband was alive for in his Conscience Knew that he was no more than a Common Servent of the said Randah Moodoo Modeliar which this Defendant hopes to prove to the satisfaction of this Honble Court — This Defendant Admits that an application was made by the said Narrain Modelly to this Honble Court in its Ecclesiastical for Letters of Administration to the Estate of the said Comaroo Valoo Modelly as he adopted Son and that the application as Stated in the Bill of Complaint was made by the Complainant and also by this Defendant and that the Several Proceedings Passed thereon as stated in the Bill of Complaint but denies that the said Narrain Modelly or this Defendant had done so by the Instigation of any evil minded Persons or with any Concerted View to injure the Complainant or deprive him of his Rights this Defendant saith that She in justice to herself was obliged to pursue those legal measures in order to Attain those Rights to which she was by Law and Equity Entitled —

This Defendant for further answere saith that she hath herewith delivered the Inventories of the two Estates of Ramdaka Moodoo Modelly and Comaroo Valoo Modeliar the former being the Father in Law and the latter the Husband of this Defendant and this Defendant saith that the time for delivering in the Accounts of the said two Estates is not yet elapsed and therefore she cannot with any degree of propriety take upon herself to Ascertain the exact Amount of the said Two Estates but as far as this Defendant is able to Judge she is Certain that the said two Estates cannot exceed above Four Thousand five hundred or Five Thousand Pagodas at most ever suppose she should Recover all the Outstanding Debts of which she hath very little hopes as may of the Creditors are insolvent —

All which Matters and things this Defendant is ready and willing verify maintain and prove as this Honble Court shall direct and humbly Prays to be hence dismissed with her Reasonable Costs and Charges in this behalf most wrongfully sustained —

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

Bopham
R. Williams
Attys for Defendt —

The Table of Consanguinety Referred to in the foregoing answer —

Yaken as soever Modeliar had one Son named

Hoogandauchy Modeliar who also had only one Son named

Ramdah Moodoo Modeliar otherwise called Moota Pittay who also had but one Son named

Comaroo Valoo Modeliar who was the Defendants Husband and died without Issue —

A true Copy
Bopham
R. Williams

Translation of a Deed of adoption Dated 22d. Vyaury of Vulam by Yaw Answering to Anno Domini 2d. June 1778 —

I Cantapermoodel pittay Son of Letchumana pittah of the Lineage of Aloonchuda pittay of Nerrmanam Catalayn and —

and all his Copartners do give this Deed of adoption to Comara Vail
pillah Son of Mootapillah of the lenage of Nallua pillah In
habitant of Sholavanam in the Country of Tolamandalam
of Sholian Cast that is to say—

I have given Narrain pillah the Son of my Elder Father
in adoption and granted to you the Deed thereof as your Son and
Heir to your Money and debts in the presence of the Cast people
and the Brahmines as the Narrain pillah being adopted by
you as your Son we have no Manner of right to his Money
& Debts Thus I Catapermal pillah have Voluntarely given
this Deed of adoption to Comaravala pillah drawn by Venca
chelam—

mr Catapermal

Witnesses Signed
Soobramanin
Vadapan
Verapan
Marked Mauracpillay
Sigd Soondaramoorthy
and Verapillah
P. Mostian

A True Translation as near as can be
from the Malabar Language—
Ranganaudam
Interpreter
a true Copy
Popham
A Williams

Filed 4th april
1793

The Replication of Alla
gapah Moodelliar of Madras In
habitant Complainant, to the Plea
and answer of Cooyelaramah,
administratrix of all and singu
lar the Goods, Chattles Estate, and
Effects of Randah Moodoo Moo
delliar deceased, and also admi
nistratrix of all and singular the
Goods Chattles Estate and Effects,
of Comaroo Vellee Moodelliar
deceased Defendant—

This Repliant now and at all times here
after, saving and reserving unto himself all and all manner of
benefit and advantage of exception, to the manefast errors, un
truths uncertainties insufficiencies, and imperfections in the
said Plea and answer contained, for Replication thereunto, or
unto so much thereof as he is advised is material or necessary
for him this Repliant to make answer unto, saith, that this Bill of
of Complaint and Discovery and all and singular the matters
and things therein are good true, certain, and sufficient in the
law to be answered unto in such manner and form as the same
are therein and thereby set forth and alledged, and that the answer
of the said Defendant, is very untrue, evasive, and insufficient;
and this Repliant further saith, that he doth aver, and will in
due time prove, that the neat value that shall or may arrise
from the two Estate as set forth in his this Repliants Bill of Com
plaint and Discovery in the property, of this Repliant, subject
nevertheless to the Conditions as therein are stated; and this
Repliant in answer to the Plea attempted to be set up by the said
Defendant—

Defendant saith, that the scope and end of this Repliants Bill of Complaint and Discovery was not as the Defendant untruly states it to have been, to recover from the Defendant the specific sum of Eight Thousand Seven hundred and four Pagodas thirty three Fanams and sixty Cash, under a pretended value of the two Estates of the Intestates Randa Moodo Moodelly, and Comara Valoo Moodelly; but it was as is in the said Bill expressed, to recover the Neat Value that should or might arrise from the said two Estates after allowing the Administratrix a sufficient maintainance therefrom and which Estates the said Bill did charge; and which this Repliant will maintain, and in due time prove, doth amount to the said sum of Eight Thousand seven hundred and four Pagodas, thirty three Fanams, and sixty Cash, and upward; and this Repliant saith, that the true intent and meaning of him this Repliant in filing his Bill of Complaint and Discovery was to oblige the Defendant to render him that justice which he had long, and by all possible means sought for in vain, from the Defendant, who presuming on his this Repliants poverty and unprotected situation, refused to give him any the least account of the affairs of his deceased Father, and Brother; neither would she the Defendant deliver an Inventory of the Effects into this Honble Court, altho she had sworn so to do; therefore this Repliant in hopes of forcing her the Defendant to do her duty, did charge her in his Bill of Complaint with the amount of Such property only, as he this Repliant knew to be in her the said Defendants possession; and which amounted to the aforesaid sum of Eight Thousand seven hundred and four Pagodas thirty three Fanams and sixty Cash; and this Repliant saith, that she the Defendant finding herself called upon before this Honble Court, hath thought proper to bring in along with her Answer to this Repliant bill of Complaint and Discovery, an Inventory of the aforesaid Effects, in which she has allowed many of the articles with which this Repliant

Repliant in his calculation of the amount of Eight Thousand seven hundred and four Pagodas thirty three Fanams and Sixty Cash, did charge her, and several others, which he this Repliant knows and will prove to have been in her the Defendants possession at the time of the deceased of Comaroo Valoo Moodelliar, she hath thought proper to conceal; But in order to place the fact before this Honble Court in a clear point of view, this Repliant craves leave to invent the following statements, by which will be seen the particular items in the calculation made by this Repliant, and charged in his Bill of Complaint, as aforesaid; and what part of them she the Defendant hath thought proper to conceal in her Inventory now produced. Viz.

An account of part of the Estate and Effects of Randa Moodoo Moodelliar, and Comaroo Valoo Moodelliar deceased which this Repliant knows, and will in due time prove, to have been in the possession of the Administratrix Cooyelaramah the present Defendant, at the time of the decd of the said Comaroo Valoo Moodelliar.—

	Pr	₱	Cr
One Bond of Soobramaniae Moodelly	100	—	—
One Dº of Varadarajan Moodeliar	200	—	—
one other Dº	100	—	—
	300	—	—
One Bond of Moodoochistna Chitty	1000	—	—
One Dº Saumy Pillay balance due thereon	300	—	—
One Dº of Condapah Chitty	600	—	—
Another Dº	450	—	—
another Dº	600	—	—
Another Dº	83	—	—
Another Dº	200	—	—
	1733	—	—
One agreement from Chinyah Pilla	60	—	—
Carried Over	3693	—	—

account of what the Defendant by her Inventories filed the 6 March 1771 acknowledges to have in her possession

Viz.

One Bond of Soobramaniae Moodelly as p. Contra	3	100	—
		300	—
		1000	—
		100	—
		1733	—
		60	—
Carried Over		3493	—

Brought Over Pagodas 3693—

One House and Ground the fair value of which is	900—	
One Do	900—	
another Do	567—	
another Do	200—	2567—
Title Deeds of 4 Houses which were destroyed by Order of the Company in the Year 1780 and on which they have recorded in their Books to be due to the Estate		1044.33.60.
Venkatarayloo Bond	500—	
Chetterns Do	200—	
Tandaraya Pillays Bond	100—	
Household Furniture Joys Wearing apparels Utensils and other Brass and Copper things &c	600—	
	1800—	
Pags	8704.33.60.	

admitted but not Valued

Brought Over Pags 3693—

	400—
	650—
	200—
	50—
	1300—
Pags	4993—

Remmentioned
Do
Do

a very few articles only are inserted in the Inventory but upon which no Value is affixed

And this Repliant saith, that in the four last articles admitted by the Defendant, but which she says amount to no more than the sum of One Thousand three hundred Pagodas, there is an manifest and wilfull error, because this Repliant saith, that to his own knowledge, and in support of which, he is ready to bring sufficient proof, his deceased Brother Comaros Valoo Moodelly did about eight Years ago, pay for the ground on which the said Houses were by him Built, upwards of One Thousand Pagodas; and this Repliants doth aver, and will maintain, that the said four Houses are at this time justly and truly of the Value, by this Repliant affixed, upon them, say Two Thousand five hundred and sixty seven Pagodas and upwards. And this Repliant further saith, that altho the Defendant admits that she has in her possession the title Deeds of the four Houses which

which were destroyed by order of the Honble the East India Company, and which were situated on Hog Hill, yet she does not state them to be of any Value, at the same time he this Repliant saith, that the sum of One Thousand and forty four Pagodas, thirty three fanams and sixty Cash, is actually recorded in the Books of the Honble the East India Company as being due thereon; and with which she the Defendant could not possibly by unacquainted. and this Repliant saith, that three Bonds as specified by this Repliant in the foregoing account, and stated to be of the Value of Eight hundred Pagodas are not any where admitted by the Defendant as being in her possession, notwithstanding this Repliant doth aver and is ready to prove that the same were in her the Defendants possession at the time of the decease of the said Comaros Valoo Moodelly — And this Repliant further saith, that the estimation of Six hundred Pagodas put by him upon the House hold furniture Joys, Wearing appearel &c of the deceased was a very Moderate Valuation al'tho the Defendant has given an Account of of only a very few Articles; And this Repliant doth say and will maintain, that the Inventories delivered by the Defendant into the Registry of this Honble Court, on the fourth day of March 1811 stating them as the "Inventories of the Estate and Effects of the late Randah Moodoo Moodelly, and Comaros Valoo Moodelly, which came to the hands, knowledge, and possession, of the Administratrix Cayelaramah" are not just Inventories, because they do contain only a part of the Estate and Effects of the said deceased, as he this Repliant hath herein before shewn, and will in due time fully prove; And this Repliant further saith that he cannot in this place refrain from stating to this Honble Court, that the Defendant appears evidently conscious that her Inventories

so

so delivered into the Registry of this Honble Court as aforesaid, are
not true ones, for in her Answer to this Repliants Bill of Complaint
and discovery, she screenes herself (as she imagine) from any ill
consequences, in case her present Inventories are shewn to be un-
just by saying "that the time for delivering in the Accounts of the
two Estates is not yet elapsed, and therefore she cannot with any
degree of propriety take upon herself to ascertain the exact amount
of the said two Estates" whereas the truth is, that she had it fully
and compleatly in her power to have delivered into this Court,
an exact account and Inventory, had she been reminded; for this
Repliants says, that one of the said Intestates hath been dead
upwards of twenty Years, and the other upwards of three Years,
therefore this Repliant doth humbly contend, and submit, to the
judgment of this Honble Court, whether there is the most distant
reason to believe the assertion of the said Defendant "that she
could not deliver into the Registry a perfect account of the Amount of
the said two Estates," instead of the Imperfect one which according
to her own shewing she clearly hath done—

And this Repliant further saith that he doth ever and
will maintain, and in due time fully prove, that he this Repli-
cant is the adopted son of the said Randah Moodoo Moodelly, and
Brother to the said Comaroo Valoo Moodelly as in his Bill of
Complaint and Discovery is fully stated, and set further, and
that therefore the assertion contained to the contrary in the Answer
of the Defendant, is false, and groundless; and this Repliant saith,
that notwithstanding the surprize of the Defendant at his this
Repliants "audacity" for stating his Table of Consanguinity,
and annexing the same to his Bill of Complaint and discovery
yet he this Repliant knowing the same to be just and true, he
will maintain and support it, and will by so doing shew the
falshood of that Table now attempted to be set up by the Defendant,
and this Repliant saith, that he humbly presumes it cannot
escape the notice of this Honble Court, that the Defendant
in her answer sweares to many circumstances which upon
a moments reflection it must plainly appear she could
not in the nature of the case have in any wise known, or have
been in the smallest degree acquainted with; for in answer to
that part of this Repliants Bill of Complaint and Discovery
wherein he shews the manner how, and time when, he was
adopted, by the said Randah Moodoo Modelliar she the De-
fendant doth reply in the following words Viz.—

„This Defendant for further answer saith that she denies that
„the said Complainant was at the time mentioned in the Bill
„of Complaint, or at any other time whatever adopted by the said
„Randah Moodoo Moodelly nor was ever any Deed of adoption
„drawn out and signed by the said Randah Moodoo Moodelly, and
„as to the Pretence of the Complainant that the said Deed of
„adoption is now mislaid, and that it must either be with the
„Cadjans and Papers of the said Randah Moodoo Moodelly
„or must have been lost in the French War during the Year One
„Thousand Seven hundred and fifty Seven the same is entirely
„Groundless, for this Defendant saith, that such Deed of
„adoption is not to be found among the Cadjans and papers
„of the said Randah Moodoo Moodelly nor can the Defendant
„imagine how it can be in existence, when it was never drawn
„or signed by the said Randah Moodoo Moodelly.—

„This Defendant saith that in the year of Christ One Thousand
„Seven hundred and thirty four a great Famine prevailed at
„Madras When the Complainants Father Davarayen
„brought the Complainant to the said Randah Moodoo
Moodelly

"Moodelly, and declared he was not able to maintain his son, and
"therefore requested the said Randah Moodoo Moodelly to take
"him as a Servant, and to allow him Cloaths and Victuals, to
"which the said Randah Moodoo Moodelly did agree, and took
"the Complainant unto his House who lived with him for
"about Twenty three Years, and was always considered as a ser-
"vant and was treated as such, which this Defendant will
"prove to the satisfaction of this Honble Court."

Now this Repliant saith, that the forgoing account being of circumstances which according to the Defendants own shewing, took place many Years before she the Defendant was born, little faith ought to be placed on such a relation, for she the Defendant doth not speak of the circumstances as things of which she had heard, or had been informed, but she positively sweares to what passed in the Year One Thousand Seven hundred and thirty four, as being within her own knowledge; since which date near sixty Years hath elapsed, notwithstanding she the Defendant is not more than about forty Years of age; and this Repliant saith, that the adoption of him this Repliant by the said Randah Moodoo Moodelly did take place as is by him this Repliant in his Bill of Complaint and discovery set forth, and that he was thereupon seperated from his Father and family, and was maintained and educated by the said Randah Moodoo Moodelly, and acknowledged by him as his adopted son, and which adoption as is usual in those cases, did dissolve all Claim of this Repliant from ever inheriting any part of his paternal Estate, and this Repliant saith, that the deceased Comaroo Valoo Moodelly was born on or about the time as is by this Repliant in his Bill of Complaint set forth nor had the said Randah Moodoo Moodelly any

any son at the time of his this Repliants adoption notwithstanding all that she the Defendant hath been bold enough to declare to the contrary; and this Repliant saith, that the said Randah Moodoo Moodelly did cause this Repliant to be joined in Marriage with Allegatha one of his relations as in his Bill of Complaint and discovery is stated, and that the Families did resort to Tranquebar, and did afterwards live together in manner as is therein mentioned, altho' the same is denyed by the Defendant, in her Answer, and this Repliant saith that he and his wife did live in one of the houses built by Comaroo Valoo Moodelly as is by him in his Bill of Complaint set forth, and this Repliant saith, that the death of his Brother the said Comaroo Valoo Moodelly did take place about the time as by him this Repliant is set forth in his Bill of Complaint and Discovery and that the obtaining of letters of Administration to his Estate, was attended with the circumstances as are by him in his Bill of Complaint set forth -

All which matters and things this Repliant is ready to averr maintain and prove this Honble Court as they shall direct and humbly prays as he has already prayed in his Bill of Complaint -

J. P. Cook

atty for the Compl.t

Filed 21st May 1793

The Amended Rejoinder

of Coolaramah of Madras Widow and administratrix of Comalo Valos Moodelliar Deceased as also of Randah Moodoo Moodelliar to the Replication of Alagapah Moodelliar of Madras Inhabitant Defendant.

This Defendant now and at all times hereafter saving and reserving to herself all and all manner of benefit and advantage of Exception to the Many Errors Uncertainties Insufficiencies and imperfections in the Complainants said Replication contained for Rejoinder there unto saith that she will ever Justify maintain and prove her said answer to the Repliants 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 alleged and that the said Replication is very untrue Evasive and insufficient in the Law to be by this Defendant rejoined unto for divers defects and imperfections therein contained and for further Rejoinder this Defendant denies as she already hath done in her Plea and Answer to the Bill of Complaint to be indebted to the Repliant in the sum of Eight Thousand Seven hundred and four Star Pagodas thirty three fanams and Sealy Cash or any other Sum whatever nor can this Defendant allow that any matter

on matter has been shewn by him wherein he can make any such further claim and for further Rejoinder This Defendant saith that she positively denies that the Repliant is either the adopted Son of the said Randah Moodoo Moodelly Deceased or the Brother of the said Comaroo Valoo Moodelliar Deceased and saith that for the Reasons mentioned in this Defendants Plea and answer and in this her Rejoinder she is lawfully intitled to possess herself of the whole of the real and personal Estates of both the said Randah Moodoo Moodelliar and the said Comaroo Valoo Moodelliar Deceased Notwithstanding what the Repliant hath in his Bill of Complaint and Application Charged to the Contrary for in the first place this Defendant saith that the Table of Consanguinety Annexed to the Repliants Bill of Complaint is defective and incorrect This Defendant saith to wince how ready and willing she is at all times to shew a fair Account of the Estate of her deceased Husband since she hath had the Management thereof she hath delivered in an Inventory and Account before the time Limited in the Oath this Defendant had taken as Administratrix of the said Estate with which the Repliant hath no concern and therefore hath no right to call this Defendant to an account before this Honble Court

This Defendant altho she is sensible she is not Compellable to Answer the Objections set up by the Repliant as to the pretended undervalue Suggested by him to have been made by this Defendant in the Articles mentioned in the Inventory annexed to this Defendants Plea and Answer Yet this Defendant is willing to give every Explanation in her Power to satisfy this Honble Court as to the truth of the said Inventory and first the Sum of

One

Filed 21st May 1793

The Amended Rejoinder

of Coolaramah of Madras Widow and administratrix of Comalos Valos Moodelliar Deceased as also of Randah Moodoo Moodelliar to the Replication of Alagapah Moodelliar of Madras Inhabitant Defendant.

This Defendant now and at all times hereafter saving and reserving to herself all and all manner of benefit and advantage of Exception to the Many Errors Uncertainties Insufficiences and imperfections in the Complainants said Replication contained for Rejoinder there unto saith that she will ever Iustify maintain and prove her said answer to the Repliants 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 forem as the same are therein and thereby set forth and alleged and that the said Replication is very untrue Evasive and insufficient in the Law to be by this Defendant rejoined unto for divers defects and imperfections therein contained and for further Rejoinder this Defendant denies as she already hath done in her Plea and Answer to the Bill of Complaint to be indebted to the Repliant in the sum of Eight Thousand Seven hundred and four Star Pagodas Thirty three fanams and Twenty Cash or any other Sum whatever nor can this Defendant allow that any matter has been shewn by him wherein he can make any such further claim and for further Rejoinder This Defendant saith that she positively denies that the Repliant is either the adopted Son of the said Randah Moodoo Moodelly Deceased or the Brother of the said Comaroo Valoo Moodelliar Deceased and saith that for the Reasons mentioned in this Defendants Plea and answer and in this her Rejoinder she is lawfully intitled to possess herself of the whole of the real and personal Estates of both the said Randah Moodoo Moodelliar and the said Comaroo Valoo Moodelliar Deceased Notwithstanding what the Repliant hath in his Bill of Complaing and Replication Charged to the Contrary for in the first place this Defendant saith that the Table of Consanguinety Annexed to the Repliants Bill of Complaint in defective and incorrect This Defendant saith to witness how ready and willing she is at all times to shew a fair Account of the Estate of her deceased Husband since she hath had the Management thereof she hath delivered in an Inventory and Account before the time Limited in the Oath this Defendant had taken as Administratrix of the said Estate with which the Repliant hath no concern and therefore hath no right to call this Defendant to an account before this Honble Court This Defendant altho she is sensible she is not Compellable to Answer the Objections set up by the Repliant as to the pretended undervalue Suggested by him to have been made by this Defendant in the Articles mentioned in the Inventory annexed to this Defendants Plea and Answer Yet this Defendant is willing to give every Explanation in her Power to satisfy this Honble Court as to the truths of the said Inventory and first the Sum of One

One hundred Pagodas as mentioned in the said Inventory is the real Sum due by Sawmy Pillah the Person therein Named and not the sum of three hundred Pagodas as is falsely stated by the Repli-cant and the sum of One Thousand three hundred Pagodas the value of four houses also mentioned in the said Inven-tory this Defendant saith is the exact Sum, and for the amount of which this Defendant doth to this day pay the Honble Company quit Rent this Defendant saith that she has not in her possession an Obligation of One hun-dred Pagodas in the Name of Sandary Pillah — This Defendant further saith that she could not put any valueation on the four Houses mentioned to have pulled down by order of the Government of Fort Saint George as the Amount thereof is not to this day ascertained or paid by the Honble Company and therefore impro-per to Credit the Estate with, as to the two Items of Five hundred Pagodas and two hundred Pagodas the Obliga-tions of two Persons therein named the same were sold and assigned over by this Defendant to Narrain Moodelly an Account of the uncertainty of the recovery of the Amount thereof and with which Money this Defendant hath built a House since the death of the said Canaro Vallo Moodelliar Deceased, and which is mentioned in the said Inventory and as to the House hold furniture — This Defendant saith it does not in the whole Amount to one Seaventh part of what the Repliant has mentioned in his Replication and this Defendant lastly saith that all and every other the Mat-ters and things mentioned in the Repliants Replication which is for the most part an unwarrantable recapitulation of the forgoing pleadings and to which this Defendant hath not particularly Rejoinder unto are Irrelevent to the matters in question in this cause and therefore unnecessary and improper for this Defendant to Rejoin unto —

All which matters and things this Defen-dant is ready to averr Maintain and prove in such Man-ner and form as this Honble Court shall direct and therefore humbly prays as before in his said Answer he hath al-ready prayed —

Popham } Attornies for
Williams } Defendant

Interrogatories to be administered to such Witnesses as shall be produced Sworn, and examined, on certain cause, now depending, and at issue in the Honble the Mayors Court at Madraspatnam, wherein Allagapah Moodelliar of Madras Inhabitant, is Complainant, and Cailas-wamah Administratrix of Randah-Moodoo Moodelliar Deceased, and also Administratrix of Canaro Vallo Moodelliar Deceased, is Defendant, on the part and behalf of the above na-med Complainant —

1st Interrogatory
To all the Witnesses

Do you or Do you not know the Complainant and Defendant in the title of these Interrogatories named if

if yea, how long have you so known them, or either and which of them Declare?

2d Interrogatory
To Valawooda Mood.r } ..... Do you or Do you not know of the Complainant in the title of these Interrogatories named, being adopted by the Deceased Randah Moodoo Moodelliar, if yea what do you believe to have been the Cause that induced him the said Randah Moodoo Moodelliar to make such adoption, was it or was it not, to the best of your belief, by reason of his not having at that time any male issue, or how, and was there or was there not, a deed of adoption drawn out and executed by the parties, if yea, did or did you not subscribe your name as one of the Witnesses thereto, if yea, who else subscribed their names to the said deed of adoption, Declare the whole circumstances, to the best of your knowledge, Recollection, and belief together with the reasons for such your belief?

3d Interrogatory
To Soppala Pillah and Chinglera Mood.r } ..... Were you or were you not neighbour to Randah Moodoo Moodelliar Deceased, the person named in the title of these Interrogatories, if yea, did or did not the said Randah Moodoo Moodelliar often tell you that the Complainant in the title of these Interrogatories Named, was his adopted Son, if yea what reasons did he assign for such his adoption, did he or did he not say that because of his not having any male issue he did adopt the Complainant, who was his Nephew, or how otherwise, declare the same to the best of your knowledge recollection and belief.

4th Interrogatory
To Vallayooda Mood.r and Ammoo ..... } ..... Do you or Do you not know, and have you or have you not very often heard speak of the ancient family of the deceased Randah Moodoo Moodelliar, if yea was or was not Voogundaucha Moodelliar his Grand Father, if yea had he or had he not two Sons, what were their Names were they not Vellaya Moodelliar, and Coppayah Moodelliar if yea was or was not Randa Moodoo Moodelliar the Son of Vellaya Moodelliar and was or was not Davaroy Moodelliar the Son of Coppayah Moodelliar and is or is not the Complainant named in the these interrogatories the Son of the said Davaroyah Moodelliar, if yea Declare the same to the best of your knowledge recollection, and belief, together with your Reasons for such your belief.

Last Interrogatory
To all the Witnesses } ..... Do you know of any other matter or thing, or have you heard, or can you set forth any thing touching the 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 heard, or do believe together with the reasons of such your belief, as fully and particularly as if you had been thereunto particularly Interrogated.

G. P. Cook
Atty for Compl.t

Mayors Court at
Madraspatnam

Between Allagapah Moodelliar of Madras Inhabitant is Complainant and Coilaramah Administratrix of Randah Moodoo Moodeliar Deceased and also Administratrix of Comaroo Valoo Moodeliar deceased is Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and

if yea, how long have you so known them, or either and which of them Declare?

2d Interrogatory
To Walaw[illegible]a Mod.r } ..... Do You or Do you not know if the Complainant in the title of these Interrogatories named, being Adopted by the Deceased Randah Moodoo Modelliar, if yea what do you believe to have been the Cause that induced him the said Randah Moodoo Modelliar to make such adoption, was it or was it not, to the best of your belief, by reason of his not having at that time any male issue, or how, and was there or was there not, a deed of adoption drawn out and executed by the parties, if yea, did or did you not subscribe your name as one of the Witnesses thereto, if yea, who else subscribed their names to the said deed of adoption, Declare the whole circumstances, to the best of your knowledge, Recollection, and belief together with the reasons, for such your belief?

3d Interrogatory
To Seppala Pillah and Chinglerey Mod.r } ..... Were you or were you not neighbour to Randah Moodoo Modelliar Deceased, the person named in the title of these Interrogatories, if yea, did or did not the said Randah Moodoo Modelliar often tell you that the Complainant in the title of these Interrogatories Named, was his adopted Son, if yea what reasons did he assign for such his adoption, did he or did he not say that because of his not having any male issue he did adopt the Complainant, who was his Nephew, or how otherwise; declare the same to the best of your knowledge recollection and belief.

4th Interrogatory
To Vallayoodoo Mod.r and Ammoo ..... } Do you or Do you not know, and have you or have you not very often heard speak of the ancient family of the deceased Randah Moodoo Modelliar, if yea? was or was not Voogundaucha Modelliar his Grand Father, if yea had he or had he not two Sons, what were their Names were they not Vellaya Modelliar, and Coppayah Modelliar if yea was or was not Randa Moodoo Modelliar the Son of Vellaya Modelliar and was or was not Davaroy Modelliar the Son of Coppayah Modelliar and is or is not the Complainant named in the these interrogatories the Son of the said Davaroyah Modelliar, if yea Declare the same to the best of your knowledge recollection, and belief, together with your Reasons for such your belief.

Last Interrogatory
To all the Witnesses } ..... Do you know of any other matter or thing, or have you heard, or can you set forth any thing touching the 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 heard, or do believe together with the reasons of such your belief, as fully and particularly as if you had been thereunto particularly Interrogated?

G. P. Cox
Atty for Compl.t

Mayors Court at Madraspatnam

Between Mayapah Modelliar of Madras Inhabitant is Complainant and Coilaramah Administratrix of Randah Moodoo Modelliar Deceased and also Administratrix of Comara Valoo Modeliar deceased is Defendant

On the Part of the Complainant

Depositions of Witnesses taken in this Cause by and

and before the Examiner in this Court as followeth

Valawyooda Moodeliar Doctor Inhabitant of Madras Aged eighty six years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the fourth day of September One Thousand seven hundred and Ninety three Signified at the Office of Messrs. Popham and Williams who are Attornies for the Defendant by Casavah my Servent who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth.—

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Allagapa Moodeliar in this Cause and that he hath so known him forty five Years or thereabouts and that he doth know the Defendant Cooilaurmah in this Cause and that he hath so known her thirty Years or thereabouts & more he saith not to this first Interrogatory.—

2d ..... To the Second Interrogatory this Deponent saith that he doth know that the Complainant was adopted by the deceased Randah Moodoo Moodeliar this Deponent saith that the reson of the said Randah Moodoo Moodeliar having made such adoption was that he had no Male issue this Deponent saith that there was a Deed of adoption drawn out and executed by the Parties and that he this Deponent did subscribe his Name as one of the Witnesses thereto and that three other Persons Shewarama pillah Seramalay Colundapillah and Vencatachilla Moodelly did subscribe their Names to the said Deed of Adoption and more he saith not to this second Interrogatory.—

4th ..... To the fourth Interrogatory this Deponent saith that he hath often heard speak of the very ancient family of Randah Moodoo Moodeliar this Deponent saith that Vogan =daracha Moodeliar was his Grand Father and that he had two Sons but he doth not know their Names and more

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

Thos. Barry
Ex.

Mayor's Court at
Madraspatnam

Between Allagäpah Moodeliar of Madras Inhabitant & Complainant and Cooilaramah Administratrix of Randah Moodoo Moodeliar deceased and also Administratrix of Comara Valoo Moodeliar 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.—

Toppala Pillah Cowkeeper Inhabitant of Madras Aged Ninety seven years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Seventeenth day of August One thousand Seven hundred and Ninety three Signified at the Offices of Messrs. Popham and Williams who are Attornies for the Defendant by Casavah my Servent who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Allagapah Moodeliar in this Cause and that he hath so known him forty years & that he doth know the Defendant Cooilaurmah in this Cause and that he hath so known her thirty years or thereabouts — and more he saith not to this first Interrogatory.—

2d

3d. To the third Interrogatory this Deponent saith that he was the neighbour to Randah Moodoo Modeliar deceased the Person named in the title of these Interrogatories and that the said Randah Moodoo Modeliar did often tell this Deponent that the Complainant was his adopted Son this Deponent saith that the reasons the said Randah Moodoo Modeliar assigned for such adoption were that he had no Male Issue & that the Complainant was his Nephew — & more he saith not to this or to the last Interrogatory

Thos. Parry
Esq.

Mayor's Court at Madraspatnam

Depositions of Witnesses taken in this Cause

by and before the Examiner in this Court as followeth

Chengelroy Modeliar Inhabitant of Madras Aged fifty nine years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the fifteenth day of August One Thousand Seven hundred and Ninety three Signified at the Office of Messrs. Popham and Williams who are Attornies for the Defendant by Casavah my Servant who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth

1st. To the first Interrogatory this Deponent saith that he doth know the Complainant Magapah Modeliar in this Cause and that he hath so known him forty six years or thereabout and that he doth know the Defendant Coilaramah in this Cause and that he hath so known her fifteen years or thereabouts and more he saith not to this first Interrogatory.

3d. To the third Interrogatory this Deponent saith that he lived in the house of his Uncle Amaraupitty Modelly who was a Neighbour to Randah Moodoo Modeliar deceased the Person named in the title of this Interrogatories — This Deponent saith that the said Randah Moodoo Modeliar did often tell this Deponent that the Complainant in the title of these Interrogatories named was his adopted Son this Deponent saith that the reason the said Randah Moodoo Modeliar assigned for such adoption were that he had no Male Issue and that the Complainant was his Nephew — & more he saith not to this or to the last Interrogatory.

Thos. Parry
Esq.

Mayor's Court at Madraspatnam

Between Magapah Modeliar of Madras Inhabitant is Complainant, and Coilaramah Administratrix of Randah Moodoo Modeliar

Moodelliar Deceased and also Administratrix of Comaro Valoo Moodelliar Deceased is Defendant

On the Part of the Complainant.

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

Ammoo Inhabitant of Madras aged fifty eight years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the fifteenth day of August One Thousand seven hundred and Ninety three signified at the Office of Messrs. Popham and Williams who are Attornies of the Defendant by Casavah my Servant who also left them a Note of the Name title and place of Abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as follows viz.th

1st ..... To the first Interrogatory this Deponent saith that she doth know the Complainant Allagapah Moodeliar in this Cause and that she hath so known him from her Infancy and that she doth know the Defendant Coilaramah in this Cause and that she hath so known her thirty five Years or thereabouts — and more she saith not to this first Interrogatory.

4th ..... To the fourt Interrogatory this Deponent saith that she hath very often heard speak of the account family of the Deceased Randah Modoo Moodeliar, and that Veyandanchie Moodeliar was his Grand father who had two Sons named Vellaya Moodeliar and Copa Moodeliar this Deponent saith that Randah Modoo Moodeliar was the Son of Vellaya Moodeliar and that Davaroy Moodeliar was the Son of Copa Moodeliar and that the Complainant named in these Interrogatories is the Son of the said Davaroy Moodeliar — and more she saith not

not to this fourt Interrogatory

To the last Interrogatory this Deponent saith that she hath heard that Randah Modoo Moodeliar did adopt the Complainant as his Son & more she saith not to this last Interrogatory.

Sworn before me
Tho.s Parry
Ex.r

of
The Mark T Ammoo

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 Hon.ble the Mayor's Court at Madras pat twaan, wherein Allagapah Moodelliar of Madras Inhabitant is Complainant and Coyelaramah Administratrix of Randah Modoo Moodeliar deceased as also administratrix of Comaro Valoo Moodeliar deceased is Defendant.

On the part and behalf of the above named Compl.t

1st Interrogatory
To all the Witnesses } Do you or do you not know the parties Complainant and Defendant in the title of these Interrogatories named, if you how long have you so known them or either and which of them, declare.

2d Interrogatory
To Mattiapah Moodeliar } Do you or do you not know that Sawmy Pillah is indebted to the Estate of Comaro Valoo Moodeliar deceased in a sum of money if yea, do you know what that sum was and how came

came you to the knowledge thereof; did you or did you not often go to the said Sawmy Pillah to demand payment of the same if yea at whose Instance did you go and how long previous to the death of the said Comaroo Valoo Moodelliar did you go for that purpose, and what ballance of money was you directed to demand at such time, and what was the Answer of the said Sawmy Pillah thereto &c. declare the whole to the best of your knowledge recollection and belief together with your reasons for such your belief.

3d. Interrogatory
To Venkatarogalloo Chitty } ... Was you or was you not indebted unto Comaroo Valoo Moodelliar deceased in his life time, if yea what certain sum of money was you so indebted to him, and what part of the said sum have you paid or have you paid any part thereof, if yea to whom was such payment made, and was it made previous to the death of Comaroo Valoo Moodelliar or subsequent thereto, declare the whole to the best of your knowledge recollection and belief together with the reasons for such your belief.

4th Interrogatory
To Maliapah Moodelliar } ... Do you or do you not know that one Chellum was indebted unto Comaroo Valoo Moodelliar deceased in his life time, if yea how came you to the knowledge thereof, did you or did you not often, and how often go to the said Chellum to demand payment of some, and what certain sum of money and at whose instance did you go, and how long previous to the death of Comaroo Moodelliar did you so go the last time, and what was his reply thereto declare the whole to the best of your knowledge recollection and belief together with your reasons for such your belief.

5th

5th Interrogatory
To Soobboo Moodelliar } ... Do you or do you not know that Tondavaroy Pillah is indebted unto Comaroo Valoo Moodelliar deceased if yea how came you to the knowledge thereof did you or did you not often go to the said Tondavaroya Pillay to demand payment of a sum of money if yea what was such sum and at whose instance was it, that you so went how long previous to his the said Comaroo Valoo Moodelliars death or otherwise was it that you went the last time to demand the same, and what was the answer given by the said Tondavaroy Pillay, declare the whole to the best of your knowledge recollection and belief together with the reasons for such your belief.

6th Interrogatory
To Maliapah Moodelliar
& Soobboo Moodelliar } ... Do you or do you not know the family of Randah Moodoo Moodelliar and Comaroo Valoo Moodelliar deceased if yea of what value are the Joys House hold Furniture &c. of them the said Randah Moodoo Moodelliar and Comaroo Valoo Moodelliar declare the whole to the best of your knowledge recollection and belief with your reasons for such your belief.

7th Interrogatory
To Kistna Mastry
and Moodoo Mastry } ... Are you or are you not Bricklayer Mastry, if yea have you or have you not often seen four Houses of Comaroo Valoo Moodelliar deceased, if yea what value do you fix on them respectively declare the same to the best of your knowledge recollection and belief together with your reasons for such your belief.

8th Interrogatory
To Soobramanya Mudr. } ... Was you or was you not some time ago and when owner of some Pieces of Ground laying in Sala street or where else if yea how many pieces are they, did you or did you not sell the same to Comaroo Valoo Moodelliar deceased if yea for what sum of money did you sell the same unto the said Comaroo

Comaroo Valoo Moodelliar declare the same to the best of your know-
-ledge recollection and belief

7th Interrogatory
To Sungara Moodelliar and Mootialoo Naik } ..... Are you or are you not acquainted with the Man-
-ner and Customs of the native Inhabitants in India
if yea what are their established rules and Customs respecting the
maintenance of widows who are left such without if so declare
the same to the best of your knowledge recollection and belief

8th Interrogatory
To Singapah Naik } ..... Was you or was you not present when Soobrama-
-niah Moodelliar and Narain Moodelliar proposed to Malia-
-pah the son of the Complainant to solicit his Father to come to
some settlement or how otherwise and that were such proposals
and at whose instance were they made declare the same to the best
of your knowledge recollection and belief together with your reasons
for such your belief

9th Interrogatory
To Maliapah Moodelliar } ..... Did or did not Soobramaniah Moodelliar and Nar-
-rain Moodelliar sometime ago and when propose to you to solicit
your Father to come to some settlement or how otherwise and what
were such Proposals as far as relates to the cause in question and
at whose instance do you believe they were made declare the same
to the best of your knowledge recollection and belief together with your
Reasons for such your belief

Last Interrogatory
To all the Witnesses ..... } ..... Do you know of any other Matters 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 heard, or do be-
lieve, together with the Reasons of such Your

fully and particularly as if you have been thereunto particu-
-larly Interrogated

G. P. Cook
atty for Compt

Mayor's Court at Madraspatnam

Between Magapah Moo-
-deliar of Madras Inhabitant
is Complainant and Coyelau-
-ramah Administratrix of Ran-
-dah Moodoo Moodelliar dece-
-ased as Also Administratrix
of Comaroo Valoo Moodeliar
deceased is Defendant.
On the Part of the Complainant.

Depositions of Witnesses taken in this Cause by and

before the Examiner in this Court as followeth

Maliapah Moodelliar Native Man Inhabitant of Madras Aged thirty
years or thereabouts being produced as a Witness in this Cause On the Part of the Com-
-plainant was on the sixth September One Thousand Seven hundred and Ninety
three Signified at the Office of Messrs Popham and Williams who are Attornies
for the Defendant by Cassiah my Servant who also left them a Note of the
Name title and place of abode of the said Deponent and afterwards on the same
day being sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent saith that he doth
know the Complainant Magapah Moodeliar in this Cause
and that he hath so known him from his this Deponents
Infancy and that he doth know the Defendant Coyelauramah
in this Cause and that he hath so known her from his this
Deponents

Deponents Infancy – and more he saith not to this first Interrogatory

2. To the Second Interrogatory this Deponent saith that he doth know that Sawmy Pilla is indebted to the Estate of Comaroo Valoo Moodeliar deceased – in a Sum of Money to the Amount of three hundred Pagodas – and this Deponent came to the knowledge thereof by being present when the said Sum was lent to the said Sawmy pilla this Deponent saith that he did often go to the said Sawmy Pillah to demand payment of the same at the Instance of the said Comaroo Valoo Moodeliar about one year previous to his death and untill the time of his Decease – this Deponent saith that the Sum of Money he was directed to demand was three hundred Pagodas – and that the said Sawmy pilla promised to pay the same but delayed doing so under various pretences and more he saith not to this second Interrogatory –

4. To the fourth Interrogatory this Deponent saith that he doth know that one Chellum was indebted to the said Comaroo Valoo Moodeliar deceased in his life time and that he this Deponent come to the knowledge thereof by being present when the Money was Lend – this Deponent saith that he went several times to the said Chellum to demand payment of the Sum of Two hundred Pagodas at the instance of the said Comaroo Valoo Moodeliar and about two years previous to his death and that the last time he made such demand was about two Months previous to the death of the said Comaroo Valoo Moodeliar and more he saith not to this fourth Interrogatory –

6. To Sixth Interrogatory this Deponent saith that he doth know the family of Randah Moodoo Moodeliar and Comaroo Valoo Moodeliar deceased and that the Values of the Joys Furniture &c of them the said Randah Moodoo Moodeliar and Comaroo Valoo Moodeliar was about Eight Thousand Pagodas and more he saith not to this Sixth Interrogatory –

11. To the Eleventh Interrogatory this Deponent saith that Sooramoney a Moodeliar and Narrain Moodeliar did about one year ago propose to this Deponent to solicit his father to come to some settlement and that such proposals were as follows They offered to give this Deponent father two Houses and a Bond for One Thousand Pagodas executed by one Moodoo Kistnah Chitty belonging to the Estate of Comaroo Valoo Moodeliar – this Deponent saith that he believes such proposals were made at the Instance of the Defendant and her Brother Narrain Moodeliar – and more he saith not to this or to the last Interrogatory –

Sworn before

Tho.s Parry
Esq.r

Mayors Court at Madraspatnam

Between Allagapah Moodeliar of Madras Inhabitant is Complainant and Coolaiammah Administratrix of Randah Moodoo Moodeliar deceased and also Administratrix of Comaroo Valoo Moodeliar deceased is Defendant – On the Part of the Complainant –

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

Vencataroyaloo Chitty Merchant Madras Aged Twenty Seven Years –

years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the fourt day of September Ane Thousand Seven hundred and Ninety three Signefied at the Office of Messrs Popham and Williams who are Attornies for the Defendant by Casavah my Servent who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Alagapah Moodeliar in this cause and that he hath so known him Seven or Eight years & that he doth know the Defendant Coilavanah in this Cause and that he hath so known her Seven or Eight years — and more he saith not to this first Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that he was indebted unto Comaroo Valoo Moodeliar deceased in his life time in the Sum of five hundred Cagodas — this Deponent saith that he hath paid in part thereof the Sum of Two hundred Cagodas to Narrain Moodeliar the adopted Son of Comaroo Valoo Moodeliar and that such payment was made subsequent to the death of the said Comaroo Valoo Moodeliar — and more he saith not to this or to the last Interrogatory —

Thos Parry
Exd

Mayors Court at
Madraspatnam

Between Alagapah Moodeliar of Madras Inhabitant is Complainant and Coyelavanah Administratrix of Randah Moodn Moodeliar deceased as also Administratrix of Comaroo Valoo Moodeliar deceased — is Defendant —

On the Part of the Complainant —

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

Soobo Moodeliar Tin Man of Madras Aged Twenty six years or thereabouts — being produced as a Witness in this Court On the Part of the Compt — was on the sixth day of September Ane Thousand Seven hundred and Ninety three Signefied at the Office of Messrs Popham and Williams who are Attornies for the Defendant by Casavah my Servent who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Alagapah Moodeliar in this Cause and that he hath so known him twenty years or thereabouts and that he doth know the Defendant Coyelavanah in this Caise and that he hath so known her Twenty years and more he saith not to this first Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith that he doth know the Tondavaroy Pillah is indebted unto Comaroo Valoo Moodeliar deceased and that he came to the knowledge thereof by being produced when the Money was lent this Deponent saith that he did after go to the said Tondavaroy Pillah to demand Payment of the sum of One hundred Cagodas at the instance of the Deponent since the death of Comaroo Valoo Moodeliar — this Deponent saith that the answer given by the said Tondavaroy Pillah was that he would discharge the same so soon as he was in Cost and more he saith not to this fifth Interrogatory —

6th ..... To the last Interrogatory this Deponent saith that he doth —

not know the family of Randah Moodoo Modeliar and Comaroo Valoo Modeliar and that the value of their Joys Household furniture &c. is about Eight Thousand Pagodas - & more he saith not to this or to the last Interrogatory -

Thos. Barry
Esr.

Mayor's Court at
Madraspatnam

Between Alagapah Moodeliar of Madras Inhabitant is Complainant and Coyelaaramah Administratrix of Randah Moodoo Moodelliar deceased as also Administratrix of Comaroo Valoo Modeliar deceased is Defendant -

On the Part of the Complainant -

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

Kistna Mastry Bricklayer Inhabitant of Madras Aged forty five years or thereabouts - being produced as a Witness in this Cause On the Part of the Complainant was on the seventh day of September One Thousand Seven hundred and Ninety three - Signified at the office of Messrs. Popham and Williams - who are Attornies for the Defendant by Casavah my Servant who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth -

4th ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Allagapah Moodeliar in this Cause and that he hath so known him thirty years - and that he doth know the Defendant Coyelaramah in this Cause and that he hath so known her One Month - & more he saith not to the first Interrogatory -

4th ..... To the Seventh Interrogatory this Deponent saith that he is a Bricklayer Mastry and that he hath often seen four Houses of Comaroo Valoo Moodeliar deceased this Deponent saith that he doth know the value of each House respectively - but saith that they are altogether worth Two thousand one hundred and fifty Pagodas - and more he saith not to this or to the last Interrogatory -

The Mark + Kistna Mastry.

Thos. Barry
Esr.

Mayor's Court at
Madraspatnam

Between Allagapah Moodeliar of Madras Inhabitant is Complainant and Coilara mah Administratrix of Randah Moodoo Moodeliar deceased and also Administratrix of Comaroo Valoo Moodeliar Deceased is Defendant -

On the Part of the Complainant -

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

Soobanoney Moodeliar Inhabitant of Madras Aged forty years being produced as a Witness in this Cause On the Part of the Complainant was on the fourth day September One Thousand Seven hundred and Ninety three Signified at the Office of Messrs. Popham and Williams who are Attornies for the Defendant by Casavah my Servant who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth -

4th To

1st
1. . . . . To the first Interrogatory this Deponent saith that he doth know the Complainant Allagapah Moodeliar in this Cause and that he hath so known him thirty years and that he doth know the Defendant Coolaurarnah in this Cause and that he hath so known her thirty Years— & more he saith not to this first Interrogatory—

8th
8. . . . . To the Eighth Interrogatory this Deponent saith that he was owner of five Pieces of Ground in Shalay Street and that he sold three Pieces thereof about seven or eight years ago to Comaroo Valoo Moodeliar deceased for the Sum of Nine hundred Pagodas and add— & more he saith not to this or to the last Interrogatory—

Thos. Parry
Exr.

Mayor's Court at
Madraspatnam

Between Allagapah Moodeliar of Madras Inhabitant is Complainant and Coyelaurarnah Administratrix of Randah Moodoo Moodeliar deceased as also Administratrix of Comaroo Valoo Moodeliar deceased is Defendant
On the Part of the Complainant

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

Mootialloo Naik Pion Inhabitant of Madras Aged fifty four years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Sixth day of September One thousand Seven hundred and Ninety three Signed at the Office of Messrs. Popham and Williams who are Attornies for the Defendant by Cesavahony Serveth who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examined deposeth as followeth—

1st
1. . . . . To the first Interrogatory this Deponent saith that he doth know the Complainant Allagapah Moodeliar in this Cause and that he hath so known him ten years or thereabouts and that he doth know the Defendant Coyelaurarnah in this Cause and that he hath so known her Seven or eight years and more he saith not to this first Interrogatory—

9th
9. . . . . To the Ninth Interrogatory this Deponent saith that he is acquainted with the manner customes of the Native Inhabitant in India this Deponent saith that their Established Rules and Customes respecting the maintenance of Widows who are left without Issue are that if the Widow should remain in the House and Family of her deceased Husband she is to be maintained with Food and Raiment, but if she should go to her Mother House she is to have a Sum of Money given to her from Twenty to fifty Pagodas & More he saith not to this or to the last Interrogatory—

Thos. Parry
Exr.

Mayor's Court at
Madraspatnam

Between Allagapah Moodeliar of Madras Inhabitant is Complainant and Coyelaurarnah Administratrix of Randah Moodoo Moodeliar

Modelliar deceased as also Administratrix of Comaroo Valoo Moodeliar deceased is Defendant On the Part of the Complainant —

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

Lingapah Naick Dubash Inhabitant of Madras Aged thirty three Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Sixth day of September One Thousand Seven hundred and Ninety three Sworn & Signified at the Office of Mr. Popham & Williams who are Attornies for the Defendant by Casawah my Servant who also left them a Note of the Name Settle 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 Allagapah Modelliar in this Cause and that he hath so known him ten or twelve years and that he doth know the Defendant Coopelauramah in this Cause and that he hath so known her ten or twelve years — & more he saith not to this first Interrogatory —

10th ... To the tenth Interrogatory this Deponent saith that he was present when Soobramony Modelliar and Narrain Modelliar proposed to Maliapah the Son of the Complainant to Solicit his father to some Settlement — this Deponent saith that the purport of such purposals were as follows — They offered to give the Complainant Two houses and one Bond for One Thousand Pagodas — and this Deponent saith that he believes such Proposals were made by the said Soobramonya Modelliar and Narrain Modelliar at the instance of

Defendant and her brother & more he saith not to this or to this last — DTo

Interrogatory —
Thos. Parry
Esqr

Filed 22d October 1793 —

In the Hanble the Mayor's Court at Madraspatnam

Between Allagapah Modelliar of Madras Inhabitant — Complainant and Cooyelauramah Administratrix of Randah Moodoo Modeliar Deceased and also Administratrix of Comaroo Valoo Moodeliar Deceased Defendant —

Exceptions taken by the above named Defendant to a Part of the Interrogatories and additional Interrogatories and Depositions produced and taken on behalf of the Complainant as hereinafter stated —

First ... This Exceptant doth except to the fourth and last Original Interrogatories of the Complainant and the Depositions taken thereon Anno because the said Anno is the Sister of the Complainant and consequently a Party interested —

Second ... This Exceptant doth Except to the Second fourth Sixth and Eleventh Additional Interrogatories of the Complainant and the Depositions taken thereon by Maliapah Modeliar because the said Maliapah Modeliar is the Son of the Complainant and consequently a party interested —

Third ... This Exceptant doth Except to the fifth and Sixth additional Interrogatories of the Complainant and the Depositions taken thereon by Sooboo Modelliar because the said Sooboo Modelliar is also

also the Son of the Complainant and Consequently a party interested

Wherefore this Exceptant doth except to the aforesaid Interrogatories and Depositions of Witnesses on the part and behalf of the Complainant above Named and doth humbly pray this Honble Court will be pleased to set the same aside at the hearing of the Cause with Costs to be paid by the Complainant

Popham
Williams
Attys for Exceptant

Filed 3d Decr 1713.

In the Honble the Mayors Court at Madraspatnam

Between Mygapah Moodelliar of Madras Inhabitant Complainant and Coogelaramah administratrix of Randah Modoo Moodelliar Deceased and also administratrix of Comaroo Valoo Moodelliar deceased Defendant

This Complainant in Answer to the several exceptions taken by the Defendant, to Sundry Interrogatories and Additional Interrogatories and depositions taken on this Complainants behalf Saith, that to the first Exception setting forth that Ammoo being the sister of the Complainant and Consequently a party interested this Complainant contends, that the Defendant in merely stating that the said Ammoo is the sister of the Complainant and not Shewing that, whereby she is interested, nor otherwise Explaining how she is a party in the cause, he the Complainant therefore considers that the Defendant cannot be intitled to any benifit from such Exception, for from a more statement that the is a Sister of this Complainant doth not imply such an Interest in a legal consideration so as to Exclude her the said Ammoo from giving evidence in this Cause

To the Second and Third Exceptions of the Defendant, this Complainant answers as he hath answered to the first that the mere stating that Maliapah Moodelliar, and Sooboo Moodelliar are sons of the Complainant, and not shewing whereby they are interested, nor otherwise Explaining how they are parties in the said Cause, he the Complainant therefore considers that the Defendant cannot be entitled to any benifit from the said two last mentioned exceptions, for the mere statement that they are the sons of this Complainant doth not imply such an Interest in a legal consideration so as to exclude them the said Maliapah Moodelliar and Sooboo Moodelliar from giving Evidence in this cause

And this Complainant saith and will in due time prove to the Satisfaction of this Honble Court, that the said Several points excepted to, and prayed by the Defendant to be set aside with Costs, are just and such as are necessary to be attended to at the hearing of this cause. This Complainant therefore humbly prays that this Honble Court will be pleased to dismiss the said Exceptions with exemplary Costs to be paid by the Defendant

G: P: Cook
Atty for Compl.t

Interrogatories to be Administered to such Witnesses as shall be produced and Sworn and Examined in a certain Cause now depending and at Issue in

in the Hon^ble the Mayor's Court at Madraspatnam wherein Magapah Moodeliar is Complainant and Cooyelaurmah Administratrix of Randah Moodoo Moodeliar and also Administratrix of Comaroo Valoo Moodeliar Deceased is Defendant.

On the Part and behalf of the Defendant

To all the Witnesses ..... 1st ..... Do you know or do you not know the Parties Complainant and Defendant in the Title of this Interrogatories named or either and which of them If yea how long have you known them or either and which of them Declare

To Vencatasa Moodeliar
Swmasee Moodeliar
Carakistna Moodeliar
Pureatomby Pillah
and
Candapillah ..... 2d ..... Were you or were you not well acquainted with Randah Moodoo Moodeliar and his son Comaroo Valoo Moodeliar Deceased If yea how long have you been acquainted with them or either and which of them were you or were you not also acquainted with the Father of the said Randah Moodoo Moodeliar Deceased If yea what was his name Declare

To ... Ditto ..... 3d ..... Do you know or can you set forth wither the Complainant in the Title of these Interrogatories named was ever adopted by the said Randah Moodoo Moodeliar, would you or would you not from the Intimacy that subsisted between you and the said Randah Moodoo Moodeliar have known of the said Complainant was adopted by the said Randah Moodoo Moodeliar Deceased or how otherwise Declare

To ... Ditto ..... 4th ..... Did or did not a great famine prevail in the year of Christ One Thousand Seven hundred and Sixty four and did or did not the Complainants Father being the Complainant to the said Randah Moodoo Moodeliar If yea, from whence, did he or did he not leave the said Complainant with the said Randah Moodoo Moodeliar If yea, for what purpose and for what Consideration and upon what terms or Consideration was he taken by the said Randah Moodoo Moodeliar and how long and in what Capacity did he Remain With Randah Moodoo Moodeliar Deceased the whole you know, have heard, or do believe, from his first arrival to the House of the said Randah Moodoo Moodeliar to this present time together with your Reasons for such your belief and as fully as if you had been thereto particularly interrogated;

To ... Ditto ..... 5th ..... Do you or do you not know the time Comaroo Valoo Moodeliar was born If yea, when and at what time Year and Month was he so born, was it previous or subsequent to the Complainants arrival at the House of Randah Moodoo Moodeliar Deceased, how old was the said Comaroo Valoo Moodeliar at the time the Complainant came to his House, is it or not Customary and is it or not allowable among those of your Cast or that of the natives in General to adopt the Child of a Stranger or Relation when such Person so adopting any one has a Child of his own, is such a thing ever known among your Cast or how otherwise Declare

To ... Ditto ..... 6th ..... Do you or not know when and at what time Comaroo Valoo Moodeliar Married his first Wife as also the time of the Complainants Marriage, is or is not the Wife of the Complainant a Relation of the said Randah Moodoo Moodeliar Deceased, If not, whose Relation is She was or was not the Defendant in the Title of these Interrogatories named the Second Wife of the said Comaroo Valoo Moodeliar If yea, was the Consent or Approbation of the Complainant given or Required on-

on the Occasion of her Marriage with the said Comaroo Valoo Moode-
liar were you or were you not present at the time such Marriage
took place between the said Comaroo Valoo Moodeliar and Defend.t
how and when did you become acquainted with the same declare.—

To Soobramoneya Moodeliar ..... } 7.th Did or did not the Complainant sometime
previous to the Death of Comaroo Valoo Moodeliar, If yea, where
did he go and reside and for what space of time did or did not the
said Comaroo Valoo Moodeliar at any and what time and for how
long reside at Soangabar and did he or not after his arrival from
thence live separate and apart from the Family of the Complai-
nant — did or did not Comaroo Valoo Moodeliar build three
or how many Houses in Madras, If yea where were they Situate,
did or did not the Complainant reside in one of the said three Hou-
-ses If yea, how and by what means came he to live therein does
he now live in any of the said three Houses in whose name is the
Bill of Sale of the Ground on which the said three Houses are
built, Did or did not the Defendant build a fourth House on the
remaining part of the same Ground since the Death of Comaroo
Valoo Moodeliar — Declare the whole as you know have heard or
do believe together with the Reasons for such your belief as fully
as if you had been thereunto particularly Interrogated —

To — Dette ..... 8.th Do you know whether the Complainant
ever Received or injoyed the Rents of any one of the said Houses be-
-longing to Comaroo Valoo Moodeliar Deceased either previous
or subsequent to the Death of the said Deceased If not by whom
was such Rent received was or was not the tenant of one which
of the said House Sued in Court If Yea by whom was the Tenant
Sued and was such Tenant obliged by any Decree of this Court or

otherwise to pay the Rent and to whom — Declare fully and truly all you
know Relative to the above Circumstances. —

To Soobramanien Veerapan and Soondraymoorthy } ..... 9.th Did or did not Comaroo Valoo Moodeliar some time
ago and when adopt any and what Person If yea when did he so
adopt, look at the Cadjan writing now produced and shewn to you at
this the time of your Examination Marked A is or is not the same
the Deed which was drawn at the time the said Adoption took place
or how otherwise Declare to the best of your knowledge and belief

To Coopya Braminy ..... 10.th Are You or are you not Minister for the pur-
-pose of performing Religious Ceremonies, If yea, Have you or have
you not been employed in performing the monthly Religious —
Ceremonies in commemoration of Comaroo Valoo Moodeliar De-
-ceased If yea, by whose order have you performed them and who
has paid the expense thereof —

To Cutha Peroomaul Moodelly & Coopya Braminy ..... } 11.th Who was the Father of Comaroo Valoo Moo-
-deliar deceased the Husband of the Defendant, and had he any other
Child but the said Comaroo Valoo Moodeliar — state also the names
of the Grand Father and Great Grand Father of the said Comaroo Valoo
Moodeliar, and how many Children the said Grand Father and
Great Grand Father respectively had and what were their res-
-pective names. —

To all the Witnesses ..... 12.th Do you know of any other Matter or thing
or have you heard or can you set forth any thing touching the Mat
-ter in Question in this Cause that may tend to the benefit and advan
-tage of the Defendant 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. —

Bopham and Williams } Attornies for Defendant.

Translation of a Deed of adoption Dated 22d. Vyaesy of Vdumby Year answering to anno Dominie 2d. June 1778.—

I Castaperoomal pillay Son of Letchumanna pillay of the lenage of Moonchieda pillay of Nanmanam Colaw dam and all his Copartners do give this deed of adoption to Comara Vail pillay Son of Mootapillay of the lenage of Nattudepillay Inhabitant of Sholaveranam in the Country of Sholamandalam of Rodiar Cast That is to Say.—

I have given Narrainpillay the Son of my Elder Father in adoption and granted to you the deed thereof as your Son and Heir to your money and debts in the presence of the Cast people and the Braminies as the Narrainpillay being [illegible] by you as your Son we have no manner of right to his money and Debts Thus I Cataparamal pillay have Voluntarely given this deed of adoption to Comaravala pillay drawn by Vencatachel lam—

Witnesses Signed
Soobramanin
Varadapan
Veerapan
marked Maurie pillay
Sigd. Soondramoorthy
med Veerapillay
L. Mootian

Md. Castaperumal

A true Copy the Original returned by Order of Court
9th May 1796—
Taylor Regr.

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

Malabar

This Exhibit marked A was shewn to Soobramoneya Moodelliar and Soondray Moorthy at the respective times of their Examination before me on the Part of the Defendant In a Certain Cause now depending in the Hon^ble the Mayors Court at Madraspatnam wherein Nagapah Moodelliar is Compl^t and Cooylauramah Administratrix of Randah Moodoo Moodeliar & also administratrix of Comaroo Valoo Moodelliar Deceased is Defendant was on the 2^d & 16^th day of August Anno Domini 1793

Tho^s Parry Esq^r

Mayors Court at
Madraspatnam

Between Allagapah Mo-
deliar is Complainant and
Coyelaxamah Administratrix
of Randah Moodoo Moodeliar
and also Administratrix of Co-
maroo Valoo Moodeliar deceased
is Defendant

On the Part of the Defendant

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

Venkatasa Moodeliar Dubash Inhabitant of Madras Aged Sixty six years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the twenty seventh day of July One Thousand Seven hundred and Ninety three Signified at the Office of Mr. George Pilkington Cook who is Attorney for the Complainant by Casavah my Servent who also left him a Note of the Name title and place of abode of the said Defendant and afterwards on the same day being sworn and examined deposeth as Followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Allagapah Moodeliar in this Cause and that he hath so known him about fifty years and that he doth know the Defendant Coyelaxamah in this Cause and that he hath so known her thirty five years or thereabouts and more he saith not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith that he was well acquainted with Randah Moodoo Moodeliar and his Son Comaroo Valoo Moodeliar deceased and that he was acquainted with them from his this Deponents Infancy this Deponent saith that he was not acquainted with them the Father of the said Randah Moodoo Moodeliar nor doth he know his name and more he saith not to this second Interrogatory

3d ..... To the third Interrogatory this Deponent saith that the Complainant in the title of these Interrogatories named was never adopted by the said Randah Moodoo Moodeliar this Deponent saith that he would from the Intimacy that subsisted between the Deponent and the said Randah Moodoo Moodeliar have known of the said Complainant had been ever adopted by the said Randah Moodoo Moodeliar deceased more he saith not to this third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that a great famine did prevail in the year of Christ One Thousand Seven hundred and thirty four and that the Complainant father did bring the Complainant to the said Randah Moodoo Moodeliar from the Southward and did live the said Complainant with the said Randah Moodoo Moodeliar this Deponent saith that the said Randah Moodoo Moodeliar took the Complainant for the sole purpose of maintaining him with Food and Cloaths out of charity in the Capacity of a Servant this Deponent saith that the Complainant did remain with the said Randah Moodoo Moodeliar as his Several for the space of forty years after which till the present time he has lived seperately and more he saith not to this fourth Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that he hath heard that Comaroo Valoo Moodeliar was born about seven or Eight Years previous to this Deponents birth and previous to the Complainants arrival at the House of Randah Moodoo Moodeliar Deceased this Deponent saith that the said Comaroo Valoo Moodeliar was at the time the Compl.t came

came to his House about ten years do this Deponent saith that it is not customary or allowable among those of this Deponent Cast or that of the natives in general to adopt the Child of a Stranger or Relation where such Persons so adopting any one has a Child of his one this Deponent saith that no such thing was ever known amongst his Cast and more he saith not to this 5th Interrogatory.—

6th ..... To the Sixth Interrogatory this Deponent saith that the said Comaroo Valoo Moodeliar Married his first Wife about five years ago and that the time of the Complainants Marriage was about thirty years this Deponent saith that he does not know whether the Wife of the Complainant is or is not a Relation of the said Randah Moodoo Moodeliar Deceased—this Deponent saith that the Defendant in the title of these Interrogatories named was the second Wife of the said Comaroo Valoo Moodeliar—this Deponent saith that the Consent or approbation of the Complainant was not given or required on the solemnization of her Marriage with the said Comaroo Valoo Moodeliar—this Deponent saith that he was present at the time such Marriage took place between the said Comaroo Valoo Moodeliar and the Defendant and more he saith not to this or to the last Interrogatory.

Thos. Parry
Exr.

Recd 15 L 8 6 0 7

Mayor's Court at
Madraspatnam

Between Allagapah Moodeliar is Complainant and Coyelauramah Administratrix of Randah Moodoo Moodeliar and also Administratrix of Comaroo Valoo Moodeliar deceased is Defendant.—

On the Part of the Defendant.—

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

Sunnasee Moodeliar Dubash Inhabitant of Madras Aged Sixty seven or Sixty Eight Years being produced as a Witness in this Cause On the Part of the Defendant was on the fifteenth day of August One Thousand Seven hundred and Ninety three Signified at the Office of Mr. George Pilkington Cook who is Attorney Complainant by Casawah 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 Allagapah Moodeliar in this Cause and that he hath so known him forty six years or thereabouts and that he doth know the Defendent Coyelauramah in this Cause and that he hath so known her thirty six years or thereabouts and more he saith not to this first Interrogatory.—

2d ..... To the Second Interrogatory this Deponent saith that he was well acquainted with Randah Moodoo Moodeliar and this Son Comaroo Valoo Moodeliar deceased and that he was acquainted with them about fifty years ago—this Deponent saith that he was not acquainted with the father of the said Randah Moodoo Moodeliar deceased and more he saith not to this Second Interrogatory.—

3d ..... To to the Third Interrogatory this Deponent saith that he doth not know nor can he set forth whether the Complainant in the title of these Interrogatories named was ever adopted by the said Randah Moodoo Moodeliar this Deponent saith that he would

from—

from the Intermarriage that subsisted between him and the said Randah Moodoo Moodeliar have known if the said Complainant was adopted by the said Randah Moodoo Moodeliar deceased and more he saith not to this third Interrogatory —

4th To the forth Interrogatory this Deponent saith that a great famine did prevail in the year of Christ One Thousand Seven hundred and thirty four but this Deponent saith that he doth know wether or not the Complainants father did being the Complainant to the said Randah Moodoo Moodeliar but this Deponent saith that he knows that the Complainant was in the Capacity of a Servant to the said Randah Moodoo Moodeliar and more he saith not to this forth Interrogatory —

5th To the fifth Interrogatory this Deponent saith that he hath heard that Comaroo Valoo Moodeliar was born about Seventy Years ago but this Deponent saith that he doth not know whether it was Previous or Subsequent to the Complainants arrival at the house of the said Randah Moodoo Moodeliar deceased — this Deponent saith that it is not customary or allowable amoungst those of this Deponents Cast or that of the natives in general to adopt the Child of a Stranger or Relation when such person so adopting any one has a Child of his own nor was such thing ever known among the Cast of this Deponent — and more he saith not to this fifth Interrogatory —

6th To the Sixth Interrogatory this deponent saith that he doth know the time when Comaroo Valoo Moodeliar married his first Wife as also the time of the Complainants marriage this Deponent saith that he cannot tell whether the Wife of the Complainant is or is not a Relation of the said Randah Moodoo Moodeliar deceased this Deponent saith that the Defendant in the title of these Interrogatories named was the second Wife of the said Comaroo Valoo Moodeliar this Deponent saith that the Consent or approbation of the Complainant was not required on the occasion of her marriage with the said Comaroo Valoo Moodeliar this Deponent saith that he was not present at the time such Marriage took place between the said Comaroo Valoo Moodeliar and the Deponent — this Deponent saith that he become acquainted with the same as the Marriage was celebrated in the same Street wherein this Deponent resided — and more he saith not to this or to the last Interrogatory —

Thos. Barry
Ex.D

Mayors Court at
Madraspatnam

Between Allagapah Moodeliar is Complainant and Cooyelauramah Administratrix of Randah Moodoo Moodeliar and also Administratrix of Comaroo Valoo Moodeliar Deceased is Deponent —

On the Part of the Defendant —

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

Carekisniah Moodeliar Merchant Inhabitant of Madras Aged Seventy two or Seventy three Years being produced as a Witness in this Cause On the Part of the Deponent was on the fifth day of August One Thousand Seven hundred and Ninety three Signified at the Office of Mr George Bildington Cook who is attorney for the Complainant by Casawah — my Servent who also left him a Note of the Name title and place of abode

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 Com-
plainant Allagapah Moodeliar in this Cause and that he hath so
known him forty five years or thereabouts and that he doth know the
Defendant Coojelourammah in this Cause and that he hath so known
her forty years or thereabouts and more he saith not to this first
Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith that he was well ac-
quainted with Randah Moodoo Moodeliar and his Son Camaroo
Valoo Moodeliar deceased. and that he was acquainted with them
about fifty years but this Deponent saith that he was not acquainted
with the Father of the said Randah Moodoo Moodeliar deceased and
more he saith not to this second Interrogatory —

3d ..... To the Third Interrogatory this Deponent saith that he doth know
that the Complainant in the title of these Interrogatories named
never was adopted by the said Randah Moodoo Moodeliar this
Deponent saith that he would would from the Intimacy which
subsisted between him and the said Randah Moodoo Moodeliar
have known if the said Complainant was adopted by the said Randah
Moodoo Moodeliar deceased. & more he saith not to this third Interrog-

4th ..... To the fourth Interrogatory this Deponent saith that a great famine
did prevail in the year of Christ One Thousand Seven hundred and
thirty four — and that the Complainant's father did bring the Com-
plainant to the said Randah Moodoo Moodeliar from the South-
ward and that he did leave the said Complainant with the said
Randah Moodoo Moodeliar for the purpose of being a Servant of
the said Randah Moodoo Moodeliar in consideration of being
supplied with food and apparel this Deponent saith that the
Complainant remained with the said Randah Moodoo Moo-
deliar about forty five years in the Capacity of a Servent — and
more he said not to this fourt Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that he doth know that
Camaroo Valoo Moodeliar was born about the year of our Lord One
Thousand Seven hundred and Twenty five and previous to the Com-
plainant's arrival at the House of Randah Moodoo Moode-
liar deceased and that the said Camaroo Valoo Moodeliar was
about fifteen years old at the time the Complainant came to
the House of the said Randah Moodoo Moodeliar this Deponent
saith that it is not customary or allowable among those of this
Deponents Cast or that of the Natives in general to adopt the Child of a
Stranger or Relation when such Person so adopting any one has a
Child of his own and that such a thing was never known among
this Deponents Cast and more he saith not to this fifth Interrog. —

6th ..... To the sixth Interrogatory this Deponent saith that he doth
know that Camaroo Valoo Moodeliar Married his first Wife
about forty five Years ago and that the Complainant was mar-
ried about thirty years ago this Deponent saith that the Wife
of the Complainant is not a Relation of the said Randah Moodoo
Moodeliar deceased but this Deponent saith he doth not know
to whom she is related — This Deponent saith that the Defendant
in the title of these Interrogatories named is the second Wife of the
said Camaroo Valoo Moodeliar and that the Consent or approbation
of the Complainant was not required nor was it necessary on
the occasion of the Marriage with the said Camaroo Valoo Moo
-deliar — this Deponent saith that he was present at the time
such marriage took place between the said Camaroo Valoo
Moodeliar and this Defendant — and more he saith not to this
last Interrogatory —

Sworn at Madras this 17th day of January 1807

Thos. Carey
Ex.r

Mayors Court at
Madraspatnam

Between Illagapah Moodeliar is Complainant and Cooyelaw ramah Administratrix of Randah Moodoo Moodeliar and also Administratrix of Comaroo Valoo Moodeliar deceased is defendant

On the Part of the Defendant

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

Cundapillah Cawkeeper Inhabitant of Madras Aged Sixty four years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the fifth day of August One Thousand Seven hundred and Ninety three Signified at the Office of Mr George Pilkington Cook who is attorney for the Complainant by Casawah my Servant who also left him a Note of the Name tittle 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 Illagapah Moodeliar in this Cause and that he hath so known him from his this Deponents Infancy and that he doth know the Defendant Cooyelauramah in this Cause and that he hath so known her thirty years or thereabouts and more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he was well acquainted with Randah Moodoo Moodeliar and his Son Comaroo Valoo Moodeliar deceased and that he was so acquainted with them from his this Deponents Infancy but this Deponent saith that he was not acquainted with the Father of the said Randah Moodoo Moodeliar deceased and more he saith not to this Second Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he doth know that the Complainant in the title of these Interrogatories named was never adopted by the said Randah Moodoo Moodeliar this Deponent saith that he would from the Intimacy that subsisted between him and the said Randah Moodoo Moodeliar have known if the said Complainant were ever adopted by the said Randah Moodoo Moodeliar deceased and more he saith not to this third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith that a great famine did prevail in the year of Christ One thousand Seven hundred and thirty four and this Deponent saith that he hath heard that the Complainants father did bring the Complainant to the said Randah Moodoo Moodeliar from the Southward and did leave the said Complainant with the said Randah Moodoo Moodeliar as a Servant and he was so taken by the said Randah Moodoo Moodeliar with whom he the Complainant remained in that Capacity for the space of Twenty years and more he saith not to this fourth Interrogatory

5th ..... To the fifth Interrogatory this Deponent saith that he hath heard the said Comaroo Valoo Moodeliar was born about Seventy eight or Seventy Nine years ago and that it was previous to the Complainants arrival at the House of the said Randah Moodoo Moodeliar deceased and that the said Comaroo Valoo Moodeliar was about fifteen years old at the time the Complainant came to the House of the said Randah Moodoo Moodeliar This Deponent saith that it is not customary or allowable among those of his Cast as that of the Natives in general to adopt the Child of a Stranger or Relation when such Person so adopting any one

one has a Child of his own nor was such a thing ever known among this Deponents Cast and more he saith not to this fifth Interrogatory—

6th ..... To the Sixth Interrogatory this Deponent saith that the said Comaroo Valoo Moodeliar married his first Wife about forty years ago, and that the Complainant was married about thirty years ago— this Deponent saith that the Wife of the Complainant is not a Relation of the said Randah Moodoo Moodeliar deceased, but that she is a Relation to the Sister of the Complainant. this Deponent saith that the Defendant in the title of these Interrogatories named was the second Wife of the said Comaroo Valoo Moodeliar— this Deponent saith that the Consent or the approbation of the Complainant was not required nor was it requisited on the occasion of her Marriage with the said Comaroo Valoo Moodeliar— this Deponent saith that he was present at the time such marriage took place between the said Comaroo Valoo Moodeliar & the Defendant and more he saith not to this or to the last Interrogatory—

Thos Parry
Cr

55 5 W 07

Mayors Court at
Madraspatnam

Between Allagapah Moodeliar is Complainant and Coyelaurmah Administratria of Randah Moodoo Moodeliar and also Administratria of Comaroo Valoo Moodeliar Deceased is Defendant—

On the Part of the Defendant

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

Soobramonya Moodeliar Merchant Inhabitant of Madras Aged forty Years or thereabouts being produced as a Witness in this Cause On the Part of the Deponent was on the eighth day of August One Thousand Seven hundred and Ninety three Signified at the Office of Mr George Pilkington Cook who is Attorney for the Complainant by Casawah my Servent 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 Allagapah Moodeliar in this Cause and that he hath so known him thirty years or thereabouts— and that he doth know the Defendant Coyelaurmah in this Cause and that he doth so known her thirty years or thereabouts and more he saith not to this first Interrogatory—

7th ..... To the Seventh Interrogatory this Deponent saith that the Complainant did some time previous to the death of Comaroo Valoo Moodeliar depart from the House of the said Comaroo Valoo Moodeliar and went to reside in a Small House which was built by the said Comaroo Valoo Moodeliar, for the Space of four Years or thereabouts— this Deponent saith that the said Comaroo Valoo Moodeliar did in the beginning of the Year One Thousand Seven hundred and eighty go to reside at Srangueber and staid there eighteen Months— and that he did after his arrival live seperate and apart from the family of the Complainant— This Deponent saith that Comaroo Valoo Moodeliar did build three Houses in Madras, and that they were Situated in the Street of Permall Moodeliar this

this Deponent saith that the Complainant did reside in one of the said three Houses and that he came to live therein in consequence of his two Sons being at that time in the Service of the said Comaroo Valoo Moodeliar this Deponent saith that the Complainant doth now live in one of the said three Houses - this Deponent saith that the bill of Sale of the Ground on which the said three Houses are built is in the name of the said Comaroo Valoo Moodeliar - this Deponent saith that the Defendant did build a fourth House on the remaining part of the same Ground since the death of the said Comaroo Valoo Moodeliar and more he saith not to this seventh Interrogatory -

8th ..... To the eighth Interrogatory this Deponent saith that he doth know that the Complainant never did enjoy the Rent of any one of the said Houses belonging to Comaroo Valoo Moodeliar deceased either previous or subsequent to the death of the said deceased this Deponent saith that the Rent of the said Houses was received by the said Comaroo Valoo Moodeliar in his life time and subsequent thereto by the Defendant this Deponent saith that the Tenant of one of the largest of the said Houses was sued in Court - this Deponent saith that such Tenant was sued by the Defendant, to whom he was obliged by a Duress of this Honble Court to pay the Rent to the Defendant and more he saith not to this eighth Interrogatory -

9th ..... To the Ninth Interrogatory this Deponent saith that Comaroo Valoo Moodeliar did about sixteen or seventeen Years ago adopt his Wifes brother whose Name is Narrain Moodeliar this Deponent hath looked at the Copy an Writing now Shewn to him at this the time of his examination marked with the Letter A. and says that the same is the Deed which was drawn at the time the said adoption took place & more he saith not to this or to the last Interrogatory -

Sworn to & subscribed
Tho.s Parry
Es.q

Mayors Court at
Madraspatnam

Between Allagapah Moodeliar is Complainant and Coopelauramah Administratrix of Randah Moodoo Moodeliar and also Administratrix of Comaroo Valoo Moodeliar deceased Defend.ts

On the Part of the Defendant -

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

Soondrayroorthy Conicoply Inhabitant of Madras Aged forty years being produced as a Witness in this Cause On the Part of the Defendant was on the sixteenth day of August One Thousand Seven hundred and Ninety three Signified at the Office of Mr. George Pilkington Cook who as Attorney for the Complainant by Casaubon my Servent 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 Allagapah Moodeliar in this Cause and that he hath so known him Twenty five Years and that he doth know the Defendant Coopelauramah in -

in this Cause and that he hath so known her twenty five years and more
he saith not to this first Interrogatory —

9th ..... To the Ninth Interrogatory this Deponent saith that Comaroo Valoo
Moodeliar did about twenty Years ago adopt one Narrainah Moo-
-delley. this Deponent hath looked at the Cadjan Writing now
produced and shewn to him at this the time of his Examination
marked A. and says that the same is the Deed which was
drawn at the time the said Adoption took place & more he
saith not to this or to the last Interrogatory —

Thos. Carry
Ens.

8 5 9 1

Mayors Court at

Madraspatnam

Between Maggapah
Moodeliar is Complainant
and Cogelauramah Admi-
nistratrix of Randah Moo-
doo Moodeliar and also
Administratrix of Comaroo
Valoo Moodeliar deceased is
Defendant —
On the Part of the Defendant —

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

Coopy a Calendar Brahmin Inhabitant of Madras Aged forty years
or thereabouts being produced as a Witness in this Cause On the Part of the
Defendant was on the Eighth day of August One Thousand Seven
hundred and Ninety three Signified at the Office of Mr George Pilkington
Cook who is attorney for for the Complainant by Caswah 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 Maggapah Moodeliar in this Cause and that he
hath so known him fifteen years or thereabouts and that he doth
know the Defendant Cogelauramah in this Cause and that he
hath so known her fifteen years or thereabouts and more he
saith not to this first Interrogatory —

10th ..... To the tenth Interrogatory this Deponent saith that he is
Minister for the purpose of performing religious Ceremo-
nies this Deponent saith that he hath been employed in per-
forming the Monthly religious Ceremonies in commemora-
tion of Comaroo Valoo Moodeliar deceased and that he has
performed them by the order of the Defendant and one Narrain
Moodeliar who have paid the expense thereof and more he
saith not to this Tenth Interrogatory —

11th ..... To the Eleventh Interrogatory this Deponent saith that Ran-
-dah Moodoo Moodeliar was the father of Comaroo Valoo Moo-
-deliar deceased the Husband of the Defendant and that he had
not any other Childe but the said Comaroo Valoo Moode
-liar this Deponent saith that the Name of the Grand
Father of the said Comaroo Valoo Moodeliar was Ogandau
-dey Moodeliar, and the Name of the great Grand father
of the said Comaroo Valoo Moodeliar was Egavara Moo-
-deliar this Deponent saith that he doth not know how-
many Children the said Grand father and great Grand fa-
-ther had respectively and more he saith not to this or to the
last Interrogatory —

10 9 92

Mayor's Court at
Madraspatnam

Between Allagapah Moodeliar is Complainant and Cooyelaurarrah Administratrix of Randah Moodoo Moodeliar and also Administratrix of Comaros Valos Moodeliar deceased is Defendant

On the Part of the Defendant

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

Catha Parroumaul Moodelly Peon Inhabitant of Madras Aged fifty three Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the twenty seventh day of July One Thousand Seven hundred and Ninety three Signified at the Office of Mr George Pilkington Cook who is attorney for the Complainant by Casawah my Servent 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 Allagapah Moodeliar in this Cause and that he hath so known him thirty five Years or thereabouts and that he doth know the Defendant Cooyelaurarrah in this Cause and that he hath so known her forty years or thereabouts and more he saith not to this first Interrogatory

11th To the Eleventh Interrogatory this Deponent saith that Randah Moodoo Moodeliar was the Father of Comaros Valos Moodeliar deceased the Husband of the Defendant and that he had one Daughter besides the said Comaros Valos Moodeliar this Deponent saith that the Name of the Grand father was Ogandauchey Moodeliar and the Name of the great Grand father of the said Comaros Valos Moodeliar was Ognaswarah Moodeliar this Deponent saith that the great Grand father had only one Son the aforementioned Ogandauchay Moodeliar and the said Ogandauchey Moodeliar had only one Son the said Randah Moodoo Moodeliar & more he saith not to this or to the last Interrogatory

Thos Parry Ex.r

The Mark + of Catha Parroumal Moodelly

Mayor's Court at
Madraspatnam

Tuesday the 15th day of April
Anno Domini 1794

Present
Henry Thichley Michell Esq.re Mayor
Andrew Ross John Mitford and
Benjamin Roibuck Aldermen

Between Allagapah Moodeliar of Madras Inhabitant Complainant and Cooyelaurarrah Administratrix of Randah Moodoo Moodelly Deceased Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attornies on both sides on Reading the Complainants Bill, the Defendants Plea and Answer, the Replication, the Amended Rejoinder, the Interrogatories and Depositions on the part of the Complainant, the Interrogatories and Depositions on the part of the Defendant

On Hearing the Pleadings made use of by the Attornies and

and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Complainant's Bill do Stand Dismissed, and it is further Ordered that the Consideration of the Costs do Stand over to a future day:—

H Holt

Filed the 15th April 1794.

To the Honble the Mayor's Court
at Madraspatnam

The Petition of Stephen Popham
one of the Attornies thereof

Sheweth

That your Petitioner finds his health much impaired, owing to too intense an application to Busines, and is advised by the Physician who attends him to relax from his accustomed application, as the only means of Reestablishing his Health—

Your Petitioner therefore prays to have three Months leave of absence, subject nevertheless to attendance in the meantime at the Requisition of the Honble Court or upon any other urgent occasion.—

Popham

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th day of April Anno Domini 1794—

Present

Henry Chickley Michell Esqr. Mayor
Andrew Ross — John Mitford and —
Benjamin Roebuck — Aldermen

Petition of Mr. Stephen Popham praing that he may be allowed Three Monthes leave of absence on Account of Indisposition — Granted accordingly:—

Filed 16th April 1794

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Soondara Mooty Modeliar of Madras Inhabitant by his Attorney Francis Alves of the same place Inhabitant that Vencataramen also of Madras Inhabitant Stands justly and truly indebted unto Your Orator in the full and just Sum of one hundred and Sixty one Star Pagodas thirty four 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 Sixty four Pounds and fourteen Shillings or thereabouts as more fully and at large appear by Copies of an Account Current, translate of a Mortgage Bond and an Assignment thereof hereunto annexed for the inspection of this Honble Court—

Court to which your Orator prays Reference may be had, the originals whereof are ready to be produced when required and Your Orator further sheweth unto this Honble Court that he hath frequently and in an Amicable and a friendly Manner demanded payment from the said Venkataramen of the said Sum of one hundred and Sixty one Star Pagodas thirty four fanams and Seventy cash But now so it is may it please this Honble Court that the said Venkataramen 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 Venkataramen 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 Orator the aforesaid sum of one hundred and Sixty one Star Pagodas thirty four fanams and Seventy 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 Venkataramen 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 Honorable 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

G. Pasley
Attyfor Compl.t.

Fort Saint George 16th April 1794.
This Bill was Shewn to me in the Court days of Adjournment let as Summons issue & Returnable Next Court day

H.E. Michell
Mayor

D.r Venkataramen in Account Current with Soubra Mootiah Moodelliar &c.

1782 May 1	To the Amount of your Mortgage Bond being date this day	85					
1788 April 1	To Interest on ditto to this Day being 11 Years 11 months & 8 days at 12 pr Cent pr Annum	11	11	8	12	13	4
					Pagodas	20	34

1758 June 12	By Cash Received on Account of Interest	26					
1788 July 15	By ditto	20					
1794 April 5	By Collance due	15			16	13	4
					Pagodas	20	34

Madras
9th April 1794

E. Ellis Deputy Register

A true Copy
G. Pasley
Attyfor Compl.t.

Translation of a Mortgage Bond dated 21st. Chitterey of Seobauntoo
Year Answering to Anno Domini 1st. May 1782—

I Vencataramen son of Vadagy Naicker of
Madras do give this Mortgage Bond to Soondra Moorty
Modelliyar of the Same place that is to Say—

In Consequence of my Urgent Occasion—
I have Mortgaged to you My House Situated in the Street
of Adepatteddy Pellayar's Pagoda between the Houses of
Boondamally Candapa Modelliyar and Maaganom
Vencataramen Naicker and its Chouttery Bill of Sale
and Borrowed and Received of you the Sum of 85 Eighty
five Current Star Pagodas which Sum I do hereby engage
to Repay you on demand with all Such Interest as shall
or may become due thereon at the Rate of 12 p Cent p
Annum Commencing from this date Witnesses Boon
damally Condapah Modelliyar and Arasoorreddy—
Vencatachella Modelliyar by their Knowledge this Mort
gage Bond was drawn by Arasoor Colandy Sooby

Witnesses (Signed) (Signed) Vencataramen

Arasoorreddy Venetachellom

On the 2d. Avony of Viruaruvasoo Year or 12th June 1785 Received
on account of Interest Pag.- 25— "
On the 5th. Audy of Kelagay Year or 15. July 1788—
Received on Account of Interest Pagodas — 20—

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

(Signed) Ranganaudom
Interpreter—

a true Copy

G Basley
Atty for Compl.t

To all to whom these presents Shall come Greeting Whereas
Vencataramen of Madras Inhabitant in and by the Ballance
of an Account Current bearing date the Ninth day of April
in the present Year of our Lord One Thousand Seven hundred
and Ninety four Arising upon a Certain Mortgage Bond
or writing Obligatory bearing date the first day of may in
the year one Thousand seven hundred and Eighty two Stands
justly and truly indebted unto Soondara Moorty Moodelliar
of the same place Inhabitant in the Sum of
One Hundred and Sixty one Pagodas thirty four Fanams &
Seventy Cash Current Money of Madras as will more fully
and at large appear by the said Account Current and a Mort-
gage Bond or writing Obligatory, Now know ye that
the said Soondara Moorty Moodelliar for a Valuable Con
sideration to him in hand paid by Francisco Neves also of
Madras Inhabitant at or before the Sealing and delivery
of these presents the Receipt whereof the said Soondara Moor-
ty Moodelliar doth hereby acknowledge, he the said Soondara
Moorty Moodelliar for the said Consideration hath assigned
and set over and by these presents doth assign and set
over unto the said Francisco Neves the said Account Current
and a Mortgage Bond or writing Obligatory and the mo-
ney or the 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 Soondara Moorty Moodelliar for
the Consideration aforesaid hath made Ordained Con
stituted and Appointed and by these presents doth make

Ordain

Ordain Constitute & appoint the said Francisco Alves his Executors and Administrators his true & Lawfull attorney or attornies irrevocable for him, and in his Name and in the Name and Names of his heirs Executors and administrators but for the Sole and proper Use and benefit of the said Francisco Alves his Executors and Administrators and assigns to ask require demand and Recive of the said Vencataramen his heirs Executors and administrators the Money due and to become due on the said Account Current and a Mortgage Bond or writing obligatory and on none payment thereof he the said Francisco Alves his heirs Executors and administrators or assigns to sue for and Recover the same and on payment thereof deliver up and Cancel the said Account Current and a Mortgage Bond or writing Obligatory and give Sufficient releases and discharges thereof and one or more Attorney or attornies under him to Constitute and Whatsoever the said Francisco Alves or his attorney or attornies Shall lawfully do in the premises the said Soondara Moorty Modelliar doth Cove=nant and promise with the said Francisco Alves that he the Soondara Moorty Modelliar hath not Received nor will Receive the said Money due on the said account Current and a Mortgage Bond or writing Obligatory or any part there=of Neither shall or will Release or discharge the same or any part thereof but will own and allow of all Lawful proceedings for the Recovery thereof he the said Francisco Alves Saving the said Soondara Moorty Modelliar harmless of and from any Cost that may happen to him thereby In Witness whereof the said Soondara Moorty Modelliar hath set his hands and Seal in Madras this Ninth day of April in the year One Thousand Seven hundred and ninety four

Signed /

Signed Sealed and delivered in the presence of
no Stamp Paper is to be had in the
Signed /

Signed /

a true Copy
Secry to the Compt.

Mayor's Court at Madraspatnam

Tuesday the 22 day of April Anno Domine 1794

Present

Henry Chicheley Michell Esqr. Mayor
Andrew Ross and Alexander Cockburn
Aldermen

Between Soondara Moorty Modelliar of Madras Inhabi=tant by his attorney Francisco Alves of the Same place Inhabi=tant Complainant and Venca=taramen also of Madras In=habitant Defendant.

The Defendent being in Court and acknowledg=ing 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 do pay unto the Complainant the full and just Sum of One hundred and Sixty One Pagodas Thirty four Fanams and Seventy Cash / Pagodas 161. 34. 70. / together with all such Interest or now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Ordered

Filed 19th April 1794.

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Aeroolandew Moodely of Madras Inhabitant that Semaun of the same place Inhabitant being on or about the Year of Christ one Thousand seven hundred and Ninety two indebted unto Your Orator in the sum of three hundred Pagodas current money of Madras did in order to secure the same unto your Orator execute unto your Orator one Bond or Obligation in writing bearing date the twelfth day of June and year aforesaid whereby he did became bound to pay unto Your Orator the said Sum of three hundred Pagodas together with an Interest of twelve per Cent per Annum and your Orator further Sheweth that as further security unto your Orator for the payment of the said sum of three hundred Pagodas together with the Interest that might become due thereon the said Semaun did Mortgage unto your Orator certain Premisses in the said hereinbefore in part recited Bond setforth. and your Orator further sheweth unto this Honble Court that the said Semaun did in and by the said hereinbefore recited Bond or Obligation covenant that in default of payment of the said sum of three hundred Pagodas and the Interest that might be due thereon your Orator should be at liberty to sue him the said Semaun in this Honble Court as by the said Bond or Obligation now in your Orator profession and ready to be produced when required may appear and your Orator sheweth unto this Honble Court that by reason of the Premises the said Semaun doth stand justly and truly indebted unto your Orator in the Sum of three hundred and Sixty five Pagodas forty fanams and forty Cash current money of Madras or in sterling Money of great Britain the sum of one hundred and forty six pounds seven shillings and two pance or thereabouts as will more fully and at large Appear by the Copy of an Account Current hereunto annexed for the Inspection of this Honble Court the original whereof is in your Orator Possession and ready to be produced when required and your Orator sheweth unto this Honble Court that the said Semaun being so indebted unto your Orator as aforesaid your Orator did frequently and in an amicable manner Request him to pay and satisfy unto your Orator the said Sum of three hundred and Sixty five Pagodas forty fanams and forty Cash

But now so it is may it please this Honble Court the said Semaun doth obstinately and will fully refuse to pay unto Your Orator the said sum of three hundred and Sixty five Pagodas forty fanams and forty Cash as any part thereof or to give unto your Orator any satisfaction in the Premisses To the end therefore that the said Semaun may upon his corporal Oath full true direct and perfect Answer make to all and singular the premisses as if the same was here again repeated and he thereunto particularly interrogated and that he may be decreed to pay unto your Orator the said Sum of three hundred and Sixty five Pagodas forty fanams and forty Cash together with all Costs of Suit and that your Orator may have such further and other general Relief in the Premisses as to this Honble Court may seem Meet

May

May it please this Hon^ble Court to Cause the said Semaun to be Summoned and Required by the Sheriff of Madraspatnam Fort Saint George and distrect thereof personally to be and appear before this Hon^ble Court at certain time and place to be by this Hon^ble Court prefixed and appointed then and there to Answer this your Orators Bill of Complaint and further to stand to and abide by such Order and decree therein as to this Hon^ble Court shall seem meet.

Fort Saint George 8 April 1794

Stuart Hall
atty for Compl^t.

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

H. C. Michell
Mayor

Mayors Court at Madraspatnam

Tuesday the 22^d day of April Anno Domini 1794

Present

Henry Chichley Michell Esq^re Mayor
Andrew Ross and Alexander Cockburn
Aldermen

Between Aurooladon Moodley of Madras Inhabitant Complainant and Semaun of the same place Inhabitant Defendant

The Defendent 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 do pay unto the Complainant the full and just Sum of three hundred and Sixty five Pagodas Forty Fanams and Forty Cash (Pagodas 365. 40. 40.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is mad also all Costs of this Suit

Dr. Semaun in Account Current with Aurooladon Moodelear Cr.

1792 June 12	To the amount of your mortgage Bond of this Date	300.—	1794 April 11	By Balance	365.40.40
1794 April 11	To Interest on D^o to this day being 1 Year 9 months and 29 day at 12 p^r Cent per annum	65.40.40			
	Pagodas	365.40.40		Pagodas	365.40.40

Fort Saint George 11 April 1794

(Signed) Aurooladon

a true Copy

Stuart Hall
atty for Compl^t.

Filed 22d April
1794

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15 day of April Anno Domini 1794—

Present.

Hy Chy Michell Esqr. Mayor
Andrew Ross John Mitford
& Benjn. Roebuck— Aldermen

Awadanam Paupiah Braminy
vers
Pendacavalram Streekistnah

Messrs. White & Ricketts Attornies for the Defendant prays leave to Decline Acting for want of money & Instructions— Ordered Accordingly unless Cause is shewn to the contrary by next Court Day and Ites further Ordered that the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made—

True Extract
G. Taylor
Regr.

In the Honble the Mayors Court at Madraspatnam

Between Awadanam Paupiah Braminy Complainant and Pendahevalram Stree— Streekistnah Defendant—

The Affidavite of William Herbert One of the Serjeant of this Honble Court—

This Deponent maketh Oath and Saith that he did on the Eighteenth day of this Present Instant of April Serve the above named Defendant with a Copy of the within Extract by leaving the same at his Dwelling house—

William Herbert
Mace Serjt.

Sworn to in Court
this 22d April 1794
G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d day of April Anno Domine 1794.—

Present
Henry Chichley Michell Esqr. Mayor
Andrew Ross— and Alexander Cockburn
Aldermen

Awadanum Paupiah Braminy
vers
Pendecavalram Streekistna

Affidavit of William Herbert of Service of Notice upon the Defendant of his Attornies having prayed leave to decline acting Sworn to in Court read and filed this day Ordered that Messrs. John White and Gilbert Ricketts be permitted to decline acting— The Attorney for the Complainant and for Attorney to act for him in the room of Messrs. John White and Gilbert Ricketts— Ordered Accordingly—

Filed 12 October 1793.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Oratrix Nancy Hagan of Madras widow and Inhabitant that Condraigula Jaggernaut Row of the same place in and by his Certain writing obligatory Sealed with his seal and bearing date the twelfth day of December in the year of our Lord One Thousand Seven hundred and Ninety one became bound to your Oratrix in the penal sume of Three Thousand Star Pagodas Conditioned for the payment of the sum of One Thousand and five hundred Star Pagodas unto your Oratrix within one year from the day of the date of the said writing obligatory together with interest for the same in the meantime at the rate of twelve per cent per Annum as by the writing obligatory under the seal of the said Condraigula Jaggernaut Row and ready to be produced and proved whenever this Honble Court shall require the same, and as by a true Copy thereof to this your Oratrixes Bill of Complaint annexed to which she humbly Craves leave to refer and which she prays may be taken and received as part hereof Relation being thereto had will more fully and at large appear and your Oratrix Sheweth that the said Condraigula Jaggernaut Row having paid unto your Oratrix the Sum of One hundred and eighty Pagodas upon Account of the interest money due upon his said Bond the said Condraigula Jaggernaut Row now standeth justly and truly indebted to your Oratrix in the sum of One Thousand Six hundred and fifty Pagodas for Principal monies and interest upon the foot of the said Bond or writing obligatory Making in sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagoda the sum of Sixteen hundred and sixty Pounds, or thereabouts and your Oratrix Sheweth unto this Honble Court that she hath frequently in a friendly manner Applied to the said Condraigula Jaggernaut Row to pay off and discharge the said Sum of One Thousand Six hundred and fifty Pagodas so due and owing to your Oratrix in manner aforesaid But now so it is may it please this Honble Court that the said Condraigula Jaggernaut Row to injure and defraud your Oratrix in this behalf hath not paid your Oratrix the said Sum sum of One Thousand Six hundred and fifty Pagodas or any part thereof but that hitherto altogether refused and still doth Refuse to pay her the same or to make your Oratrix Satisfaction touching the premises To the End therefore that the said Condraigula Jaggernaut Row may upon his Oath full true direct and perfect Answer make to all and Singular the matters and Charges aforesaid as fully truly and effectually to all intents and purposes as if the same were herein again Repeated and he thereunto particularly Interrogated and that the said Condraigula Jaggernaut Row may forthwith payments your Oratrix the aforesaid Sum of One Thousand Six hundred and fifty Pagodas with all such interest as shall hereafter become due thereon together with all costs and Expences which your Oratrix shall sustain and be put to in this suit and that your Oratrix may be further and otherwise relieved in the premises according to Equity and good Conscience and as the Nature of her case shall Require May it Please this Honble Court to cause the said Condraigula Jaggernaut Row 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

Court prefixed and appointed then and thereto Answer this
your Orators is Bill of Complaint and further to stand to
and abide by such Order and Decree therein as to this Honble
Court shall Seem Meet

Fort Saint George 12th day of Augt 1793
This Bill was shewn to me in the
days of Adjournment late a Summons
ispue Returnable Next Court day

Jno Mitford
Mayor

John White attg
for the Compl.t

Know all Men by these Presents that I Condraigula
Jaggernaut Row of Madras am held and firmly bound unto
Mr. Nancy Hagan of the same place in the penal Sum of
Three Thousand Pagodas Current Money of Madras to the
payment whereof well and truly to be made to the said
Mr. Nancy Hagan her heirs Executors Administrators or
Assigns I do hereby bind myself my heirs Executors and
administrators firmly by these presents In Witness
whereof I have hereunto set my hand and Seal in Madras
this twelfth day of December in the year One Thousand
Seven hundred and Ninety One

Whereas the above bound Condraigula Jaggernaut Row
hath borrowed and received of the above Named Mr. Nancy
Hagan the full and just sum of one Thousand and five hun
dred Pagodas Current Money of Madras to repay at in
terest at the rate of twelve per Cent per annum pay
able in one Year and the Interest I bind my self to pay
Monthly

Now the Condition of this Obligation is such, that if the above
bound Condraigula Jaggernaut Row his heirs Executors, Administra
tors or Assigns shall well and truly pray or cause to be paid unto
Mr. Nancy Hagan her heirs Executors Administrators or Assigns
the full and just Sum of One Thousand and five hundred Pagodas
together with such Interest as shall or may become due there
upon, then this Obligation to be void and of no Effect otherwise
to continue in full force and virtue

Condraigula Jaggernaut Row (L.S)

Signed, Sealed and delivered
wherein Stamped paper is to
be had in the presence of
Singaree Ranganadah
Canjeveram Chashaiyah

a true Copy
John White attg
for the Complainant

Mayor's Court at
Madraspatnam

Tuesday the 22d day of April
Anno Domini 1794

Present
Henry Chickley Michell Esqre Mayor
Andrew Ross and Alexander Cockburn
Aldermen

Between Nancy Hagan
of Madras Widow and Inhabitant
Complainant and Condraigula
Jaggernaut Row of the same
place Defendant

It Appearing by the Records of
this Court that the usual Rules have issued for the Defen
dant to Answer the Complainants Bill which he has neglec
ted doing This Court doth therefore think fit to Order and
Decree

Decree and doth accordingly Order and Decree that the Defendt. do pay unto the Complainant the full and just Sum of One thousand Six hundred and Fifty Pagodas / Pags. 1650 — / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Cost of this Suit. —

Filed 22d April 1794

To the Honble the Mayors Court at Madraspatnam

In the Cause of James Austen of Fort Saint George Merchant Complainant and James Flowers late of Madras Horse Dealer Defendant. —

The humble Petition of James Austin the above named Complainant —

Most humbly Sheweth —

That your Petitioner having filed a Bill of Compliant in this Honble Court against the above named Defendant for Recovery of a certain Sum of Money justly due and owing from him to your Petitioner and Your Petitioner having obtained a Decree thereon on the thirteenth Day of April which was in the Year of our Lord One Thousand Seven hundred and Ninety one. —

And From which said Decree the said Defendant hath appealed to the Honble the Court of Appeals at Madraspatnam —

Your Petitioner therefore prays this Honble Court will be pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause — and your Petitioner as in Duty bound. —

Shall Ever Pray

G. P. Cook —

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d day of April Anno Domini 1794 —

Present

Henry Chichley Michell Esqr. Mayor

Andrew Ross and Alexander Cockburn

Aldermen

James Austin

vers

James Flowers

Petition of the Complainant praying that the Proceedings in this Cause may be sent to the Court of Appeals read and filed this day — Ordered accordingly —

Filed 22d April 1794

In the Honble the Mayors Court at Madraspatnam

Between Thomas Parry

Respondent and Letchmana Raya

Raya Petitioner in the Cause where
in the said Thomas Parry is
Complainant and Ram Row
Defendant

The humble Petition of the above Respondent

Sheweth

That your Petitioner having filed his answer
in the above Matter and the same with the Petitioners Peti
tion having come to be heard in this Honble Court on the
twenty Ninth day of October last past this Honble Court
were pleased to Decree in favor of the Respondent from
which Decree the said Petitioner Rayaty Lutchumanna
Raya did Appeal—

Your Petitioner therefore prays that this Hon
Court will be pleased to Order their Rejester to send up the
original Papers in the above Matter to the Honble the Court
of Appeals to attend the hearing—

Wilkenson atty for Petitioner

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 22. day of April Anno Domini 1794

Present

Henry Chichley Michell Esqr Mayor
Andrew Ross and Alexander Cockburn
Aldermen

Thomas Parry
ver
Ram Row

Petition of the Respondent praying the Orig
Proceedings in this Matter may be sent up to the
Court of Appeals— Orde

Filed 26 April 1794

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court your Orator Venkatachella Cetty of Ma
dras Inhabitant that Sundiapan also of the same place
Inhabitant Stands indebted unto your Orator in the full and
just sum of Eighty Seven Star Pagodas Twenty Seven fanams
and Sixty Cash Current Money of Madras making in ster
ling Money of Great Britain at the rate of Eight Shillings
for every Pagoda the Sum of Fifty five Pounds One Shillings
and Three Pence or thereabouts as will more fully and at large
appear by the Copies of the Translation of a Mortgage Bond
and of an Account Current hereunto annexed for the inspecte
on 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 pro
duced to this Honble Court when Required and your Orator
further Sheweth unto this Honble Court that he hath frequent
ly and in a friendly manner Requested the paiment of
the said Sum of Eighty Seven Pagodas Twenty Seven fa
nams and Sixty Cash—

But now so it is and may it please
this Honble Court the said Sundiapan obstenately and
wilfully Refuses to pay the same or to give your Orator
any manner of satisfaction touching the premises—
your Orator a General Relief such as to this Honble
Court shall appear agreeable to Equity and good Con
science the End therefore that the said Sundiapan
may—

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 Eighty Seven Pagodas Twenty Seven fanams and Sixty 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 Arundeapan 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.

Madras 26 April 1794

This Bill was shewn to me in the days of Adjournment let a Summon Issue Returnable next Court day

H. C. Michell
Mayor

Gilbt. Ricketts for
John White and self
for Stephen Popham
Atty for Compt.

Translation of a Mortgage Bond Dated 27th Aswany of Keelagay year Answering to Anno Domini 7th September 1788.

We Arundiapan & Narroomagam Sons of Cauvanore Soobramonya Pundaurom of Madras and Copartners do give this Mortgage Bond to Vencatachella Chitty Son of Nagapah Chitty of Veaupary Cast of the same place That is to say.

In consequence of my urgent Occasion I have this day Mortgaged to you the Chaultry Paper Bill of Sale of my House Containing a half Ground together with its Materials situated at Peddoo Naicks Pettah near the Bound Ledge North to the Lane of Arrack Godown and South to the House of Caula Pundaurom and borrowed and Received of you the Sum of 130 One Hundred and Thirty Star Pagodas Current Money of Madras which Sum I do hereby Engage to Repay you on demand with all such Interest as shall or may become due thereon at the rate of 1 2/4 Cent p. Annum Indefault of which you are hereby Empowered to Recover it by prosecuting immediately in this Honble the Mayors Court Thus I Arundeapan & Narroomagam have Voluntarily given this Mortgage Bond to Vencatachella Chitty There is no Manner of Let or Molestation to it should there be any I am to get it Cleared Witnesses Paroomall Naickenson of Achya Naicken & Ponjaty Mootoo Ninah Chitty by their Knowledge this Mortgage Bond was drawn by Vauteyaur Mootoocomaran

Signed Arundeapan

Witnesses Signed
Causek Paroomall
Ponjaty Mootoo Ninah Chitty

On the 22d Study of Soumaya Year or 2d August 1789.

Dr. Andiapan in Account Current With Vencatachella Chitty Cr.

1788 Sept.r 7th	To the Amount of your Mortgage Bond of this date payable on Demand	130.-.-	1789 Augt 2	By Cash received in part	75.-.-		
				By do on account of Interest	10.-.-		
			Novr 7th	By do do	2.28.-		
					87.28.-		
1794 April 26th	To Interest on do from 7th September 1788 to this day being 5yrs 7mos 19ds @ 12 ℔ Cent per Annum	87.38.60	1794 April 26th	By Interest on Pags 75 from 2d 1789 to this day being 4yrs 8mos 24ds @ 12 ℔ Cent per Annum	42.25.-		
					130.13.-		
				By Balance Due	87.27.60		
	Pagodas	217.38.60			Pagodas	217.38.60	

Madras 26th April 1794

Errors Excepted

A True Copy
Gilbt. Ricketts for John White
and Self for Popham
attys for Compt.

Mayors Court at Madraspatnam

Tuesday the 29th day of April Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
William Webb — Andrew Ross and —
John Mitford — Aldermen

Between Vencatachella Chitty of Madras Inhabitant Complainant and Arundeapan als of the same place Inhabitant Defendant.

The Defendent 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 do pay unto the Complainant the full and just Sum of Eighty Seven Pagodas Twenty Seven fanams and Sixty Cash / Pagodas 87—27—60/ together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.

Ss Cuz

Filed 26th April 1794

To the Honble the Mayors Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court your Orator Manohar Doss of Madras Inhabitant that Seromana Doss also of the same place Inhabitant Stands indebted unto your Orator in the full and just Sum of Six hundred and Twenty Six Star Pagodas Thirty One fanams and forty Cash Current money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings as will more fully and at large appear by the Copies of the Translation of a Bond and 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 are in your Orators Possession and Ready to be produced to this Honble Court that he hath frequently and in a friendly manner requested the payment of the said Sum of Six hundred and Twenty Six Pagodas Thirty one fanams and forty Cash.

But now so it is and may it please this Honble Court the said Seromana Doss 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 Therefore that the said Seromana Doss may upon his Corporal Oath full true direct and profect answer make to all and singular the Matters and things herein-

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 Six hundred and Seventy Six Star Pagodas Thirty One fanams and forty 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 Seromana Doss 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 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 and Decree therein as to this Honble Court shall seem Meet

Fort Saint George 26th April 1794

This Bill was shewn to me Between the days of Adjournment the Complainant having Sworn to the Justness of his Demand and that he hath reason to believe that the Defendant may Abscond or conceal himself on hearing that a Bill is filed against him Let a Summons returnable immediately and a Warrant of Arrest Issue thereon

H. C. Michell
Mayor

Gilbt. Ricketts for
John White and self
for Stephen Popham
Atty for Complainant

Translation of a Bond Dated Aishauda Paudyamy of Pramadoocha Year answering to Anno Domini 9th July 1793.

I Seromana Doss Son of Bauwanauda do give this Bond to Manohar Doss Son of Ragonauda Doss Chitt is to say

In consequence of my urgent Occasion I have borrowed and Received of you the Sum of 575 Five hundred and Seventy five Current Star Pagodas of Madras which Sum I do hereby Engaged to repay you on Demand with all such Interest as shall or may become due thereon at the Rate of 12 Twelve per Cent p Annum which principal & Interest I am to pay in the Space of Eight Months at 75 Seventy five Pagodas p Month Indefault of which you are hereby Empowered to Recover it by Prosequting in the Honble the Mayors Court Thus I have Volantarely given this Bond

Witnesses Signed
Coppah Sasturloo
Lakemy Doss

Signed Seromana Doss Son of
Bauwanauda

I consent to what is above written

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

Ranganaudom
Interpreter

A True Copy

Gilbt. Ricketts for John White
and self for Stephen Popham

Filed 26th April 1794

In the Honble the Mayor's
Court at Madraspatnam

Between Manohar Doss of
Madras Inhabitant Complai
nant — and Seromana Doss
also of the same place Inhabi-
tant —

The above named Manohar Doss Maketh Oath and Saith that the above named Seromana Doss stands Justly and truly indebted unto this Deponent in the fuell and just Sum of Six hundred and Twenty Six Star Pags thirty One fanams and forty Cash and this Deponent further Saith that the nature of this Demand is fully stated in the Copies of the Translation of a Bond and of an account annexed to his Bill of Complaint filed this day in this Honble Court and this Deponent further saith that he hath reason to believe that the abovenamed Defendant may abscond or conceal himself on hearing that no Bill is filed against him —

A True Translation as near as can
be from Gentoo Language —

Ranganaudom
Interpreter

Sworn in Court the 26th April 1794 before us

Guilt. Stricklett for John Mair
Atty for Complt
Jno. Stephen Cotham
Atty for Complt

Dr Seromana Doss in Account with Manohar Doss ... Cr

1794 April 25th	To the Amount of your Bond of this date	573	
1794 April 25th	To Interest made from 7th July 1790 to this day being 3 yrs 9 mos & 18 days @ 15 p Cent per Annum	53	13 1/4
	Pagodas	626	13 1/4
1790 July 7th	By Balance Due		626 13 1/4
	Pagodas	626	13 1/4

A True Copy
Guilt. Stricklett for
John Mair
Atty for Complt
John Stephen Cotham
Atty for Complt

Mayors Court at Madraspatnam

Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
William Webb— Andrew Ross and—
John Mitford— Aldermen

Between Manohar Doss of Madras Inhabitant— Complainant and Seronna-na Doss also of the same place Inhabitant Defendant

This 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 do pay unto the Complainant the full and just— Sum of Six hundred and Twenty Six Pagodas Thirty one Fanams and Forty Cash/ Pagodas 626—31.—40/— together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit.—

J. Cruz

Filed 29th April 1794

To the Honble the Mayor's Court at Madraspatnam

Between James Barter assistant Surgeon of the Ninth Battalion of Native Infantry Complainant - and Cotha Ramasawmy and Pauloo Naick alias Pauloo Gouer of Madras Inhabitants Defendants

The Humble Petition of the abovenamed Complainant

Sheweth

That your Petitioner did on or about the Third Day of July which was in the year of our Lord One Thousand Seven hundred and Ninety Three Exhibite and file a Bill of Complaint in this Honble Court against the above named Defendants for the recovery of the Sum of One hundred and Twenty Six Pagodas Seventeen fanams and Seventy Eight Cash Current money of Madras upon certain Bond or Obligation Copy whereof is to the said Bill annexed — That to such Bill the Said Defendants appeared, whereupon the usual Rules Issued for the said Defendants to answer your Petitioners said Bill, the usual time allowed thereby having expired and no Answer being filed this Honble Court were pleased to order and Decree the said Defendants to pay unto your Petitioner the full amount said for with all Costs of this Suit, Your Petitioner further sheweth that the said Defendants did on the Twenty Sixth Day of August in the Said Year One Thousand Seven hundred and Ninety Three Appeal from the Decree of this Honble Court to the Court of Appeals but the said Defendants hath neglected to apply to this Honble Court to have the Pleadings in this Cause transmitted to the said Honble the Court of Appeals

Your Petitioner therefore most humbly prays this Honble Court will be pleased to direct their Register to Transmit the Pleadings in this Court to this Honble the Court of Appeals that the same may attend the hearing of the said Appeal And your Petitioner Shall ever Pray —

Wilkenson
Attorney for Petitioner

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794 —

Present

Henry Chickley Michell Esqr. Mayor
William Webb — Andrew Ross and —
John Mitford — Aldermen

James Barter
Cotha Ramasawmy and Pauloo Naick, alias —
Pauloo Gouer.

Petition of the Complainant praying that the Proceedings in this Cause may be sent up to the Court of Appeals read and filed this day — Ordered Accordingly. —

Filed 29th April

To the Honble the Mayor's Court at Madraspatnam

Between Cadumbaukum Con-
napa Moodelliar of Madras In-
habitant Complainant and
Ponnapan of the same place In-
habitant Defendant

The Humble Petition of the above named Defendant

Sheweth

That the above named Complainant did on or about the Thirteenth Day of March which was in the year of Christ One Thousand Seven hundred and Ninety Three Exhibit and file a Bill of Complaint in this Hon^ble Court against your Petitioner for the recovery of the Sum of Fifty five Pagodas Twenty Two fanams and Forty Cash Current Money of Madras to which said Bill of Complaint your Petitioner appeared, and the usual Rules did there-upon Issue of your Petitioner to answer the said Complai-nants Bill, but before he could be prepared to put in an answer, the time allowed by the said Rules Expired, when this Hon^ble Court were pleased to grant a Decree in favor of the said Complainant directing your Petitioner to pay to the said Complainant the full amount sued for with all Costs of this Suit — From which Decree your Petitioner did lodge an appeal to the Hon^ble the Court of Appeals —

Your Petitioner therefore most humbly prays this Hon^ble Court will be pleased to direct their Register to trans-mit the Pleadings in this Cause to the Hon^ble the Court of Appeals that the same may attend the hea-ring of the said Appeal —

And your Petitioner shall ever Pray

Wilkenson
Att^y for Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794 —

Present

Henry Chichley Michell Esq^r Mayor
William Webb — Andrew Ross and
John Mitford — Aldermen

Cadambaukum Connapa Moodelliar
vs
Ponnapa

Petition of the Complainant praying that the Proceedings in this Cause may be sent up to the Court of Appeals read and filed this day — Ordered Accordingly —

Filed 29th April
1794 —

To the Honble the Mayor's Court at Madraspatnam

Between Peter Walker late
one of the Attornies of the
Mayors —

Mayor's Court of Madraspatnam
Complainant and Charles Loyed
of Madras Inhabitant Defen
dant—

The Humble Petition of the above named Defendant

That the above named Complainant did some time on or about the Twenty fifth day of May which was in the Year of our Lord one Thousand Seven hundred and Ninety Two Exhibit and file his Bill of Complaint in this Honble Court against your Petitioner for the recovery of a certain Sum of money due to the abovenamed Complainant—

That after the usual Proceedings were had the said Seven hundred and Ninety three when this Honble Court were pleased to Direct that your Petitioner should pay unto the above named Complainant the full and just Sum of Two Thousand and Two Pagodas Ten fanams and forty Cash together with all such Interest due thereon and also all Costs of the Suit—

From which said Decree your Petitioner did appeal to the Honble the Court of appeals at Madraspatnam

your Petitioner therefore Pray that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above Cause to the Honble the Court of appeals to attend the hearing of the said Cause and your Petitioner as in Duty bound—

Shaw Ever Pray
E. Samuel
Attys for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqre Mayor
William Webb — Andrew Ross and
John Mitford — Aldermen

Henry DuPuy and Sloan Gibbons Executors of Peter Walker Deceased—

Charles Loyd

Petition of the Defendant read and filed this day, praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered Accordingly —

Filed 29th april 1794—

To the Honble the Mayor's Court at Madraspatnam

Between Tooloscaun Chitty Complainant and Cheva-gelroy Modeliar Defendant

The humble Petition of the abovenamed Defendt.

That the said Complainant did on or about the Eleventh day of December which was in the year of Our Lord One Thousand Seven hundred and Ninety file and exhibit a Bill of Complaint in this Honble Court against your Petitioner for the Recovery of the Sum of Two hundred and fifty One Pagodas and Twenty four fanams Current Money of Madras upon a Mortgage Bond and—

and an Account Current Copy whereof is to the said Bill annexed that your Petitioner appeared to the said Bill and put in his Plea and Answer and the Complainant having filed his Replication and Your Petitioner a Rejoinder issue did Join thereupon and Rules did pass for the Examination of Witnesses and Witnesses were Examined accordingly on both Sides and Your Petitioner Sheweth that thereupon publication having passed this Cause was set down to be heard and the same Coming on to be heard on the Eleventh day of March in the present year of our Lord One Thousand Seven hundred and ninety four this Hon^ble Court was pleased to order and decree that Your Petitioner should pay unto the Complainant the full Amount Sued for with all Costs of this Suit—

Your Petition Sheweth that your Petitioner said on the Twenty fourth day of March which was in the present Year One Thousand Seven hundred and Ninety four appeal from the Decree of this Hon^ble Court to the Court of Appeals but that the said Complainant having Neglected to apply to this Hon^ble Court to have the Pleadings in this Cause transmitted to the Hon^ble Court of Appeals—

Your Petitioner therefore most humbly Prays this Hon^ble Court will be pleased to direct their Register to Transmit the Pleadings in this Cause to the Hon^ble the Court of Appeals that the same may attend the hearing of the said Appeal and your Petitioner shall Ever Pray—

Stuart Hall
Att^y for Pet^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esq^re Mayor
William Webb— Andrew Ross and—
John Mitford— Aldermen

Tootcane Chitty
vers
Chengleroy Chitty

Petition of the Defendant Read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals— Ordered— Accordingly—

Filed the 29th April 1794

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

Between Andrew Mount
by his Attorney Alexander
Melven Complainant and
Sheppard Forbes Defendant—

The humble Petition of the above named Defendant—

That the said Complainant did on or about the day of May which was in the Year of our Lord One Thousand Seven hundred and Ninety three file and Exhibit a Bill of Complaint in this Hon^ble Court Against your Petitioner for the recovery of the Sum of Two hundred and thirty one Pagodas Thirty three fanams and Sixty Cash Current Money of Madras upon Account Current and Copy whereof is—

is to the said Bill annexed that your Petitioner appeared to the said Bill and put in his Demurrer and the Complainant having filed his Joinder the same come on to be heared on the Tenth day of December which was in the year of our Lord One Thousand Seven hundred and Ninety three when this Hon^ble Court was pleased to dismiss the said Complainants Bill of Complaint with all Costs of Suit.

And your Petitioner Sheweth that the said Complainant did on the Twenty third Day of December which was in the year of Our Lord One Thousand Seven hundred and ninety three appeal from the Decree of this Hon^ble Court to the Court of Appeals but that the said Complainant having neglected to apply to this Hon^ble Court to have the Pleadings in this Cause Transmitted to the Hon^ble Court of Appeals —

Your Petitioner therefore most humbly Prays this Hon^ble Court will be pleased to direct their Register to Transmit the Pleadings in this Cause to the Hon^ble the Court of Appeals that the same may attend the hearing of the said Appeal and your Petitioner Shall Ever Pray —

Stuart Hall
Att^y for Pet^r

Extracts from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794 —

Present

Henry Chichley Michell Esq^r Mayor
William Webb — Andrew Ross and —
James Mitford — Aldermen

Andrew Mouat by his Attorney Alexander Melvin
vers
Steppend Terhorst

Petition of the Complainant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of appeals — Ordered Accordingly —

Fil^d the 29th April 1794 —

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

Between Meyore Sheda-
tiah Bramineey Complainant
and Josias Dobree Barber —
Executor of Theodore Jervy
Tanner Deceased Defendant —

The humble Petition of the above named Defend^t —

That the said Complainant did on or about the Twenty Second day of November which was in the year of our Lord One Thousand Seven Hundred and Ninety two file and Exhibit a Bill of Complaint in this Hon^ble Court against Your Petitioners Testator for the recovery of the Sum of Two hundred and twenty Pagodas Seventeen and Eighty Cash Current Money of Fort Madras upon a Promissory note Executed to the Defendant by the said Testator —

Testator Copy whereof is to the said Bill annexed that your Petitioner appeared as Executor to the said Bill and put in his answer and the Complainant having filed his Replication and your Petitioner a General Rejoinder issue did Join thereupon and Rules did pass for the Examination of Witnesses and Witnesses were Examined Accordingly on the part of the Complainant and your Petitioner Sheweth that thereupon publication having passed the said Cause was set down to be heard and the same coming on to be heard on the Twenty fourth day of September which was in the Year of Our Lord One Thousand Seven hundred and Ninety three this Hon^ble Court was pleased to order and decree that Your Petitioner as Executor as aforesaid should pay unto the Complainant the full amount Sued for & that all Costs of Suit should be paid unto the Complainant out of your Petitioners Own packet —

Your Petitioner Sheweth that your Petitioner did on the Seventh day of October which was in the Year of Our Lord One Thousand Seven hundred and Ninety three appeal from the Decree of this Hon^ble Court to the Court of Appeals but that the said Complainant having neglected to apply to this Hon^ble Court to have the Pleadings in this Cause transmitted to the Hon^ble Court of Appeals —

Your Petitioner therefore most humbly Prays this Hon^ble Court will be pleased to direct their Register to transmit the Pleadings in this Cause to the Hon^ble the Court of appeals that the same may attend the hearing of the said appeal

And your Petitioner shall Ever Pray

D. Stuart Hall
Att^y for Pet^o

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794 —

Present

Henry Chichley Michell Esq^r Mayor
William Webb — Andrew Ross and
John Milford — Aldermen

Meyore Shellapah Braminy

Versus

Joseas DuPré Corcher Executor of Theodore Jve Junr Deceased.

Petition of the Defendant read and filed this day praying that the Original Proceedings in this Court may be sent up to the Court of Appeals — Ordered — Accordingly —

Filed the 29th April 1794

To the Honble the Mayors Court at Madraspatnam

Between Kistna Row
Complainant and Daniel
Murray Defendant

The Humble Petition of the above named Com-
plainant

Sheweth

That your Petitioner did on or about the Twelfth day of april which was in the year of our Lord One Thousand seven hundred and Ninety three, file and Exhibit a Bill of Complaint against the above named Defendant for the recovery of the sum of six hundred and thirteen Pagodas twenty eight fanams and ten cash Current money of Madras, To which said Bill of Complaint the Defendant put in his answer, and your Petitioner having Replied the Defendant Rejoined, after which issue joined and Witnesses being Examined on both sides, the cause was set down for hearing and on Tuesday the Eleventh day of February in the year of our Lord one Thousand seven hundred and ninety four, come on to be heard by and before this Honble Court when they were pleased to order and Decree that the Defendant should pay to your Petitioner the sum sued for From which Decree the said Defendant did Appeal to the Honble the Court of Appeal.

your Petitioner therefore humbly prays that the several papers and Vouchers in the said Cause may be sent up to the said Court to attend the hearing thereof

And your Petitioner will ever pray

G. Thalmer
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
William Webb — Andrew Ross and
John Metford — Aldermen

Kistna Row
versus
Daniel Murray

Petition of the Complainant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered Accordingly

Filed 29th April 1794

To the Honble the Mayors Court at Madraspatnam

Between Myla Eya Moo-
delly Complainant and Go-
vernada Button Defendant,
and wherein Tylamma the
Widow and Executrix named
in the last Will and Testament
of Veeranen deceased is
Petitioner and Myla Gah
Modelly Respondent.

The Humble Petition of the about named Petitioner

Sheweth

That the above named Complainant did on or about the eight day of December which was in the year of Christ one Thousand seven hundred and Eighty seven file and Exhi-
bit a Bill of Complaint against the above named Defendt for

for the recovery of the sum of Two hundred and sixty nine Pagodas seven Fanams and forty Cash Current Money of Madras to which said Bill of Complaint the Defendant appeared and acknowledged the Justness of the Debt, this Honble Court was pleased on the Eleventh day of the said month of December in the said year, to pass a Decree in favor of the Complainant, which Decree the said Defendant not having satisfied, Warrant of Execution did thereupon issue, by virtue of which Warrant the said Complainant did seize upon a certain House the property of your Petitioner To prevent the Sale of which House your Petitioner did file a Petition praying that the Sheriffs seals might be taken therefrom. The Merits whereof coming on to be heard by and before this Honble Court, they were pleased to order and Decree that the Sheriffs Seals should be taken off the premises, From which Decree the said Respondent did lodge an appeal to the Honble the Court of Appeals

Your Petitioner therefore humbly prays the several papers and Vouchers in the said cause may be sent up to the said Court to attend the hearing

And Your Petitioner will ever pray

G. Chelmer
atty for Pets

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794

Present

Henry Chickley Michell Esqr Mayor
William Webb — Andrew Ross and —
John Mitford — Aldermen
Myla Eyah Moodelly
&
Goroonada Buttun

Petition of the Petitioner read and Filed this day praying that the Original Proceedings in this Matter may be sent up to the Court of Appeals — Ordered Accordingly

Filed the 29th April 1794

To the Honble the Mayors Court at Madraspatnam

Between Aratoon Jacob
and John Shamier Executors
of Anna Johannes Ter Jacob
deceased Complainants and
Philipus Jacob Patum Defendt

The humble Petition of the above named Complainant

Sheweth

That your Petitioners did on the twenty third day of October, in the year of Our Lord One Thousand Seven hundred and ninety two, Exhibit and file their Bill of Complaint in this Honble Court against the above named Defendant for the recovery of a certain sum of money due to your Petitioners by the said Defendant

That after the usual proceedings will had the cause —

Filed 29th April 1794-

To the Honble the Mayors Court at Madraspatnam

Between Caumatchy Ammah of Madras Inhabitant the acting Administratria of Neleyapah Commandant Deceased Complainant and Vencataramiah Now or late also of Madras Banian Defendant—

The Humble Petition of Vencataramiah— Banian the above Named Defendant—

Sheweth That the above named Complainant did some some time on or about the Ninth day of February which was in the Year of Our Lord One Thousand Seven hundred and Ninety two, Exhibit and filed his Bill of Complaint in this Honble Court against your Petitioners for the Recovery of a certain Sum of Money thereby charged to be owing to the Complainant as administratria aforesaid—

That after the usual proceedings were had the said Cause Came on to be heard on the Fourt Day of March One Thousand Seven hundred and Ninety Four when this Honble Court was pleased to Decree that your Petitioner should pay unto the above named Complainant the Sum Sued for together with all such Interest due thereon, and also with Double Costs of the Suit—

Your Petition therefore prays that this Honorable Court will be pleased to order the Register to Sent up the Original Papers in

Cause came on to be heard on the fourth day of march in the Year One Thousand Seven hundred and ninety four, when this Honble Court was pleased to decree that the said Defendant should pay unto Your Petitioners as Executors as aforesaid the sum sued for together with all interest due thereon—

From which said Decree, the said Defendant did— appeal to the Honorable Court of appeals at Madraspatnam—

Your Petitioner therefore pray that this Honble Court will be pleased to Order the Register to send up the Original Papers in the above cause to the Honble the Court of appeals to attend the hearing of the said— Appeal—

And Your Petitioners as in duty bound— Shall Ever Pray

John White
Gilbt Ricketts
attys for the Compt & the Petrs

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqre Mayor
William Webb — Andrew Ross and
John Mitford — Aldermen
Aratoon Jacob and John Shamier Executors of Anna Johannes Ser Jacob Deceased—

vers

Phillipus Jacob Paturn

Petition of the Complainants read filed this day, praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered Accordingly—

in the above Cause to the Hon^ble the Court of Appeals to attend the hearing of the said Appeal—

And your Petitioner as in duty bound shall Ever Pray

John White
Gilb^t. Ricketts
Att^y. for the Defend^t
the Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chickley Michell Esq^re Mayor
William Webb— Andrew Ross and
John Milford— Aldermen

Caumatchy Ammah the acting Administratrix of Nelyapah Commandant Deceased—
versus
Vencataramiah Braming

Petition of the Defendant read and filed this day, praying that the Original Readings in this Cause may be sent up to the Court of Appeals— Ordered Accordingly—

Filed 29th April 1794—

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

In the Matter wherein Suncoo Pidda Kistnamah Chitty is Petitioner and Thomas Chase Respondent— In the Cause of—

Thomas Chase versus Suncoo Kamah alias Chinna Saumey—

The Humble Petition of the above named Petitioner

Sheweth—

That on or about the Nineteenth day of January in the Year of Our Lord One Thousand Seven hundred and Ninety two Your Petitioner did Exhibit and file his Petition did Exhibit and file his Petition in the above Cause and did therein and thereby pray that the Sheriffs Seals might be taken off certain premises the property of your Petitioner and taken in Execution by the said Sheriff at the Instance of the Complainant above named and Your Petitioner Sheweth that the Complainant having thereupon filed his Answer to Your Petitioners said Petition issue did join thereon and rules did pass for the Examination of Witnesses; and Witnesses having accordingly been Examined on both Sides, the said Matter was set down to be heard and the same coming on to be heard accordingly this Hon^ble Court was pleased to grant the prayer of your Petitioners said Petition with double Costs to be paid by the said Respondent— and your Petitioner Sheweth unto this Hon^ble Court that the Respondent did on or about the Twelfth day of November and in the Year of Our Lord One Thousand Seven hundred and Ninety three Appeal from the said order of this Hon^ble Court, to the Hon^ble the Court of Appeals at Madraspatnam—

your Petitioner therefore prays that this Hon^ble Court will be pleased to order the Register to send up the original Papers in the above matter to the Hon^ble the Court of Appeals to attend the hearing of the said Appeal—

And your Petitioner as in duty Bound—

John White
Gilb^t. Ricketts
Att^y. for the Petitioner

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
William Webb — Andrew Ross and —
John Mitford — Aldermen
Thomas Chase

Between
Seincoo Ramah alias Chinna Sawmy.

Petition of Seincoo Peddah Ristnamah Chitty praying that the Original Proceedings in this Matter may be sent up to the Court of Appeals read and filed this day — Ordered Accordingly. —

Filed 29th April 1794

To the Honble the Mayor's Court at Madraspatnam

Between Joseph — Antonio Complainant and Thomas Cockburn and Samuel Moocartish Moorat Executors of Edward Raphael deceased Defendant —

Sheweth

The humbel Petition of the above named Defendant

That the said Complainant did on or about the twenty sixth day of September which was in the year of our Lord One Thousand Seven hundred and Ninety three file and exhibit his Bill of Reviver in this Honble Court against Your Petitioners as Executors aforesaid in the suit aforesaid that Your Petitioners appeared to the said Bill of Reviver and filed their Demurrer thereto and the Complainant having filed his Joinder the same came on to be heard on the tenth day of December which was in the Year of Our Lord One Thousand Seven hundred and ninety three when this Honble Court was pleased to over Rule the said Demurrer and to grant the prayer of the Complainants said Bill of Reviver with — all Costs of suit —

And your Petitioners Shew on the twenty third day of December which was in the Year of Our Lord One Thousand Seven hundred and ninety three your Petitioner appealed from the Decree of this Honble Court to the Court of appeals at Madras-patnam —

Your Petitioner therefore most humbly Prays this Honble Court will be pleased to Order that the Pleadings in this Cause be sent up to the Honble the Court of appeals that the same may attend the hearing of the said appeal and your Petitioners — shall Ever Pray —

John White
Geo. Ricketts
attys for Petr. the
Defendt —

Extract —

Extracts from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
William Wells — Andrew Ross and —
John Mitford — Aldermen

Joseph Antonio

Thomas Cockburn and Samuel Moocartish Moorad Executors of Edward Raphael Deceased

Petition of Defendants read and filed this day — praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered accordingly —

Filed 29th April 1794.

L.S.

At the Court at St. James's the 24th of July 1793

Present

The Kings Most Excellent Majesty

Marquis of Bath — Mr. Chancellor of the Exchequer
Viscount Sydney — Mr. Secretary Dundas
Lord Amherst — Sir Richard Worsley Bart.

Whereas there was this Day read at the Board, a Report from the Right Honorable the Lords of the Committee of Council for hearing Appeals from the Plantations &c. dated the 18th of this Instant, in the Words following — viz.

"Your Majesty having been pleased by Your Order "in Council of the 5th of this Instant, to refer unto this "Committee, The humble Petition of the United Company "of Merchants of England, trading to the East Indies, setting "forth, That on or about the 3d day of February 1789 The Peti- "tioners filed their Bill in the Mayors Court at Madras- "patnam in the East Indies against Charles Floyer Esquire, "a Senior Merchant in the Service of the petitioners; praying "that the said Charles Floyer might be decreed to pay to the "petitioners the Sum of One Lack two thousand and twenty eight "Star Pagodas, twenty Fanams and sixty seven Cash, in the "said Bill mentioned, together with all such Interest as was "then due or might thereafter become due thereon — That the "said Charles Floyer afterwards put in his Plea and answer "to the said Bill, and the said Cause being brought to Issue, "and divers Witnesses having been examined, the same Cause "came on to be heard in the said Mayors Court on the 19th day of "april 1791; when the said Court was pleased to decree, and "did Decree that the said Charles Floyer should pay to the "petitioners the full and just Sum of One Lack two thou- "sand and twenty eight Star Pagodas, twenty Fanams and "sixty seven Cash, together with all such Interest as then "was or should thereafter become due thereon until full "payment should be made, and also Costs of the said Suit — "That on the 2nd day of May 1791, the said Charles Floyer "appealed from the said Decree of the Mayors Court to the "Honble the Court of Appeals at Madras, praying that the "said Decree might be reversed, and that the Petitioners "said Bill might be dismissed with Costs; That on the 26th "day of November 1791, the said Appeal came on to be heard, "when the said Court of Appeals were pleased to Order and "Decree, and did Order and Decree, that the said Decree of the "Mayors Court should stand affirmed, and that the said "Appeal should be dismissed with Costs; that on the "9th day of December 1791, the said Charles Floyer appealed —

„ appealed from the said Decree of the said Court of Appeals at Madras
„ to your Majesty; That the said Charles Floyer has not yet presented
„ any Petition of Appeal in the said Cause to Your Majesty, nor have
„ any Proceedings been taken therein — The Petitioners therefore
„ humbly pray that the said Appeal may be dismissed with
„ Costs, for want of prosecution — The Lords of the Committee,
„ in Obedience to your Majesty's said Order of Reference, have
„ this Day taken the said Petition into Consideration, and were
„ attended by the Solicitor for the Petitioners thereupon, and it
„ appearing to be upwards of Nineteen Months since the said
„ Decree was made, and that the appellant hath not during
„ all that time presented any Petition of Appeal from the
„ said Decree to your Majesty in Council, or taken any steps
„ for prosecuting the same, — Their Lordships do agree to
„ Report as their Opinion to Your Majesty, that the Appeal
„ of the said Charles Floyer from the said Decree of the Court
„ of Appeals at Madras of the 9th of December 1794 ought
„ to be dismissed for non prosecution with Twenty Pounds —
„ Sterling Costs. —

His Majesty taking the said Report into Consideration, was —
pleased, with the Advice of His privy Council to approve thereof,
and to Order, That the said Appeal of the said Charles Floyer from
the said Order or Decree of the Court of Appeals at Madras of the
9th of December 1794, be, and the same is hereby Dismissed this Board
for non prosecution, with Twenty pounds Sterling Costs — Whereof
the Governor or President and Council of Madras for the time being, the
Mayors Court there, and all other persons whom it may concern, are
to take Notice and govern themselves accordingly. —

Steph: Cottrell —

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 29th day of April Anno Domini 1794 —

Present

Henry Chichley Michell Esqre Mayor
William Webb — Andrew Ross and —
John Mitford — Aldermen

The United Company by their Agents and —
Representatives The Honble Major General William
Medows, Sir Charles Oakeley Baronet and Ernes Wil
liam Fallofield —
vers
Chales Floyer

Messrs John White and Gilbert Ricketts ap
pear as Attornies for the Complainants and pray leave
to deliver into Court the Order of His Majesty in Council —
whereby the Defendants appeal from the Decree of
the Court of Appeals of the December 1794. was Dis a
missed for non Prosecution and as the Defendant has not
satisfied the Decree of this Court they pray that a Warrant
of Execution may issue. —

Filed 26th Nov. 1795.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Oratrix Anna Seth Aviet of Ma
dras Inhabitant Administratrix of all and Singular the
Goods Chattels Rights and Credits of Seth Aviet Late of
Madras —

Madras Armenian Merchant Deceased — that Sarad Ceja Maul of Madras Armenian Merchant Stands indebted unto your Oratrix as Administratrix as aforesaid in the full and just Sume of Four Thousand Seven hundred and Seventy One Star Pagodas Thirty eight fanams and forty Cash Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Thousand Nine hundred and eight Pounds fifteen Shillings and Three pence or thereabouts as will more fully and at large appear by the Copies of the Translation of an Award and of an Account Current hereunto Annexed for the Inspection of this Honble Court and prayed by your Oratrix to be taken as part of this his Bill of Complaint the Original whereof are in your Oratrixes Possession and ready to be produced to this Honble Court when Required and your Oratrix Sheweth that in the life time of the said Seth Aviet he and the said Sarad Ceja Maul have had several Dealings and Transaction and the said Seth Aviet departed this life Intestate and at the time of his Death the said Sarad Ceja Maul was indebted to him in a Considerable Sum of Money and your Oratrix Sheweth that after she obtained from this Honble Court Letters of administration to the Estate and Effects of her said Husband and took upon herself the whole burden and execution of the said Estate She made out the Accounts of the Said Sarad Ceja Maul from the Books of the said Seth Aviet and produced the same to the said Sarad Ceja Maul and demanded of him the Balance thereof but the said Sarad Ceja Maul Refused to pay the same under pretence that he had several Claims on the Estate of the said Seth Aviet and your Oratrix finding it impossible to bring him to any amicable Settlement with your Oratrix She did on the Ninth day of February last past file a Bill in this Honble Court against the said Sarad Ceja Maul who on the Receipt of the Summons proposed to leave the matter to Arbitration and to abide by the award to which your Oratrix chearfully Consented and accordingly the said Sarad Ceja Maul and Your Oratrix did Choose Aratoon Jacob, Manook Jacob Jan and Joannes Shamier to Arbitrate and Settle the said Accounts and for the due performance of such award as the said Aratoon Jacob, Manook Jacob Jan and Joannes Shamier might make the said Sarad Ceja Maul and your Oratrix did enter into Penalty Bond each for the Sum of Ten Thousand Pagodas and your Oratrix Sheweth that She as well as the said Sarad Ceja Maul did lay their respective Claims before the said Arbitrators who Sat several days and took up about Seven Months to investigate their Several Books, Accounts and Vouchers and made their Award in Writing under date the Twenty eighth day of September in this Present Year of Our Lord One Thousand Seven hundred and Ninety One and did thereby adjudge that the said Sarad Ceja Maul should within fifteen days from the date of the said Award Pay unto your Oratrix the Sum of Five Thousand Two hundred and Seventy Two Pagodas and three fanams and the said Arbitrators did also Order the said Sarad Ceja Maul to pay unto your Oratrix a further Sum of Thirteen Pagodas being half of the Charges incurred by your Oratrix for filing the said Bill of Complaint in this Honble Court Against the said Sarad Ceja Maul on the said Ninth day of February last past and your Oratrix further Sheweth that the said Arbitrators did in and by the said award further Adjudge that Your Oratrix should pay unto the said Sarad Ceja Maul as the Surviving Administrator of the said Gregorio Miguel the Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash being the Amount of a certain Debt said to be due by the Father of the said Seth Aviet to the Estate of the said Gregorio Miguel and the said Arbitrators did also award that on your Oratrix's paying the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash to the said Sarad Ceja Maul that he should pass a Receipt and Indemnification for the same and according Your Oratrix in performance of the said award did give Credit for

for the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash in her said Account Current hereunto annexed all which Several Matters and things Your Oratrix Sheweth will appear by the said award Copy of the Translation whereof is hereunto annexed and Your Oratrix Sheweth that She hath frequently and in a friendly Manner Requested the Payment of the Balance of the said Account Current being Four Thousand Seven hundred and Seventy One Pagodas Thirty eight fanams and forty Cash together with the Receipt and Indemnification for the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash as it were adjudged and awarded by the said Award

But now so it is and may it please this Honble Court the said Sarad Cja Maul obstenately and wilfully refuses to pay the same or to give your Oratrix any manner of Satisfaction touching the Premises pretending that he is ready and willing to pay your Oratrix's Claim as it was adjudged by the said arbitrators but that he would not do it without first obtaining from your Oratrix an Indemnification signed by herself and two Creditable Securities for a Certain Sum of Money which was taken and Received by the said Seth Aviet and Soros Seraviet for account of the Sherimans and their Factors from the Estate of Gregoris Miguel to whose Estate the said Seth Aviet and Sarad Cja Maul were at that time Administrators and the said Sarad Cja Maul insists that the same is mentioned in the said Award but your Oratrix Sheweth that by the face thereof it is plainly to be understood that Your Oratrix Should pass an Indemnification from herself only to the said Sarad Cja Maul which She hath accordingly done in as full and ample a manner as it was adjudged by the said arbitrators and delivered the same to the said Sarad Cja Maul who is now in possession thereof and as the said award does not make mention that any Securities should be joined with your Oratrix in the said Indemnification Your Oratrix humbly conceives that the said Sarad Cja Maul hath no right to demand the Same from Your Oratrix and Your Oratrix further Sheweth that the said arbitrators did also by their said award among other things adjudge that Your Oratrix should pay unto the Said Sarad Cja Maul as the Surviving Administrator of the said Gregoris Miguel the Money belonging to One Catchick Ennias which was Retained in the hands of the said Seth Aviet on account of a debt due by the said Catchick Ennias to the Estate of the said Gregoris Miguel which Money being Nine hundred and fifty One Pagodas and Seven fanams and three Quarters the whole Sum which was Retained by the said Seth Aviet and now in the hands of Your Oratrix which Sum of Nine hundred and fifty one Pagodas and Seven fanams and three Quarters Your Oratrix hath often tendered to pay unto the said Sarad Cja Maul on his passing an Indemnification with Two Creditable Securities joining thereto according to the tenor of the said award but the said Sarad Cja Maul hath Refused to receive the said Money or to pass any Indemnification whatever 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 Sarad Cja Maul 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 the said Sarad Cja Maul may particularly set forth whether he had

had not Several dealings with the said Seth Aviet in his lifetime and whether in the cause of such dealings he did not become Indebted unto the said Seth Aviet in a Consideration Sum of money and whether the said Seth Aviet did not die Intestate as aforesaid and whether the said Anna Seth Aviet did not as his Widow and Relict obtain Letters of Administration to his Estate and Effects and take upon herself the Burden and Execution thereof and whether the said Anna Seth Aviet as Administratrix aforesaid did not make out the Account of the said Sarad Ceja Maul from the Books of the said Seth Aviet and produce the same to him and demand the Balance thereof and whether he did not refuse to pay the same or to come to any amicable Settlement under pretence that he had some Claims on the said Estate and whether she did not in consequence of such Refusal file a Bill against him in this Honble Court as aforesaid and that he may also set forth whether he did or did not on Receipt of the Summons to answer the said Bill propose to leave the matter in dispute to Arbitration and to abide by whatever award such Arbitrators should make therein and whether Your Oratrix and the said Sarad Ceja Maul did not mutually execute Bonds for the performance of such award as might be given in the Premises and whether each Party was not bound in the Penalty of Ten Thousand Star Pagodas to abide by such award or Determination as the said Arbitrators or a Majority of them might make thereon and whether both parties did not indifferently choose Aratoon Jacob Manook Jacob Jan and Seannes Shamier to be such Arbitrators and whether the said Arbitrators did or did not take up several days in the Investigation of the Several Books Accounts and Vouchers both of the Deceased Seth Aviet and of the said Sarad Ceja Maul and whether they did not after Seven Months make the award Copy of the Translation whereof is hereunto annexed and whether they did not thereby adjudge that the said Sarad Ceja Maul should pay unto your Oratrix within fifteen days from the date thereof the said Sum of Five Thousand Two hundred and Twenty Two Pagodas and three fanams together with the said further Sum of thirteen Pagodas as aforesaid and whether the said Arbitrators did not also award that Your Oratrix should pay unto the Said Sarad Ceja Maul as the Surviving Administrator of the said Gregorio Miguel the Sum of Four hundred and fifty three Pagodas Six fanams and forty Cash on account of a Certain Debt said to be due by the Father of the said Seth Aviet to the Estate of the said Gregorio Miguel and that the said Sarad Ceja Maul should on the receipt thereof pass a Receipt and Indemnification for the same to your Oratrix and whether Your Oratrix did or did not frequently and in a friendly Manner demand the Payment of the said Sum of Four Thousand Seven hundred and Seventy One Pagodas Thirty Eight fanams and forty Cash from the said Sarad Ceja Maul and whether he did or did not as often refuse to pay the same to Your Oratrix under pretence of his not obtaining from your Oratrix an Indemnification signed by herself and two Creditable Securities for the money received by the said Seth Aviet and Peros Sur Aviet for account of the Shurmans and their Factors from the Estate of Gregorio Miguel or for what other pretence and that he may particularly set forth whether Your Oratrix did not deliver unto the said Sarad Ceja Maul an Indemnification in the usual form duly Executed by her and whether the said Indemnification Executed by herself only was not done according to the true Intent

Intent and meaning of the said award and either the said Sarad Coja Maul be not now in possession thereof and whether your Oratrix hath or hath not at Several times tendered to the Defendant the Sum of Nine hundred and fifty one Pagodas Seven fanams and Three Quarter as adjudged by the said Arbitrators to be paid by your Oratrix to the said Sarad Coja Maul as Surviving Administrator of the said Gregorio Miguel being a Sum of Money belonging to one Catchick Ennias and retained in the hands of the said Seth Aviet on account of a Debt due by the said Catchick Ennias to the Estate of the said Gregorio Miguel upon the said Sarad Coja Maul signing a Discharge and an Indemnification with Two Securities joining thereto according to the tenor and purport of the said Award and whether the said Sarad Coja Maul doth not in his conscience know that he is indebted unto your Oratrix under and by virtue of the said Award in the said Sum of Four Thousand four hundred and Twenty One Pagodas Thirty eight fanams and forty Cash and that the said Sarad Coja Maul may be Decreed to pay unto your Oratrix as Administratrix as aforesaid the said Sum of Four Thousand four hundred and Twenty one Pagodas Thirty eight fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon also Costs of the Suit your Oratrix paying at the same time as she hath always been and still is ready to pay unto the said Sarad Coja Maul the said sum of Nine hundred and fifty one Pagodas Seven fanams and three Quarter the Property of the said Catchuck Ennias as it was adjudged by the said Arbitrators and receiving at the same time an Indemnification with Two Creditable Securities from the said Sarad Coja Maul as also receiving a proper discharge for the said Sum of Four hundred and Sixty three Pagodas Six fanams and forty Cash for which She hath given Credit in her Account hereunto annexed as being due by Her Aviet unto the Estate of Gregorio Miguel Deceased.

May it please this Honble Court to Cause the said Sarad Coja Maul to be Summoned and required by the Sheriff of Fort Saint George Town of Madrastapatnam 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 therein as to this Honble Court shall seem

Madras 26th November 1791.

This Bill was Shewn to me in the days of adjournment Let a Summons Issue Returnable next Court Day.

Jos. du Pré Porcher
Mayor

Popham
Atty for Complainant.

Award given by the Judges Arbitrators hereunder Signed to
Anna Seth Proponent and Sarad Cija Maul Apponent Viz.

The Complaint of the Proponent and the Answer
of the Apponent together with Several Papers & Accounts We
have perused & having heard from the Mouths of both parties & taken
to our consideration on which we have judged & Awarded as in
manner hereunto followeth.—

The Proponents last desire of the 28th. September 1796.
delivered us Signed Remaining in Our hands wherein She declari
ered that by all means she expects to get from the Apponent the
Sum of 7500 Pags and 1/2 Eight adding thereto the Interest 679—
Pagodas upto 28th. September 1796. amounting together with the
Principal in Madras Star Pagodas to 8179. 1/2

To be deducted out of 8179. Pags Viz.—

The Surplus of the above mentioned Interest 279.
Out of the Estate of the late Gregorio Miguels Cash 2226 Pags
in the hands of the Proponent & the Apponent owing to the
Debts of the late Gregorio Miguel as follows.—

	Pags	Eights
To Zepita	1058.	6/4
To Arutun Emnias	51.	4-
To Gaspar Macartick	88.	6/2
To the Nuns	121.	-/4
To Marcar Shareman	200	--
To the Owners of the Ship Armenian Merchant	308.	3/4
To Naran Dabash	86.	5/4
To Johannes Alans gatherer	294.	3/4
To Seyd Ibrahim	16.	9/4
Pagodas	2226	--

Carried Over .. 8179. 1/2

Brought Over Pagodas ... 8179 -- --

Half of the above mentioned 2226 Pagodas
in the Proponents debt ..... 1113 -- --

In the above mentioned Cayments of 2226 -
Pags shal be taken with Interest whatever
Interest shall be Claimed hereafter must be
paid one Moiety thereof by the Proponent be
-ing her Debt.—

The Interest received from
Sharimanians Money which was taken up
by the deceased Seth & Sons, on of which the Pro
-ponent has taken 2408. Pags 8 6/4 Eights
are charged but 800 Pags One Moiety there of
must be Restored by the Proponent ..... 400 -- --

The proponent has taken the Company's
Bond at 20 p Cent discount which loss is 400.
Pags One Moiety there of must be paid by Pro
-ponent ..... 200 -- --

Out of the Partnership's Account with the
Proponent & Apponent ought to be Returned
to Apponent 700 Pags

The Proponent must pay her half Share
the Costs of Iron ..... 238 -- --

The Proponent must make good the Damage
of Cotton ..... 44 - 2 --

The Proponent has received the Interest from
the Compings Debt & will receive more Two years
Interest 320 Pags one Moiety there of must be paid to Proponent 160 -- --

The Difference in Interest in casted at same
place at 6 p Cent and at other at 8 p Cent It seemed good
unto us that the Proponent do pay ..... 80 -- --

The Bill of Costs of Mr. English paid by
Apponent to Mr. Chase 181. Pags the half of it must
be paid by Proponent ..... 90 -- --

295 -- -- 295 -- --

The Remainder Five Thousand two hundred & twenty-two Pags 1/2 Eights the Apponent must pay to Proponent } Pagodas 5222 1/2

The

The Proponent some time ago did prosecute the Apponent in the Court and afterwards stopt the said Prosecution & referred it, to the Judgment of the Arbitrators, the proponent has been at the Charge in the said Suit 26 Pagodas the half of it is 13 Pags. which the Apponent is to pay to the Proponent.

The Apponent shall close the Account of the Ship Armenian Merchant within the Space of forty Days, whatever be the Share of the said late Seth Ter Aviet to be paid to proponent.

Whereas the said late Seth Ter Aviet has been One of the Arbitrators of the said Gregorio Miguel deceased the said Seth by his hand Writing denoted a Dubious Debt of 463 Pags. 8 13¼ Eights to be due by his Father Ter Aviet to the said Gregorio Miguel but it was left to be examined with the Vouchers and it is now past 15 Years and the said Debt hath not bee ascertained nor discharged by the said Seth & therefore we think that it has escaped his memory Wherefore we have thought proper that only the principal of the said 463 Pags. and 13¼ Eights should be paid by Proponent to Apponent and a Receipt and a Legal Indemnification be granted the said Sum of 463 Pags. and 13¼ Annas the said Apponent shall carry into the Account of the late Gregorio Miguel.

As the Proponent has kept in her hands the Money belonging to Catchick Cunneas and Account of 500 Pags. Owing by the said Catchick to the said late Gregorio Miguel wherefore It seemed good unto us that the Proponent do pay unto Apponent the Interest on the aforesaid Sum of 500 Pagodas at 8 ℔ Cent ℔ Annum for the Debt of the late Gregorio Miguel the Apponent shall Carry it into the Account of the said late Gregorio Miguel granting a Receipt and two meritorious Securities and in case the said Catchick Cunnis should clear himself from the said Debt to Gregorio Miguel the said Money to be restored to proponent by the Apponent or his Securities.

The late Seth & Porose Ter Aviet in their life time have taken out of the Estate of Gregorio Miguel deceased in the Year 1778 the Sum of 17066 Pags. being as well the Property of the Sharimanians as that of their Factors which Money had been under the Management of the said Gregorio Miguel deceased concerning which Ter Aviet the Father of the said Seth & Porose in his life time in the Year 1751. retained the said money in the hands of Miguel Gregorio by a Protest by reason of his Debt due by Sharimans which matter was on the 16th August in the Year 1779 referred to arbitration by the Administrators and the Heirs of the said Gregorio Miguel deceased and the Arbitrators ordered that the said late Seth & Porose besides the Indemnification passed by them they are to give further two Creditable Securities and directly to the Heirs of the said Gregorio Miguel in order to Secure thereon from time to time the said Money belonging to the Propietors Now it has appeared that neither the Receipt nor an Indemnification nor any Security whatever was given nor any Cause shewn why the said Matter remained unperformed and it was insisted by the Apponent to put an End to the said matter as it is usual from & ancient Custom to be a Mark of Righteousness that every person who becomes possessed of any Estate belonging to any Deceased Person should sign a Receipt and Indemnification; wherefore it seemed good unto us that the order of the said Judges Arbitrators given to the aforesaid Seth & Porose deceased in the Year 1779 might be performed further more the Proponent is to Sign a Receipt concerning the said Sum of 17066 Pagodas with a Legal Indemnification & give the Apponent.

In the Account Book of Partnership of the said late Seth and the Apponent it is Debited 1883 Pagodas in the name of late Aviet Marcar in Compensation whereof the Executors of the late Johannes Marcar by Order of the said late Seth has put in the Chest of the Armenians orphans of Madras 1000 Pagodas and 962 Pags. are taken by the said Executors for Commission of the said Aviet Marcar deceased as Awarded their Arbitrators, which amounting to 1962 Pagodas which Sum must be given Credit in the said Account, the Apponent in his answer Acknowledge that the said Balance of the said Aviet Marcar Account 1883 Pagodas to be a Mistake Therefore we have like wise deemed invalid.

It

It is made known and also as that the Ship called St. George to be the Property of the Proponent and Opponent in partnership tho they have not produced to us a legal Bill of Sale or any writing of Partnership Neither have we seen any one Chosen by them as a Commander thereof except from the begining of its purchase till the 28th of April 1791. to have gone through several Persons hands and Ports, the Produce thereof is made use of for the Capences of the said Ship till the last Disbursement of the said 28th April 1791. for which a Bill of Exchange was drawn on Bengal which was paid to M.r Sarkees Ter Johannes wherein the Opponent has brought his share 376 Pagodas as p Account produced by him out of the Neat there of the said Ship Saint George together with all Apparells Stores Ammunitions & all other Appurtanence whatever She be now & in whatsoever condition Scout of 16 Shares 10 Shares to be out of the Proponent and 6 Shares to be of the opponent likewise in Profit & Loss.

The Goods purchased for the said Ship St. George from the begining of the Proponent and the Opponent becoming Owners of the said Ship wen to the 28th of April 1791. in whatever place the Said Goods are unsold and under the Command of whomsoever they be, and the Balance of the unclosed Accounts as well that of the said Commandes for Manage as that of the Owners of the said Ship the whole that is such as are to be recovered and paid as much as shall be its Amount out of 16 Shares 10 Shares to be of the Proponent & 6 Shares to be of the Opponent in this wise they ought to get and pay.

Whereas We are made known that the said late Seth and the Opponent have been Administrators of the late Gregory and they have accordingly acted in Collecting & Deviding the Estate of the said Gregorio Miguel it appears that the said deceased Gregorio Miguel is still indebted to some People whereupon it seemed good unto us that besides the aforesaid nine Articles Amounting to 2226 Pagodas due to Sundry Persons which said Sum should be paid by Opponent and whatever the Sum shall be demanded by any Person whomsoever such Debt should be paid by the Administrators of the said Gregory Miguel deceased concerning the same Premisses whatever it may be one Moiety to be paid by the Proponent and One Moiety by Opponent since the death of the said late Seth Ter Aviet the Administratorship of the Opponent and as the Opponent hath acted solely therefore whatever requests shall arise, the opponet is only Responsible, It seemed good also unto us that all the Writings whatever belonging to the said late Gregorio Miguel in possession of the Proponent to be delivered to Opponent, who shall give a Receipt to proponent for all Writing held by him appertaining to the late Gregorio Miguel.

The Goods in Partnership which the Proponent and the Opponent have now at Bombay Surat & Bengal unsold to be remained undue the cares of whom they are sold, than the said Produce thereof as much as it shall be divided & taken every ones his Share and a Receipt to be granted to the deliverer.

Relating to Respondentia granted by the late Seth Ter Aviet to Pagodas Joseph on the 5th July in the year 1784 for the Sum of three thousand & Eight hundred Pagodas whereof Four hundred & Eight Pagodas being on account of the Opponent who get Note from the said late Ter Aviet concerning the same under date the 5th July 1785. therefore whatever Sum of Money the Proponent shall get an Account of the said Respondentia should be made Dividend on the said Sum of 3800 Pag.s whatever it falls on 430 Pag.s Share to be paid to Opponent.

The aforesaid respective Payments, Receipts, Indemnification, writings, Securities, or either on the part of the Proponent to Opponent on or the part of Opponent to

I do Covenant and Bind myself to perform and fulfill the Award of the within mentioned Arbitrators Jacob Moorhouse Jacobson and James Stanmier or any two of them to the best of my Judgment and Understanding and to make no Delay or Hinderance thereto and to Execute a Release to the Executors of the Estate of Seth Aviet deceased of all Demands between me and the said Estate from the Beginning of the World to the Date of the Award of the said Arbitrators and to Execute a Release to the said Executors of all Demands between me and the said Estate from the Date of the said Award to the Date of the Release to be executed by me as aforesaid and to Indemnify the said Executors from all Demands whatsoever that may be made against them by any Person or Persons whatsoever on account of the said Estate and to Execute a Release to the said Executors of all Demands between me and the said Estate from the Beginning of the World to the Date of the said

Filed the 14th
Feby 1792

The Plea and Answer
of Sarad Cja Maul Deceased to
the Bill of Complaint of Anna
Seth aviet administratrix of
Seth aviet Deceased Complainant

This Defendent by Protestation not Confessing
or acknowledging all or any of the Matters and things in the
Complainants Bill of Complaint contained to be true and
sufficient in such Manner and form as the same are there
in declared and setforth for Plea thereunto saith that the scope
and end of the Complainants said Bill is to compel this
Defendant to fulfil and perform certain award made
in writing under date the twenty Eighth day of December
which was in the Year of Our Lord One Thousand Seven hundred
and Ninety One whereof a Copy translation is to the Complai-
nants said Bill annexed and wherein and whereby it is awarded and
adjudged that this Defendant should within fifteen days from
the date of the said award pay unto the Complainant the Sum
of five Thousand two hundred and twenty two Pagodas three
fanams and that this Defendant should also pay unto the
Complainant a further Sum of thirteen Pagodas being the
half of certain charges said to have been incurred by the Com-
plainant for filing certain Bill of Complaint against
this Defendant in this honble Court on the twenty day of
February which was in the said Year of our Lord One Thousand
Seven hundred and Ninety One and the said Arbitrators did
in and by their said award further adjudge that the Complai-
nant should pay unto this Defendant as the Surviving
administrator of Gregorio Miguel in the said award
named

named the Sum of Four hundred and Sixty three Pagodas
Six fanams and forty Cash being the amount of a certain debt
due by the father of of the Complainants said Intestate to
the Estate of the said Gregorio Miguel and further that
the Complainant should fulfil and perform certain acts left
undone and unperformed by her said Intestate in his life
time and in the said award stated in the words and fi-
gures following that is to say "The late Seth and Tora
ter aviet in their life time have taken out of the Estate
of Gregorio Miguel deceased in the Year 1778 the Sum
of 17,066 Pagodas being as well the property of the
Sherimans as that of their Factors which money had
been under the management of the said Gregorio Miguel
deceased concerning which Ter aviet the father of the
said Seth and Terose in his life time in the year 1751
retained the said Money in the hands of Miguel Gregory by a Protest
by reason of his death due by Sherimans which Matter was on
the 10th of August in the Year 1779 referred to arbitration by the
administrators and the Heirs of the said Gregorio Miguel deceased
and the Arbitrators Ordered that the said late Seth and Terose
besides the indemnification passed by them they are to give
further two to give further two creditable Securities indirectly
to the Heirs of the said Gregorio Miguel in Order to secure
them from time to time the said Money belonging to the
Proprietors Now it has appeared that neither the Receipt or
Indemnification or any Security whatever was given, nor
any Cause shewn why the said Matter remained unperfor-
med, and it was insisted on by the Opponent to put an end to
the said Matter as it is usual from and ancient custom to
by a Work of Righteousness that every person who becomes
possessed of any Estate belonging to any deceased person
should-

should sign a receipt and Indemnification wherefore it seemed good
unto us that the Order of the said Judges arbitrators given to the
aforesaid Seth and Terose deceased in the year 1779 might be
performed further more the proponent is to sign a Receipt concer-
ning the said Sum of 17066 Pagodas with a legal Indemnifica
tion and give to opponent" and this Defendant saith that the
Complainant hath refused and doth still continue to refuse
to perform and fulfil such acts by her said Intestate left un-
done in his life time and hath refused and doth still conti-
nue to refuse to abide by perform and keep the said award of
the said arbitrators in as much as she hath refused and doth
still continue to refuse to give the Indemnification with securities
awarded and adjudged as aforesaid for and on account of the said
Sum of Seventeen thousand and Sixty six pagodas so taken as
aforesaid out of the Estate of the said Gregorio Miguel deceased
by the said Complainants said Intestate and the said Terose Ter
aviet by Which to save and keep harmless this Defendant
as the surviving administrator of the said Miguel Gregorio
and it appears by the Complainants own shewing in and by
her said Bill of Complaint that this Defendant has declared
himself ready and willing to abide by perform and keep the
said award of the said arbitrators and in pursuance thereof
to pay unto the Complainant the Claims adjudged by the
said arbitrators provided the Complainant would abide by
perform and keep the said award of the said arbitrators on her
part and which it further appears by the Complainants own
shewing in and by her said Bill of Complaint and so this
Defendant to declares the trust to be she absolutely refuses
to do and for as much as where there are certain acts and
things by an award adjudged mutually to be done and per-
formed by the parties arbitrating and by and between
whom

whom the said award is made that each party is equally bound to do and
perform the same and for as much as the Complainant dose on her
part refuse to abide by perform and keep the award aforesaid and
for as much as this Defendant doth aver that he has always been
and that he now is ready and willing to abide by perform and
keep his part of the said award as for as his is required so to do, pro-
vided the Complainant would abide by perform and keep her
part of the said award in manner and form as she is therein and
thereby required to do, and for as much as that she who would have
Equity must do Equity this Defendant says and thereon hum-
bly insists that the Complainant has no manner of right where-
by to call this Defendant in question before this Honble Court
for or by reason of the said award and this Defendant doth plead
such non performance of the said award on the part of the Com
plainant in Bar to the Complainants said Bill and humbly
prays the Judgment of this Honble Court whether he shall be
compelled to make any further or other answer thereto and -
this Defendant not waiving his said Plea but wholly relying
and insisting thereon for answer to the Complainants said Bill
of Complaint or to so much thereof as this Defendant is advised
is necessary for him to make answer unto he this Defendant
answereth and saith that he admits that he had several dealings
and transactions with Seth Aviet the Complainants said In-
testate during his life time and that he might in the course
thereof have become indebted unto him the Complainants said
Intestate in considerable Sums of money and this Defendant
admits that for ought he knows to the contrary the said Seth
aviet may have died intestate and admits that the Complainant
did as his Widow and Relict obtain Letters of administration
to his Estate and Effects and take upon herself the burden and
Execution thereof and this Defendant admits that the Complainant
did

did make out an account Current which she pretended was taken from Books of her said Intestate against this Defendant and this Defendant does admit that he did refuse to pay the same but this Defendant does not admit that he did refuse to come to any amicable Settlement with the Complainant as administrator as aforesaid on the contrary this Defendant says he was ever willing to settle amicable all matters in dispute between him and the Complaint as administrator as aforesaid and the more particularly as he was deeply interested in such settlement for that the deceased in his life time had taken unfair advantages of the passable temper and easy credulity of this Defendant and had placed him in a very disagreeable and alarming predicament such as endangered the fortune of this Defendant and might yet terminate in his this Defendants ruin because he this Defendant is not yet relieved therefrom and this Defendant further says he admits that the Complainant did file a Bill against him the Defendant in this Honble Court and this Defendant admits that the said propose to leave the matter in dispute to arbitration and to abide by whatever award such arbitrators should make therein and that the Complainant and this Defendant did mutually execute Bonds for the performance of such award or determendion as the said Arbitrators or a Majority of them might make thereon and that the parties in the Complainants Bill named were indifferently chosen by and between the Complainant and this Defendant and this Defendant admits that the arbitrators might have taken up several days in the investigation of the several accounts Books and Vouchers both of the deceased Seth Aviet and of this Defendant and this Defendant admits that after the time in the Complainants Bill mentioned the said arbitrators did make their award and believes that the Copy of the translation thereof annexed to the Complainants said Bill of Complaint is a true translation thereof and this Defendant admits that the said Arbitrators may amongst other things have awarded as in the Complainants said Bill is for that purpose set forth and this Defendant admits that the Complainant may have demanded from this Defendant the Sum of Four Thousand seven hundred and Seventy one Pagodas thirty Eight Fanam and forty cash and this Defendant admits that he did refuse to pay the same because he was not nor is he indebted unto the Complainant in the Amount this Defendant does not admit that the Complainant did make any friendly and amicable appications to this Defendant in the premises but that her conduct therein has indicated an inveteracy of disposition towards him and his interests and a determened resolution to injure him by every means in her power Contrary to equity and good Conscience.

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 to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully Sustained.

P. Stuart Hall
Jn. Hamelton } Attys for Defendt

Sworn to be a true Translate from the Original Armenian Language by Dennis Phellappus Calendar in Court this 14th Feby 1792

Denis Phillippus Calendar

G. Taylor Regr

Filed 13 March 1792.

The Replication of Anna
Seth aviet Administratrix of
Seth Aviet Deceased to plea and
Answer of Sarad Coja Maul.

This Repliant 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 in-
sufficiencies and imperfections in the said Plea and Answer
containing for Replication thereunto saith that her Bill of
Complaint and all and singular the matters and things
thereon 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 Plea
and Answer of the said Defendant is very evasive and in-
sufficient in the Law to be by this Repliant replied unto
for divers manifest imperfections and uncertainties therein
contained the benefit of exception whereunto being now and
at all times saved to this Repliant She for further Replica-
tion saith that She does still maintain and support that the
said Defendant stands justly and truly indebted unto this Re-
pliant in the full and just Sum of Four Thousand Seven
hundred and Seventy one Pagodas Thirty Eight fanams and
forty Cash as the same is justly and truly stated by this Re-
pliant in her Bill of Complaint and the Exhibits thereunto
annexed notwithstanding what the said Defendant has alledg-
ged in his said Plea and Answer to the Contrary and this Re-
pliant for further Replication saith that she hath not by
any means or manner whatever deviated from the award
Copy of the Translation whereof is annexed to this Repliants
Bill

Bill of Complaint on the contrary She did perform and fulfill all and every part of the said Award according to the true intent & Meaning thereof which this Repliant hopes in due time to prove to the Satisfaction of this Honble Court by the very Arbitrators who have passed the said Award but this Repliant says that the Defendant instead of wishing for an amicable Settlement hath always shewed a Litigious disposition in the Premises with a View not only to harrass and perplex but also to take every unfair Advantage of her situation as being a woman — This Repliant for further Replication saith that the last sentence of the Paragraph of the said Award recited by the Defendant in his Answer is worded as follows to Wit — "The proponent is to sign a Receipt concerning the said Sum of "17,066 Pags with a legal indemnification & given to Oppt" which act this Repliant saith that she hath duly fulfilled by executing a full and Legal Indemnification to the Defendant and delivered by this Repliants Attorney at Law into the Defendants own hands previous to the Commencement of the present Suit as mentioned in this Repliants Bill of Complaint And as the Defendant hath thought proper not to acknowledge the Receipt thereof in his answer this Repliant therefore begs leave to annex hereunto a Copy thereof for the inspection of this Honble Court and prayed by this Repliant to be taken as part of this her Replication which Paper writing this Repliant humbly insists to was the only act required and adjudged by the said Arbitrators to be done by this Repliant and this Repliant says that it does not appear by the said Last sentence of the Paragraph of the said Award nor was it intended by the said Indemnification given by her to the Defendant as aforesaid and therefore the Defendant cannot have any Right whatever to expect or demand the same from this Repliant which illegal demand of the defendant is contrary to the tenor and meaning of the said Award — And this Repliant admits that by an Award which was done in the year of our Lord One Thousand Seven hundred and Seventy Nine / and which is partly recited in the presence Award / the Arbitrators therein named did adjudge that Seth Aviet and Torres Ser Aviet should give two Creditable Securities to the heirs of Gregorio Miguel but not to the Defendant and this Repliant saith that the heirs of Gregorio Miguel were Magdalena Gregorio Miguel the Widow, and Zeptha Stephan the Sister of the said Gregorio Miguel who are the persons & not the Defendant who should have demanded from the said Seth Aviet and Torres Ser Aviet in their life time to give the said two Securities and this Repliant further saith that even the heirs of the said Gregorio Miguel to whom it was adjudged to give the said Two Securities cannot now call for any Because all matters controversies and disputes then subsisting between them and the Administrators of the said Gregorio Miguel / and which was the only reason, for which the said Arbitrators adjudged to give the said Securities / are now finally settled and one of the said heiresses to Wit Magdalena Gregorio Miguel hath received her full share or Portion which became due to her by the Estate of the said Gregorio Miguel & granted a Release and discharge to the Administrators in full of all demands on the Estate of the said Gregorio Miguel and the other to Wit Zeptha Stephan hath also in the like manner received the principal of her share except a sum of One Thousand four hundred and Seventy One Pagodas and thirteen fanams for which she hath lately filed a Bill in this Honble Court against the defendant — This Repliant therefore doth humbly insist — that under those circumstances and as this Repliant hath fulfilled —

fulfilled every part of the presence Award on which She Grounds her action espicially that part where it directs this Repliants to pass a receipt and Indemnification to the Defendant this Repliants humbly Conceives that the pretences of the Defendant in demanding the Securities from this Repliant is Vague and inepertinant and Contrary to the Principles of Justice — And lastly this Repliant doth insist that she made many over tures for a friendly accommodation by herself and friends and as the best proof thereof she hath entered into the Arbitration and was Chiefly willing to abide thereby, as appears by the matter stated in this Repliants Bill of Complaint and this Replication but the Defendant hath resisted every effort of this Repliant to settle matters amicably, which is manifest by his refusing to Comply with the terms of an arbitration fairly made by the Arbitrators indifferently chosen by this Repliant and the Defendant —

All which matters and things this Repliants is ready and willing to aver maintain and prove as this Hible Court shall direct and most humbly prays as in and by his said Bill of Complaint he hath already prayed —

Popham
Attyfor Repliant

To all to whom these Presents shall come Anna Sett Aviet of Madras Inhabitant Administratrix to the Estate and Effects of the late Sett Aviet Deceased Sends Greeting —

Whereas Gregorio Miguel late of Madras Armenian Merchant Deceased had in his posession a deposite of a Certain Sum of Money the property of Messieurs Sheremans and their Factors And whereas the said Gregorio Miguel departed this Life some time in the Year One Thousand Seven hundred and Seventy six Intestate whereupon the said Sett Aviet and Sarad Coja Maul obtained Letters of Administration to his Estate and Effects from the Mayors Court at Madraspatnam And Whereas the Said Sett Aviet and Toros Ter Aviet his Brother did lay Claim to and receive from the Estate of the said Gregorio Miguel on the Nineteenth Day of September which was in the Year of Our Lord One Thousand Seven hundred and Seventy Eight the Sum of Seventeen Thousand and Sixty Six Star Pagodas And whereas Sett Aviet did depart this Life some time in the Month of January which was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine intestate and his widow the said Anna Sett Aviet hath obtained from the said Mayors Court Letters of Administration to the Estate of her said Husband Sett Aviet — and whereas some Accounts subsisted between the Estate of the said Sett Aviet and the Said Sarad Coja Maul which were lately left to the determination of Certain Arbitrators who among other things awarded that the said Anna Sett Aviet should pass a Receipt and Indemnification to the said Sarad Coja Maul the Surviving Administrator of the said Gregorio Miguel for the said Sum of Seventeen Thousand and Sixty Six Pagodas the property of the said Sheerman and their Factors received by the Said Sett Aviet and Toros Ter Aviet as aforesaid and whereas the said Anna Sett Aviet in pursuance of the said award and in order to releive the said Sarad Coja Maul from all Responsibility for Account of the said Property of the said Sherman and their Factors hath agreed to pass a Receipt and Indemnification to save harmless and Indemnified the Said Sarad Coja Maul from all Claims or Demands which may be hereafter brought against the said —

said Sarad Coja Maul by the said Sherenian or their Factors or any other Person or Persons whomsoever.

Now Knowye therefore that I the said Anna Sett Aviet as the Administratrix of the said Sett Aviet do hereby acknowledge to have received out of the Estate of the said Gregoris Miguel the said sum of Seventeen Thousand and Seaty Six Pags. for and on account of the said Sherenian and their Factors and do hereby promise to account to them or any of them whenever they will demand the same from me the said Anna Sett Aviet as the Administratrix of the said Sett Aviet but for the Security of the said Sarad Coja Maul I do hereby bind myself my Heirs Executors and Administrators to Indemnify the said Sarad Coja Maul his heirs Executors and Administrators his and their Estates Lands Tenuments and Hereditaments of what Nature or kind Sower formall actions Suits Damages or Expenses whatsoever for or by Reason of the said Sum of Seventeen Thousand and Sixty Six Pagodas so received by the said Sett aviet and Sorrs Ter Aviet from the Estate of the said Gregoris Miguel.

In Witness whereof I the said Anna Sett Aviet have hereunto sett my hand and Seal this Twelfth day of October in the Year of our Lord One Thousand Seven hundred and Ninety One.

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

Signed in
Armenian by
Anna Sett Aviet

Pehlipe Jacob (in English & armenian
Stephen Popham

A True Copy
Popham

Filed 7th April 1792

The Rejoinder of Sarad Coja Maul Defendant to the Replication of Anna Sett Aviet administratrix of Seth Aviet Deceased Complainant

This Defendant Now and at all times hereafter saving and Reserving to himself all and all manner of benifit and advantage of Exceptions to the many Errors untruths incertainties insufficiencies in the Repleants said Replication contained for Rejoinder thereunto saith that his Plea and Answer are good true certain and sufficient in the Law to by Replied unto in manner and form as the same are therein and thereby setforth and alledged and that the Repliants said Replication is very Evisive and insufficient in the Law to be by this Defendant rejoinder unto and this Defendant for further Rejoinder says that he denies being indebted to the Repliant in the sum of Four Thousand seven hundred and Seventy One pagodas thirty Eight fanams and forty Cash or in any other Sum or Sums of money whatever as the same is unjustly Charged in the the Repliants said Bill of Complaint and the Exhibit thereunto annexed and insisted on in and by her said Replication and the Defendant says and humbly insists thereon that his Plea is well foun-ded and sufficient to Bar the Repliants Right of action for this Defendant says that the Repliant has not performed her part of the award upon which she has commenced her suit against this Defendant and therefore has no right to call this Defendant in question before this Honble Court upon the maxim that he who would have Equity shall

should do Equity and this Defendant says that an award is not
to be explained by intent and meaning but by the words and
Conditions thereof for otherwise the intentions of the Arbitra-
tors would be guessed at not expressed and thereby Contrary
to the Construction of awards by which they must be certain
and sufficient so as not to admit of a doubt and this Defen-
dant for further Rejoinder says notwithstanding any thing
to the Contrary in the Repliants said Replication contained
that he has ever wished to settle amicably all matters in
difference between him and the Repliant and by every-
means to avoid litigation which has ever been contrary to
his disposition but that the Repliant actuated by private
pique and resentment has constantly studied how to
harrass and oppress him in the premises and now art-
fully and plausibly pleads her situation as a Woman in
order to attempt an impression in the minds of this Honble
Court that she is unequal to contend with this Defendant
in matters of Business whereupon this Defendant says
that upon praying for Letters of Administration to the Estate
of her deceased husband as in her said Replication the same
is mentioned she did shew to this Honble Court in its Ec-
-clesiastical Capacity that she had been accustomed to Bu-
-siness and she has further establishes the fact by shewing
that she is not only equal to manage the affairs of the Es-
-tate of her said deceased husband but that she is also capa-
-ble of transacting and managing the Concerns of others
inasmuch as she has filed a Bill in this Honble Court
against this Defendant upon the part and behalf of one
Zepitha Stephen as his the said Zepith Stephan agent
or attorny and this Defendant says that so far from being
able to take an advantage of the Repliant has from her
Knowledge

Knowledge of the affairs of the Estate of Miguel Gregorio in the plea-
-dings named and artfully and unfairly withholding from this
Defendant all Accounts documents and Vouchers belonging there-
to taken every unjustifiable advantage of this Defendant to his
great wrong and injury for this Defendant says that the Re-
-pliants Intestate died in his life time as Joint administrator
with this Defendant of the Estate and Effects of the said Gregorio
Miguel deceased assume the entire Management thereof and
did thereby and by reason thereof hold the possession of all pa-
-per Books of Accounts documents and Vouchers relative there
to or connected therewith and of which papers Books of account
documents and Vouchers the Repliant did possess herself on
obtaining Letters of Administration as aforesaid and did as afore
said with hold and conceal the same from this Defendant
until she had prevailed upon him to enter into the arbitration
in the pleading set forth so that until this Defendant had
Executed the Arbitration Bond in submission in the pleadings
mentioned he had no opportunity of Examining the Accounts
Books and papers of the said Gregorio Miguel deceased and
therefore was wholly ignorant thereof otherwise he never would
have submitted in such Manner as to admit the supposite
sum that he had in his hands assets belonging to the Estate
of the said Gregorio Miguel deceased for thereby the arbitrators
have been misguided this Defendant to be possessed of assets
did in consequence award that this Defendant should pay
to the Repliant as in the said award the same is set forth where
-as this Defendant says he has shewn in and by his said an-
-swer to the Repliant said Bill and so he avers the fact to be
that he has not remaining any assets belonging to the said
Estate of the said Gregorio Miguel and this Defendant so for

for further Rejoinder says that the Repliant has partially stated the award aforesaid relative to the Sum of Seventeen Thousand and Sixty Six pagodas therein mentioned for this Defendant says that the Arbitrators have not only awarded that the Repliant should give to this Defendant a Receipt and indemnification on account thereof but that she should also give two credible Securities to the Heirs of the said Gregorio Miguel and had such Securities been offered by the Repliant and accepted by the said Heirs of the said Gregorio Miguel then and in that case this Defendant might have considered himself some what relieved in the premises although this Defendt is advised that even in that case he would not have been altogether secure but that he would then as he now is as administrator of the said Gregorio Miguel be accountable for the said Sum of Seventeen Thousand and Sixty Six Pagodas to the Heirs of Messrs Sherriman in the pleadings in this Cause named, but this Defendant says as he has hereinbefore shewn in and by his said Answer that the Repliant has never offered the said Securities and further says that Magdalena Gregorio Miguel the Widow of the deceased Gregorio Miguel and one of the Heirs has since the Commencement of the present of the present Suit Served this Defendant with a paper Writing in the nature of a protest therein and thereby directing and injoining him not to Come to any manner of Settlement with the Repliant until she the Repliant shall first have performed her part of the said award as aforesaid by giving the Securities aforesaid or otherwise by paying into the Treasury of the Honble Company through the accounts and General of this Honble Court the said Sum of Seventeen Thousand and Sixty Six Pagodas so received as in the pleadings in this Cause is set forth by the Repliant to

said

said Interstate and Foreign exist in the pleadings in this Cause mentioned as may more fully appear by a Copy translate thereof marked A hereunto annexed for the inspection of this Honble Court to which this Defendant begs live to refer and prays the same may be taken as part of this his Rejoinder the Original being in this Defendants possession and ready to be produced when required and this Defendant saith that upon the receipt of the said paper Writing or protest he did communicate the Contents to the Repliant and in the most friendly manner solicit and Entreat her to Comply therewith in either way therein prescribed as might be most convenient to her but that the Repliant instead of so doing did absolutely and positively refuse so to do observing that she would give nothing more then her own private Indemnification which she did pretend was all she was required to do by the said award although in and by the said award the Repliant is directed to give over and above the said Indemnification to this Defendant, two creditable Securities to the Heirs of the said Gregorio Miguel in Order to Secure thereon from time to time the money belonging to the proprietors and which this Defendant says the Repliant well knows the fact to be, and is in her own mind thoroughly convenced thereof but which from evil intentions and altegious spirit towards this Defendant she refuses to acknowledge and this Defendant most Solemnly declars that his only object in desiring to obtain the Securities so awarded to be given by the Repliant as aforesaid was merely to secure this Defendant against the Consequence of further claims that might be made against him as administrator as aforesaid

aforesaid either by the Heirs of the said Gregorio Miguel or any person or persons interested in the said sum of Seventeen thousand and Sixty Six Pagodas which this Defendant says is in no wise shut up in the hands of the Repliant as she would insinuate and notwithstanding the assertion in his said Replication contained that even the Heirs of the said Gregorio Miguel cannot now call for the said Securities for the Reasons in her said Replication Setforth this Defendant says that the said Heirs of the said Gregorio Miguel have an equal weight to claim the said Securities so awarded to be granted by the Repliant as aforesaid now as they had to any other time and notwithstanding the said Magdalena Gregorio Miguel may have granted a Release and discharge to the administrators of the said Gregorio Miguel in full of all demands in the Estate of the said Gregorio Miguel because this Defendant says it may so happen that the said Heirs may be obliged to refound the Monies they have received from and out of the assets of the said Estate and further this Defendt says that although they should not be obliged to refund the Monies received as aforesaid and although the said Magdalena Gregorio Miguel may have given a Releas and discharge as aforesaid Yet this Defendant is not indemnified in the premises but may be called upon as administrator as aforesaid to account with the persons Entitled to receive the said Sum of Seventeen thousand and Sixty Six Pagodas and upon being charged with a Devastavit in the Amount thereof be obliged to pay the Same out of his own Estate or terminate his Existance in a Jail and the very release of the said Magdalena Gregorio Miguel would operate against him to that End and this Defendant further Says that the means used by the Repliante said Intestate and the said Foss Aviet to possess themselves of the said Sum of Seventeen thousand and Sixty Six Pagodas was unfair and that in doing so the Replants said Intestate did avail himself of his situation as Joint administrator with this Defendant of the Estate and Effects of the said Gregorio Miguel and of having taken the lead in the Management thereof and further this Defendant says that since the death of the Repliants said Intestate this Defendant as Surviving administrator is alone intitled to hold the possession of the said Sum of Seventeen Thousand and Sixty Six Pagodas and that the Repliant as Administrator as aforesaid is accountable to this Defendant thereof and for the Interest that has arisen and grown due thereon And this Defendant for further Rejoinder Says Notwithstanding any thing to the contrary in this Repliants said Replication contained that he never has resisted any freindly offers of the Repliant either by herself or her freinds of an amicable accommodation but that he has ever been ready and willing to resort thereto and will now chearfully meet the Repliant upon such terms provided he be indemnified in the premises and kept harmless therein which this Defendant says was the intention of the arbitrators in their said award as aforesaid expressly declared and this Defendant Says that the arbitrators cannot award any thing that is contrary to the known laws of the land and therefore this Defendant Says that the award of the said Arbitrators in the Year of Christ One Thousand Seven hundred and Seventy Nine as alluded to by the Repliant could not have sanctioned the Conduct of the Repliant said Intestate and the said Foss Aviet in appropriating the Estate of the said Gregorio Miguel to their own private purposes for that would be in the first Instance to sanction a fraud and in the second Instance force this Defendant as one of the administrators as aforesaid to Commit a Devastavit and both which is contrary to Law and to common

Common Justice and lastly this Defendant Says that the Repliant in annexing the Copy of a paper Writing to her said Replication annexed was actuated by no other Motive then that of heaping Expense and so encreasing the difficulties and distresses of this Defendant in as much as this Defendant says the same is impertinent and irrelevant for unless she had thereby shewn that she had given the two Creditable Securities to the Heirs of the Said Gregorio Miguel enjoined by the award as aforesaid the granting of the pretended indemnification to this Defendant is of no avail to shew that she the Repliant had performed her part of the said award which this Defendant denies as hereinbefore & in his said Plea and answer he has denied she the Repliant has ever done or has Even offered to do

All which Matters and things this Defendant is ready and willing to maintain and prove, as this Hon^ble Court shall direct, and humbly prays as in and by his said Plea & answer he hath already prayed

Stuart Hall
for himself &
John Hamilton } att^y for Defend^t.

A

Mr. Sarad Cojamal Administrator of Gregorio Miguel

I understand that you are preceding to be exempted from the duty and Obligation of Administration of the late Seth belonging to Gregorio Miguel deceased I thought it necessary to Protest you hereby to wit that on the 6th August 1779. the Arbitrators under their Sign Awarded in the third Paragraph thereof against the late Seth and Jorne Jer Aviet relative the Money they had taken belonging to Mess^rs Shariemans & their Factors two Creditable Securities and an Indemnification to be given by them hither they have not given and the Said Matter should have been performed through your prosecution the Account of the said Gregorio Miguel Deceased delivered in to the Court by you and the late Seth on the 19th September in the year 1778 it was debited therein by you both 17065 Pagodas Now it is requisite before you release them on the said Securities or Indemnification you will take possession of them from the Administratrix of the said Seth deceased on the 17065. Pagodas taken by the said Seth and Jorne with Interest thereon up to the date here under and deposite in the Hon^ble Court at Madras until the Shariemans and Jer Aviet Account they had together be closed who ever by the Proprietor of the said money let they take possession of it Should you fail acting agreeable to this all the Losses that shall result you are to Satisfy the said Content Written two of this writing of the same Tenor before Witnesses. one delivered to you and another remains with me that in time might be defended for Justification. done at Madras 26th November 1779.

I Aratun Carapet have seen Mr. Fontheille signing
Am Witness - Miguel Johannes.

Signed /
Magdelene Fontheille

A True Translate as near as can be taken from the Original Armenian Language
Denis Philippus

Stuart Hall
for himself &
John Hamilton } Atty for Defend^t

Interrogatories to be administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Anna Seth Aviet Administratrix of Seth Aviet deceasd is Complainant and Sarad Gaikaul 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 &c.—

To Aratoon Jacob & John Shamier ..... 2d ... Were you or were you not at any and what time appointed Arbitrators jointly with any other and whom between the Complainant and Defendant in this Cause— If yea what was the nature of their Dispute how often did you sit to investigate the merits of the said dispute and how long did it take you to give you Award thereon were or were not the Complainant and Defendant or either and which of them present at your several Meetings or how often did they or either and which of them attend the said Meetings— Did or did not both the Complainant and Defendant lay before you their Cases and did you or did you not enter into a full investigation of the Matter in dispute between the Complainant and Defendant and did you or did you not hear the Complaints of both Parties and did you or did you not during your Investigation of the said Dispute give the Defendant and the Complainant a full Opportunity to bring and lay before you their respective Claims and Vouchers in support thereof and did or did not the Defendant lay before you all his Claims Vouchers and Accounts against the Complainant and did you or did you not after a Mature investigation of the whole or how otherwise give an Award under your Hands and Seals— Did or did not the Defendant know when the said Award was given and did he or did he not after he read the said Award return his Gratefull Thanks to you for the trouble you had taken and did he or did he not Seem perfully Satisfied with the Tenor of the said Award— Did you or did you not among other things in the said Award mentioned order as follows "the Opponent is to give a Receipt concerning the said Sum of Seventeen Thousand and Sixty Six Pagodas with a legal Indemnification and give to Opponent"— Did you or did you not thereby Mean that the Complainant should execute and deliver unto the Defendant a Legal Receipt and Indemnification— did you according to the Tenor and meaning of your Award Adjudge that any Securities should be joined in the said Indemnification, has the Defendant according to the Tenor of your Award any Right to demand the same from the Complainant—

To Philipus Jacob ..... 3d Are you or are you not fully Acquainted with all the Transactions and affairs of Seth Aviet deceased and of his Widow the present Complainant If yea, how become you so acquainted was there or was there not an Arbitration lately entered into and an award made Relative to the Accounts of the Complainant and Defendant— if yea who were the Arbitrators and when did they Sit to determine thereon— Did or did not the Defendant at any and what time Receive from the Complainant a Key of the Office where the Books Papers and Accounts of Gregorio Miguel were kept, If yea, was her was he not in possession of the—

the said Books Papers and Accounts at the time of the Arbitration between the Complainant and Defendant — Do you or do you not Know of a Sum of Seventeen Thousand and Sixty Six Pagodas or any other and what Sum which Seth Aviet and Sons Aviet Received in the Year One Thousand Seven hundred and Seventy Nine from the Estate of Gregorio Miguel as the Property of Sherimans — do you or do you not fond by the Books and Account of the said Seth Aviet that the said Sherimans are Considerably Indebted to the Estate of the said Seth Aviet, If yea, what is the amount that appears to be due by the said Sherimans to the Estate of the said Seth Aviet — Do you Know or have you ever heard that the Defendant after the Death of the said Seth Aviet ever demanded from the Complainant any Securities for the Said Sum of Seventeen Thousand and Sixty Six Pagodas and did or did not the Defendant often and how often declare that the Complainant would never have occasion to give any Securities for the said Sum and did he Alledge any and what Reason for saying so — Did or did not the Complainant always Manifest a wish to bring the Defendant to a friendly accommodation and did the Defendant manifest the like desire or how otherwise — Did or did not the Defendant in many instances try to take an unfair Advantage of the Complainant and to deceive her and did or did not the Defendant shew a Litigious Despositon towards the Complainant in the Premises and in several other Matters — declare the whole according to the best of your Knowledge and belief —

To Miguel Johannes ..... 4th — Did you or did you not Witness a Certain Paper writing in the Armenian Language under date the twenty Sixth day of November One Thousand Seven hundred and Ninety One purporting to be a Letter by the way of a Protest from Magdalena Panthieles to the Defendant are you or are you not one of the Subscribing Witnesses thereto — If yea, was the same signed and Witnessed on the day of the date thereof or when else — if not, was the same antidated, and if it was declare for what Reason or purpose it was so antidated —

To all the Witnesses ..... 5th — Do you Know of any other Matter or thing — or have you heard or can you set forth any thing touching the 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 been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated —

Bopham
att'y for Complainant —

Mayor's Court at Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant — and Sarad Ejaz Maul Defendant —

On the Part of the Complainant

Depositions

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

Mr. Aratoon Jacob of Madras Merchant Aged fifty Seven years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the twenty seventh day of November One Thousand seven hundred and ninety two — 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 Anna Seth Aviet in this Cause and that he hath so known her twenty or twenty three years — and that he doth know the Defendant Sarad Ejaz Maul in this Cause and that he hath so known him Twenty three or twenty four years and more he saith —

saith not to this first Interrogatory.—

2d To the Second Interrogatory this Deponent saith that he was appointed an Arbitrator jointly with Mr. John Shamier and Mr. Manook Jacob John some time in the Year One Thousand Seven hundred and Ninety One between the Complainant and Defendant in this Cause This Deponent saith that the nature of their dispute was regarding some Accounts between them. This Deponent saith that he doth not recollect how often the Arbitrators sat to investigate the said dispute, but that it took them many months to give their Award thereon — this Deponent saith that Arviet Seth the Son of the Complainant did on her behalf frequently attend the meetings of the said Arbitrators and that the Defendant did likewise attend but this Deponent saith he doth not recollect how often they did attend the said meetings this Deponent saith that the Complainant and Defendant did lay before the said Arbitrators their Cause and that they /the Arbitrators/ did enter into a full Investigation of the matter in dispute between the Complainant and Defendant — and that they /the Arbitrators/ did hear the Complainants of both parties — this Deponent saith that the Arbitrators did during their Investigation of the said dispute give the Complainant and Defendant a full opportunity to bring and lay before them /the Arbitrators/ their respective Claims and Vouchers in support thereof and that the Defendant did lay before them /the Arbitrators/ all his Claims Vouchers and Accounts against the Complainant — this Deponent saith that they /the Arbitrators/ did after a mature Investigation of the whole give an Award under their hands and seals this Deponent saith that the Defendant did know when the said Award was given, but that he did not after he had read the same return thanks to this Deponent for the trouble he had taken, but this Deponent saith that he heard the Defendant was perfectly satisfied with the tenor of the said Award. This Deponent saith that he doth not recollect whether the Arbitrators did or did not among other things in their said Award mentioned, order as follows — "The proponent is to sign a receipt "concerning the said Sum of Seventeen Thousand and Sixty Six "Pagodas with a legal Indemnification and give to Opponent" and more he saith not to this or to the last Interrogatory.—

Thos. Parry
Cox.

Manook Jacob

Mayor's Court at
Madraspatnam

Between Anna Sethaviet
Administratrix of Seth Aviet
deceased is Complainant and
Sarad Coja Maul 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 Shamier of Madras Merchant Aged thirty Six Years or thereabouts being produced as a Witness in this Cause On the Part of the Complainant was on the Twenty sixth day of November One Thousand Seven hundred and Ninety two Signefied at the Office of Messrs. Hall and Hamilton who are Attornies for the Defendant by Casavah my Servent who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and examined deposeth as followeth— 1st To

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Anna Seth Aviet in this Cause, and that he hath so known her twenty five years or thereabouts and that he doth know the Defendant Sarad Coja Maul in this Cause and that he hath so known him about Twenty Years - and more he saith not to this first Interrogatory.

2nd ..... To the Second Interrogatory this Depment saith that he was appointed an Arbitrator togeth with Arathon Jacob and Manook Jacob Job between the Complainant and Defendant sometime about the Month of February One thousand Seven hundred and ninety One This Deponent saith that the nature of their dispute was regarding account of the Estate of Gregorio Miguel and other accounts betweiat the said Complainant and Defendant this Deponent saith that the Arbitrators met several times he doth not recollect how often upon the said business but that it took them about seven Months to give their said Award - This Deponent saith that Aviet Seth the Son of the Complainant and Philip Jacob did often attend the Arbitrators on the Part of the Complainant at the desire of the Arbitrators and that the Defendant did likewise attend the meetings of the Arbitrators when called upon to do so This Deponent saith that the Complainant and Defendant did lay before the Arbitrators their Cases and that they the Arbitrators did enter into a full investigation of the Matter in dispute betweiat them the Complainant and Defendant this Deponent saith that the said Arbitrators did hear the Complainant of both Parties and that the Arbitrators did during their Investigation of the said dispute give the Defendant and Complainant a full opportunity to bring and lay before the Arbitrators their respective Claimes and Vouchers in support thereof this Deponent saith that the Defendant did lay before the said Arbitrators all his Claims Vouchers and Accounts against the Complainant and that they the Arbitrators did after a mature investigation of the whole given and Award under their hands and seals - this Deponent saith that the Arbitrators did send their Award to the said Defendant and this Deponent saith that he the Defendant did afterwards return thinks to this Deponent for the trouble he had taken and seemed satisfied with the said Award - This Deponent saith that he doth not at this time recollect whether the Arbitrators did or did not among othe things in the said Award mentioned order as follows "the proponent is to sign a Receipt concerning the said Sum of Seventeen Thousand and sixty six Pagodas with a legal Indemnification and give to Opponent" and more he saith not to this Second Interrogatory.

To the last Interrogatory this Deponent saith that it is now so long since the Arbitrators gave their Award abovementioned that it is impossible for him to recollect the particulars thereof - and more he saith not to this last Interrogatory.

J. Shanier

Tho.s Parry. Esq.r

Mayors Court at Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sarad Coja

Coja Maul Defendant

On the Part of the Complainant

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

Philip Jacob Armenian Merchant Inhabitant of Madras Aged thirty one Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainant was on the first day of October One Thousand Seven hundred and Ninety two Signified at the Office of Messrs Hall and Hamilton who are Attornies for the Defendant by Casavah my Servent who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examine Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Anna Seth Aviet in this Cause and that he hath so known her Twenty Years and that he doth know the Defendant Sarad Coja Maul in this Cause - and that he hath so known him fifteen Years and more he saith not to this first Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he is fully acquainted with all the transactions of Seth Aviet deceased and of his Widow the present Complainant and that he became acquainted therewith by being in the Management of their Concerns - this Deponent saith that there was an arbitration lately entered into and an Award made relative to the accounts of the Complainant and Defendant - and that the Arbitrators are Mr Arathoon Jacob Manook Jacob and John Shamier - and that they sat to determine thereon sometimes at Mr Shamiers house and sometimes at Mr Arathoon Jacobs House - this Deponent saith that the Defendant did receive

aday from the Complainant about five or six days after the death of her husband Mr Seth Aviet of the office where the Books Papers and Accounts of Gregoris Miguel were kept this Deponent saith that the Defendant was in possession of the said Books Papers and Accounts at the time of the Arbitration between the Complainant and Defendant - this Deponent saith that he does not know of a Sum of Seventeen Thousand and Sixty Six Pagodas or any other and what Sum which Seth Aviet and Torose Aviet received in the Year One Thousand Seven hundred and Seventy Nine for the estate of Gregoris Miguel as the property of Sheremanis - this Dependent saith that he doth find by the books and accounts of the said Seth Aviet that the said Sheremans are considerably in debted to the Estate of the said Seth Aviet and that the Amount thereof is about three Lacs of Pagodas This Deponent saith that he doth not know nor has he ever heard that the Defendant after the death of the said Seth Aviet ever demanded from the Complainant any Securities for the said Sum of Seventeen Thousand and Sixty Six Pagodas this Deponent saith that the Defendant did after declare that the Complainant would never have occasion to give any Securities for the said sum - because he had settled all the accounts of the Estate of Gregoris Miguel and that his Widow had given a full discharge - This Deponent saith the Complainant did always manifest a Wish to bring the Defendant to a freindly accommodation - but that he Defendant would not agree thereto - This Deponent saith that the Defendant did in many instances try to take an unfair advantage of the Complainant and to deceive her and that the Defendant did shew a litegious Desposition towards the Complainant in the premises and in several other

other matters and more he saith not to this or to the last Interrogatory

Tho.s Parry
Ed.r

Behlijn Jacob Bethum

Mayors Court at
Madraspatnam

Between Anna Seth Aviet
Administratrix of Seth Aviet
deceased a Complainant and Sarad
Cja Maul Defendant.

On the Part of the Complainant.

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

Mr Miguel Johannes Merchant of Madras Aged fifty five years or
thereabouts being produced as a Witness in this Cause On the Part of the Com-
plainant was on the seventeenth day of October One Thousand Seven hundred
and Ninety two Signified at the Office of Messrs Hall and Hamilton who are
attornies for the Defendant by Casawah my Servent who also left them a Note
of the Name title and place of abode of the said Deponent and afterwards
on the same day being sworn and Examined deposeth as follow.th

1st ..... To the first Interrogatory this Deponent saith he doth know
the Complainant Anna Seth Aviet in this Cause and that he
hath so known her Eighteen or Nineteen years and that he
doth know the Defendant Sarad Cja Maul in this Cause
and that he hath so known him eighteen or Nineteen Years
and more he saith not to this first Interrogatory.

4th ..... To the fourth Interrogatory this Deponent saith that he believes
he did Witness a certain Paper Writing in the Armenian Lan-
guage under date the Twenty Sixth day of November One
Thousand Seven hundred and Ninety one purporting to be a Letter

by way of a Protest from Magdaline Tonthailles to the Defendant
and that he is one of the subscribing Witnesses thereto. This
Deponent saith that he doth not recollect whether the same
was signed and witnessed on the day of the date thereof and more
he saith not to this or to the last Interrogatory.

Tho.s Parry
Ed.r

Miguel Johannes

Interrogatories to be administered
to such Witnesses as shall be pro-
duced Sworn and Examined in a
certain Cause now pending and
at Issue in the Hon.ble the ma-
yors Court at Madraspatnam
wherein Anna Seth Aviet admi-
nistratrix of Seth Aviet deceased
is Complainant and Sarad Cja
Maul Deceased.

On the part and behalf of the above named Defend.ts

To all the Witnesses .... 1st Do You or do You not know the parties Com-
plainant and Defendant in the Title of these Interrogatories
named If yea how long have You so known them, or either and
which of them declare.

To Sarguis Sateere
Petrus ter Joannes
and John Maddox } .... 2nd .... Were You or were you not acquainted with
Seth aviet in the title of these Interrogatories named
during his life time if yea were you or were you not acquainted
with his transaction and management as administrator of
Miguel Gredoris deceased Jointly with the Defendant if yea
was

was or was not the Management of the said Estate assumed by him the said Seth Aviet and did he or did he not keep the Accounts thereof and arrange and dispose of the same as he thought proper without any interference or interruption on the part of the said Defendt and whether he did or did not dispose of the property of the said Estate according to his own Judgment and when the Accounts of the said Estate required the Signature of the Defendant did the said Seth Aviet read or Explain the same, or did the Defendant sign it without any Explanation Is or is not the Defendant very old and infirm and thereby or how otherwise in some and what degree incapable of transacting Business and has he or has he not been long and how long so incapable and was or was not the said Seth Aviet in his life time very active in Business If the Defendant kept one key of the Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited and the said Seth Aviet kept another key thereof set forth and Say whether whenever Money was received or disbursed he the Defendant did or did not attend and was or was not present at the Opening of the said Cash Chest and depositing money therein, or issuing it therefrom or did or did not the said Seth Aviet require the key possessed by the Defendant and of himself make the deposits and disbursment and was or was not the said Seth Aviet considered and regarded as the Sole acting Administrator in the affairs of the said Estate of the said Gregorio Miguel deceased.

To Miguel Johannes . . . 3d . . Look at the paper Writing now produced and shewn to you at this the time of your Examination Marked **B** and say by who and whom was the same Executed and for what purpose and whether Your Name and the name of Aratoon Carapet set and subscribed thereto as Witnesses attesting the Execution thereof be, or be not of your and his the said Aratoon Carapets hand Writing and is or is not the said Aratoon Carapet at present at Madras.

To Dinis Philipus Calendar to Look at the Exhibit Marked **A** and **B** now shewn to you at this the time of your Examination and say whether the Exhibit marked **A** is or is not a true translation of the said other Exhibit marked **B**, or how and in what manner do they differ.

Last Interrogatory To all the Witnesses . . . Do you know of any other Matter Cause or thing or have You heard or can You set forth any thing touching the Matter in question in this Cause that may tend to the Benefit or advantage of the Defendant in the Title of these Interrogatories named if you set forth the same as you know have heard or do believe together with the Reasons of Such Your belief as fully as if you had been thereunto especially interrogated

Stuart Hall
atty Defendt

A

M. Sarad Cja Maul Administrator of Gregorio Miguel

I understand that you are proceeding to be exempted from the duty and obligation of Administration of the late Seth belonging to Gregorio Miguel deceased, I thought it necessary to Protest you hereby, to wit that on the 10th August 1779. the Arbitrators under their Sign Awarded in the third Paragraph thereof against the late Seth and I oppose Sir Aviet Relative the Money

Money they had taken belonging to Messrs. Sherimans & their Factors two Credetable Securities & an Indemnification to be given by them, hitherto they have not given, & the said matter should have been performed through your prosecution; the Account of the said Gregorio Miguel Deceased delivered into the Court by you and the late Seth on the 19th September in the year 1778. it was debited thereon by you both 1706 Pagodas Now ities requisite before you release them or the said Securities or Indemnification you will take possession of them from Administratrix of the said Seth deceased or the 1706 Pags. taken by the said Seth & Torses with Interest thereon upto the date hereunder & deposite in the Honble Court at Madras, untill the Sherimans & Jer Arviets Accounts they had together be closed, whoever be the Proprietor of the said Money let they take possession of it, Should you fail acting agreeable to this, all the Losses that shall result you are to Satisfy the said Content written two of this writing of the same Tenor before Witnesses, one delivered to you and another remains with me, that in time might be defended for Justification, done at Madras 26th. November 1795—

/Signed/
Magdelane Fonthieille

I Aratun Carapetbawe seem
Mr. Fonthieille signed—
Am Witness, Miguel Johannes—

A True Translate as near as can be taken from the Original Armenian Language by— Denis Phillippus Calendar—

This Exhibit marked A was shewn to Denis Phelippus Calendar at the time of his Examination before me On the Part of the Defendant in a Certain Cause now pending in the Honble the Mayors Court at Madras patnam wherein Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant

and Sarad Cja Maul Defendant was on the 19th. day of March Anno Domini 1793—

Thos. Parry
Esq.

Armenian

This—

This Exhibit marked B was shewn to Denis Philippus Calen-
-dar at the time of his Examination before me on the Part of
the Defendant in acertain Cause now pending in the Hon^ble
the Mayor's Court at Madraspatnam - wherein Anna Seth
aviet Administratrix of Seth aviet deceased is Complainant
Sarad Coja Maul Defendant was on the 19th day of March
Anno Domini 1793.

Tho^s Parry
Ex^r

Mayor's Court at
Madraspatnam

Between Anna Seth aviet
Administratrix of Seth aviet
deceased is Complainant
and Sarad Coja Maul De-
fendant.

On the Part of the Defendant

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

Sarques Satoor Armenian Merchant of Madras Aged forty Seven Years
or thereabouts being produced as a Witness in this Cause On the Part of the De-
fendant was on the Seaventh day of March One Thousand Seven hundred and
Ninety three signefied at the Office of Mr. Stephen Popham who is Attorney
for the Complainant by Casawah any Servent 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 Anna Seth aviet in this Cause and
that he hath so known her Twenty

2nd ..... that he doth know the Defendant Sarad Coja Maul in this
Cause and that he hath so known him Twenty one Years or
thereabouts and more he saith not to this first Interrogatory
To the Second Interrogatory this Deponent saith that he was ac-
quainted with Seth aviet in the title of these Interrogatories na-
med during his life time - this Deponent saith that he is not
acquainted with the said Seth aviet management and transac-
tions as Administrator of Gregorio Miguel deceased jointly
with the Defendant This Deponent saith that the manage-
ment of the said Estate was assumed by the said Seth Aviet
and that he did keep the accounts thereof and arrange and
dispose of the same as he thought proper but he doth not
know whether the same was or was not done without any
interferance or interference or interruption on the part of
the said Defendant this Deponent saith that the said
Seth Aviet did dispose of the property of the said Estate
according to his own Judgment this Deponent saith that he
doth not know whether the said Seth Aviet did or did not
read or explain the Accounts of the said Estate to the Defen-
dant when the same required the Signature of the Defend^t
or whether the Defendant did or did not sign the same with-
out any explanation - This Deponent saith that the
Defendant is not very old or infirm but that he is unac-
quainted with the mode of transacting business according
to the custom of Europians this Deponent saith that the
said Seth aviet was very active business in his life time
this Deponent saith that the Defendant did keep one
key

key of the Office wherein the Chest that Contained the Cash belonging to the Estate of the said Gregoris Miguel was deposited and that the said Seth Aviet kept another key thereof this Deponent saith that he doth not know whether the Defendant did or did not attend or was or was not always present at the opening of the said Cash Chest when Money was received or disbursed or deposited therein or issuing it therefrom — or whether the said Seth Aviet did or did not require the key possessed by the Defendant and of himself make the deposite and disbursements this Deponent saith that the said Seth Aviet was not considered as the sole acting Administrator in the affairs of the Estate of the said Gregoris Miguel deceased — and more he saith not to this or to the last Interrogatory —

Sarquis Satur.

Thos Parry
Ex.

Mayor's Court at
Madraspatnam

Between Anna Seth Aviet
Administratrix of Seth Aviet
deceased as Complainant and
Sarad Coja Maul Defendant

On the Part of the Defendant

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

Petrus ter Johannes Armenian Merchant of Madras Aged fifty three years or thereabouts being produced as a Witness in this Cause on the Part

hundred and Ninety three Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casawah my servent 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 Anna Seth Aviet in this Cause and that he hath so known her Nine Years or thereabouts and that he doth know the Defendant Sarad Coja Maul in this Cause and that he hath so known him Nine Years or thereabouts and more saith Not to this first Interrogatory —

2nd ..... To the Second Interrogatory this Deponent saith that he was acquainted with Seth Aviet deceased in the title of this Interrogatories named during his life time this Deponent saith that he was acquainted with the transactions and Management of the said Seth Aviet as Administrator of Gregoris Miguel deceased jointly with the Defendant — This Deponent saith that the management of the said Estate was assumed by the said Seth Aviet and that he did keep the accounts thereof and arrange and dispose of the same as he thought proper without any interferance or interruption on the part of the said Defendant — and that he the said Seth Aviet did dispose of the property of the said Estate according to his own Judgement — this Deponent saith that when the said accounts of the said Estate required the Signature of the Defendant — the said Seth Aviet did not read or explain the same that the Defendant signed them without any explanation This Deponent saith that the Defendant is old and infirm and thereby incapable of transacting —

transacting business and that he has been so for the space of nine Years — this Deponent saith that the said Seth Aviet was in his life time very active in Business — this Deponent saith that he doth not know whether the Defendant did or did not keep a Key of the Cash Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited, or whether the said Seth Aviet did or did not keep another Key thereof — this Deponent further saith that he doth not know whether when ever Money was received or disbursed he the Defendant did or did not attend or was or was not present at the opening of the said Cash Chest and depositing Money or issuing it therefrom or whether the said Seth Aviet did or did not require the Key possessed by the Defendant and of himself make the deposits and disbursements this Deponent saith that the said Seth Aviet was considered and regarded as the sole acting Administrator in the Affairs of the said Gregorio Miguel deceased and more he saith not to this or to the last Interrogatory —

Tho.s Parry
11 Cas.r

Mayors Court at
Madraspatnam

Between Anna Seth Aviet
Administratrix of Seth Aviet
deceased is Complainant and Sarad
Cojan Maul Defendant —
On the Part of the Defendant —

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

John Meddox Inhabitant of Madras Aged forty seven Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the sixteenth day of March One Thousand seven hundred and Ninety three Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casavah my Servent 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 Anna Seth Aviet in this Cause and that he hath so known her fifteen years or thereabouts — and that he doth know the Defendant Sarad Cojar Maul in this Cause and that he hath so known him also fifteen years or thereabouts and more he saith not to this first Interrogatory. —

2nd ..... To the Second Interrogatory this Deponent saith that he was acquainted with Seth Aviet in the title of this Interrogatories named during his life time — this Deponent saith that he was not acquainted with his particular transactions —

transactions and management as Administrator of Miguel Gregorio deceased jointly with the Defendant this Deponent saith that the management of the said Estate was assumed by him the said Seth Aviet and that he did keep the Accounts thereof and arrange the same but this Deponent saith that he doth not know whether there was or was not any any interference or interruption on the part of the said Defendant this Deponent saith that he doth not know whether the said Seth Aviet did or did not dispose of the property of the said Estate according to his own Judgment this Deponent saith that he doth not whether the said Seth Aviet did or did not when the accounts of the said Estate required the signature of the Defendant read or explain the same or whether the Defendant did or did not sign the same without any explanation this Deponent saith that the Defendant is very ill and infirm and thereby being also unacquainted with the nature of carrying on business incapable of transacting the same this Deponent saith that the said Seth Aviet was in his life time very active in business this Deponent saith that the Defendant did keep one key of the Cash Chest wherein the Cash belonging to the Estate of the said Gregorio Miguel was deposited - and that the said Seth Aviet kept another key thereof but this Deponent saith that he doth not know whether the Defendant did or did not attend or was or was not present at the opening of the said Cash Chest and depositing Money therein or issuing at therefrom or whether the said Saith Aviet did or did not require the key possessed by the Defendant and of himself make the deposite and disbursements This Deponent saith that he believes the said Seth Aviet was considered as the Sole acting Administrator in the Affairs of the Estate of the said Gregorio Miguel deceased - and more he saith not to this or to the last Interrogatory

Thos. Carry Esqr.

John Maddox

Mayor's Court at Madraspatnam

Between Anna Seth Aviet Administratrix of Seth Aviet deceased is Complainant and Sarad Coja Maul Defendant

On the Part of the Defendant

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

Denis Phillippus Calendar Merchant of Madras Aged forty eight Years or thereabouts - being produced as a Witness in this Cause On the Part of the Defendant was on the Nineteenth day of March One thousand Seven hundred and Ninety three Signified at the Office of Mr. Stephen Popham who is Attorney for the Complainant by Casavah my Servent who also left him a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being Sworn and Examined deposeth as followeth

To the first Interrogatory this Deponent Saith that he doth

doth know the Complainant Anna Seth Aviet in this Cause and that he hath so known her twenty three Years and that he doth know the Defendant Sarad Cja Maul in this Cause and that he hath so known him Nineteen years and more he saith not to this first Interrogatory

4th To the fourt Interrogatory this Deponent hath looked at the Exhibit marked A & B now shewn to him at this the time of examination and says that the Exhibit A is a true translation of the said other Exhibit Marked B as near as can be from the Original and more he saith not to this or to the last Interrogatory.

Thos Carry Ex.r

Denis Philippus Calandar

Filed 25th March 1794-

To the Honble the Mayors Court at Madraspatnam

Between Anna Seth Aviet administratrix of Seth aviet Deceased- Complainant and Sarad Cja Maul Defendant

The Humble Petition of the above named Anna Seth Aviet

Sheweth

That your Petitioner did on the [illegible] November which was in the Year of Our Lord One Thousand Seven hundred and Ninety One file a Bill of Compluint in this Honble Court against the above named Defendant for the Recovery of the Sum of Four Thousand Seven hundred and Seventy One Pagodas Thirty Eight fanams and forty Cash Charged by your Petitioner to be due to her by the said Sarad Cja Maul by Virtue of and Award given under the hands and Seals of certain Arbitrators indefferently chosen by and between the said Sarad Cja Maul and your Petitioner to Arbitrate and settle all Matters and things then in dispute between the said Parties— To which said Bill of Complaint the said Sarad Cja Maul did file a Plea and Answer and did therein and thereby Acknowledge as follows to wit— "That he was ready and willing to abide by perform and keep his part of the said Award as far as required or to do provided the Complainant would abide by perform and keep her part of the said Award in manner and form as she is therein and thereby required to do" And your Petitioner sheweth that the said Defendant insisted that by such Award she was bound to give unto the Defendant and Indemnification with two Securities for and on account of the Sum of Seventeen Thousand and Sixty Six Pagodas received by the said Seth Aviet and Forster Aviet from the Estate of Gregorio Miguel and that Your Petitioner had refused to Comply therewith— That after the usual Proceedings were had the said Cause came on to be heard on Tuesday last the Eighteenth Instant when this Honble Court thought fit to Order and Decree that your Petitioners Bill should be dismissed with Costs.

Your

Your Petitioner Sheweth that she humbly conceives her Bill should not have been dismissed Because the Defendant himself hath in the Proceedings as aforesaid declared himself willing to abide by perform and keep the said Award and in pursuance thereof to pay unto your Petitioner her Claims which were adjudged by the said Arbitrators provided your Petitioner would perform and keep her part of the said Award your Petitioner therefore Submits with all due respect that she ought to have had a Decree to the Amount of the Sum sued for and that the only point for consideration was whether such Decree should be unqualified or whether your Honble Court should consider the meaning of the Award to be that the giving the Securities was to be the condition on which the money was to be paid to your Petitioner.

Whereof Your Petitioner doth humbly Pray that the said Cause may be reheard and if set said be the Judgment of this Honble Court that your Petitioner should give the said Securities previous to her receiving the Sum so sued for under and by virtue of the said Award — Your Petitioner Sheweth that She is ready and willing to give such Securities in such manner as may be ordered by this Honble Court.

Popham for self
R. Williams — Attr.
for Petr.

Mayor's Court at Madraspatnam — Tuesday the 29th day of April Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
William Webb — Andrew Ross and —
John Mitford — Aldermen

Between Anna Seth Aviet of Madras Inhabitant Administratrix Seth Aviet late of Madras Armenian Merchant Deceased Complainant and Sarad Cja Maal of Madras Armenian Merchant Defendant.

This Cause coming on to be Reheard and Debated this day in the Presence of the Attornies on both Sides and reading the Complainant's Bill with Copy of the Transaction of an award annexed, The Defendant's Plea and Answer, The Replication with Copy of an Indemnification annexed, The Rejoinder with Copy of an Exhibit marked A annexed The Interrogatories and Depositions on the part of the Complainant, The Interrogatories and Depositions on the part of the Defendant with Exhibit marked A and B annexed, The Petition for Rehearing On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon

This —

This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Decree of this Court of the 18th Ultimo be Reversed and that the Defendant do pay unto the Complainant the full and Just Sum of Four Thousand Seven hundred and Seventy One Pagodas thirty eight Fanams and Forty Cash / Pags. 4771-38.40 / being the Principal Sum Sued for upon her Executing to the Defendant the Indemnification with two Securities according to the award — and it is further Ordered and Decreed that the Complainant do pay all Costs of this Suit.

Hall

Court of Appeals
at
Madraspatnam } for Saturday the 15th day of July
Anno Domini 1794

Between Sarad Gja Maul of Madras Armenian Merchant Appellant and Anna Seth Aviet of Madras Inhabitant Administratrix of all and Singular the Goods Chattels Rights and Credits of Seth Aviet late of Madras Armenian Merchant Deceased Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides Upon hearing the Petition of Appeal and Answer and the several Exhibits of the Hon'ble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 29th day of April Anno Domini 1794 upon due Consideration had of the Matters therein Severally Contained and of the Pleading and Arguments used Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth accordingly by Order and Decree that the said Decree of the Hon'ble the Mayor's Court do stand affirmed and that the Respondent do pay the Costs in this Court.

Hall

Robert Clerk Clk

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 11th day of February Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross — John Mitford
and
Benjamin Roebuck — Aldermen

The Mayor being interested goes off the Bench and the Maces are taken away and Mr. Alderman Ross takes the Chair —

Bill Henry Chichley Michell, John de Fries Junr. Peter Bodkin by his attorney Henry Chichley Michell and Thomas Stephens, James Dodds by his attorney Edward Watts, and Mariane Hall Administrators and Administratrix of John Hall deceased — against William Bagge with Copy —

Copy of an Account Current annexed Read and filed this day —
Affidavit of Henry Chickly Michell, John de Fries Jun-nior, Thomas Stephens, Edward Watts, Sworn to in Court Read and filed this day Mr. James Stuart Hall & George Chalmer attys for the Complt having this day filed a Bill of Complaint against the said William Boyge and the Complainant having Sworn to the Justness of the Debt and that heis about to depat the Jurisdiction of this Ho-norable Court pray that a Warrant of Arrest daisue in Order that he be held to Bail for the Sum Sworn to and the attys further prays that as the Complainants have Sworn that the said William Boggie has in his Possession the Books — and Papers Bonds Securities for Money Documents and Vouchers the property of and belonging to the said Estate of the said John Hall and that with holds the same and absolute-ly refuses to deliver up the same to the Complainants that the Defendant may give such further and other Security on Account of the said Books & Papers Bonds Security for money Documents and Vouchers as to thes Honble Court may seem meet Mr. Alderman Ross Considering the Pro-cess required tobe of an Unusual Nature proposes that it shall be taken into Consideration by a full Court and that the Court be Summoned to meet tomarrow at 12 o Clock in the forenoon The Court dosnt agree with Mr. Ross in the Process now applied for as the Records being unusual, but agree with Mr. Ross in Referring the Mat-ter to a full Court tomorrow Ordered that a full Court be Summoned to meet at 12 o Clock tomorrow and that the

Extract from the Minutes of this Day be Sent Round for the Perusal of the Several Members with an intimate-on that the same is founded upon a Bill of Complaint & Affidavit this day delivered into Court —

A true Extract

G. C. Atkin
Dy Reg.r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 12th day of February Anno Domini 1794 —

Present

James Call Esq.r Senior Alderman
Wm. Webbe — Andrew Ross
John Mitford — Benj.n Roebuck
& William Abbott — Aldermen

Hy Ch.g Michell, John de Fries Junior Peter Bodkin by his Attys Hy Chg Michel & Thos. Stephens Jams Dodds by his Atty Edw.d Watts & Marriane Hall Admrs & Admtratrix of John Hall Deceased against William Boggee —

Exract from the Minutes of Yesterday Read —

Messrs. Hall & Chalmer Attys for the Compt.s pray that they may be allowed to expunge that part of the Bill of Complaint where an Injunction and a Writ in the Nature of a Writ of ne Exeat Regno are prayed — Mr. Alderman Webb not having had an opportunity of

of Reading the Papers desires that the Matter for which the full Court was Summoned be deferred till Friday next, when it is Ordered that a full Court be Summoned at 12 o'Clock in the forenoon and that the Bill of Complaint the Affedavid & Extracts from the Minutes be sent in Circulation —

A true Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th day the February Anno Domini 1794 —

Present

Hy Chr Michell Esqre Mayor
Andrew Ross & Alexr Cockburn
Aldermen

The Mayor and Mr. Alderman Cockburn being interested go off the Bench and the Maces are taken away Mr. Alderman Call takes the Chair & Messrs Aldermen Webb Mitford Roebuck & Abbott take their Seats upon the Bench

Hy Chr Michell John de Fries Junior Peter Bodkin by Hy Chr Michell & Thos Sephens Jr. Dodds by his Atty Edw. Watts & Marianne Hall Admor & Admtratrix of John Hall Deceased. —

Present
William Boggee —

Extract from the Minutes of Court of the 11th & 12th Instant read. — Ordered that the Motion of the Atty from the Compts for expunging from the Bill of Complaint the prayer for an Injunction and Writ in the Nature of a Writ of ne Exeat Regno be granted and that the Register do expunge the same Accordingly from the Bill of Complaint affedavet of Hy Chr Michell & Edward Watts Read. —

Ordered that the Defendant be held to Bail for the Sum of Pagodas 13396 — being the Sum Sworn to and that he be allowed till 12 o'Clock tomarrow Noon to put in Bail — and in default thereof that a Summons returnable Immediately and Warrants of Arrest do issue against him Mr. Alderman Call dissents to the Resolution of the Court / And in respect to the Books and Papers said to be in the Possession of the said Defendant belonging to the said Estate It is Ordered that the Defendant do Deposit with the Regr of this Court by the hour of six o Clock tomorraw Evening all the Books & Papers Bonds Securities for Money Documents and Vouchers in his Possession or Power the property of and belonging to the said Estate together with a Schedule or Inventory of the several parts Signed by the said Defendant and duly Attested and that the said Books and Papers shall at all proper times be ready for the inspection of the Several Complainants and of such other Person or Persons as are or may be interested in the said Estate of the Said John Hall Deceased — Ordered that the Attornies for the Complainants do Serve the Defendant with Copy of the above Minute before the hour of Six o Clock this Evening and in default of his Complying with the Order of this Court in Respect to the Books and Papers that an Attachment do issue against him —

A true Extract

G. E. Aspden
Dy Regr

Filed 4th March 1794

In the Hônble the Mayors Court of
Madraspatnam—

Between Henry Chickley Michell
John de Fries Junior Peter Bodkin
by his attornies Henry Chickley Mi-
chell and Thomas Stephens. James
Dodds by his attorney Edward Watts
and Moriane Hall administrators
and administratrix of John Hall
deceased Complainants—

&

William Boggie Defendant—

The Affidavit of William Herbert Mase
Serjeant—

William Herbert the Deponent above named maketh
Oath and saith that he did on the eighteenth day of February
last and between the hours of three and four o Clock in the af-
ternoon of the same day serve the above named Defendant with
an Extract issuing out of this Hônble Court which the an-
nexed extract is a Copy therefrom and that he did so serve
the said Defendant personally by delivering the same
into his Hand—

Wm Herbert

Sworn to in Court this
4th March 1794—

G. Taylor
Regr

Stuart Hall
Solicitor

Extract from the Minuts of a Court Held at the Town Hall
on Tuesday the 18th day of February Anno Domini 1794—

Present

Hy Chy Michell Esqre Mayor
Andrew Ross & Alexander Cockburn—
Aldermen

The Mayor and Mr Alderman Cockburn being interested go off the Bench
and the maces are taken away and Mr Alderman Call takes the Chair
and Messrs Aldermen Webb Metford Roebuck and Abbott take their
Seats—

Hy Chy Michell John de Fries Junr and others Administrators
and Admtratrix of John Hall Deceased—

vers

William Boggie—

It is Ordered that the Defendt do deposit with the
Register of this Court by the Hour of Six Clock to Morrow
Evening, all the Book and Papers Bonds Securities for Mo-
ney, Documents and Vouchers in his Possession or Power,
the property of and belonging to the said Estate, together with
a Schedule or Inventory of the several parts, Signed by the said
Defendant, and duly Attested, and that the said Books and
Papers shall at all proper hours be ready for the inspection
of the several Complainants and of such other Person or
Persons as are or may be intrusted in the said Estate of the
said John Hall Deceased Ordered that the Attys for the
Complainants do Serve the Defendant with Copy of the
above Minute before the hour of Six o Clock this Evining
and in default of his complying with the Order of this
Court—

Court enrespect to the Books and Papers that an attachment do issue against him—

/ True Extract /

G. E. Aitken
Dy Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th. day of March Anno Domini 1794.—

Present

Hy Chy Michell Esqr. Mayor
Jamis Call & John Mitford
Aldermen

Mr. Alderman Ross takes his Seat upon the Bench and the Mayor being interested goes off the Bench & the Maces are taken away and Mr. Alderman Call takes the Chair.—

Hy Chy Michell John de Fries & others Admors and Admenistratrix of John Hall Deceased—

ver

William Bogue

Summons and Warrant of Arrest & the Warrant of Attachment for Contempt Returned Endorsed not to be found.—

The Register acquaints the Court that Francis Lautour and Robert Henderson became Bail for the Personal appearance of the Defendant or to Answer all Costs and Damages taken and Acknowledged before Mr. Alderman Mitford the 14th. Instant the Bail having been previously accepted of by the Attornies for the Complainants— The Register also informs the Court that the Defendant abovenamed did Yesterday at the hour of Six o Clock in the Evining deliver into his Office upon Oath a Paper Writing purporting to be a true and perfect Schedule of the Several Deeds Books Accounts Papers and Writings Relative to the Estate of the late John Hall Deceased together with Sundry Bureau Desks and Boxes Said to Contain those Deeds Books Accounts Papers and Writings and the Register further Informs the Court that the said Schedule and Deeds Books Accounts Papers & Writings were so delivered in by the said Defendant pursuant to an Order of this Court of the 18th. Ultimo and delivers into Court the Schedule & Affidavit of the Defendant Sworn to before Mr. Alderman Mitford on the 17th. Instant Mr. Samuel appears as Atty for the Defendant and as the Defendant has Satisfyed the Order of Court of the 18th. Ultimo by delivering to the Register of this Court, an Attested Schedule together with the Books Papers Accounts &c. of John Hall Deceased prays that the Defendant may be discharged from the Contempt towards the Court— Ordered Accordingly.—

A true Extract—

G. E. Aitken
Dy Regr.

Filed the 8th. April 1794.

To the Honble the Mayors Court at Madrass Patnam

The Humble Petition

of Marreanne Hall, Cleny Chichley

Chichley Michell, John De Fries Junior
Peter Baskin, by his attornies Henry
Chichley Michell and Thomas Stephens
and James Dodds, by his attorney
Edward Watts, administratrix and
Administrators of the Goods, Chattles
Rights and Credits of John Hall deceased late of Fort Saint George Merchant

Humbly Shew

That this Honble Court in its Ecclesiastical Capacity was pleased on the Eighteenth day of December last past to grant Letters of Administration, to your Petitioners to the Estate and Effects of John Hall deceased, To your Petitioner Marriame Hall, as Widow and relect of the said deceased, To your Petitioners Henry Chichley Michell and John de Fries Junior as Bond Creditors, and to your Petitioners Thomas Stephens and Edward Watts as attornies to Bond Creditors as well as for the interest of such other Bond Creditors as should come in and claim the benefit of the said administration

That since that Period, your Petitioners have used their most Zealous endeavours to realize the Assetts of the Estate, and to discharge the trust confided in them by this Honble Court But that they have been greatly impeded therein, from the want of the Books of the deceased, and of many Bonds Bills and other Vouchers for money which they have not been able to obtain possession of

Your Petitioners humbly shew that there now lies deposited, with Register of this Honble Court sundry Books Bonds, Bills Receipts and other Documents and Vouchers for money the property of, and belonging to the Estate of the said John Hall together with a Schedule or Inventory thereof, which Books, Bonds, Bills and Receipts, if delivered up and put in the Possession of your Petitioners would be productive of much benefit to the said Estate, and all who are interested therein, But if withheld from your Petitioners, they feel that it will operate to prevent them from realizing the numerous well founded claims which the Estate of their Intestate appears by the said Schedule or Inventory to have upon a variety of persons.

Your Petitioners therefore humbly pray that this Honble Court will be pleased to order and direct that all the Books Papers Bonds Bills and other Vouchers for money the property of the Estate of the said John Hall and which are now deposited with the Register of this Honble Court be delivered up to your Petitioners which will enable them to discharge the duty of Administration confided to them by this Honble Court

And your Petitioners will ever pray

Stuart Hall
Ky Chalmer
Attornies for Petitioner

Filed the 8th April 1794-

In the Honble the Mayor's Court at Madraspatnam

In the matter wherein Marrianne Hall, Henry Chichley Michell, John De Fries Junior, Peter Bodkin by his attornies Henry Chichley Michell and Thomas Stephens and James Dodds by his Attorney Edward Watts Administratrix and Administrators of the Goods, Chattels Rights and Credits of John Hall deceased as Petitioners

The Affidavit of Henry Chichley Michell John De Fries Junior, Thomas Stephens and Edward Watts

These Deponents make oath and say, that from a Schedule or Inventory filed in this Honble Court, there appears to be a number of Books, Bonds, Bills, Receipts and other Vouchers for money the property of the Estate of John Hall deceased, deposited in the Registry of this Honble Court which Books, Bonds, Bills, Receipts and Vouchers for Money if delivered to these Deponents, would as these Deponents believe be productive of great benefit to the Estate of the said John Hall, by enabling these Deponents as Administrators to realize in a short time many of the claims which the Estate appear to have upon various persons and these Deponents further depose and say, That if the said Books and papers so deposited are not delivered up to them that the Estate of the said John Hall and the numerous Creditors who have claims thereon must suffer injury thereby and they will be prevented from discharging their duty as administrators as aforesaid.

D. Scott Hall
Attys for Petitioners
H. C. Michell

Sworn to in Fort St. George
this 8th day of April 1794-
Before me J. Call
Jun. Assn.

H. C. Michell
John de Fries Junr.
Thomas Stephens

E. Watts
Admor. of John Hall
Dec.

Fd 22. April 1794-

To the Honble the Mayor's Court of Madrastapatam

The Humble Petition of Marianne Hall Henry Chichley Michell John De Fries Junior Thomas Stephens and Edward Watts, administratrix and administrators of the Estate and Effects of John Hall deceased.

Shew That your Petitioners as Administrators and Administratrix have lately sold by Public Sale a certain house and Ground situated at the Village of the Luz in the Vicinity of Madras the property of and belonging to the Estate of the said

said John Hall the Title Deeds whereof your Petitioner shew are Deposited in the Registry of this Honble Court.—

Your Petitioner therefore humble pray this Honble Court that they will be pleased to order and direct the said Title Deeds to be delivered up to enable to convey to the purchaser the said Premisses, and which will benefit the Estate of the said John Hall.—

J. Stuart Hall
G. Chalmer
Attornies for Petitioner

Filed this 29th April

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Marianna Hall Henry Chichley Mechell John de Fries Junior Thomas Stephen and Edward Watts Administratrix and Administrators of the Estate and Effects of John Hall Deceased.—

Humbly Shew

That amongst the Books and Papers which are deposited in the Registry of this Honble Court belonging to the Estate of the above named John Hall there his Sundry permitts for Transporting Salt to Bengal, which Permits if delivered up to Your Petitioner might forth with be sold at Publick Outcry and the Estate of Your Petitioners Intestate by that Means greatly benefited. That from Schedule & Inventory filed in this Honble Court there also appears a claim on Messrs. Blake & Archer late of Madras Mariners in favor of Your Petitrs

Intestate Amounting to Pagodas 56000 or thereabouts— The Books Documents and Papers in Support of which Your Petitioners shew are amongst the Papers which have been so deposited—

your Petitioners therefore humbly pray that this Honble Court will be pleased to Order and direct the said Salt permits together with all the Books Papers and Documents relative to the aforesaid Claim on Messrs. Blake and Archer to be delivered up to them. And your Petitioner further humbly pray that this Honble Court will be pleased to Order and direct their Register to deliver up such Bonds Bills Notes or other Papers the property of the said John Hall which they may require for the benefit of the said Estate regarding the matters herein above set forth—

And Your Petitioner will ever Pray.—

J. Stuart Hall
G. Chalmer
Attornies for Petrs.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 29th day of April Anno Domini 1794.—

Present

Henry Chichley Michell Esqr. Mayor
William Webb Andrew Ross and
John Mitford Aldermen

Petition of Marianne Hall, Henry Chichley Michell, John de Fries Junior, Thomas Stephens and Edward Watts Administratrix and Administrators of John Hall Deceased read and filed.—

this day – praying that Sundry Warrants for Transporting Salt to Bengal and certain Books, Documents and Papers relating to a Claim on Messrs. Blake and Archer in favour of the said Estate amounting to Pagodas 56,000 or thereabouts and such Bonds, Bills, Notes or Other Papers relating thereto may be delivered up to them for the benefit of the said Estate – Ordered that the Prayer of the Petition be granted.

Filed 6th May 1794.

To the Honble the Mayors Court at Madraspatnam

In the Cause of Charles Loyd of Madras Inhabitant Complainant and Condraigala Jaggernauth Row of the same Place Inhabitant Defendant

The humble Petition of Charles Loyd the above Named Complainant

Most humbly Sheweth

That Your Petitioner having filed a Bill of Complaint in this Honble Court against the above Named Defendant for Recovery of a certain Sum of Money justly due and owing from him to Your Petitioner and Your Petitioner having obtained a decree thereon on the fifth Day of November which was in the Year of our Lord One Thousand Seven hundred and ninety three.

And from which said Decree the said Defendant hath Appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioner therefore prays this Honble Court will be pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause – and Your Petitioner as in Duty bound –

Shall Ever Pray

G. P. Cook

atty for the Pet.r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th day of May Anno Domini 1794

Present

Henry Chichley Michell Esq.re Mayor

Josias Dupré Porcher and Andrew Ross

Aldermen

Charles Loyd

versus

Condraigula Jaggernaut Row

Petition of the Complainant praying that the Proceedings in this Cause may be sent up to the Honble the Court of Appeals read and filed this day – Ordered Accordingly

Filed 6th May 1794-

To the Honble the Mayor's
Court at Madraspatnam

In the Cause of Charles Loyd of Madras Inhabitant Complainant and Stephen Towns late a Captain in the Service of the United Company of Merchants of England Trading to the East Indies and Condraigala Jaggernaut Row of the same Place Inhabitant Defendant

The humble Petition of Chales Loyd the above named Complainant

Most humble Sheweth

That your Petitioner having filed a Bill of Complaint in this Honble Court against the above named Defendants for the Recovery of acertain Sum of Money justly due and owing from them to Your Petitioner and your Petitioner having obtained a decree Agst. one of the Defendants abovenamed, Condraigala Jaggernaut Row, on the fifth Day of November which was in the Year of Our Lord One Thousand Seven hundred and Ninety three

And from which said Decree the said Defendant hath appealed to the Honble the Court of Appeals of Madraspatnam

Your Petitioner therefore prays this Honble

send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the hearing of the said Cause, and your Petitioner as in duty Bound-

Shall Ever Pray

G. P. Cook
Attorney for the Petr.-

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th day of May Anno Domini 1794-

Present

Henry Chichley Michell Esqre Mayor
Josias DuPre Porcher and Andrew Ross
Aldermen

Charles Loyd
vers
Stephens Towns and Condraigula Jaggernaut Row

Petition of the Complainant praying that the Proceedings in this Cause may be sent up to the Honble the Court of Appeals read and filed this day — Ordered Accordingly-

Filed 6th May 1794-

To the Honble the Mayor's
Court at Madraspatnam

In the Cause Swacosa Modeliar Complainant and Arunagel Davaraya Modeliar Defendant

The-

The humble Petition of Aranvoyal Thyelpaw
-gum Moodelly of Madras Inhabitant

Sheweth

That your Petitioner did on or about the twenty
second day of april present Instant Exhibit and filed his
Petition in the above Cause to restrain the Sale of certain
House and premisses his property which had been Seize-
by Vertue of a Warrant of Cautition issuing out of this
Honble Court at the instance of the Complainant above
Named against the Goods and Chattels of the said Defen
-dant, but your Petitioner Sheweth being very poor
as by affidavit appears is by reason of such his Extreme
poverty unable to prosecute his Right of in and to the said
premisses unless he be permitted to proceed in forma
pauperis

Your Petitioner therefore
most humbly prays that this
Honble Court will Vouchsafe
to permit to prosecute the said
matter in forma pauperis and
your Petitioner will Ever pray

Stuart Hall
Atty for Pet.r

Filed 6th May 1794.

To the Honble the Mayors
Court at Madraspatnam

Between Swaccoa Modeliar
Complainant and Arunvoyal
Davaroya Modeliar Defendants

The affidavit of Aranvoyal Thyelpaw
-gum Moodelly

Aranvoyal Thyelpaugum above Named maketh oath and saith
that he is not worth the Sum of Five pounds or twelve Pa
-godas and an half in all the World, his just Debts being
paid, and his Wearing apparel and the Matters in question
in this Cause only Excepted.

(Signed) Thyelpaugum

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

Stuart Hall
Atty for Pet.r

Malabar

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 6th day of May Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
Josias DuPré Coroner and Andrew Ross
Aldermen

Sevacosso Moodelly
vice
Davaroya Moodelly

Petition and affidavit of Theyagaukum Moodelly sworn to in Court Read and filed this day praying to be permitted to prosecute this Matter in Formâ Pauperis - Messrs. Thos White and Gilbert Ricketts for Mr. Stephen Popham Attorney for the Complainant pray they may be allowed one Week to shew Cause against admitting him a pauper Ordered that the Petitioner be permitted to prosecute this matter in Formâ Pauperis.

Fdes 14th April 1794

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Auroolandon Moodelly of Madras Inhabitant that Myla Aulasso and Maudy apen also of the same place Inhabitants being on or about the twelfth day of June in the Year of Christ One Thousand Seven hundred and Ninety One are indebted unto your Orator in the Sum of two hundred Pagodas Current Money of Madras did for securing the Repayment thereof Execute unto your Orato one Bond or Obligation in Writing bearing date the said twelfth day of June and Year of Christ aforesaid whereby they did become bound to pay unto your Orator the said Sum of two hundred Pagodas together with an Interest of twelve per Cent per Annum and your Orator further Sheweth that as a part her security unto your Orator for the payment of the said Sum of two hundred pagodas together with the Interest that might become due thereon they the said myla aulasso and Maudy apen did mortgage unto your Orator certain premisses in the said hereinbefore in part recited Bond set forth and your Orator further Sheweth unto this Honble Court that they the said Myla Aulasso and Maudy apen did in and by the said hereinbefore recited Bond or Obligation Covenant that in default of payment of the said Sum of two hundred pagodas and the Interest that might be due thereon Your Orator should be at liberty to one them the said Myla Aulasso and Maudy apen in this Honble Court as by the said Bond or Obligation now in your

your Orators possession and ready to be produced when required may appear and your Orator Sheweth unto this Honble Court that by reason of the premises they the said Myla Aulasoo and Maulyapen do stand Justly and truely indebted unto your Orator in the full and Just sum of two hundred and Sixty Seven Pagodas and forty two fanams Current Money of Madras or in Sterling Money of Great Britain at the Rate of Eight Shillings for Every Pagoda the Sum of One hundred and Seven Pounds three Shillings and five pence or thereabouts as may more fully and at large appear by the Copy of an Account Current hereunto Annexed for the inspection of this Honble Court to which your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint, the Original being ready to be produced when required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an amicable Manner applied to the said Myla Aulasoo and Maulyapen to pay unto your Orator the aforesaid Sum of two hundred and Sixty Seven Pagodas and forty two fanams.

But now so it is May it please this Honble Court the said Myla Aulasoo and Maulyapen botenately 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 Myla Aulasoo and Maulyapen may upon their respective Corporal oath full true direct and perfect answer make to all and singular the Matters and things hereinbefore setforth and alledged as fully truely and Effectually to all intents and purposes as if the same were here again repeated and interrogated and that they the said Myla Aulasoo and Maulyapen may be Decreed to pay unto Your Orator the aforesaid Sum of two hundred and Sixty Seven pagodas and forty two fanams together with all such Interest as now is, or shall hereafter become due thereon also all Costs of Suit.

May it please this Honble Court to Cause the said Myla Aulasoo and Maulyapen to be Summoned and required by the Sheriff of Fort Saint George town of Madraspatnam and the districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and appointed then and there to answer this Your Orator Bill of Complaint and further to stand to, and abide by such Order and Decree therein, as to this Honble Court shall seem Meet.

Fort St. George 18th April 1794

This Bill was shewn to me in the day of adjournment to be Summon issue Returnable Next Court day.

H. C. Michell
Mayor

P. Stuart Hall
Atty for Compltt

Dr. Myla Aulasoo and Maulyapen his Account Current with Aurooslandon Moodelly &c.

1791 June	12	To the Amount of your Mortgage Bond of this date	200		1794 April	11	By Balance due	267.42
1794 April	11	To Interest on the same to this day being 2 yrs 9 mos and 29 days at 12 p Ct p Annum	67.42					
		Pagodas	267.42				Pagodas	267.42

Fort St. George 11th April 1794 —

E. E. & C. Signed Aurooslandon

a true Copy

Stuart Hall

Atty for Compt.

Mayors Court at Madraspatnam

Tuesday the 13th day of April Anno Domini 1794 —

Present

Henry Chicheley Michell Esqr. Mayor

Andrew Ross and Benjemin Roebuck

Aldermen

Between Aurooslandon Moodelly of Madras Inhabitant Complainant and Myla Aulasoo and Maulyapen also of the same place Inhabitant Defendants

The Defendent Myla Aulasoo 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 Myla Aulasoo do pay unto the Complainant the full and just Sum of Two hundred and Sixty Seven Pagodas and Forty Two Fanams/ Pagodas 267.42 —/ together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit. &c

Ent.

Filed 9th May 1794 —

To the Honble the Mayors Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orators James Waddel and Alexander Stewart of Fort Saint George Merchants that Cawder Saib of the same place Horse dealer stands justly and truly indebted unto your Orators in the full and just Sum of Fifty five star Pagodas and six fanams Current Money of Madras making in sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of Twenty two pounds and One Shilling or thereabouts as will more fully and at large appear by the Copy of a Promissary Note of hand duly granted by the said Cawder Saib unto James Durand of Vellore or his Order and by him endorsed over unto Your Orators and also by a Copy of an Account Current hereunto Annexed for the inspection of this Honble Court and to which Your Orators crave leave to refer and pray the

the same may be taken as part of this your Orators Bill of Complaint, the Original whereof being in the Possession of your Orators Attorney at Law and ready to be produced when required and your Orators further Shew unto this Honble Court that they have frequently and in an Amicable manner requested payment from the said Cawder Saib of the said Sum of Fifty five star Pagodas and six fms

But now so it is may it please this Honble Court that the said Cawder Saib 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 agreeable to equity and good Conscience

To the End therefore that the said Cawder Saib 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 he particularly Interrogated and that he may be directed to pay to your Orators the aforsaid Sum of Fifty five star Pagodas and six fanams with all such Interest as now is or hereafter shall become due thereon and all Costs of this Suit

May it Please this Honble Court to Cause the said Cawder Saib 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 them and there to answer to 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

G. P. Cook
Attyfor Complt

Fort Saint George this 9th May 1794
This Bill was shewn to me in the days of
adjournment let a Summon issue returnable
Next Court day

H. A. Michell
Mayor

Copy of the Commissary Note alluded to in the foregoing Bill

No 1.

This Days from the date hereof I promise to Pay to Captain Durand or his Order the sum of Fifty star Pagodas, for Value Recved

50 Star Pags

Witness my hand
Cawder Saheb Storse
Dealer his X Mark
Security Cumaul his Mark

Fort St George
the 29th of March 1794

indorsed
22d April 1794

Pay the Contents to Messrs Waddel and Stewart or Order - J. Durand

A True Copy
G. P. Cook
Attyfor Complt

Mayors Court at Madraspatnam

Tuesday the 13th day of May Anno Domini 1794-

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between James Waddel and Alexander Stewart of Fort Saint George Merchants Com-plainant and Cawder Sait of the same place Horse dealer Defendant.—

This Defendant being in Court and acknowledg-ing the justness of the Complainants demand This Court doth therefor think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complai-nant the full and just Sum of Fifty five Pagodas and five fanams / Pagodas 55.-6— / together with all such In-terest as now is or shall hearafter become due thereon untill full Payment is made also all Cots of this suit.—

Mr

Cawder Sait in account Current with Mssrs. Waddel and Stewart &c.

Dr

1794 May 13	To Amount of your Compliry note of this date payable thirty days from the date drawn by Captain J. Burns or Order by him indorsed, amounting to	50.--	
	To Mr. Cole's Charges for Collecting the above note	5.--	
	To Interest on Do. from 13th May 1794 to 13th June 1794 a 1 Pay. p Cent p Month	--6	
		Pagodas	55.6

Cr

1794 May 13	By Ballance due	55.6
		Pagodas 55.6

Fort Saint George 13th May 1794-

E. E. E.

Signed Waddel & Stewart

(A true Copy)
E. E. E. Cole
Atty for Compl.ts

Filed 20th May 1794

To the Honble the Mayor's
Court at Madraspatnam

Between the United Company
of Merchants of England trading
to the East Indies by their Attor-
-nies Major General Sir Ar-
-chibald Campbell Kt. B. John
Holland, James Henry Casa
-major and Robert Maunsell
Esquire Governor in Council
of Fort Saint George Complai-
-nants, and Charles Floyer De
-fendant.—

The Humble Petition of the above named
Defendant—

Sheweth

That an Execution has been prayed against Your
Petitioner in the above Cause under the Allegation that an order
of His Majesty in Council therein has been received by the Com-
-plainant and your Petitioner further Sheweth unto this Honble
Court that if any such Order has been received, he is advised that
a Copy thereof should have been served upon him, or in the Event
of his not being found so to be served therewith, that then the same
should have been served upon his Attorney in Court, in the same
manner that Copies of Decrees of this Honble Court, not appealed
from are directed to be served upon a Defendant previous to a
prayer for Execution thereon— Your Petitioner therefore sub-
-mits to this Honble Court that the Complainant are not Entitled
to Execution, and humbly prays that this Honble Court will be pleased
to Over rule the prayer of the Complainants for Execution against
him— and your Petitioner as in duty Bound shall Ever Pray.—

J. Stuart Hall
Attr for Defendant.

Extract from the Minutes of a Court Held at the Town Hall on
Tuesday the 20th day of May Anno Domini 1794.—

Present

Henry Chicheley Michell Esqre Mayor
James Call Andrew Ross and
John Metford Aldermen

The United Company
versus
Charles Royer

Petition of the Defendant read and filed this day Setting
forth that Warrent of Execution hath been prayed under the
Allegation that an Order of His Majesty in Council has been
received and that if any such Order has been received he is advised
that a Copy thereof should be served upon him or in the Event of
his not being found then the same to be served upon his Attorney
in Court in the same manner as Copys of Decrees of this Court not
appealed from are directed to be served, and therefore praying that
the Prayer of the Complainants for a Warrent of Execution
be overruled to which Messrs. John White and Gilpert Rockith
attornies for the Complainants to object because that a Warrant
of Execution as been already awarded against the said Defendant
comformable to the Uneform Practice of the Court in like cases
heretofore used and approved, and for that the said Defendant at the
time

time of awarding the said Warrant of Execution was in Court by his attorney at Law, and is therefore bound to take me Notice of the Order of his Majesty in Council made in this Cause and of Record in this Honble Court — and lastly for that the Charter does not direct or require that the Decree of the Court should be served upon the Defendant previous to the awarding or issuing Execution — The Court having taken the same into Consideration it is Ordered that the Complainants do conform to the Rules laid down in the Charter and Book of Instruction for carrying of Decrees into Execution.

Filed 28th Octr 1780

To the Honble the Mayor's Court at Madraspatnam.

Humbly Complaining Sheweth unto this Honble Court your Orator Cs oor Videnadah Moodeliar of Madras Inhabitant that Henry Benjamin Sulivan a Captain in the Service of his Highness the Nabob of Arcott Stands Indebted unto your Orator in the full and just Sum of Nine Hundred Pagodas Corrent 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 Seaty Pounds or thereabouts Being the Amount Principal of a Note of Hand Given and Granted unto your Orator by the said Henry Benjamin Sulivan Dated the Twenty Seventh Day of August in this present Year of Our Lord One Thousand Seven Hundred and Eighty Copy of Which hereunto Annexed for the Inspection of this Honble Court and your Orator Prays may be admitted as Part of this his Bill of Complaint the Original whereof is in your Orators Possession and Ready to be produced when Required and whereas Your Orator hath frequently in a Friendly Manner Requested Payment of the said Sum of Nine Hundred Pagodas from the said Henry Benjamin Sulivan —

But now so it is may it Please this Honble Court the said Henry Benjamin Sulivan 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 Henry Benjamin Sulivan 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 hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Nine Hundred Pagodas together with all such Interest as now is or shall hereafter becom Due thereon also all Costs of this Suit —

May it Please this Honble Court to Cause the said Henry Benjamin Sulivan 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 —

27th October 1780

This Bill was shewn to me
Between the days of adjournment let a Summon Issue
returnable next Court day

Edw. John Holland
Mayor

Wy Dibdin
Atty Compt.

Borrowed & Received from Cavoor Videnadah Modelier the Sum of Nine Hundred Star Pagodas —

Fort St. George
29th Augt 1780

H. B. Sulivan

true Copy
H. B. DuBois
atty Compt.

Filed the 24th June 1788
in Cour.....

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Sheweth unto
this Honble Court Your Orators Cavoor Yagambarah Modelly
and Mottiah Modelliar of Madras Inhabitants Adminis-
trators of all and Singular the Goods Chattels Credits Rights and
Effects of Cavoor Vidianadah Modelly late of Madras Inhabitant
Deceased Hath Whereas the said Cavoor Vidianadah Modelly
did in his life time which was in the Year of our Lord One Thou-
sand Seven Hundred and Eighty exhibit a Bill of Complaint
in this Honble Court against Henry Benjamine Sulivan alias
Henry Boyle Sulivan a Captain in the Service of his Highness
the Nabob of the Carnatick for the Sum of Nine 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 three hundred and Sixty Pound whereupon a summons
did issue requiring him the said Henry Benjamine Sulivan to
appear before this Honble Court And your Orators Shew that
the said Henry Benjamine Sulivan did according appear
upon Service of the said Summons against him, in the Name
Henry Benjamine Sulivan

to the said time of his name and Title not being properly and
rightly called discribed nor did he afterwards upon the usual
Rules passing for him in the name of Henry Benjamine
Sulivan to answer Put in any Answer to the said Bill nor
any Plea of misnamer pointing out that his name was
Henry Boyle Sulivan and not Henry Benjamine Sulivan
but did suffer all the said Rules or notices to answer to go and
be decided in the name of Henry Benjamine Sulivan and
to which name his Attorney Regularly and duely appea-
red and Consented when such Rules were prayed in Open
Court without alledging anything to the Contrary but that
his name was Henry Benjamine Sulivan and his said
Attorney upon a Certificate being produced according to
the pratice of this Honble Court Attesting that the usual
Rules had passed and that the Defendant had not put
in any Answer to the Bill of the said Complainant the
said Attorney did not object to a Decree passing against
the said Henry Benjamine Sulivan alias Henry Boyle
Sulivan on the twelfth day of December in the same Year
in the Name and Title given him in the said Bill of Com-
plaint and for the full Sum therein Sued for, together
with Interest that then was due or shall thereafter be-
came due thereon also all Costs of the suit — From which
said Decree the said Henry Benjamine Sulivan did on
the thirteenth day of the said Month and in the aforesaid
Year appeal to the president and Council of Fort Saint
George alledging many things which in no wise regarded
the Matter in Question and particularly that his name
was Henry Boyle Sulivan and not Henry Benjamine
Sulivan —

Sulivan to which said appeal the said Covoor Vidanadah did on the twelfth day of January One Thousand Seven hundred and Eighty one put in his answer but before the hearing thereof the said Henry Benjamine Sulivan alias Henry Boyle Sulivan departed this life whereby the above said action brought in his life time against the said Henry Benjamine Sulivan alias Henry Boyle Sulivan did abate. And your Orator shew that the said Covoor Vidanadah did also depart this life without the said appeal having been heard and been determined. And Your Orator Shew that Benjamine Sulivan of Fort Saint George Esqre did take out Letters of Administration to the Estate of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan and hath thereby become possessed of all and Singular the Estate and Effects of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan and Your Orators therefore as Administrators of the Estate of the said Covoor Vydenadah Modelly have a Right to review the said Cause and Decree against the said Benjamine Sulivan as Administrator of the Estate and Effects of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan.

To the End therefore that the said Benjamine Sulivan may Shew Cause why the said Decree should not be Revived against him the said Benjamine Sulivan as Administrator of the Estate and Effects of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan and stand in the same plight and Condition as the same was in at the time of the Decease of Henry Benjamine Sulivan alias Henry Boyle Sulivan and that the same may stand revived accordingly. May it Please this Honble Court to

unto your Orators a Summons to review to be directed unto the said Benjamine Sulivan as Administrator of the Estate of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan thereby Commanding him and Certain day therein to be limetted personally to be and appear before this Honble Court then and there to shew Cause why the said suit should not be revived and further to stand to and abide by such order direction and Decree as to this Honble Court shall seem meet.

Hy DuBurg
Atty Compt.

Filed the 31st December 1796.

The Plea and answer of Benjamin Sulivan of Madras Esquire Administrator to the Estate and Effects of Henry Boyle Sulivan Esquire late Captain of Cavalery in the Service of His Highness Wan Law Jau &c Nabob of the Carnatica to the Bill of Complaint of Covoor Yagambarah Modeliar and Covoor Mothiah Modeliar of Madras Inhabitants Administrator of the Estate and Effects of Covoor Videnadah Modeliar Deceased

This Defendant by Protestation not Confessing or acknowledging all or any of the Matters or things in the Complainants said Bill of Complaint to be true in such manner

manner and form as the same are therein and thereby set forth and alledged for Plea thereunto saith that the scope and end of the Complainants Bill of Complaint is to recover the Amount of a certain acknowledgement in the words and figures following to wit.—

Borrowed and Received from Covoor Videnadah Modeliar the sum of Nine Hundred Star Pagodas H.B. Sullivan
Fort St. George 27th. august 1780.—

and the said Covoor Videnadah Modeliar by his Bill of Complaint filed in this Honble Court so long ago as the twenty eight day of October which was in the Year of our Lord One Thousand Seven hundred and Eighty charges that Henry Benjamin Sullivan a Captain in the Service of His Highness the Nabob of Arcot stands indebted unto him in the full and just sum of Nine 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 three Hundred and Sixty pound or thereabouts being the Amount Principal of a Note of hand given and granted unto the said Covoor Videnadah Modeliar by the said Henry Benjamin Sullivan dated the Twenty seventh day of August then last past which the said Henry Benjamin Sullivan refused to pay and therefore he prayed Judgment against the said Henry Benjamin Sullivan and that the said Henry Benjamin Sullivan might be Summoned &c. which Summons was issued Accordingly against Henry Benjamin Sullivan, this Defendant therefore as administrator of the said Henry Boyle Sullivan against whom the Writ aforesaid issued by the name of Henry Benjamin Sullivan saith that he was baptized by the name of Henry Boyle and at the time of the said Covoor Videnadah Modeliar suing out the said Writ was and always before and since until the time of his death hath been called and known by the name of Henry Boyle Sullivan and was a Captain in the service of the Nabob aforesaid of Arcat aforesaid and this this Defendant as administrator of the said Henry Boyle Sullivan is ready to verify and therefore he prayeth Judgment of the said Writ or Summons and that the said Summons be quashed and that the suit may abate and for further Plea this Defendant as Administrator saith that the said Covoor Videnadah Modelly this life sometime in the Year of Christ One Thousand Seven hundred and Eighty one or in the beginning of the Year One thousand Seven hundred and Eighty two and letters of Administration of his Estate and Effects were granted by this Honble Court on or about the Fifth day of February which was in the Year of our Lord One Thousand seven hundred and Eighty two unto Covoor Yagambarah Modeliar and Covoor Mottiah Modeliar and this Defendant further saith that the said Henry Boyle Sullivan did not depart this life until the middle of the Month of February which was in the Year of our Lord One Thousand Seven hundred and Eighty three notwithstanding which interval of near twelve Months the said Covoor Yagambarah Modeliar and Covoor Mottiah Modeliar omitted to receive the suit so instituted by the said Covoor Vydonadah Modeliar and this Defendant saith that on or about the Sixteenth day of the said Month of February the said Henry Boyle Sullivan departed this life and letters of Administration of the Estate and Effects of

of the said Henry Boyle Sullivan were granted unto this Defendant as Brother on or about the fourth day of March next following wherefore this defendant saith that by the death of the said Vydenadah Moodelly the Original Complainant and Henry Boyle Sullivan the Person meant and Intended to be the Original Defendant in this suit without any Process of Revivor thereof the said Suit became absolutely abated this defendant doth therefore plead such Death of the said Original Parties in this Suit as Sufficient Cause why the said suit should be abated and this defendant doth pray the Judgment of this Court thereof— This defendant for further Plea saith that the said Covoor Yagambarah Moodeliar and Covoor Mootiah Moodelly obtained Letters of Administration of the Estate and Effects of the said Covoor Vydenadah Moodelly on or about the said Fifth day of February which was in the said Year of our Lord One Thousand Seven hundred and Eighty two but omitted to file any Bill of Revivor until the Twenty fourth day of June which was in the Year of our Lord One Thousand seven hundred and Eighty eight an Interval of more than Six Years wherefore this Defendant saith that according to the Form of the Statute in such Cases made and provided the said Covoor Yagambah Moodeliar and Covoor Mootiah Moodelly ought not to have their said action against this Defendant as Administrator of the said Henry Boyle Sullivan because no promise or undertaking had been made by the said Henry Boyle Sullivan or by this defendant as his Administrator within Six Years next before the day of the exhibiting their said Bill of revivor and this this Defendant as administrator of the said Henry Boyle Sullivan is ready to Verify and therefore he prayeth Judgment if the said Covoor Yagambarah Moodeliar and Covoor Mootiah Moodeliar ought to have or maintain their aforesaid action against him—

And this Defendant by way of further Plea saith that the said Covoor Yagambarah Moodeliar and Covoor Mootiah Moodeliar did in their said Bill of Revivor set forth that the said Covoor Vydanadah filed his said Bill against Henry Benjamin Sullivan alias Henry Boyle Sullivan a Captain in the Service of His Highness the Nabob of the Carnatick whereas this defendant saith that the said Covoor Vendenadah filed his Bill against Henry Benjamin Sullivan and Henry Boyle Sullivan— and this Defendant saith that the said Henry Benjamine Sullivan was therein discribed to be a Captain in the Service of His Highness the Nabob of Arcot and not a Captain in the Service of His Highness the Nabob of the Carnatick as by the said Original Bill of the said Covoor Vendenadah Moodeliar and the said Bill of Revivor of the said Covoor Yagambarah Moodeliar and Covoor Mootiah Moodeliar now of Record in the Honble Court Reference being thereunto respectively had may more fully appear and the said Covoor Yagambarah Moodeliar and Covoor Mootiah Moodeliar did further state in their said Bill of revivor that this defendant took out Letters of Administration of the Estate of Henry Benjamine Sullivan alias Henry Boyle Sullivan and thereby become possessed of all the Estate and Effects—

Effects of Henry Benjamine Sulivan alias Henry Boyle Sulivan and therefore that the said Covoor Yagambarah Mudeliar and Covoor Mothiah Moodelly have a right to receive against this Defendant as administrator as they state of Henry Benjamin Sulivan alias Henry Boyle Sulivan whereas this Defendant saith that it will appear by reference to the Records of this Honble Court under date the Eighteenth day of February and fourth day of March which was in the Year of our Lord One thousand Seven Hundred and Eighty three that this defendant did apply for and obtain Letters of Administration of the Estate of Henry Boyle Sulivan and that no mention whatever was made of Henry Benjamine Sulivan as by the Records of this Honble Court reference being therein to had may appear

Wherefore this Defendant prayeth Judgment of the said Bill of Reivor as exhibited against him because he saith that in the said Bill there is material variance from the said Original Bill and from the Prayer of this Defendant and the Order of this Honble Court thereon respecting the said Letters of Administration to this defendant as Brother to the said Henry Boyle Sulivan and it therefore Prayeth that the said Bill may be quashed

And this defendant in no wise waiving his said Plea but fully relying thereon for answer to the residue of the said Bill of Complaint or to such part thereof as this Defendant is advised to make answer unto he answereth and saith that he doth not know whether the said Henry Boyle Sulivan did sign the said Note of hand where-

or whether if he hath signed the same he ever received the full or any consideration therefore and in case he may have received a full consideration for the same whether the whole or some part thereof may not have been discharged by the said Henry Boyle Sulivan during the life time of the said Covoor Videnadah Moodely or afterwards to his administrators and this defendant saith that it is incumbent on the said Administrators of the said Covoor Videnadah Moodelly to set forth the same fully for the Satisfaction of this Honble Court for this defendant saith that the whole Circumstances of the Case respecting the said Note of hand and the consent of the said Covoor Videnadah Moodelly and his said Administrators in the premises appear very Mysterious and as this Defendant Humbly considers very unjustifiable - This defendant saith that the said Note of hand bears date the Twenty seventh day of August which was in the Year of our Lord One Thousand Seven hundred and Eighty when it is well known that the said Henry Boyle Sulivan was about to quit the Presidency of Fort Saint George in Publick Service with the Army under the Command of Major General Sir Hector Munro and that if the Complainant Covoor Videnadah Moodelly was so prefering as to file a Bill for Recovery thereof so soon after the date of the said Note as the Twenty eight day of October there next following it seems Extraordinary that after his death his said Administrators should have omitted to receive the Suit from the time that Letters of Administration were granted to the Estate and Effects of the said Covoor Videnadah Moodelly to wit from the Fifth day of

of February which was in the Year of Our Lord One Thousand Seven hundred and Eighty two to the day of the Date of the said Henry Bayle Sulivan being about the Sixteenth of the Month of February in the following Year and also afterwards from the Fourth day of March there next following when this Honble Court was pleased to grant Letters of Administration to this defendant of the Estate and Effects of his said Brother Henry Bayle Sulivan unto the Twenty fourth day of June which was in the Year of Our Lord One thousand Seven hundred and Eighty Eight when they filed their Bill of Revived in his Honble Court especially as they must have known as this Defendant believes that this Defendant did immediately after the said Letter of Administration were granted to him enter actualy on his duty as Administrator and did receive about all the effects and pay almost all the Debts of his said Deceased Brother within the said Year of our Lord One Thousand seven Hundred and Eighty three as appears by the Inventory and account of his administratorship now of Record in this Honble Court This defendant saith that in Order to be fully informed of the premises and to do the Justice which he owes to the State of the deceased heis about to file a Cross Bill or Bill of Discovery against the said Covoor yagambarah Moodelly and Covoor Mothiah Moodelly as Administrators of the said Covoor Vdenadah Moodelly which when filed he prays may make part of the Proceedings in this Cause and that the same with such answer as the said Administrators may give in full to such Inter

may be read at the hearing of this Cause and that this defendant may have the full benefit thereof.

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 humby prays to be hence dismissed with his reasonable Costs and charges in this behalf most wrongfully Sustained.

Benjn. Sulivan

Sworn in Madras
this 30th day of December
1791 Before me
Jos. Dubre Borcher
Alderman

Cophan
Atty for Defendt

Filed 26th January 1792.

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Benjamin Sulivan Esquire Administrator
of the Estate and Effects of Henry Bayle Sulivan Esquire late
a Captain of Cavalry in the Service of His Highness the Nabob of Arcot That Covoor Vdenadah Moodeliar late of Madras Inhabitant deceased did file a Bill of Complaint in
this Honble Court on or about the Twenty eight day of October
which was in the Year of our Lord One thousand seven Hundred
and Eighty against a Person whom to a stiled Henry Benjamin
Sulivan a Captain in the Service of His Highness the Nabobe
of Arcot charging him to be indebted unto the said Covoor
Vdenadah Moodeliar in the full and Just sum of Nine
Hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate
of

of Eight Shillings for every Pagoda the Sum of Three Hundred and Sixty Pounds or thereabouts being the Amount Principal of a Note of Hand said to have been given and Granted unto the said Covoor Videnadah Modeliar by the said Henry Benjamin Sulivan dated the Twenty Seventh day of August in the Year of our Lord One Thousand Seven hundred and Eighty Copy whereof was annexed in the said Bill of Complaint and is in the words and figures following. "Borrowed and Received from Covoor Videnadah Modeliar the Sum of Nine Hundred Star Pagodas

Fort St. George
27th Augt. 1780.

H.B. Sulivan.

one which said Bill of Complaint a Summons having issued an appearance was afterwards entered and the usual Rules having passed for the Defendant to Answer and no Answer having been filed this Honble Court were pleased on the Twelfth day of December in the said Year of our Lord One Thousand Seven hundred and Eighty to pass a Decree whereby the said Henry Benjamin Sulivan was Decreed to pay to the said Covoor Vydenadah Modeliar the said Sum of Nine Hundred Pagodas with Interest and Costs of Suit.

Whereupon Henry Boyle Sulivan who was the only person of the name of Sulivan who held the Post of Captain of Cavalry in the Service of His said Highness the Nabob of Arcot lodged an appeal to the Honble the Court of Appeals at Madraspatnam stating the fact to be so and that he therefore thought it incumbent on him to appeal from the said Judgment or Decree and after stating his name to be Henry Boyle Sulivan prayed a Reversal of the Decree and that one Weeks time be given to plead or Answer in order to aid the said Covoor Vydenadah Modely and afford him an Op-

the said Henry Boyle Sulivan to set the same forth and that the said Henry Boyle Sulivan would Answer thereto to which the said Petition and appeal the said Covoor Vydinadah Modely duly filed his answer Notwithstanding which the same was not brought on for hearing for nearly ten Years after that is to say not until the Twenty fourth day of December last when the said Court of appeals were pleased to order and Decree that the said Decree of this Honble Court should be reversed and that your Petitioner as Administrator to the said Henry Boyle Sulivan be allowed one Week to plead and Answer, which plea and answer your Orator hath duly filed in this Honble Court having first Sworn to the truth thereof in the usual form.

Your Orator Sheweth that from the Pleadings read by your Orators Solicitor at the hearing of the said appeal and from the Sentiments expressed by the said Court on giving their Judgment it appeared to be so given for the purpose that your Orator as Administrator of the said Henry Boyle Sulivan may have the Relief prayed for by the said Henry Boyle Sulivan in his said appeal to which Your Orator appeared the more entitled because the Mysterious and unjustifiable Conduct of the said Original Complainant Covoor Vydenadah Modely and of his Administrator the said Covoor Yegambarah Modeliar and Covoor Mootiah Modely secured to warrant a Suspicion that if the said Henry Boyle Sulivan had ever owed any Money to the said Covoor Vydenadah Modelly the whole or the greater part thereof must have been liquidated for your Orator Sheweth that the said Petition and appeal and the Answer thereto, which was filed in the Eleventh day of January

January in the Year of our Lord One Thousand Seven hundred and Eighty One was not brought on for hearing untill the Seventeenth day of the said Month of December last past and their Refered for further Consideration untill the same was heard and a Decree given as above set forth. your Orator further Sheweth that the said Covor Vydenadah Moodelly died some time towards the end of the year of our Lord One Thousand Seven hundred and Eighty one and Letters of Administration of his Estate and Effects were granted to the Said Covor Yagambarah Moodelly and Covor Mottiah Moodelly the Fifth day of February in the Year of our Lord One Thousand Seven hundred and Eighty two notwithstanding which the said Administrators did not file any Bill of reviver against the said Henry Boyle Sulivan between that time and the Sixteenth day of February which was in the year of Our Lord One Thousand Seven Hundred and Eighty three when the said Henry Boyle Sulivan departed this life and Your Orator further Sheweth that at the this Honble Court did on the forth day of March then next following grant Letters of Administration to Your Orator of the Estate and Effects of the said Henry Boyle Sulivan as his Brother and next of Kin the said Administrators Covor Yagambarah Moodelly and Covor Mottiah Moodelly did not file their Bill of reviver until the Twenty fourth day of June which was in the Year of Our Lord One Thousand Seven hundred and Eighty eight a period of more than five years notwithstanding Your Orator as soon as he had obtained

Letters of Administration aforesaid did enter actively on his duty as Administrator and did receive almost all the effects and pay almost all the Debts of his said Deceased Brother with in the said Year of Our Lord One Thousand Seven hundred and Eighty three as appear by the Inventory and account of his Administration now of Record in this Honble Court any your Orator further Sheweth that afterwards to wit from the Eighteenth day of april which was in the year of our Lord One Thousand Seven hundred and Eighty nine when the said Cause was ready for Hearing in the Court of Appeals until the day that the same Came on for Consideration as aforesaid the said Administrators suffered the said Cause to be dismissed from all which your Orator hath just cause to believe either that the said Covor Vydenadah Moodelly or his said Administrators Covor Yagambarah Moodelly and Covor Mottiah Moodelly never had any note of hand or other just Cause of Action against the said Henry Boyle Sulivan or that the whole or the principal part of any Claim which may have existed has been satisfied. Wherefrom as Your Orator as Administrator as aforesaid is remediless in the Premises without the aid of this Honble Court to the End that Justice may be obtained in the Premises Your Orator prayeth that the said Covor Yagambarah Maddaliar and Covor Mottia Moodeliar may set forth whether it appears by the Books, Cadjans or other accounts of the said Covor Videnadah Moodeliar that on the said Twenty seventh day of August which was in the Year of Christ One Thousand Seven hundred and

and lastly the said Covoor Videnadah Moodeliar actually paid unto the said Henry Boyle Sulivan the said sum of Nine hundred Star Pagodas or any other and what sum and if the whole or any part was paid that they may set forth where and how it was paid, and that they may also set forth whatever if the whole or any part thereof was duly paid by the said Covoor Videnadah Moodeliar to the said Henry Boyle Sulivan and whether such Sum so paid or certain and what parts thereof have not since been discharged and that they may set forth whether they did not obtain this Letters of administration at the time aforesaid and if so why they did not file a Bill of Reviver against the said Henry Boyle Sulivan, and whether they did not know of the death of the said Henry Boyle Sulivan on the said Sixteenth day of February in the said Year of Our Lord One Thousand Seven hundred and Eighty three or when afterwards did they hear thereof, and whether they did not know of Your Orator having Obtained Letters of administration from this Honble Court on the said Fourteenth day of March then Next following or when afterwards they were informed thereof, and whether they did not know that your Orator had acted as administrator and executed the principal Duties of such Office in the Course of the said Year of Our Lord One Thousand Seven hundred and Eighty three and why they did not during such time file their Bill of Reviver against Your Orator and your Orato as Administrator as aforesaid humbly prayeth that as the Estate of the said Henry Boyle Sulivan must suffer much by the Laches or delay of the said Covoor Yagambarah Moodeliar and Covoor Mootia Moodeliar in prosecuting their Claim against such Estate if any they have the said Covoor Yagambarah Moodeliar and Covoor Mootia Moodeliar may, even in the Event of their proving a Claim against the said Henry Boyle Sulivan be decreed the Payment of such Claim from the Estate of the said Henry Boyle Sulivan without Interest from the day of their receiving Letters of Administration of the Estate and Effects of the said Covoor Videnadah Moodeliar to the said Seventeenth day of December last past when the said Appeal of the said Henry Boyle Sulivan was first brought forward for Consideration in the said Court of Appeals and to grant unto Your Orator such other and further Relief as to this Honble Court may seem meet and that the said administrators may be Decreed to pay all Costs of this Bill

May it Please this Honble Court to Cause the said Covoor Yagambarah Moodeliar and Covoor Mootiah Moodeliar to be Summoned and Required by the Sheriff 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.

Fort Saint George 26th January 1792.

Bopham
Atty for Compl.t

This Bill was shewn to me in the days of adjournment let a Summons Issue returnable at the next Court day.

Andrew Ross
Mayor

Filed 24th April 1792

The Replication of Covoor Mootiah Modeliar Surviving Administrator of Covoor Videnadah Deceased Complainant to the Plea and Answer of Benjamin Sullivan of Madras Esquire Administrator to the Estate and Effects of Henry Boyle Sullivan Esquire late a Captain of Cavalry in the Service of His Highness the Wallajaw &c. Nabob of the Carnatice 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 untruths insufficience and imperfections in the Defendants said Plea and answer contained for Replication thereunto saith that his Bill of Complaint and all and singular thermatters and things therein contained are good true certain and sufficient to be Answered unto in such manner and form as the same is therein and thereby charged and setforth and that the Defendants said Plea and Answer is very Evasive and insufficient in the Law to be by this Repliant Replied unto and this Repliant for further Replication says that the Plea of misnomer as pleaded by the Defendant as Administrator as aforesaid is misconceived and highly irregular for this Repliant is advised that a misnomer must be pleaded by the party himself and that it cannot be pleaded by any one for him and it appears by the Defendts own shewing that he is not the party misnamed but that it was his Intestate and that the Defendant is now doing that which his Intestate in his life time did decline to do, for it also appears by the Defendants own shewing in and by his Cross Bill filed in this Cause that this Repliant Intestate Covoor Videnadah Modeliar above named died in his life time and in the life time of this Defendants said Intestate obtain a decree upon the Bill now before this Honble Court against the Defendants Intestate with out any plea misnomer having been pleaded thereto and this Defendant says he is advised that a plea of misnomer must be pleaded presently and that it cannot be pleaded after the Rules for Answering have Expired and thereupon this Repliant says he is advised that the pretence set up by the Defendant in and by his said Cross Bill that his said Intestate did in his life time appeal from the decree of this Honble Court as above mentioned that he did in and by his said Petition of Appeal insist on the said pretended misnomer and that the Court of Appeals were pleased to reverse the said Decree and to allow the Defendants as administrator as aforesaid to plead or Answer to this Repliants said Bill so far from being of avail shews that the Defendant is absolutely and totally precluded from pleading a misnomer even had a misnomer Existed but which this Defendant denies and

and doubts not of proving the same to the satisfaction of this Honble Court and this Repliant for further Replication says that some time in the year of Christ One Thousand seven hundred and Eighty Eight he this Repliant and Covoor Yagam brah Moodeliar now deceased did as Administrators of the said Covoor Videnadah Moodeliar deceased Exhibit and file a Bill of Revivor in this Honble Court and therein and thereby pray that the Suit might stand revived against the Defendants said Intestate to which said Bill of Revivor the Defendant as Administrators as aforesaid did appear and did move this Honble Court that the same might not stand revived upon the pretext that the said Suit had Not been received in the life time of the Original parties and that the time of Six Years and more had elapsed since the last continuance thereof and this Honble Court taking the said Motion into consideration were pleased to over rule the same and to Order that the said Suit should stand received whereupon the Defendant did appeal to the Court of appeals and did in his Petition and appeal urge the said pretended misnomer and the said appeal coming on to be argued on the Eighteenth day of April which was in the Year of Christ One Thousand seven hundred and Eighty nine the said Court of Appeal did think fit to Order and did accordingly Order that the said Order of this Honble Court should stand affirmed from which said Order of the said Court of Appeal this Defendant did not Appeal to His Majesty in Council but did Submit thereto and in Course did admit the insuf

appeal and further admit the said Order of the Court of appeals to be conclusive in relation thereto and this Repliant for further Replication to the said pretended plea of the Defendant says that it appears by his the Defendant own shewing that his said Intestate was called or known by the name of Henry Boyle Sulivan and that he was a Captain in the Service of His Highness the Nabob of Arcat and it further appears that he is in and by this Repliants said Bill called Henry with his proper addition of a Captain in the said Service of His Highness the Nabob of Arcat and it further appears that he is in and by this Repliants said Bill called Henry with his proper addition of a Captain in the said Service of His Highness the Nabob of Arcat and it further appears that he is in and by this Repliants said Bill called Henry with his proper addition of a Captain in the said Service of His Highness the Nabob of Arcat and thereupon this Repliant says that it is evident from the Defendants own shewing that Even were the Defendants pretended plea of misnomer regular and that he the Defendant as Administrator and under the Circumstances aforesaid was enabled to plead a misnomer yet that in the present instance he has no manner of foundation inas much as this Repliant is advised that the Law does not recognize two names of Baptizm and therefore this Repliant says that whether the Defendants said Intestate was Baptized by the name of

of Henry Boyle or Henry Benjamin is a matter of no conse-
quence and this Repliant for further Replication Says
that his said Intistate did not depart this life as the same
is erroneously stated in and by the Defendants said pre-
tended plea and answer some time in the Year of Christ
One Thousand Seven hundred and Eighty One or in the begi-
ning of the Year One Thousand Seven hundred and Eighty
two but that his this Repliantes said Intestate did de-
part this life in the latter end of the said Year of Chries
One Thousand Seven hundred and Eighty two to wit in
the Month of August and further this Repliant says
that Letter of Administration of his Estate and Effects
were not as this Def has in and by his said Replication
erroneously stated the fast to be granted one or about the fifth
day of February in the Year of Christ One Thousand seven
hundred and Eighty two but that they did pass the seal
of this Honble Court in its Eccles astical Capacity on the tenth
day of October in the said year Year of Christ one Thousand
seven hundred and Eighty two and thereupon this Re
-pliant says that the assertion of the Defendant that
an interval of near twelve Month had occurred between
the Obtaining Letters of Administration to the Estate of
this Repliants said Intestate and the death of the Defen
dants said Intestate which he says happened in the
middle of February One Thousand seven hundred and
and ninety three is untrue and therefore that the inference
[illegible] attempted to make therefrom is unfounded and this

Repliant Says he is advised that the Defendant is highly ir-
regular in his plea as to the pretended want of proces
of Revivor during the life time of his Intestate in as
much as this Honble Court have been pleased to deter
mine thereon and that upon an Appeal therefrom by
the Defendant to the Court of Appeals such determina
tion was affirmed and this Repliant for further Re
plication saith that he did not obtain Letters of ad-
ministration of the Estate and Effects of his said In-
testate in the Month of February but in the tenth day
of October One Thousand Seven hundred and Eighty
two and therefore that between the Obtaining the said
Letters of Administration and filing his said Bill of
Revivor which was in the fourteenth day of June One
Thousand Seven hundred and Eighty Eight an interval of
more than Six Years as erroneously asserted by the Defen
dant had not elapsed for this Repliant says that such
interval did not Exceed five Years and Nine Months
and therefore the plea of the Statutes of Limitations as
the Defendant has pleaded the same is erroneous and
further this Repliant says notwithstanding the assertions
to the Contrary in this Defendants pretended plea and ans
swer contained that during interval aforesaid the
Defendant did frequently promise to pay the Amount
of this Repliants Claim, that it was upon the faith
of such the promises of the Defendant that this
Repliant did Neglect so long to file his said Bill of
Revivor, and that it was upon the discovery made by this
Repliant

Repliant that the promises so made by the Defendant were made without an intention to be performed that this Repliant did file his Bill of Reviver as aforesaid and this Repliant for further Replication says that the Alias set forth in his said Bill of Reviver was so set forth in consequence of the assertion of the Defendant in his said petition and appeal contained from the Decree of this Honble Court to the Court of appeals as aforesaid which became sanctioned by the affirmance of the said Court of appeals and the submission of the Defendant thereto as hereinbefore set forth and further this Repliant says that the distinction between the words His Highness the Nabob of Arcot and His Highness the Nabob of the Carnatic is a distinction without a difference as they are one and the same personage and so this Repliant will prove the fact to be if thereunto required and this Repliant further says that the reason which he has already given for the Alias introduced the his Bill of Reviver he humbly submits is sufficient effectually to oppose the Arguments urged by the Defendant relative to the difference between the names of this Intestate as set forth in the Letters of Administration by him the Defendant obtained as aforesaid and as set forth in this Repliants said Bill of Reviver which this Repliant

affirmance of the said Court of Appeals and the submission of the Defendant thereto as aforesaid and therefore the plea of the Defendant of a pretended Variance between the said Bill of Reviver and the Original Bill and between the prayer of the Defendant and the Order of this Honble Court thereon respecting the said Letters of Administration to the Defendant is frivolous and Vexatious and this Repliant having thus replied to the several pretended pleas set up by the Defendant and shewed them to be without any kind of just foundation further humbly submits to this Honble Court that the Defendant in filing a Cross Bill against this Defendant and therein charged and therein interrogated this Defendant upon the matters and things set forth said plea and Answer has thereby and by reason thereof overruled his said plea inasmuch as a Cross Bill is taken as apart of the Original Defendants answer and the answer of the Defendant Overrules the plea and this Repliant for further Replication says Notwithstanding any thing to the Contrary in the Defendants said plea and Answer contained that the Defendant doth well know that his Intestate did sign the note whereof a Copy is to this Repliants said Bill annexed, and further that the Defendant doth well know that his said Intestate did previously thereto receive the full consideration in the said Note set forth and that no part thereof was ever discharged by his the Defendants said Intestate during the life time of this Repliant said

said Intestate or afterwards to his Administrators and that the whole is now due and owing to this Repliant as Administrator as aforesaid and this Repliant says he has fully shewn how and in what manner the Defendant did obtain such Knowledge of the premises in and by this Repliants Answer to the Defendants Cross Bill filed in this Cause to which Answer this Repliant prays leave to refer and that the same may be taken as part of this his Repliant and thereupon this Repliants says that he has fully complied with the suggestion of this Defendant in his said Plea and Answer set forth that it was incumbant on this Repliant as Administratorafore said to set forth the same to the satisfaction of this Honble Court and this Repliant for further Replication says that in and by his said answer is referred to as aforesaid he has clearly shewn Notwithstanding the assertain to the contrary in the Defendants said Plea and answer contained that the conduct of this Repliants Intestate and of his administrators in the premises never bore any appearance of mystery and that it is the conduct of the Defendant alone that was unjustifiable This Repliant says he admits this Defendants Intestate might have been about to leave Madras at the time mentioned in the Defendantes said Plea and Answer and this Repliant has shewn in and by his Answer to the Defendants Cross Bill hereinbefore referred to the reason which operated with the Repliants said Intestate for filing his Bill for the recovery of the amount of the said Note of hand and this Repliant has in and by his said answer also shewn the only reasons that prevented this Repliant his late Brother the said Yagambrah Moodeliar from reviving their Suit anterior to the death of the Defendants said Intestate and further that the Defendant has stated erroneously the period in which this Repliants said Intestate departed this life and thereupon this Repliant says that the circumstance is not as the Defendant would insinuate in any wise Extraordinary and further this Repliant says that in and by his said answer he has also Explained the reason why the said Suit was not revived until the Year One Thousand Seven hundred and Eighty Eight and that the same arose from the repeated promises of the Defendants to pay off and discharge the Amount of the said Note of Hand granted to this Repliants said Intestate as aforesaid and this Repliant lastly prays that his said answer to the Defendants said Cross Bill may be fully taken and received as part of this his Repliacation and humbly trusts it will fully appear to this Honble Court that the Defendants Conduct in the premises is litigious unjust and oppressive

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

J. Stuart Hall } Attys for
Wm Hamilton } original Compt & Cross Defendt

Filed 17th april 1792

The Cross answer of Covoor Mootiah Moodeliar Surviving administrator of Covoor Vedanadah Moodeliar deceased Defendant to the Cross Bill of Benjamin Sulivan administrator of the Estate and Effects of Henry Boyle Sulivan Esquire late a Captain of Cavalry in the service of His Highness the Nabob of Arcot 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 untruths insufficiencies and imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as he this Defendant is advised is material or Necessary for him to make Answer unto he this Defendant answereth and saith that he admits his Intestate abovenamed did Exhibit and file a Bill of Complainant in this Honble Court against Henry Benjamin Sulivan alias Henry Boyle Sulivan as above named on or about the time in the Cross Complainants said Bill set forth and did therein and thereby charge that the said one Henry Benjamin Sulivan alias Henry Boyle Sulivan did stand indebted unto him this Defendants said Intestate in the Sum of Nine hundred Star Pagodas Current Money of Madras making in sterling Money of Great Britain at the Rate of Eight Shillings for every Pagod a the Sum of three hundred and Sixty pounds or thereabouts

amount principal of a note of hand given and granted to this Defendants said Intestate by the said Henry Benjamine Sulivan alias Henry Boyle Sulivan and this Defendant also admits that the said Note was dated and did run in the words and figures as in the Cross Complainants said Bill the same is setforth and expressed and this Defendant further answering says he admites that upon the said Bill of Complaint so Exhibited and filed by his this Defendants said Intestate summons did issue and appearance was entered by the Defendant in the said Bill named; that the usual Rules did pass for the said Defendant to Answer, and that no answer having been filed this Honble Court did on or about the time in the Cross Complainants said Bill for that purpose setforth Order and Decree that the said Henry Benjamin Sulivan (alias Henry Boyle Sulivan) should pay unto this Defendants said Intestate and Costs of suit and this Defendant admits that the said Henry Benjamine Sulivan alias Henry Boyle Sulivan did appear from the said Decree of this Honble Court to the Court of Appeals, that he did in his said petition of Appeal setforth that his name was Henry Boyle Sulivan and not Henry Benjamin Sulivan and that he did pray a Week might be granted to them to plead or Answer to the said Bill filed by this Defendants said Intestate as aforesaid and this Defendant admits that to such the petition and appeal of the said Henry Benjamin Sulivan alias Henry Boyle Sulivan this Defendants said Intestate did Exhibit and file an answer in the Court of Appeals and further admits that the said petition and answer might not have been brought on to a hearing for Nearly ten

ten Years as in the Cross Complainants Bill the fact is so stated to be, but this Defendant says that such delay did not arise from any Neglect or inattention of this Defendants said Intestate or his left time or of his administrator this Defendant and his this Defendants Brother Covoor Yagambrah Moodeliar after his decease but did as this Defendant has been informed partly rest with the said Court of Appeals in not Ordering the said petition and Answer to Come on to be heard and partly with the Cross Complainant himself who upon the decease of the said Henry Benjamin Sulivan alias Henry Boyle Sulivan and Obtaining Letters of administration to his Estate and Effect and frequently promise to pay to this Defendant and his said Brother the said Yagambra Moodeliar and deceased the debt due from the said Henry Benjamin Sulivan alias Henry Boyle Sulivan upon account of the said Decree as aforesaid the moment he should be enabled to collect in assets belonging to the Estate of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan sufficient for the purpose as will hereafter more fully and at large appear and this Defendant says that under such the promises of the Cross Complainant this Defendants and his said late Brother the said yagambras Moodeliar did for a long time firmly believe that the Cross Complainant would faithfully discharge the amount of the said Decree of this Honble Court and that therefore it would be both unnecessary and highly improper to proceed further and this Defendant therefore suffered the matters in suit as aforesaid to be dormant in Order thereby to meet the

of the Cross Complainant and by avoiding further litigation but promote the Interest of the Estate of his said Intestate until at length this Defendant found that the Cross Complainants instead of applying the assets of the Estate of the said Henry Benjamin Sulivan alias Henry Boyle Sulivan or any part thereof to the payment of the debt due to the Estate of this Defendants said Intestate as by his promises repeatedly made to this Defendant as aforesaid he ought to have done and was bound to do he the Cross Complainant was appropriating the Same to other purposes and that he had been trifling with this Defendant as it would appear to prevent him from prosecuting his Right as administrator as aforesaid thereby to enable him the Cross Complainant to accomplish the Objects he might have had in View contrary to the Interests of this Defendant and contrary to the promises by him the Cross Complainant made to this Defendant as aforesaid whereupon this Defendant did instruct his Attorney at Law to proceed in the Suit instituted by this this Defendants said Intestate as aforesaid and this Defendant further answering says he admits that the Petition and Answer in the Court of appeals did come on to be heard on the twenty fourth day of December last past and that the said Court of appeals were pleased to reverse the said Decree of this Honble Court and to Order that one Week might be allowed to the Cross Complainant as administrator as aforesaid to plead or Answer and this Defendant further admits that the Cross Complainant has since filed a pleading in this honble Court by him denominated a Plea and answer and that he might have

have sworn to the truth thereof But this Defendant doth not admite as insisted on by the Cross Complainant in his said Bill that from the pleadings used by his the Cross Complainants Solicitor at the hearing before the appeals and from the sentiments expressed by the Court in giving their Judgment it appeared to be so given for the purpose that the Cross Complainant as administrator as aforesaid might have the Relief prayed for by the said Henry Benjamin Sulivan alias Henry Boyle Sulivan in his said Appeal, for this Defendant says he has been credibly informed and Verily believes the fact so to be, that the Court of appeals did rest a good deal upon the assertion of the Cross Complainants Solicitor, that he had appeared to the Bill filed by this Defendant said Intestate, as aforesaid, without Instructions from the said Henry Benjamin Sulivan alias Henry Boyle Sulivan and that such the assertion of Cross Complainants said Solicitor repeatedly urged as appeared to be embraced by the Court of appeals in giving their Judgment aforesaid and this Defendant further answering says that Sensible of the irregularity in entering into the Sentiments entertained by the Court of appeal in deceding upon the Order or Decree of this Honble Court he would not have spoken thereto or made any mention thereof had he not been in an manner Compelled to such a measure by the assertion of the Cross Complainant as aforesaid and this Defendant for further answer to the Cross Complainants said Bill Says that there never was any Mysterious or unjustifiable conduct on the part of his this Defendants said Intestate in his lifetime nor of his administrators after his decease in the premises whereby to warrant a Suspicion as untruly suggested by the Cross Complainant in his said Bill that if the said Henry Benjamin Sulivan alias Henry Boyle Sulivan had ever owed any Money to this Defendants said Intestate the whole or the greater part thereof had been liquidated and this Defendant says that no part of the said sum of Nine hundred pagodas ever was paid to this Defendants said Intestate in his life time, nor to his administrators after his decease but that the same and every part thereof is still due and owing to this Defendant as administrator as aforesaid, and so this Defendant Says the Cross Complainant will know the truth to be, notwithstanding such his suggestions to the contrary and notwithstanding the reason set forth by the Cross Complainant in support thereof that is to say the lapse of time between the filing of the said Petition and appeal and the answer thereto, and the hearing thereof and this Defendant says that his Intestate did not depart this life sometime towards the end of the Year of Christ One Thousand Seven hundred and Eighty one as set forth in the Cross Complainants said Bill, but that he did depart this life sometime in or about the month of august which was in the Year of Christ One Thousand Seven hundred and Eighty two and this Defendant further Answering Says that Letters of Administration of the Estate and Effects of the said Intestate were not granted to him and his said Brother Ygambrah Moodeliar deceased on the fifth day of February and in the Year of Christ one Thousand Seven hundred and Eighty

Eighty two as the same is erroneous by stated in the Cross Complainants said Bill, but this Defendant says the said Letters of administration were granted to him and his said late Brother Yagambra Moodeliar on the tenth day of October in the said Year of Christ One Thousand Seven hundred and Eighty two as may appear by reference to the said Letters now in the possession of this Defendant and ready to be produced if required and therefore this Defendant says that the insinuations insinuated by the Cross Complainant that this Defendant and his said late Brother the said Yagambrah Moodeliar as Administrator aforesaid did neglect to file their Bill of Revivor former early twelve Months during the life time of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan is without foundation in truth, for it appears by the said Letters of Administration that only four Month and six day elapsed between obtaining the said Letters of administration and the death of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan who according to the Cross Complainant own shewing departed this life on the Sixteenth day of February which was in the year of Christ One Thousand Seven hundred and Eighty three and this Defendant further Answering Says he admits that the Cross Complainant might have obtained Letters of administration to the Estate and Effects of the said Henry Benjamin Sulivan alias Henry Boyle Sulivan at the time in the Cross Complainants said Bill for that purpose Set forth, and he further admits that the Administrators of this Defendants said Intestate did not file their Bill of Revivor until the twenty fourth day of June which was in the Year of Christ One Thousand Seven hundred and Eighty Eight and this Defendant says that such apparent delay therein was occasioned by the Refriated premises of the Cross Complainant of an Amicable Settlement and this Defendant further Answering says that the Cross Complainant might for ought he Knows to the contrary have Entered actively in to his duty as Administrator as soon as he had Obtained Letters of Administration as aforesaid and received almost all the effects of the Estate of his Intestate within the said Year of Christ One Thousand Seven hundred and Eighty three but this Defendant does not Know whether he the Cross Complainant did or did not pay almost all the debts of his said Intestate within that period as he has asserted the fact to be in his said Bill, and notwithstanding he has in support of such his Assertion referred to the Inventory and Account of his administration and this Defendant says that he does not admit the truth of the Assertion in the Cross Complainants Bill contained, that he this Defendant did suffer his Cause in the Court of appeals to lie dormant from the Eighteenth day of april which was in the Year of Christ One Thousand Seven hundred and Eighty Nine until the same came on to be heard as aforesaid; and to demonstrate that such the Assertion of the Cross Complainant is intirely without foundation and that this conclusion he would attempt to draw therefrom is fallacious and negatory, this Defendant says that he has heard and Verily believes the fact so to be that

that from the said Eighteenth day of April which was in the
year of Christ One Thousand Seven hundred and Eighty Nine
until the twenty fourth day of december which was in the
year of Christ One Thousand Seven hundred and Ninety one
no Court of Appeals was held Except for particular Causes
under particular Circumstances and at least so as not to Af-
fect the Rotation in which this Defendants Cause stood in
the list of Causes set down for hearing by the said Court of
appeals and Secondly this Defendant is advised and so
he believes the truth to be that the Course of the said Court is
to order the Causes before it to be brought on, in rotation
without any Mention from the solicitors and that the bring-
ing on of causes depends on the Court in a greater degree than
on the parties before it and last this Defendant Says that
he did frequently importune and in the strongest terms prof
his Solicitor to bring on the Cause in the Court of appeals where
pending in that Court, and therefore this Defendant Says that
the inference drawn from the premises by the Cross Complai-
nant that he has Just cause to believe that this Defendants
said Intestate and his administrators, this Defendant never
had any Note of Hand, or any Just Cause of action against the
said Henry Benjamin Sulivan alias Henry Boyle Sulivan
or that the whole or the principal part of any Claim which
might have existed had been satisfied must fall to the ground
and further this defendant says in opposition to such the
attempted inference of the Cross Complainant, that the Cross
Complainant well knows that the said Note was in Existence
at the time of filing his said Cross Bill against this Defendant

whole and every part thereof remained due and owing to this De-
fendant as Surviving Administrator as aforesaid and further
this Defendant says it may hereafter appear to this Honble
Court, that the Cross Complainant knowing these facts did
acknowledge the same, and did further acknowledge that he had
a Copy of the said Note of Hand in his possession and fully
convinced that this Defendants demand thereon was Justly
founded did promise payment thereof to this Defendant and
his late Brother the said Yagambrah Moodelaar and this De-
fendant for answer to the Interrogatories by the Cross Complai-
nant exhibited in and by his said Bill says that he doth
appear by the Books of Account of this Defendants said
Intestate, that on the said twenty Seventh day of August which
was in the Year of Christ One Thousand Seven hundred and Eighty
the Cross Complainants Intestate had actually received the said
sum of Nine hundred Pagodas and this Defendant says
that the manner in which the same was paid will hereafter
more particularly and at large appear and this Defendants
says as he has hereinbefore said that no part thereof has been
since discharged — and this Defendant says he admits that
he was duly informed of the Cross Complainants having obtained
Letters of administration to the Estate of his the Cross Complainants
said Intestate on the said fourth Day of March as in the Cross
Complainants said Bill is set forth and that he this Cross Complai-
nant had acted as Administrator but this Defendant does not
know that the Defendant had executed the principal duties of
his office in the course of the said Year of Christ one Thousand
Seven hundred and Eighty three for this Defendant says
that he the Cross Complainant had not executed the

the principal duties of his Office inasmuch as he did not deliver an Inventory of the Estate and Effects of his said Intestate into this Hon'ble Court in its Ecclesiastical Capacity which he ought as this Defendant is advised to have done within Six months from the date of the said Letters of Administration by him obtained as aforesaid, nor did he the Cross Complainant deliver in the Inventory, nor did he deliver in the Account Current of the Estate of his said Intestate which as this Defendant is advised he ought to have done within twelve Months from the date of the Letters of Administration by him obtained as aforesaid until the thirtieth day of December which was in the Year of Christ One Thousand Seven hundred and Ninety One, and thereupon this Defendant says that he this Defendant could not have known otherwise than as he might have been informed by the Cross Complainant whether the Cross Complainant had performed any of the duties of his said Office and this Defendant further Answering says that he has in part shewn the reasons why the Bill of Review against the Cross Complainant as Administrator as aforesaid was not filed earlier that the twenty fourth day of July which was in the Year of Christ One Thousand Seven hundred and Eighty Eight and says the same may hereafter More fully appear and this Defendant having thus far briefly Answered the several charges in the Cross Complainants Bill contained and the Interrogatories exhibited thereon begs leave to state to this Hon'ble Court a circumstantial detail of facts whereby to shew the injuries the Estate of his

of the said Henry Benjamin Sullivan alias Henry Boyle Sullivan in his life time and after his deceased by the conduct of the Cross Complainant as his Administrator and thereupon this Defendant says that he this Defendant did in or about the Year of Christ One Thousand Seven hundred and Eighty seven the Complainants said Intestate in the Capacity of a Friend desired and being pressed and solicited by him the Cross Complainants said Intestate to advance him Money he this Defendant did in consequence of such pressing solicitation apply to his this Defendants late father the said Coovoor Vedenadah Moodeliar this Defendants Intestate above named, who did agree to, and did accordingly advance the same to the Cross Complainants said Intestate through this Defendant who did pay the same into the hands of the Cross Complainants said Intestate and did otherwise advance several Sums of Money for his use and this Defendant says that on Account thereof there did remain a sum of Money due and owing to this Defendants said Intestate Amounting to the said Sum of Nine hundred Pagodas and this Defendant says that some time afterwards being informed that he the Cross Complainants said Intestate was about to leave Madras this Defendants said Intestate did through this Defendant require either that he the Cross Complainants said Intestate would pay the said sum of Nine hundred Pagodas due to him this Defendants said Intestate as aforesaid, or that he would grant his Bond as a security for the payment thereof, but this Defendant says that instead of complying

Complying with a request so very reasonable and just he the Cross Complainants said Intestate did fly into Violent passions with this Defendant and threaten to use Violence with him this Defendant if he this Defendant did again talk of a Bond declaring that he would not Execute any and that he would pay the money when he thought proper or words to that or the like effect and this Defendant says that on repeating his request as aforesaid and receiving the same ill treatment and the same answer he did apply to the Cross Complainant as Brother to the said Henry Benjamine Sulivan alias Henry Boyle Sulivan above named Complaining of such the treatment he had received, and desiring his interference whereupon the Cross Complainant did say that he would speak to his Brother on the subject or words to that or the like effect and this Defendant says that he did sometime afterwards again apply to the Cross Complainants said Intestate and did again request as aforesaid that he would either pay the said Sum of Nine hundred Pagodas or grant his Bond on account thereof but he did still refuse to Comply therewith and instead thereof did give the Note of Hand Copy whereof is to this Defendants Original Bill annexed, the Original having been delivered into this Hon^ble Court at the Instance of the Cross Complainant promising to pay the amount thereon set forth in the Course of fifteen days and this Defendant says that on receiving the said Note of Hand he did carry it to the Cross Complainant who on inspecting the same did assure this Defendant that a Bond in Law operate as effectually in securing the payment of the sum due to this Defendants said Intestate as a Bond or Words to that or the like effect and this Defendant says that relying on such the assurance of the Cross Complainant, this this Defendants said Intestate was satisfied with the said Note of Hand and did thereupon wait for the payment of the said Sum of Nine Hundred Pagodas thereby waived for a Considerable time beyond the said space of fifteen days, when finding that the Cross Complainant said Intestate had discharged other Claims in him by other persons without taking any further Notice of the Claim of this Defendants said Intestate he this Defendants said Intestate did Exhibit and file his said Bill of Complaint in this Hon^ble against the Cross Complainants said Intestate and did thereon obtained a Decree in manner and form and by reason aforesaid from which said Decree the Complainants said Intestate did pray an appeal in the Court of appeals and this Defendants Intestate did thereto file his Answer as aforesaid and sometime afterwards and before the said Petition and Answer could be brought to a hearing as this Defendant has been informed and verily believes the truth to be this Defendants said Intestate did depart this life whereupon this Defendant and his said late Brother Ygambrah Moodeliar did pray for & duly obtain Letters of administration of his Estate and Effects as herein before set forth and the said Henry Benjamine Sulivan alias Henry Boyle Sulivan also departing this life about the same time that is to say within the space of four or five Months only this Defendant did apply to M^r. Henry Depy one of the Attornies of this Hon^ble Court to affix his seal as a Notary public on the Effects of the said

said Henry Benjamine Sulivan alias Henry Boyle Sulivan, and did further Request the said Henry Dupy to pray for Letter of Administration to his the said Henry Benjamin Sulivan alias Henry Boyle Sulivans Estate and Effects in the name of this Defendant and of his said late Brother the said Yagumbrah Moodeliar as Administrators as aforesaid and the said Henry Dupuy did promise so to do, but did in a day or two afterwards inform this Defendant that the measure was unnecessary for that he had spoken to the Cross Complainant who intended himself to pray for Letters of administration to the Estate of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan as Brother and Next of Kin and that on the same being granted he the Cross Complainant would see Justice done to this Defendant and the said late Brother Yagumbrah Moodeliar as Administrators as aforesaid, or words to that or the like Effect — and this Defendant says that upon the Cross Complainant praying for the said Letters of Administration this Defendant did apply to him through the means of the Debash Sobanny and request that he would take into his consideration the Satisfying of this Defendants demand on the Estate of his the Cross Complainants said Intestate, whereupon the Cross Complainant did make enquiry into and respecting the same and declaring it was just did faithfully promise the said Sobanny and this Defendant that he would pay off the said Demand in preferance to any other from and out of the first Assets that should come into his possession of the Estate of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan or words to that or the like

effect, and did afterwards frequently and at different times repeat the same and this Defendant says that in full confidence of such the promises and repeated promises of the Cross Complainant he this Defendant did rest assured that the Cross Complainant would pay and discharge this Defendants demand as aforesaid from the said year of Christ One Thousand Seven hundred and Eighty three until some time on or about the Year of Christ One Thousand Seven hundred and Eighty Seven when this Defendant did request his Attorney at Law the said Henry Dudley to apply to the Cross Complainant to perform his promise as aforesaid and pay off this Defendants said Demand, and the said Henry Dudley did accordingly address a letter to the Cross Complainant who in Answer thereto did write to the said Henry Dudley in the words and figures following that is to say —

To Henry Dupuy Esqr. Blaik town — Dr. Sir In answer to your favore of Yesterday relative to the demand of the admr. of Yedinadah on my Brothers Estate I have to inform you that the whole of his property has been long since applied to the discharge of his debts Except an abode Consolidated Bond for about £000 Pags. principal this Bond has been Certified thro the Committee for Examining the private Claims in the Nabob to the Court of Directors & some arrangement it is to be Expected in the Course of the Year. Doctor Ruddiman Capt. Taylor & one or two more are nearly in the same Situation with Yedinadah admr. but as soon as I can turn the Bond into Cash I will discharge their demands at least as far as the assets will enable me, and I believe there will be sufficient for all I have a Copy of my Brothers Note of Hand —

Hand to Vedenadah and when it shall be in my power to dis-
charge it I will give you Early information I am D.r Sir
Your Obd.t Servt. Signed Benj.a Sullivan" the Original of which
Letter is in this Defendants posession and ready to be produced
when Required and this Defendant says that conceiving from
the tenor of the said letter of the Cross Complainant that his
promises as aforesaid had been made for the purpose of bil-
-ling this Defendant into a confidence so as to induce him to
delay the prosecuting of his Suit instituted as aforesaid a-
-gainst the Cross Complainants said Intestate and perceiv-
-ering that notwithstanding the Cross Complainants pro-
-mise and Repeated promises as aforesaid that he would
pay off the Claim of this Defendant in preference to any
others he the Cross Complainant had paid off almost every
other Claim on the Estate of his said Intestate and had to-
-tally neglected the Claim of this Defendants and this
Defendant being Convinced that the hopes he had entertained
from such the promise and repeated promises of the Cross
Complainant of an amicable accommodation were ill
founded determined on proceeding in the coercive Measures
commenced by his said Intestate as aforesaid however this
Defendant listening to the advice of his Friends and notwith-
-standing such the conduct of the Cross Complainant as
aforesaid still imagining that the Cross Complainant
would on consideration do him this Defendant that Jus-
-tice he had so repeatedly promised did delay so to do until
sometime in the Month of June which was in the Year

of Christ One Thousand Seven hundred and Eighty Eight when fin-
-ding that he had nothing to expect from the Cross Complainant
but promises and that such promises never would be perfor-
-med until he the Cross Complainant should be compelled
thereto he this Defendant did require his Attorney at Law
the said Henry Duppy to file a Bill of Revivor in this
Honble Court against the Cross Complainant and the said
Bill of Revivor was accordingly filed in this Honble Court
on the twenty fourth day of the said Month of June in the
said Year of Christ one Thousand Seven hundred and Eighty
Eight and this Defendant says that upon a summons is-
-suing thereon the Cross Complainant their Defendant
did appear thereto by his Attorney in Court and unmind-
-ful of his promise and repeated promises to this De-
-fendant as aforesaid did on the twenty Second day of the
month of July following oppose the ends by the said
Bill of Revivor meant and intended and upon the
very Extraordinary pretext that the Suit never having
been revived in the life time of either of the Original parties
and the term of Six Years and more having elapsed since
the last continuance of the suit did move that the said
Suit might not stand revived but this Defendant says
that this Honble Court taking the said Motion into their
Consideration were pleased to over rule the same and order
that the said Suit should stand revived from which
said Order the Cross Complainant this Defendant did
appeal to the Court of Appeals and that to the Cross Com-
-plainants Petition of appeal this Defendant and
his said late Brother Yagambrah Moodeliar did file
their

their Answer and the same coming on to be heard before the said Court of Appeals on the Eighteenth day of april which was in the Year of Christ One Thousand Seven hundred and Eighty Nine the said Court did think fit to Order and did accordingly Order that the said Order of this Honble Court should stand affirmed and this Defendants Solemnly declares that until the Cross Complainant did file an Inventory and Account Current in this Honble Court in its Ecclesiastical Capacity sometime on or about the thirteenth day of December last past as hereinbefore set forth of the Estate and Effects of his said Intestate and which ought as this Defendt has hereinbefore shewn to have been filed many years ago he the Cross Complainant had received and paid away such large Sums of Money on account of the said Estate as therein appears And this Defendants humbly submits to this Honble Court that notwithstanding any thing to the contrary in the Cross Complainants Bill contained that the Estate of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan has not suffered by any Laches or delays of this Defendant or of his said late Brother Yagambra Modeliar but that the said laches or delays attach themselves to the Cross Complainant as occasioned by his premises as aforesaid and that it is the Estate of this Defendants said Intestate which has thereby and on Account thereof sustained an injury and thereupon and forasmuch as it may appear to this Honble Court on reference being had to the said Account Current of the Estate and Effects of the said Henry Benjamine Sulivan alias Henry Boyle Sulivan that the Cross Complainant has discharged Claims upon the said Estate of his said Intestate of a less degree than the Claim of this Defendants said Intestate and not sanctioned and authenticated by by his Intestate in his lifetime in the same manner as the said Claim of this Defendant as administrator as aforesaid, and for as much as the Cross Complainant as this Defendant is advised had no right to pay away to simple Contract Creditors any part of the Estate of his said Intestate at a time when this Defendant had obtained the Judgment of this Honble Court and for other cogent reasons which may arise from the premises and appear to this Honble Court this defendant humbly trusts that if the Estate of the Cross Complainants said Intestate should not now be sufficient to pay off the said Sum of Nine hundred Pagodas together with all Interest due thereon that the Cross Complainant will be decreed to pay the same out of his own pocket for that otherwise this Defendant humbly submits to this Honble Court the Cross Complainant would be left to benefit by his own wrongs contrary to Equity and good Conscience and to the great injury of the Estate of this Defendants said Intestate.

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 to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

A. Stuart Hall for himself & John Hamilton Attr for orig Compl.t & Cross Defendt

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

Ranganadoren Interpreter

Filed 12th June 1792.

The Rejoinder of Benjamin Sullivan Administrator to the Estate and Effects of Henry Boyle Sullivan Deceased. to the Replication of Covoor Mostiah Modelly Surviving Administrator of Covoor Videnadah Moodeliar Deceased.

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefits and advantage of Exception that can or may be had or taken to the Uncertainty and Insufficiency of the said Replication for Rejoinder saith that this Defendants said answer is true certain and sufficient in the Law to be Replied unto and saith as in and by his said Answer he hath already said and doth and will aver and Maintain all and every thing and things to be true and Certain in such Manner as therein is alledged and expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain and insufficient in the Law to be rejoined unto by this Defendant for severe defects and Imperfection therein Contained — For further Rejoinder This Defendant saith that the Plea of Misnomer pleaded by this Defendant as administrator to Henry Boyle Sulivan is the same Plea which the said Henry Boyle Sulivan used in the only Pleading or Proceedings made by him in this Cause in his life time to wit in his Appeal to the Court of Appeals from the Decree given in this Cause on the Twelfth day of

Seven hundred and Eighty This Defendant therefore as administrator by using the same Plea hath pleaded Regularly and legally in proof whereof this Defendant prays reference to the Pleading of the Repliant in his Replication wherein he states that the Court of Appeals were pleased to reverse the Decree of this Honble Court on the ground of the said Misnomer which decision respecting the Misnomer is in no wise vitiated by the decision of this Honble Court or of the Court of Appeals on the Bill of Revivor of the Repliants or of this Defendants Objection to the Prayer of such Bill of Revivor and the decision of this Court thereon or by his Appeal therefrom and the ultimate decision of the Court of Appeals Confirming the decision of this Honble Court because the principal point therein issue was the Legality of the Original Bill of Compliant which Misnomer this Defendant still insists has been regularly pleaded and in due form of Law and he further saith that by the decision of the Court of Appeals reversing the Decree given by this Honble Court on the said Twelfth day of December which was in the Year of Christ One Thousand seven hundred and Eighty this Defendant as administrator was put in the same situation as the said Henry Boyle Sulivan would have been had he been alive, and hath the said Right of pleading the Plea of Misnomer this Defendant hopes that this Honble Court will be pleased to mark the Conduct of the Repliant by exemplary Costs for having presented in trying to maintain his present action under the said Misnomer instead of praying to Amend his Bill as he ought to have done and this Defendant Considers —

Consider himself as the more entitled to that grace when
the said deceased by his said appeal state the said Misnamer
not with a view of avoiding any Right of action to which he
might have been liable but to aid the said Complainant
in having angular action in Law against the said Henry
Boyle Sulivan in case he had any Claim against him, and
such this Defendant as his Administrator declareth to be
his purpose and intention in having pressed the Merits
of the Appeal lodged by the said Henry Boyle sulivan
to the Consideration of the Court of Appeals when the Cause
was for decision and asking on the part of the said deceased
the same indulgence which he had asked in his lifetime,
to wit One weeks time to Answer, and as to the pretence
of the Repleant that the Law doth not Recognize two
names of Baptizm this Defendant saith that he verily
believes the Law to be that all Names used by the Party
in the Ordinary Course of life and which by the acception
of those with whom an individual hath Concerns, have been
reputed and Considered as the Names of such Individual
form that legal denomination of him to which the Law
looks up in regular pleadings and in all such Cases the
Usage of the individual in the Nominal discripteon of
himself fixes his legal appellation and Responsibility
even tho he might have been Christened by other names
and as to the error in point of the time of the Death of
Cossoor Vydenadah Mordelly with which this Defendt
is Charged in the Replication to wit that he died in the

Seven hundred and Eighty two instead of sometime in the Year
of Christ One Thousand Seven hundred and Eighty One or in
the beginning of the year of Christ One Thousand Seven hundred
and eighty two the same doth not alter the Merits of the
Cause which as far as Relates to the regularity of Reviving
the suit depends upon this one point whether there be possibi-
lity of any Revival by representation after the two principal
are dead, especially as in the present Case where there was am-
ple time for a Revival after the death of the Complaint and
obtaining Letters of Administration to his Estate which is
acknowledged to be on the Tenth day of October in the Yeare
of Christ One Thousand Seven hundred and eighty two
and the said Henry Boyle Sulivan did not depart this Life
till the Seaventh day of February in the Year of Christ One
Thousand Seven Hundred and eighty three, wherefore this Defen-
dant asserts that the Repleant was not warranted in his Bill
of Revivor but should have brought a fresh action against
this Defendant as Administrator to the said Henry Boyle
Sulivan the former Suit having abated by the death of both
the Parties thereto. This Defendant doth positively assert
that the pretence of the Repliantin having with held his Bill
of Revivor on the Strenght of this Defendants promises
of Payment is unfounded for this Defendant hath unifor-
mly used the same language to the Repleant Namely
that whenever he should have assets for Account of the Estate
he would discharge all legal demands against the Estate
which Answer having been the uneform tenor of this Defen-
dants Writings and Conversations on the subject he submits
that the Repleant hath not given, nor can he give any good
reasons

reason for having delayed to file his Bill of Revivor from the Tenth day of the Month of October which was in the Year of Christ One Thousand Seven hundred and eighty two to the Twenty fourth day of June in the Year of Christ One Thousand Seven hundred and eighty Eight. This Defendant denies that the Merits of his Plea can be affected by his having filed a Cross Bill, and he further denies his having known or at least having had within his recollection that the said Henry Boyle Sulivan had signed the Original Note of hand and received Value for the same, else this Defendant certainly would never have had Recourse to the unnecessary measure of a Bill of Discovery for obtaining information of the Premises.

All which Matters and things this Defendant is ready to aver maintain and prove in such Manner and form as this Honble Court shall direct and therefore Humbly prays as before in his said Plea and Answer he hath already prayed.

Bopham
Att'y for Defend't

Filed 12th June 1792.

The Cross Replication
of Benjamin Sulivan Administrator of the Estate and Effects of
of Henry Boyle Sulivan Deceased to the Cross Answer of Governor Mostiah Moodaliy Surviving Administrator of Governor Edenadah Moodaliar Deceased

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 insufficiencies and imperfections in the said Cross Answer contained for Replication thereunto saith that his Cross 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 Setforth and alledged and that the Cross Answer of the Defendant is very evasive and insufficient in the Law to be by this Repliant Replied unto Nor for further Replication this Repliant Saith that the Defendants Intestate did not in his original Bill of Complaint charge Henry Boyle Sulivan with being indebted to him but he charged Henry Berjarvise Sulivan and the name of Boyle doth not appear in the said Bill of Compleint and this Repliant also denies that this Court did on such Bill of Complaint and after the Rules for answering had expired Decree that Henry Boyle Sulivan should pay the said Intestate the said Sum of Nine hundred Pagodas with Interest and Costs of Suit for the name of Boyle doth not appear in the said Decree, and this Repliant denies that any part of the delay in not bringing the Cause in question to admission for Ten Years is imputable either to the Court of Appeals

Appeals in bringing to a decision any Cause which is
Ready for hearing must be at the in such Cases where
by accident any Cause es passed over and in this Cause
such inattention must be imputed to the Defendant
or his Intestate as this Repliant by the defendants
own shewing could not in Duty to his Intestate press the
decision of any Claim against the Estate while in want
of Assits to discharge such Claim. This Repliant
saith that his Inventory and Account as Administrator
to Henry Boyle Sulivan are now and have been of Record
in this Honble Court since the day this Repliant files
his Answer to the Cross Defendants Bill of Complaint
to wit the Thirtieth day of December last past, he there
fore submits to this Honble Court the improper insin
uation against this Repliant by Cross Defendant in
his Answer wherein he charges this Repliant with trif
ling with the Cross Defendant in Order to prevent his
prosecuting his Right as Administrator When it is
evident thereby that this Repliant could have had no interest
whatever in his conduct be it what it may towards the Cross
Defendant as by such Account it appear that this Repliant
applied the Assits of the Estate of the Deceased to the discharge
of his Debts and is at this time a considerable Creditor of
such Estate, not by virtue of any Claim on his Intestate
at the time of his Death but by reason of his forward
attention to the Credit of the said Intestate and having
no personal objection to the Cross Defendant or his Intestate
his only Motive for not discharging such Demand was
from an impression that it was not fairly due as it
was

was under Contest by his Intestate or that his Intestate had come to
some Reckoning with the Cross Defendants Intestate since there
appeared no progress whatever in the Cause from Eleventh day of
January which was in the Year of Christ One Thousand Seven
hundred and Eighty One being the day the said Covoor Vedenadah
modely filed his Answer to the Appeal of the said Henry
Boyle Sulivan to the Twenty fourth day of June which was in
the Year of Our Lord One Thousand Seven hundred and Eighty
Eight when the Cross Defendant with his Co. administrator
Covoor Yagambram Modely filed their Bill of Revivor in this
Honble Court against this Repliant apired of seven years, five
months and Thirteen days This Respondent doth insist however
irregular it may be as the Cross Defendant hath observed to
discuss the ground of any decison of the Court of Appeals that
the ground whereon their said decision passed was as states in
this Repliants Cross Bill for which his Intestate had pray-
ed — This Repliant saith that the delay in bringing the
Cause to an Hearing in the Court of Appeals during the Lives
of the Original Parties and the further delay in filing the
Bill of Revivor were sufficient to warrant this Cross Repliants
suspecions that his Intestate had satisfied the Debt especi-
ally as the said Complainant had been so pressing in the
first instance for payment of his Claim on this Repliants
Intestate that he filed his Bill of Complaint against him
Two months and a day after he had lent the Money a circums-
tance in itself which sufficiently proves that the Original
Complainant had no lenity in his disposition towards this
Repliants Intestate, and this Repliant Solemnly declaris
that having had in view in taking Administration to the
Estate

Estate of his said Intestate the Relief of his Credit in conse-
-quence of the Debts he owed by an honest discharge thereof
it was indifferent to this Repliant to whose Claims he ap-
-plied the Assets which came to his hands, nor did he in the
payment of of the Debts due by his Intestate attempt to shew
any partiality for one Creditor in preference to another sore
being all of equal Degree to wit Simple Contract Creditors and
no Bond appearing he paid from the Assets such Claims
as first were made and as far as the Money in his hands would
go — This Repliant saith that the Error he hath made in
his Bill of Complaint as to the time of the death of the said
Covoor Vydenadah Moodaly and as to the date of the Letters of
Administration granted to the Cross Defendant and his
Co. Administrator Covoor Yagambarah Moodeliar is of
no importance to the Merits of the Suit for whether they had
omitted to file their Bill of Review for four Months and
Six days or for Twelve Months after they might have been
in question sufficient to induce this Repliant to believe that
whin the principal Creditor would barely give Two Months
from lending the Money for the Repayment thereof his
representative would not without sufficient Cause have
suffered more than four Months to elapse in presenting
the suit but still the greater lapse of time is from the time
this Repliant administered after the death of the said Henry
Boyle Sulivan to the time the Bill of Review was filed,
and afterwards from the decision in the Court of Appeals
on this Repliants objection to the formality of such Review
being the Eighteenth day of April in the Year of Christ One
Thousand

Thousand Seven hundred and Eighty Nine to the Seventeenth day
of December last past being Two years and near Eight months
this Repliant had good ground for believing that some arrang
-gement had taken place between this Repliants Intestate
and the said Covoor Videnadah Moodeliar or his said Repre
-sentatives or one of them but this Repliant to Saith that al-
-tho those delays argued ungentlemanly conduct in the Cross Defendant
or his Intestate sufficient to warrant this Repliant in a suspi-
-cion of such arrangement he considers himself exempt from
the Demand of the Cross Defendant under the Present suit
upon a much stronger and more conclusive ground to wit
from his having omitted to revive the suit during the life time
of the said Henry Boyle Sulivan by whose death the suit in
question as the Complainant was also died finally abated This Re
-pliant Submitted to the Consideration of this Honble Court that as
he hath stated in his Cross Bill of Complaint that as soon as
he had received Letters of Administration of the Estate of his In
-testate he entered actively on his Duty as Administrator and
received almost all the assets and paid almost all the Debts of
his said Deceased Brother within the Year One thousand Seven
hundred and Eighty three being the Year in which his said
Intestate died and as this Repliant referred to his Inventory and
account for the truth thereof the same being of Record in this
Honble Court and being of course previously sworn to be this
Repliant it was highly impertinent in the Cross Defendant
to insinuate to the Contrary thereof by that part of his Cross-
Answer wherein he says "but this Defendant does not know
"whether he the Cross Complainant did or did not pay al-
"most all the Debts of his said Intestate within that period
"as he has assured the Court to be in his said Bill and notwithstanding he

the basis in support of such his assertion referred to the Inventory and Account of his Administration"

This Repliant saith that the Oath of the Administrator to an Inventory or Account is legal proof of the truth and justice thereof in the first Instance and to all the Laws requires from the Administrator on less when a Creditor an Heir or other Person interested in or legally claiming under the Deceased institutes a Special Process under special circumstances of suspected fraud collusion and prays proof and vouchers of payment of the several items debited in the Account This Repliant therefore humbly Submits that as the Cross Defendant hath not Stated any such circumstances to induce a belief to the prejudice of the truth of this Repliants said Account the above quoted sentence in his Cross Answer should be expunged and an heavy fine adjudged against the Cross Defendant by way of damages for such an unmerited insinuation against the probity of this Repliant This Repliant doth still insist that the Cause of the Cross Defendant against this Repliant as administrator to his Intestate ought in the due course of Causes in the Court of Appeals to have been heard long before the said Seventeenth Day of December last but he cannot pretend to say whatever it was the fault of the Cross Defendant or his Solicitor that it was not heard soonor nor is the Duty of this Repliant to enquire into whose where the Cause of such delay originated his only concern being to shew the propriety of his own conduct in the Premises which he still Considers as receiving adequate justification from the Delays in question under all the circumstances he hath set forth this Repliant doth positively deny that he knew of the note of hand of the said Henry Boyle Sulivan having been in existence and having been totally undaid when he filed his said Cross Bill And the Contrary he solemnly declares that his motive for filing such Cross Bill was to discover the fact, not only that such note had existed but that it had existed for full value paid on account thereof and also that no part thereof had been discharged by this Repliants intestate and this Repliant doth submit to the consideration of this Honble Court that the assertion of the Cross Defendant to wit "that "the Cross Complainant well knew that the said note "was in existence at the time of filing his said Cross Bill "against this Defendant and that no part thereof had been "paid or Satisfied, but that the whole and every part thereof "remained due and owing to this Defendant as surviving admi "nistrator as aforesaid" is glaring by reprehensible and this Repliant relies on the justice of this Honble Court in marking their displeasure at such an indecent and Causeless attack against this Repliant who hath fairly and disinterestedly executed his duty as administrator according to the Strict Letter of the Law save and except that he did not deliver in the Inventory within Six Months or the Account Current within twelve months after he had obtained the said Administration which omission by this Repliant was in consiquence of his having been in daily expectation

of some arrangement respecting the Claim of his intestate on His Highness the Nabob of the Carnatic whereby this Repliant might have been able to have settled all the outstanding Concerns of the Intestate and given at once a full and complete Account of his administration This Repliant in reply to the assertions of the Cross Defendant respecting the mode in which the claim in question had been Originally incurred saith that to the best of his recollection and belief he never was informed of the particulars thereof save by the Cross Defendant's Answer nor doth it seem at all relevant to the points which this Repliant hath put in issue by his Answer and Cross Bill, nor in the case altered by the assertions of the Cross Defendant respecting the conversations charged to have happened between this Repliant, the said Henry DuPuy and this Repliant's then Dubash Sorbevy because if such assertions are founded they shew that this Repliant was always as well inclined to pay the Defendant whatever first demand he may have upon the Estate of this Repliant's Intestate in like manner as any other Creditor as is proved by Copy of the letter which the Cross Defendant hath inserted in his Cross answer from this Repliant to the said Henry DuPuy written in Answer to his requisition so late as the Year of Christ One Thousand Seven hundred and Eighty Seven in which this Repliant expressly says that the whole of the property of his Intestate hath been long since applied to the discharge of his Debts and that a Nabobs Bond for Four Thousand Pagodas is the only remaining Property which this Repliant states to be in a train of Settlement and will be equal to the payment of all Claims and that when it is in his power to discharge the Note of hand of which he had a Copy he would give the said Henry DuPuy information at which time it is clear that this Repliant was not informed of the existence of any suit but gave the above answer in the full confidence that the Cross Defendant's Claim was well founded and that his intestate had not made any objection thereto, whereas it soon afterwards appeared on receiving a summons for answering a Bill of Revivor against his Intestate at the suit of the Cross Defendant on behalf of his said Intestate that this Repliant's said Intestate had objected to the said Bill of Complaint as being informal on the face thereof and by his pleadings on Appeal tended to shew that the said Complainant ought not to recover under the same notwithstanding any Claim he might have on this Repliant's said Intestate did not make any litigious opposition to such Bill of Complaint on the contrary he did by his said Appeal set forth such matters as tended to aid the original Complainant in the formal recovery of any rights he might have against him and if the Cross Defendant, Intestate and himself have neglected to attend thereto the fault is their own and this Repliant is bound in law in justice and in Common sence to follow the line of Defence which his Intestate hath adopted.

This Repliant doth deny that he hath incurred any Laches whatever for he hath shewn by his account Current of the Estate of the Intestate that he settled near Nine tenths of the affairs of the Intestate within the very year in which he died and he paid away the remainder as soon after as any Claims were made on him he denies also that the Claim on behalf of the Cross Defendant's Intestate has any

any Claim to Priority it being a Simple contract demand as are all the demands which have been made on the Estate of this Repliants Intestate and he also denies that the Claim of the Cross Defendants intestate has been sanctioned by this Repliants Intestate in his life time, on the Contrary his Appeal rather discountenances than Sanctions the Claim and as to the former Judgement of this Court in this Cause this Repliant humbly submits that as it was a Judgment by default and for the reasons stated by the Principal himself in his life time the Court of Appeals thought fit to reverse such Decree the Cross Defendant on behalf of his intestate cannot Claim any other benefit than the Notice which the institution of suit carries that a demand existed and to such Notice this Repliant would have been bound to attend if the Matter had rested simply on that ground but when this Repliant perceived that instead of pressing to decision the Merits of such Claim which had been commenced with such Vigor by the Cross Defendants Intestate the said Cause had been suffered to remain without a Decision in the Court of Appeals thereon from the Eleventh day of January which was in the Year One thousand seven Seven hundred and Eighty One to the Seventeenth day of December which was in the Year of Our Lord One Thousand seven hundred and Ninety One a period of near Ten Years and when such delay was suffered after the Controversial Appeal of this Repliants Intestate from the Judgment given by this Honble Court in the Cause this Repliant Submits that he had every Reason to consider that former

Sole Objection had existed against the Cross Defendant prosecuting the Cause to a decision by Law and that it therefore became his Duty to investigat the merits of the Demand by his Cross Bill of Complaint and the more so peculiarly because the Demand on this Repliants Intestate was never confessed or acknowledged by his said intestate nor was proved or attempted by the proved by the Original Complainant nor the name subscribed to the Note of hand mentioned in the Original Bill proved to be the name or that proper hand writing of this Repliants said Intestate and further because the Original of the said note of hand was new to the best of this Repliants recollection and belief produced or Shewn or offered to be produced or Shewn to this Repliant and he trusts that his conduct in the premises will appear so reasonable as to exempt his Intestate Estate from any Costs of such investigation even tho this Court should ultimately give Judgment for the Cross Defendant to which he at the same time humbly Submits that the Cross Defendant is not intitled as he hath perswaded in his misnomer instead of Amending his Intestates Bill of Complaint as he should have done on being informed that his Intestate had misnomed this Repliants Intestate in the Original suit.

All which matters and things this Repliant is ready to prove to the Satisfaction of this Honble Court and therefore prays as in and by his said Cross Bill he hath already prayed.

Popham

Atty for Cross Repliant

Filed 26th August 1792

The Cross Rejoinder of Cowasjee Mootiah Moodeliar Surviving administrator of Cowasjee Videnaden deceased Defendant to the Cross Replication of Benjamine Sulivan administrators to the Estate and Effects of Henry Boyle Sulivan late a Captain in the Service of His Highness Wallajah Nabob of the Carnatic deceased Complainants

This Defendant now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of Exception to the many Errors Untruths incertainties insufficiencies and imperfections in the Repliants said Replication contained for Rejoinder thereunto saith that his Answer and the several matters and things therein contained are good true certain and sufficient to be replied unto in such manner and form as the same are therein and thereby charged and setforth and that the Repliants said Replication is Very Evasive and insufficient to be by this Defendant Rejoinder unto and this Defendant for further Rejoinder says that his Intestate did in and by his Apiginal Bill of Complaint Charge Henry Sulivan with being indebted to him and therefore it is altogether immaterial whether the name of Boyle did or did not appear therein and notwithstanding the Evasive of the Repliant in his said Replication contained this Defendant says that this Honble Court did on such Bill of Complaint and after the rules for answering had Expired Decree that the said Henry Sulivan should pay unto this Defendants said Intestate the sum of nine hundred Pagodas and Costs of Suit and this Defendant says as in and by his answer he has already said that the delay in bringing the Cause to hearing is not in the least imputable to this Defendant but attaches in some degree to the Repliant who frequently promised this Defendant and this Defendants said late Brother Yegambrum Moodeliar to settle the Matter amicably and has in this Defendants said Answer is more particularly explained and setfort and this Defendant for further Rejoinder says that the Inventory and Account Current of the Estate of the said Henry Boyle Sulivan alias Henry Benjamin Sulivan may have been delivered unto this Honble Court in its Ecclesiastical Capacity at the time in the Repliants said Replication setforth but whether he the Repliant has or has not done so, does not interfere with the fact by this Defendant asserted in his said answer namely that he the Repliant did trifle with this Defendant by promises and Evasion and thereby induce him to be the Solicitous respecting the progress of his suit and as the Repliant always Expressed himself as will to pay the demand of this Defendant as by his Letters the same fully appears and so this Defendant will more fully prove if required so to do whenever he should have assets in his hands the Repliant is not warranted in the Replication contained that his only motive for not discharging the same was from an impression that it was not fairly due as it was under contest by his said Intestate or that this Intestate had come to some reckoning and the more particularly as the Repliant well

well know and now well knows as in the Defendants said answer the same is more particularly set forth that his Intestate never did come to any settlement on account thereof and that the Contest he Entered into in appealing from the Decree he has allowed to pass was upon trifling and litigious motives and this Defendant for further Rejoinder says he denies that the Court of Appeals gave their decision as set forth in the Repliants Orig Bill and insisted on in his said Replication but that the same was given upon the grounds set forth in this Defendants said answer and this Defendant says that whatever might have been the motives that governed this Defendants said Intestate and the Circumstances by which he was governed in prefering the matter in the first instances those Motives had no influence with this Defendant after his decease because Circumstances were totally changed by the death of the Repliants said Intestate and by the repeated and Solemn promises of the Repliant that he would pay and satisfy to this Defendant the amount of his said demand and this Defendant for further Rejoinder says he does not admit that the Repliant applied the assets of the deceased indifferently to the payment of the debts of his said Intestate without partiality and further this Defendant says that his demand was at the time the Repliant promised to discharge the same not a simple contract debt but a judgment debt and this Defendant says that the Errors made by the Repliant in his plea and answer as to the time of the death of this Defendants said Intestate and the time of obtaining Letters of administration of his Estate and Effects by this Defendant and his late Brother Yayambrum Moodeliar is of very material Consequence notwithstanding the indifference with which the Repliant treats the Circumstance in his said Replication for this Defendant says that the Repliant by such Erroneous Statement did draw an inference whereby to impress on the minds of this Honble Court that this Defendant did not deserve the indulgence and was not Entitled to that Justice he prayed from this Honble Court and further this Defendant says notwithstanding the assertion to the contrary in his the Repliants said Replication contained that the Bill of Revivor has nothing to do with the Cause further than as having revived the same as the grounds upon which the Repliant did appeal to the said Court of appeals they have been established by the decision of the said Court of appeals affirming the Order of this Honble Court thereon and further this Defendant says that the delays so repeatedly insisted by the Repliant could not nor could this Defendants conduct therein have been mysterious to him the Repliant although he has asserted the fact so to be when such delays and such conduct were occasioned and framed in a great degree by and upon the promises made by the Repliant of an amicable Settlement as aforesaid and the faith and confidence by this Defendant placed therein and this Defendant for further Rejoinder says that although the Repliant might have delivered into this Honble Court in its Ecclesiastical Capacity as in his said Replication he asserts the

the fact is to be an Inventory and account Current of the Estate and Effects of his said Intestate yet this Defendant humbly submits to this Honble Court that it was not impertinent in this Defendant to state in his answer that he did not know whether the Complainant did or did not pay almost all the debts of his the Repliants said Intestate within the period in and by his said Cross Bill charged and Notwithstanding he has in support of such his assertion referred to the Inventory and account Current of his administration for this Defendant says his answer is upon oath and as no man can swear for another it would have been highly irregular and unproper for this Defendant to have sworn to the fact because sworn to by the Repliant and as this Defendant was obliged to answer every matter interogated unto by the Repliant in and by his said Bill he answered it in the best manner he could in safety to his Conscience and therefore this Defendant humbly submites to this Honble Court that such the Shewing of this Defendant objected to as aforesaid ought not to be Expunged from his this Defendants said answer nor a heavy or any fine adjudged against this Defendant as irregularly and in an unprecedented manner prayed by the Repliant in and by his said Replication by way of damages for an unmerited insinuation as the Repliant pretends against his probity and this Defendant says Notwithstanding the insinuation of the Repliant to the contrary that the delay in bringing on the Cause in the Court of Appeals was not owing either to this Defendant or to his Solicitor but was occasioned partly by the Repliant himself as hereinbefore shewn and this Defendant says that the Repliant well knows that the note of hand in question was in Existence and that it was unpaid when he filed his Cross Bill and this Defendant in further support of such his assertion says that if the said Note had not been in Existence there would not have been an Occasion for hearing the Cause before the said Court of Appeals which was antecedent to the said Cross Bill and further this Defendat says it was the duty of the Repliant as administrator to know what Judgments were against his Intestate at the time of his decease and thereupon this Defendant says that the filing of the said Cross Bill was altogether unnecessary and the more particularly as the Repliant might have as he since has had over of the said Note and by setting forth in his Answer as he has done in his Cross Bill that the same might have been discharged he would have put this Defendant to the proof that the same had not been discharged, and further the Repliant as by his Letter to Henry DeBuy in Exhibit in the Cause and otherwise he shews he not only knew the said note was in Existence and unpaid, but that he recognized the same and promised payment thereof thereupon this Defendant says that his assertion in his said answer contained that the Repliant well knew the said note was in Existence at the time of filing his said Cross Bill against this Defendant and that no part thereof had been paid or satisfied but that the whole and every part thereof remained due and owing to this Defendant as Surviving administrator as aforesaid does not this Defendant humbly submit to warrant the Repliant in asserting as he has done in and by his said Replication that it is glaringly reprehensible nor

nor that it can be construed into an indirect or causeless
attack against the Repliant for this Defendant says it
was no more then a statement of a fact to which this De-
fendant was interrogated by the Repliant in and by his
said Cross Bill and which he this Defendant was obli-
ged to answer and this Defendant says notwithstanding
the pretended ignorance of the Repliant that he the
Repliant was well acquainted with the made in which
the Claim in question had been Originally incurred and info-
med thereof in manner form and substance as in and by
this Defendants said answer the same is set forth and
further this Defendant humbly insists that the same
is relevant and that such the assertions and shewings
of this Defendant in his said answer contained and the
statement of the Conversations that took place between
the Repliant the said Henry Dupuy and the Repliants
debash Subarey do illustrate the matters in question and
greatly strengthen this Defendants Cause but this Defen-
dant does not admit that such assertion in any wise tend
to shew that the Repliant was always as well inclined to
pay this Defendant whatever Just demand he might
have upon the said Estate of the Repliants said Intestate
and this Defendant says that the Repliants Conduct in the
premises does itself evince the Contrary for having recognized
this Defendants Claim as Just and promised to pay the
amount he has not performed and now refuses to perform
the same and this Defendant says that the Letter to the
said Henry Dupuy referred to by the Repliant in and
by

by his said Repliation has not any such meaning as the Repliant
would wish to draw from it nor does it prove as the Repliant would
insinuate that he was ready to pay this Defendant and the said Letter
by shewing that the whole of the property of his the Repliants said
Intestate had long since been applied to the discharge of his debts
and that when he had it in his power to discharge the Note of Hand
of which he had it in his power to discharge the Note of Hand
of which he the Repliant had a Copy he would give the said Henry
Dupuy information, shews this Defendant says that the Re-
pliant had previous to the period of writing the said Letter
been deluding him with fair promises and further shews
that the Repliant did well know of the Existence of the
said Note of Hand and if he was not informed of the Judg-
ment against his said Intestate as he would insinuate it
was his duty to have obtained such information but this
Defendant says the Repliant was well informed thereof
and knew that the same was Just and this Defendant says
that the assertion of the Repliant that his said Intestate did
not make any litigious opposition to this Defendants said
Bill is as Extraordinary as it is untrue for after having allowed
a Decree to go on the said Bill he appealed therefrom not as
the Repliant would insinuate to aid the Original Cause but
to harrass and distress it and thereby to gain time and keep the
Original Complaint out of his Right the Justness of which
right he the Repliants said Intestate never did deny and his
pretended Cause of appeal as shewn by him in his said appeal
rested chiefly on the pretended misnomer and this Defendant
for further Rejoinder says notwithstanding the assertion of the
Repliant to the contrary that he the Repliant has incurred Laches
and so it appears by his own shewing for although he states he

settled

settled Nine tenths of the affairs of the said Intestate within the
year in which he died yet he did not deliver in an Account Cur-
rent of the said Estate in ten Years although by his Oath as an
administrator he bound himself so to do within twelve months
and this Defendant says as to and by his said answer he has
already said that the Claim in question was sanctioned by the
Repliants Intestate in his life time and by the Repliant af-
ter his decease and that although the Repliant relies so much
on the said appeal yet that the same was not as this Repliant
would insinuate any discontinuance of the said Decree or Judg-
ment of this Honble Court and that as the said Judgment was
Judgment by default it fully appears that such Judgment
was suffered at the time by the Repliants said Intestate be-
cause he could not upon Oath offer any objection thereto and
further this Defendant says that the Revisal of the said Decree
by the said Court of appeals was upon a very different princi-
ple from that set forth and insisted on by the Repliant and
that the same was as this Defendant has hereinbefore
and in his said Answer more particularly set forth and the
delay in bringing the Cause in the said Court of Appeals to
a decision which this Defendant has also frequently explai-
ned could not under any consideration have operated as the
Repliant would insinuate to do away that Notice of the Suit
which he says he was otherwise bound to attend to, but on the
contrary and the more particularly as such delay was not
occasioned by any inattention on the part of this Defendant
and this Defendant denies that the Repliants conception
could have led him to believe any Objection had

This Defendant against bringing on the said Cause to an issue
because the Repliant knew it had not been in this Defen-
dants power to proceed forwards the same for the Reasons
herein before and in this Defendants said Answer set forth
and this Defendant says that it was unnecessary according
to the course of this Honble Court to set forth the not in ques-
tion in the said Original Bill as the Repliant would insi-
nuate and as the Bill was taken pro confesso this Defendant
had not an opportunity nor was he required to prove the hand
Writing of the Repliants said Intestate which he would have
done had the Repliants said Intestate put in an answer to
the said Original Bill and denied the debt for which it had
been brought or the Signature to the said note upon which
the said debt had arisen and this Defendant for further Re
joinder says notwithstanding the insinuation of the Repli-
cant in his Rejoinder filed in the Original Cause contained
that this Defendants said Intestate in and by his Original
Bill did charge Henry Sullivan with being indebted unto
him in the sum of the Bill of which he brought his said
Suit in this Honble Court and the Repliant in and by his plea
and Answer to the said Original Bill by this Defendants
said Intestate so Exhibited as aforesaid has acknowledged that
the first Name of Baptism of his the Repliants said In
testate was Henry and that he was always called and
known by that name and further that his addition as
Captain in the Service of the Nabob of Arcot was properly
set forth and thereupon this Defendant says it was a mat
ter of no material consequence whether the name of
Bridle Defendant appear in the said Original Bill

and further this Defendant says it could not legally or otherwise have been the ground for a plea of misnomer, if instead of Boyle the Defendants said Intestate inserted the name of Benjamine, the first name of Baptism having been properly set forth was all the Law required because the defendant says he is advised that the Law does not recognize two names of Baptism and therefore that which the Law does not recognize it will not aid, and further this Defendant says as in and by his Original Replication he has already said and humbly insist thereon that a Misnomer if any there be, must be pleaded by the party himself and not by any one for him and that therefore Even if there had been a misnomer in the said Original Bill of Complaint of this Defendants said Intestate as he has Erroneously alleged the fact to be, he the Replicant could not have taken advantage thereof and pleaded the same Even although his said Intestate had departed this life before he had an opportunity to plead there to much less could the Replicant have taken such advantage under the circumstances of the Case to wit after his said Intestate had appeared to the said Original Bill exhibited by this Defendants said Intestate as aforesaid and after the usual Rules for answering the same had Expired suffered a decree to go thereon without putting in any plea or Answer thereto - and this Defendant says that the assertion in the Replicants Rejoinder in the Original Cause contained that the plea of misnomer pleaded by him the Replicant is the same plea which his said Intestate used in the Early pleadings or proceedings made by him in his life time to wit in his Appeal to the Court of Appeals from the said Decree is of no availingness much as an appeal from a decree of this Honble Court cannot

be held as a pleading in the Cause and inasmuch as a plea of misnomer must be upon Oath of the party pleading the same and further this Defendant says that the Replicant himself upon a Bill of Review being filed in the Cause did then seem convinced that there was no Cause of plea of misnomer, because in appearing to the said Bill of Review to shew Cause why the proceedings should not stand and be revived he the Replicant did not suggest the most remote Idea of or make any allusion to misnomer but on the contrary fully admitted the said Original Suit to have been regularly and properly brought and that if there had been and defect or Error therein that the alteration in the Caption or title of the said Bill of Review would have cured the same as by the Records of this Honble Court reference being thereunto had may appear for whereas it appears as follows to wit Cossoo Yagambroon Modelly and Connoor Mottiah Mossedelar administrators of Connoor Sydenadah Modeliar deceased versus Benjamin Sullivan administrator to the Estate and Effects of Henry Boyle Sullivan alias Henry Benjamin Sullivan Mr Charles Baker attorney of the Defendants who appeared to the Bill of Review filed by the above named Complainants in this Cause and prayed a time to shew Cause why the said Bill of Review should not stand revived against the said Defendant as administrator to the said Henry Boyle Sullivan acquainting the Court that the said Suit never having been revived in the life time of the said Original parties and the time of six years and more having elapsed since the continuance of the said Suit he therefore prays that the Suit may not stand revived Mr Henry Dudley attorney for the Complainants objects -

Objects to the Motion made as irregular and prays that the
Suit may stand Revived the Court taking the same into con-
sideration Ordered that the motion be over ruled and that
the Suit do stand revived and this Defendant to says that
the Repliant did appeal from the said Order of this Hon^ble
Court to the said Court of appeals and the Captions or title
of the Repliants said Petition of appeal is in the Words
following to with Petition and appeal of Benjamin Sulivan
administrator of the Estate and Effects of Henry Benjamine
Sulivan alias Henry Boyle Sulivan as may appear by
the records of this Hon^ble Court Reference being thereunto
had and therefore this Defendant says that the said plea
of this Defendant appears by his own shewing to be Erro-
neous and irregular and the more particularly as the said Court
of Appeals were pleased to dismiss the Repliants said Petition
of Appeal and to affirm the said Order of the Hon^ble Court
and thereupon this Defendant says that the reasons made
by the Repliant to the decision of the said Court of appeals
on the appeal of the Repliants said Intestate in pretended
proof of the legality and regularity of the said plea of misno-
mer because the said Court of appeals were pleased to reverse
the decree of this Hon^ble Court is Erroneous and notwith-
standing the assertion of the Repliant that he this Defen-
dant did in and by his Original Replication state that
the said Court of appeals were pleased to reverse the said
Decree of this Hon^ble Court on the ground of the said mis-
nomer on the contrary this Defendant therein speaking
thereof states it as a pretence set up by the Repliant in his
said Cross Bill upon a false principal, nor could the said
Court of appeals have reversed the Decree of this Hon^ble
Court

Court upon the Ground of the said pretended Misnomer because there was
no plea of misnomer before them wherein to Judge and determine
and because they had been pleased to dismiss the Repliants said
petition of appeal from the Order of this Hon^ble Court and to
Order that the said Cause should stand revived and this Defendant
says that although the point in issue by the said appeal from
the said Order of this Hon^ble Court was as the Repliant states the
fact to be in and by his said Replication the legality of the made
of reviving the said Suit yet this Defendant says that the Repli-
-ant in and by his said petition of Appeal did notwithstand-
-ing the Title or Caption of the said Petition of appeal as here-
-in before set forth state the said pretended Misnomer and therefore
this Defendant to says it is Evident Notwithstanding the assertion
and insinuation of the Repliant to the Contrary that the said
Court of appeals never could have had the said pretended mis
-nomer Even in Contemplation when they were pleased to set a
-side the said Decree of this Hon^ble Court and this Defendant
upon the Reasons hereinbefore set forth denies that the Repliant
Ever had any legal foundation whereon to ground a plea of mis-
-nomer or that as administrator he could have pleaded such
plea and further this Defendant says that the said Court of
appeal in granting the Repliant one week to plead or answer
could not be understood as giving a Sanction to a plea which
in the first instance the Repliant was not entitled to plead
Even had there been a misnomer Committed and in the second
Instance as this Defendant humbly trusts he has fully shewn
there was no misnomer on the face of the said Bill of Com
-plaint filed by his this Defendants said Intestate the Repli-
-ants Intestate could not have pleaded a plea of misnomer
had he been living at the time of the decision he this Defendant
is

is Justified in retaining his said Original Bill without those amendments proposed by the Repliant for all which Reasons this Defendant humbly submits to this Honble Court that it is the Repliant who ought to pay those Exemplary Costs which in and by his said Replication he has prayed might be awarded against this Defendant for having persisted in trying to maintain his present action under, as he pretends a Misnomer and this Defendant says that the Repliant in his Rejoinder in the Original Cause has repeatedly mentioned the illegality of the Bill of Review and insisted that it ought to have been filed much Earlier Reasons for such his Assertions whereupon this Defendant says that the final decision of the Court of Appeals has stamped legality on the pleading and that therefore it was highly impertenent and irregular in the Repliant to persist as he has done in his Objections thereto and this Defendant again insists Notwithstanding any thing to the Contrary in the Repliants said Replication contained that the said Bill of Review was with held on the strength of the promises of the Repliant solemnly and Repeatedly made to this Defendant that he would pay off and Discharge this Defendants said demand which this Defendant Says he Conceived at the time to be a good Reason for delaying to file his said Bill of Review as he conceive the Repliant would not make a promise to delude and deceive this Defendant without any intention to performing such his promise

This Defendant further Says notwithstanding the assertion of the Repliant in his Rejoinder in the Original Cause contained that the merits of his plea if any merits attached thereto could not but be affected by his Cross Bill

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 Cross answer he hath already prayed

Stuart Hall
Jno Hamilton
} Attys for Cross Defendt

Interrogatories to be administered to such Witnesses shall be produced Sworn and Examined in certain Cause and Cross Cause now pending and at Issue in the Honble the Mayors Court at Madras patnam wherein Cowoor Mootiah Moodeliar Surviving administrator of Cowoor Doonadah Moodeliar deceased is Original Complainant and Cross Defendant and Benjamin Sullivan alias Henry Boyle Sullivan deceased is Original Defendant and Cross Complainant On the part and behalf of the Original Complainant and Cross Defendant

To all the Witnesses 1st Do you or do you not know the parties Complainants and Defendant in the Title of the Original Cause and Cross Cause in these Interrogatories named If yea to us long have you so known them or either and which of them declare

To

To Henry Dupuy Esqr. 2nd Were you or were you not the attorney at Law employed by Covoor Videnadah Moodeliar in the Title of these Interrogatories named in his life time to institute some and what Suit in his Honble Court against the above named Henry Benjamin Sulivan Alias Henry Boyle Sulivan If yea did you, or did you, or did you not accordingly institute such Suit for and on behelf of the said Covoor Videnadah Moodeliar against the said Henry Benjamine Sulivan otherwise Henry Boyle Sulivan If yea did you, or did you not prosecute the same until a Decree was given thereon Do you or do you not know the particular period that Covoor Videnadah Moodeliar in the Title of these Interrogatories named and at what particular period the said Henry Benjamine Sulivan otherwise Henry Boyle Sulivan did respectively depart this life If yea set forth the same Did or did not Covoor Yagambrum Moodeliar in the Title of these Interrogatories named, or one and which of them as administrators of the said Covoor Videnadah Moodeliar or otherwise, and how otherwise, or did you not yourself mak some and what application to th Original Defendant and Cross Complainant for the liquidation and payment of the Amount of some and what Decree in the Cause wherein the said Covoor Videnadah Moodeliar was Complainant and the said Henry Benjamine Sulivan otherwise Henry Boyle Sulivan was Defendant If yea what answer did the Original Defendant and Cross Complainant make thereto did he Object to the payment or did he, or did he not frequently promise to pay off and discharge the same so soon as he should be Enabled to collect in assetts sufficient from the Estate of his Intestate Did or did not the said Yagambrum Moodeliar and Covoor Mootiah Moodeliar in consequence of the intimation of the promise of payment of the Original Defendant and Cross Complainant as aforesaid desist in their intentions of reviving or otherwise proceeding in the Decree obtained by their Intestate against the Intestate of the Original Defendant and Cross Complainant as aforesaid If yea how long did they so wait under the promises of payment made by the Original Defendant and Cross Complainant as aforesaid previous to their instructing you to proceed in the said aforesaid declare

To Henry Dupuy 3rd Did or did not the Original Complainant and Cross Defendant in the Title of these Interrogatories named frequently apply or importune you as his Solicitor, or how otherwise to bring on to a hearing the appeal that had been lodged by the Original Defendant and Cross Complainant from and Order of this Honble Court in a Suit which had been theretofore pending against his Intestate If yea did you or did you not make use of your Endeavours to bring such appeal to an hearing, and was or was not the said appeal notwithstanding your Endeavours as aforesaid put off from being heard through same and what Cause Set forth the same as you know or believe together with the reasons for such your belief

To Dr. Dr. 4th Did or did not Yagambrum Moodelly and Covoor Mootiah Moodelly as Administrators of Covoor Videnadah Moodeliar deceased apply to you upon the decease of Henry Benjamine Sulivan alias Henry Boyle Sulivan

in the Title of these Interrogatories named as notary public, or how otherwise to affix your Seal upon the said deceaseds Estate and Effects and take some and what Measure to secure the payment and liquedation of their Claim against him either by praying Letters of administration to his Estate or how otherwise If yea did you or did you not carry their Instructions into Execution if not, why not declare the same as you know, or do recollect

To Henry Dudley 5th. Did or did not the Original Complainant and Cross Defendant in the Title of these Interrogatories named, some time in the Year of Christ One Thousand seven hundred and Eighty Seven, or at some and what other time request you as his Attorney at Law to apply to the Original Defendant and Cross Complainant by writing or how otherwise for the performance of his promise of payment of the due and aforesaid, and did you or did you not accordingly address a Letter to the said Original Defendant and Cross Complainant to the above purport or effect and did you or did you not obtain some and what answer respecting the premises look at the paper Writeing now shewn to You at this the time of your Examination purporting to be a Letter from the Original Defendant and Cross Complainant addressed to you, and say whether the same be, or be not the Letter you had as aforesaid received in answer to the One you had addressed to him the Original Defendant and Cross Complainant

To Soobarey 6th. Did you or did you not some and how long time after the death of Henry Benjamine Sulivan otherwise Henry Boyle Sulivan in the Title of these Interrogatories named at the Requisition of Covoor Yegambrum Moodeliar and Covoor Mistiah Moodeliar in the Title of these

these Interrogatories named, or either of them apply to the Original Defendant and Cross Complainant in the Title of these Interrogatories named, and request him to take into his consideration the satisfying of the Original Complainant and Cross Defendant Claim, on the Estate of his the said Original Defendant and Cross Complainants said Intestate If yea did or did not the Said Original Defendant and Cross Complainant declare that such Claims were Just and that he would pay off the same in preference to Every other out of the first Assets or how otherwise and did he, or did he not frequently repeat the same promise declare

Last Interrogatory To all the Witnesses } Do You know, or have you heard, or can you set forth anything touching the Matter in question in this Cause that may tend to the Benefit or Advantage of the Original Complainant and Cross Defendant in the Title of these Interrogatories named If yea set forth the same, as you know have heard, or do believe together with the reasons for such your belief as fully and effectually as if you had been thereunto especially interrogated

Stuart Hall

Sol.r for Orig.l Compl.t & Cross Def.t

Dr Sir

In answer to your favor of yesterday relative to the demand of the Admx of Vidanada or my Brothers Estate I have to inform you that the whole of his property has been long since applies to the discharge of his debts except a Nabobs unconsolidated Bond for about 4000 Pagodas principal this Bond has been certified, this the Committee for examining the private Claims on the Nabob, to the Court of Directors. If some Arrangement may be expected in the Course of the Year. Doctor Ruddiman Capt Taylor & One or two more are nearly in the same Situation with Vidanad as admx but as soon as I can turn the bond into Cash. I will discharge then demands at least as far as the assets will enable me and I believe there will be sufficient for all

I have a Copy of my Brothers note of hand to Vidanada, and when it shall be in my power to discharge it, I will give you early information

I am Dr Sir

Your Obdt Servt

Benjn Sullivan

This Exhibit was shewn to Henry DuPuy Esq at the time of his Examination before me in the Part of the Original Compl and Cross Defendant In a Certain Cause and Cross Cause now depending in the Honble the Mayors Court at Madraspatnam wherein Covvoor Mootiah Moodeliar Surviving Admon of Covvoor Vydenadah Moodeliar deceased is Original Complainant and Cross Defendant and Benjamin Sullivan Admon of Henry Benjamine Sullivan deceased is Original Defendant & Cross Complainant was on the 22d day of June anno domini 1793.

Thos Parry Esq

Mayors Court at Madraspatnam

Between Covvoor Mootiah Moodeliar Surviving Administrator of Covvoor Vydenadah Moodeliar deceased is Original Complainant and Cross Defendant and Benjamine Sullivan Administrator of Henry Benjamine Sullivan alias Henry Boyle Sullivan deceased is Original Defendant and Cross Complainant On the Part of the Original Complainant and Cross Defend.

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

Henry DuPuy Esq. one of the Attornies of the Honble the Mayors Court at Madraspatnam Aged Forty three Years or thereabouts being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the Twenty second day of June One thousand Seven hundred and Ninety three Signified at the Office of Messrs Pipham and Williams who are Attornies for the Original Defendant and Cross Complainant by Casawah my Servant who also left them a note

a Note of the Name title and place of abode of the said Deponent and afterwards
in the same day being sworn and examined deposeth as followeth —

1st In. ..... To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant Coovoor Mostiah Modeliar and that he hath so known him sixteen Years or thereabouts and that he doth know the Original Defendant and Cross Complainant Benjamin Sulivan in this Cause and that he hath so known him sixteen Years or thereabouts and more he saith not to this first Interrg.

2d ..... To the Second Interrogatory this Deponent saith, that he was the Attorney at Law employed by Coovoor Videnadah Modeliar in the title of these Interrogatories named in his life time to institute a Suit for the recovery of a Note of hand to the Amount of nine hundred Pagodas in the Honble Court against the abovenamed Henry Benjamine Sulivan alias Henry Boyle Sulivan — This Deponent saith that he did accordingly institute such suit for and on behalf of the said Coovoor Videnadah Modeliar against the said Henry Benjamin Sulivan otherwise Henry Boyle Sulivan, and that he this Deponent did prosecute the same untill Decree was given thereon this Deponent saith that he doth not recollect at what particular periods the said Coovoor Videnadah Modeliar and the said Henry Benjamine Sulivan alias Henry Boyle Sulivan did respectively depart this life but that he believes the said Coovoor Videnadah Modeliar did depart this Life about eleven Years ago and the said Henry Benjamine Sulivan otherwise Henry Boyle Sulivan about twelve years this Deponent saith that he believes Coovoor Yagambrum Modeliar and Coovoor Mostiah Modeliar as Administrators of the said Coovoor Videnadah Modeliar did make application to the Original Defendant and Cross Complainant for the liquidation and payment of the amount of the Decree before mentioned in the Cause wherein the said Coovoor Videnadah Modeliar was Complainant and the said Henry Benjamine Sulivan otherwise Henry Boyle Sulivan was Defendant this Deponent saith that he did likewise to the best of his remembrance make Application to the same effect on behalf of the said Coovoor Yagambrum Modeliar and Coovoor Mostiah Modeliar — but this Deponent further saith that he has frequently since the death of the said Coovoor Yagambrum Modeliar made application on his behalf for the liquidation and payment of the said Decree this Deponent saith that the Original Defendant and Cross Complainant never did object to the justness of the debt, but that he did at different times promise to pay it as soon as he should collect assets sufficient from the Estate of his Intestate this Deponent saith that he believes the said Yagambrum Modeliar in his life time and Coovoor Mostiah Modeliar after the deceased of the said Yagambrum Modeliar did in consequence of the intimation of the promise of payment of the Original Defendant & Cross Complainant as aforesaid desist in their Intentions of proceeding or otherwise proceeding on the Decree obtained by their Intestate against the Intestate of the Original Defendant and Cross Complainant as aforesaid this Deponent saith that he doth not recollect how long they did so wait under the promises of payment made by the Original Defendant and Cross Complainant —

Complainant as aforesaid previous to their instructing this Depo-
nent to proceed in the Suit aforesaid and more he saith not
to this second Interrogatory —

3d ..... To the third Interrogatory this Deponent saith that the Ori-
ginal Complainant and Cross Defendant did attimes ap-
ply to this Deponent as he Solicitor to bring onto a hearing
the appeal that had been longed by the Original Defendant
and Cross Complainant from an order of this Honble Court in
a Suit which had been theretofore pending against Intestate
this Deponent saith that he did use his indeavours to bring
such appeal to a hearing and that the said Appeal was
put off from being heard on account of Covoor Mootiah
Modeliar trusting to the frequent promises of the Origi-
nal Defendant and Cross Complainant that he would
make satisfaction to the Original Complainant and Cross
Defendant for the amount of his demand and more he saith
not to this third Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith that he
doth not recollect that Yagambrum Modeliar and Covoor
Mootiah Modeliar did as Administrators of Covoor Vidy-
enada Modeliar deceased apply to this Deponent upon
the decease of Henry Benjamine Sulivan alias Henry
Boyle Sulivan in the title of these Interrogatories named
as Notary Public to affix his this Deponent Seal upon
the said Deceased's Estate and Effects, nor to take any other
measure to secure the payment and liquidation of their
Claim against him either by paying Letters of Adminis-
tration to his Estate or otherwise but this Deponent
saith —

saith that he believes an application to that effect was
made to this Deponent and he also believes that it was
made by Covoor Videnadah Moodeliar who to the best
of this Deponents recollection was then alive — this —
Deponent saith that he did not carry such instruc-
tions into effect — nor can he recollect why they were
not carryed into effect — except it was in consideration
of the said Henry Benjamine Sulivan or Henry Bo-
yle Sulivan having died in the house of his Brother
the Original Defendant and Cross Complainant and
more he saith not to this fourth Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith that
the Original Complainant and Cross Defendant did
in the Year of Christ One Thousand seven hundred and
eighty seven request this Deponent as his attorney
at Law to apply to the Original Defendant and Cross
Complainant by writing for the performance of his
promise of payment of the demand aforesaid and that
he did accordingly address a Letter to the said Original
Defendant and Cross Complainant to the above pur-
port or effect and that he this Deponent did obtain
an answer in writing from the said Original De-
fendant and Cross Complainant respecting the pre-
mises — This Deponent hath looked at the Paper
Writing now produced and shewn to him at this the
time of his Examination purporting to be a Letter from
the Original Defendant and Cross Complainant —
addressed to this Deponent and says that the same
is the Letter he did as aforesaid receive in answer to
one

one he this Deponent addressed to the Original Defendant and Cross Complainant and more he saith not to this or to the last Interrogatory.

Tho. Parry
Cr.

Wm Dudley

Mayors Court at
Madraspatnam

Between Covoor Mostia Modeliar Surviving Administrator of Covoor Vyden adah Modeliar Modeliar deceased is Original Complainant and Cross Defendant and Benjamin Sulivan Administrator of Henry Benjamin Sulivan alias Henry Boyle Sulivan deceased is Original Defendt and Cross Complainant

On the Part of the Original Complainant & Cross Defendant

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

Soobaroy Dubash Inhabitant of Madras Aged forty Years or there abouts being produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the ninth day of September One thousand seven hundred and ninety three Signified at the Office of Messrs Topham and Williams who are Attornies for the Original Defendant and Cross Complainant by Cavasjee my Servant who also left them Note of the Name title and place of abode of the said

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 Covoor Mostiah Modeliar in this Cause and that he hath so known him thirty years and that he doth know the Original Defendant and Cross Complainant Benjamin Sulivan in this Cause and that he hath so known him ten or twelve years & more he saith not to this first Interrogatory.

6th ..... To the sixth Interrogatory this Deponent saith that he did about One or two Months after the death of Henry Benjamin Sulivan otherwise Henry Boyle Sulivan in the title of these Interrogatories named at the requisition of Covoor Vyeambrum Modeliar and Covoor Mostiah Modeliar in the title of these Interrogatories named apply to the Original Defendant and Cross Complainant in the title of these Interrogatory named and request him to take into Consideration the satisfying of the Original Complainant and Cross Defendants Claim on the Estate of the the said Original Defendt and Cross Complainants said Intestate this Deponent saith that the said Original Defendant and Cross Complainant did declare that such Claim was just and that he would pay off the same in performance to every other out of the first Assets and that he did frequently repeat the said promise and more he saith not to this or to the last Interrogatory.

Tho. Parry
Cr.

Cr. Soobaroyan

Borrowed & received from Cavoor Vidinadah Modeliar
the Sum of Nine hundred Star Pagodas –

Fort St. George
27th augt 1780. –

H.B. Sulivan

Mayors Court at
Madraspatnam

Tuesday the 20th day of May
Anno Domini 1794

Present

Henry Chickley Michell Esqr. Mayor
James Call – William Webb
Josias DuPre Porcher – Andrew Ross
John Mitford – James Daly
William Abbott and Alexr. Cockburn
Aldermen

Between Cavoor Mootiah Modeliar of Madras Inhabitant Surviving Administrator of all and Singular the Goods Chattles and Credits of Cavoor Vidinadah Modelly late of Madras Inhabitant Deceased Original Complainant and Cross Defendt. and Benjamin Sulivan of Fort Saint George Esqr. Administrator to the Estate and Effects of Henry Boyle Sulivan Deceased. Original Defendant and Cross Complainant –

These Cause Coming on to be Heard & Debated this day in the presence of the Attornies on both sides on Reading the Original Complainants Bill with Copy of the Note annexed the Bill of Reviver the Original Defendants Plea and Answer, the Cross Bill the Replication the Cross Answer, the Rejinder the Cross Replication the Cross Amended Rejinder the Interrogatories and Depositions on the part of the Original Complainant and Cross Defendant On Hearing the Pleadings made use of by the Attornies and on due Consideration had on therein This Court doth think fit to Order and Decree, and doth Accordingly Order and Decree that the Original Defendant do pay unto the Original Complainant out of the Estate and Effects of Henry Boyle Sulivan Deceased the full and Just Sum of Nine Hundred Pagodas / Pagodas 900 / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of the Original Suit, and in default of Sufficient Effects to Satisfy the Complainants Demand that the Defendant do pay the Amount out of his own Pocket and it is further Ordered and Decreed that the Cross Bill do Stand Dismissed, and that the Costs thereof be paid by the Cross Complainant out of his own Pocket –

Court of Appeals
at
Madraspatnam

} for

Tuesday the 9th day of December
Anno Domini 1794 –

Between Benjamin Sulivan of Fort St. George Esqr. administrator –

administrator to the Estate and Effects of Henry Boyle Sulivan deceased — appellant and Covoor Modiah Modelliar of Madras Inhabitant Surviving administrator of all and Singular the Goods Chattles and Credits of Covoor Vydenadah Modelly late of the same place Inhabitant Deceased Respondent. —

This Cause Coming on this day to be heard and debated before this Court by the Attornies on both Sides upon hearing the Petition of Appeal and answer and the Several Exhibits of the Honble the Mayor's Court together with the Decree of the said Court given in this Cause on Tuesday the 7th day of May Anno Domini 1794 upon due Consideration had of the Matter therein Severally Contained and of the pleadings and Arguments used by the Attornies on both Sides this Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do stand affirmed as far as it goes to the payment of the Debt Interest and Costs out of the Assets of the Estate of Henry Boyle Sulivan Deceased with Costs in this Court and that it be Reversed so far as it goes to the payment Eventually of the said debt Interest and Costs out of the pocket of the Original Defendant and Cross Complainant and so far as the same does go to the charge of Interest at the rate of Twelve per Cent which Interest this Court doth think fit to Order shall be at the rate of Eight per Cent per annum on the Original Sum due for and no more, and this Court doth further think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the said Mayors Court Regarding the Cross Bill be affirmed with Costs on this Court. —

Hyde

Robert Clerke

Filed 28th August 1795

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Haddock of Chelsea in the County of Middlesex Gentleman by his Attorney Isaias DuPre Porcher and Henry Readhead of Fort Saint George Esquires That George Mowbray also of Fort Saint George Esquire as Attorney of Richard Joseph Sulivan late also of Fort Saint George but now of London or else where Esqr stands Justly and truely indebted unto your Orator in the full and Just Sum of Eight thousand three hundred and fourteen Star Pagodas and forty Fanams Current Money of Madras making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Three Thousand three hundred and twenty five Pounds Eighteen Shillings and Eight pence or thereabouts as will more fully 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 taken as part of this his Bill of Complaint the Original whereof is in the possession of your Orators said Attornies and ready to be produced when the same shall be required and your Orator further Sheweth unto this Honble Court that he hath frequently by his said Attornies and in a friendly manner applied to and requested of the said George Mowbray payment of

of the said Sum of Eight Thousand three hundred and fourteen Star pagodas and forty fanams.—

But now so it is may it please this Honble Court that the said George Maubray neglects and refuses to pay the same to Your Orator said Attornies or to give to your Orator or his said Attornies any satisfaction touching the said 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 George Maubray may upon his Corporal Oath full true direct and perfect answer make to all and singular the Matters and things herein before set forth alledged as fully truly and Effectually to all intents and purposes as if the same were here again repeated and particularly interrogated thereto and that he may be decreed to pay unto Your Orator the aforesaid Sum of Eight Thousand three hundred and fourteen Pags and forty fanams with all such Intures as now is or shall hereafter become due thereon and also all Costs of this Suite

May it please this Honble Court to Cause the said George Maubray 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 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—

Fort St George august 28th 1790

This Bill was shewn in between the days of adjournment but Summons issue returnable next Court day—

Vin.t Corbett
Mayor

J. Stuart Hall
Atty for Compl.t

D.r George Maubray Esq.r at Madras Rights & Costs Cr.

1788 Octr.	14	To Mr.t Forrand of Mess.rs agt Pelle		5[illegible]35-	
1789 Octr.	14	To Mr.t Forrand of Mess.rs at Bengal		16[illegible]29-	
1789 Octr.	14	To Mr.t Forrand of Mess.rs agt Pelle Attorney		17[illegible]15-	
		Errors		12[illegible]03-	
Dr.		To George Maubray Esq.r Acct of Interest made up to the 12th Octr.			
1788 Octr.	12	To Interest 5[illegible]35 at 12 p.Ct p.annum 2 Years 10 Months 18 Days		[illegible]	
		To Interest 16[illegible]29 at 12 p.Ct p.annum 1 Year 10 Months 18 Days		[illegible]	
1789 Octr.	12	To Interest 17[illegible]15 at 12 p.Ct p.annum 1 Year		[illegible]	
		To the 12th Octr 1789 is		[illegible]	
1790 Augt.	11	To Interest on 12[illegible]03 at 12 p.Ct p.annum to the 12th Octr 1789 is		[illegible]	
		Errors		[illegible]	
		Carried over		[illegible]	

				2307-30-	
1818				[illegible]	
8[illegible]				[illegible]	
12[illegible]				[illegible]	
				2[illegible]	
				[illegible]	
				[illegible]	
				[

Filed the 26th Oct. 1790

The Plea and Answer of George Mowbray Attorney to Richard Joseph Sullivan to the Bill of Complaint of Thomas Haddock by his Attorneys Josias Dupre Porcher and Henry Readhead

This Defendant by Protestation not confessing or acknowledging all or any of the Matters and Things in the Complainants said Bill of Complaint contained to be true in such manner and form as the same are therein charged or alledged for Plea unto the said Bill saith that the Complainant ought not to have or maintain his said action against this Defendant for the Recovery of the Balance which he now claims as the Proceeds of Three hundred Pipes of choice Madeira Wine which the House or Mercantile Firm of Haddock Smyth and Company Merchants and Copartners whereof the Complainant Thos Haddock was the first Person named in the said Firm in the Month of June which was in the Year of our Lord One Thousand Seven hundred and Seventy Six shipped on bord certain Vessel called the Fanny whereof Captain John Green was Commander and bound for the Port of L'Orient in France on their own Accounts addressed to Monsieur Calsey there which arrived safe at L'Orient aforesaid and which the said Monsieur Calsey afterwards sold to the Mercantile House or Firm of J. C. Pigeat and Company at L'Orient aforesaid payable at certain Period who afterwards shipped them on Board a certain Ship for Madras called the Carnatic consigned to the said Richard Joseph Sullivan then being at Madras and which were afterwards by the order of the said Firm of J. C. Pigeat and Company sold at Madras for Account of the said Original Vendee Haddock Smyth and Company, because this Defendant saith that although the Complainant may have been own Partner with and interested as well as his said other Partners Smyth Taylor and Co in the said Wine and the Proceeds thereof, yet he is not so far or so much interested therein as to have a Right to demand or commence an action against this Defendant for the said Proceeds thereof without the Concurrence Consent and authority of his said other Partners who appear to this Defendant to be the only Persons who are legally interested in the said Wines intitled to the Proceeds thereof as will be seen by the following Extract from a Letter from the said Smyth Taylor and Company of Charles Oakeley and this Defendant the then Attornies of the said Richard Joseph Sullivan dated from Madeira the fifteenth Day of March which was in the Year of our Lord One Thousand Seven hundred and Eighty five and which is as follows "But as our former Partner and Agent Thomas Haddock has never rendered us any Account of those Wine nor of other Matters of much more Consequence which we committed to his Care for a number of years past altho we have to request the favour of you not to remit him one Shilling on Account of the Wines as they are entirely our Property, but that you will be pleased to remit their Proceeds to our Friend Thomas Gordon Esq. in London for our Account, or if this cannot be effected, that you will deliver the Ballance either in the Company's Bills or in Cash to Messrs Charles Binny & Aberdeen who we have taken leave to trouble with our full Power of attorney to settle this Transaction in the speediest manner for our Interest in which said Letter the said Smyth Taylor and Company stated their Intention of advising

advising the said Richard Joseph Sullivan of their said Claim with the necessary Vouchers in Support thereof and to which said Letter this Defendant by answer thereto promised the said Smyth Taylor and Company that he would not make any further Remittances on account of the Convigament in Question until the Matter was settled between the Concerned in Europe.

This Defendant for further Plea to the Right of Action of the said Complainant saith that some time after the Receipt of the said Letter abovementioned he received the following Request from the above named Charles Binny thro the Channel of his Attorney at Law to wit that this Defendant should not remit to the said Thomas Haddock a Shilling more on account of the said Wines, they being the Property of the said "Smyth Taylor and Co" but that this Defendant was to remit the Proceeds to their Friend the said Thomas Gordon in London for their Account or if that could not be effected that this Defendant should deliver the Balance either in Company's Bills or in Cash to the said Charles Binny and Robert Aberdein who had Powers to settle the Matters in the speidrest manner for their Interest.

And this Defendant also for Plea saith that by the Complainants own Shewing or Acknowledgment it will appear that the said wine were as well the Property of the said Smyth Taylor and Company as of the Complainant for in the said Letter there is stated an Extract from a Letter of the said Thomas Haddock to the said Haddock Smyth and Co dated in London the fourth Day of December which was in the Year of our Lord One Thousand seven hundred and seventy six in the following Words "Our Wines are gone in the Carnatic consigned to Richard Joseph Sullivan Esquire Secretary to the Council at Madras with Orders to remit me their Proceeds" which said Letter is in the Possession of this Defendant and ready to be produced if required.

And this Defendant lastly for Plea saith that the said formal Request after stating other Matters respecting the Powers sent by the said Smyth Taylor and Company to the said Charles Binny and Robert Aberdeen to Require of the said Charles Oakeley and this Defendant as the Attorneys of the said Richard Joseph Sullivan an account of Sales and to pay the Proceeds of the said Three hundred Pipes of wine closes with a formal Notification to this Defendant in the Words following" "If however you should not think yourself warranted to part "with the Proceeds to Mr Binny without an authority from "Mr Haddock for that Purpose I beg You will consider this "Letter as a formal Notice to you not to part with the Balance "in Consequence of any Order from Mr Haddock unless such "Order be for Account of Messrs Smyth Taylor and Company "whose Wine it is" all which said several Matters and Things this Defendant doth now plead in abatement to the Complainant said Bill of Complaint and his pretended Right of action and humbly prays the Judgment of this Honble Court whether he need make any other or further Answer thereto and that he may receive the full Benefit thereof And this Defendant by no means waiving his said Plea but fully relying thereupon for Answer to the Residue of the said Complainants Bill of Complaint or to so much thereof

thereof as this Defendant is advised to make Answer unto this Defendant Answereth and saith that he denies to stand indebted unto the Complainant in the said Sum of Eight Thousand three hundred and fourteen Pagodas and forty Fanams as is unjustly charged in the said Bill of Complaint or in any other Sum of Money whatever, for this Defendant said that in Consequence of Orders from the said Firm of J. C. Piguet to the said Richard Joseph Sullivan to remit the Proceeds which might arise from the Sales of the said Madeira Wines to the said Thomas Haddock then now Complainant he being then the Agent in London of the said Firm of Haddock Smyth and Company five Several Sums of One Thousand Pounds and Seven hundred Pounds have been remitted to the said Thomas Haddock on Account and in part Payment of the Proceeds arising from the Sale of the said Madeira Wines, but that before any further Remittances were made by the said Richard Joseph Sullivan or his attorney the said Charles Oakeley and this Defendant received the Letter as in this Defendants Plea is set forth desiring them as aforesaid not to remit to the said Complainant One Shilling on Account of the Wines as they were their intire Property wherefore this Defendant saith that he is not indebted to the said Complainant in any Sum of Money whatsoever

And this Defendant further answering saith that the Account annexed to the Bill of Complaint is erroneous in the Rate of Exchange being charged Eight Shillings and three Pence the Pagoda instead of Seven Shillings and Eight Pence and Seven and Six pence and he further saith that the Interest was to have been only Eight per Cent instead of Twelve — This Defendant further saith that the Error in the Rate of Exchange will appear manifest from a View of the Statement sent by the Complainants Attorneys to this Defendant Copy whereof is hereunto annexed for the Inspection of this Honble Court and prayed by this Defendant to be taken as part of this his answer, the Original being in his Possession and ready to be produced when required, for therein the Rates of Exchange will appear as above stated, and as to the Rate of Interest therein set forth this Defendant will prove that the Interest agreed to be paid was only Eight per Cent as above stated, but this Defendant at the same time that he hath thought it right to state the above matters by way of shewing the Error in the Bill of Complaint and Account Current thereunto annexed by no means admits his being liable to the Payment of such Balance of the neat Proceed of the said Wine as may be and still is unpaid, until the Complainant and the said Smyth Sykes and Company have first agreed thereto and that the Complainant is furnished with full Authority from his said former Partners to receive the same.

Lastly this Defendant saith that by the very Account annexed to the Complainants Bill of Complaint it is plain that neither this Defendant or the said Richard Joseph Sullivan for whom this Defendant hath acted in the Premises have been remiss in their Duty to their Constituents for they have not only furnished the Account Sales of the said Madeira Wine but have remitted a considerable Portion of the Proceeds thereof and have manifested their full Intention (this Defendant speaking positively for himself and to his Belief of the Intention of the said Richard Joseph Sullivan) to settle the Balance due

...ose an Account of the said Wine over the Bar that no Question ...

...the Receipt of Copy thereof, Excluded Keeping for the Em...

...shment, we Remain Honble Sirs Your most Obedt Servts

...Mayor Aldermen & Burgesses of Dublin Corporate and Body Politic...

...ment with the Seal of Office thereof Annexed Dated the ... day of ...

...sented unto his Majesty in the Behalf of the Inhabitants

...Dublin Merchants Trading to Bordeaux for the Encouragement

...Bordeaux Wines Imported into Ireland Humbly Praying

...Majesty would be Graciously Pleased to Grant Relief in the Premises

...the said Petition and Case and that the Report thereupon

...the said former Petition with a Recommendation Annexed Humbly

...mitted to His Majesty Consideration Whether it were not

...Expedient that His Majesty Should be Graciously Pleased to Direct

...the Commissioners of His Majesty Customs in this Kingdom

...Consider of the Said Petition and Report thereupon and to

...Such Directions to the Collector and Comptroller of the Customs

...Dublin for the Time being as to His Majesty Commissioners

...Customs Should Seem Meet Whereupon His Majesty Commissioners

...Customs in this Kingdom Did Direct a Letter to be Written to the

...Collector and Comptroller of the Customs of Dublin for the Time

...being Requiring them to Examine into the Matter of the Said

...Petition and Report and to Certify their Opinion thereupon to

...Board Which Letter Bears Date the ... Day of ... 1779

...Whereupon the Said Collector and Comptroller Did Certify to the

...Board that the Allowance Claimed by the Said Petition Should

...Be Made to the Petitioners Which Certificate was Received at the

...Board the ... Day of ... 1779 and Thereupon the Commissioners

...Customs Did Make Their Report to His Majesty Thereon

...Whereupon His Majesty Was Graciously Pleased to Order

...Allowance to be Made Accordingly

...Examined Attested

Geo. Mowbray

Secretary

The Petition of the Merchants

Importers of Wine

Read

Petition

Read

Report of the Commissioners

of the Customs

Read

Order of Council

Thereupon

Dr. George Moubray Esqr. in account Current with Thomas Haddock Esqr. Cr.

1779				1779			
Octr. 13	To amount Nett Proceeds of 197 Pipes Madeira Wine as p. Account Sales of this date		5999.35	March 12	By amount of a Remittance in Danish Bill @ 6/7 p. Cent p. Sig agreably to your Letter of this date @ 7/8		2608.29
1781				1780			
Janr. 25	To amount Nett proceeds of 25 Pipes Madeira Wine in Calcutta Agreably to your Letter of this date		1697.29	Febr. 11	By amount of a Remittance in a Bill on the Victualling Office @ 30/ p. £ 1750 Sig @ 7/6		2000.-.-
1780				1790			
May 10	To Interest on the following Sums @ 12 p. Cent			May 10	By Interest on the following Sums @ 12 p. Cent		
	on Dft. 5999.35 for 10.6.27	761.8.33.14			on Dft. 2608.29 for 21.1.28	3493.38.-.-	
	1697.29 " 9.3.15	1842.38.366	9506.30.-		2000.- " " 10.2.29	2459.14.-.-	5953.10.-.-
	Star Pagodas		17204.10.-		By Balance due		6642.13.-
					Star Pagodas		17204.10.-

Order Exapted

Fort St. George 10. May 1790

a True Copy

Popham

Filed 19th July 1791

The Replication of

Thomas Haddock by his attornies Isaias Dupre Porcher and Henry Read-head Complainant to the Plea and answer of George Maubray attorney to Richard Joseph Sullivan Deceased-

This Repliant now and at all times hereafter saving and Reserving to himself and all manner of benefit and advantage of Exception that may be taken to the many Errors and the uncertainties Insufficiencies and Imperfection in the Defendants said Plea and answer contained for Replication thereunto saith that his Bill of Complaint and all and singular the matters and things therein contained is good true certain and sufficient in the Law to be answered unto by such manner and form as the same are therein and thereby setforth and declared and that the Defendants said Plea and answer is very evasive and insufficient in the law to be by this Repliant replied unto and this Repliant for further Replication saith that the Plea of the Defendant is misconceived and that the purposes it says intended to promote are Defeated by the Defendants own shewing for this Repliant says that the said pretended Plea of the Defendant as appears by the Defendants own shewing is a plea in abatement for the want of parties which this Repliant says ought to have been a Demurrer if the fact had been as the Defendant had stated it to be that the Repliant had omitted to make all parties interested parties to his Bill and this Repliant says that where there is such a defect in a Bill as to entitle a Defendant to plead in abatement for want of parties such Plea should be single whereas this Defendant has pleaded four different Pleas and at the same time has answered to the facts in this Repliants said Bill contained and for asmuch as the Defendant in his said answer has answered to the same points as in his said Plea contained and has in and by his said answer referred to the matters and things in his said Plea pleaded this Repliant says and humbly insists thereon that the Defendants said answer overrules his said Plea and this Repliant sheweth that in all Pleas in abatement for the want of parties appears by the Complainants own shewing or he should set forth if he the parties are who ought to have been made parties to the Suit which this Repliant says the Defendant had not the power of Doing in the first instance because this Repliant was as his own right and for his own property, in the second instance indeed he the Defendant shews that this Repliant was at the head of the Firm of Haddock Smyth and Company and that this Repliant has no right to demand or commence an action without the concurrence consent and authority of his said other partners and yet it appears by his own shewing that no such partnership is in Existance and this Repliant says that by the Defendants own shewing his said Plea is a Plea in abatement and therefore should have shewn the Law arising on the Facts in this Repliants said Bill contained and whereas the said Plea enters into a denial of the facts themselves and therefore it is more a Plea than as the same appears by the Caption thereof for this Repliant says that amongst other things in the said pretended Plea contained it is stated that Wines were shipped on Board a Ship bound for Port d'Orient addressed to a person there in the Plea named who afterwards sold the same to other

other Persons who shipped them from Madras and consigned them to Richard Joseph Sulivan which Statement this Replicant says is altogether incompatible with the nature of a Plea in abatement and this Replicant says it is in the said Plea further called that a letter was addressed by the said Smyth Taylor and Company to Charles Oakely and the Defendant Jointly amongst other things calling forth that this Replicant had not accounted to them the said Smyth Taylor and Company for the said Wines and requesting them the said Charles Oakely and this Defendant not to remit a Shilling to this Replicant on account of the said Wines for that the said Wines were the entire property of the said Smyth Taylor and Company and that to such Letter the Defendant did answer and thereby promised to observe their Instructions" which Statement this Replicant says is altogether extraneous and that the same is not matter for Plea in abatement but a Matter of fact on a point of property and which clearly demonstrates that the Defendants said pretended Plea in abatement is totally without any manner of foundation and for as much as the said pretended Plea is inconsistent from the self contradictions therein contained because that in one part thereof it shews this Replicant a partner there under the firm of Haddock Smyth and Company and in another part thereof it shews that there was such partnership existing as Haddock Smyth Taylor and Company and therefore that this Replicant has no right to Commence an action solely against the Defendant and in another part it shews that there was such partnership existing as Haddock Smyth Taylor and Company but that this Replicant is one party and Smyth Taylor and Company another party and that the Wines for the amount of which this Replicant has Commenced the present Action was not the Joint property of this Replicant and the said Smyth and Company but that the same is the separate property of his said other Partners who this Defendant says appear to him to be the only persons legally interested in the said Wines and intitled to the Proceeds thereof and for as much as all pleas should be clear distinct and positive whereas the Defendant in his said Plea speaks only as to appearance arising from certain Letters or papers said to have been received from parties not before this honble Court, this Replicant says that the said pretended Plea or Pleas of the Defendant in abatement is and are Vague and indefinite inconsistent contradictory and altogether ground less and nugatory -

And this Replicant for further Replication to the Defendants said Plea and answer says that that notwithstanding any thing in the contrary in the Defendants Plea and answer contained he this Replicant at the said Richard Joseph Sulivan's County justly and truly indebted unto this Replicant in the Sum of Eight Thousand three hundred and fourteen Pagodas and forty fanams as in this Replicants said Bill of Complaint he the same is charged for this Replicant is it that although the Defendant hath pretended that the Wines on account whereof the said Sum of Eight thousand three hundred and fourteen Pagodas and forty fanams has arisen and ground due to this Replicant were not the property of this Replicant solely but that the same in the Joint property of this Replicant and other persons for whom this Replicant acted as Agent that two several Sums of One thousand pounds and seven hundred pounds had been remitted to this Replicant on account and in part payment of the proceeds arising from the Sale of the said Madeira Wines but that before any further remittances were made by

by the said Richard Joseph Sullivan or his Attorneys the said Charles Oakely and the Defendant they did receive the Letter as in the Defendants said Plea is set forth desiring them not to remit to the Repliant one shilling on account of the Wines as they were their entire property the Defendant denies to be indebted to this Repliant in any Sum of money whatsoever This Repliant in reply thereto Says and will ever maintain and prove the same that the said Madeira Wine was his this Repliants sole property and that the amount Sales thereof is due and owing to him from the Defendant as Attorney as aforesaid and to substantiate the fact by the Defendants own shewing and the better to illustrate the transaction in question this Repliant begs leave to state that in the Year One Thousand Seven hundred and Seventy Six J. C. Paguet and Company of Port L'orient in France became indebted to him this Repliant in the Sum of One hundred and Thirty two Thousand Livres and having occasion of paying the same he by assigning and which they accordingly did the nett proceeds of two hundred and ninety four Pipes of Madeira Wine they had shipped on board the ship Carnatic bound for Pondicherry consigned to the Order of the said Richard Joseph Sullivan then residing at Fort Saint George with orders and directions to hold the same to the use and disposal of this Repliant and this Repliants shewth that before the said Wines had arrived at Madras the said Richard Joseph Sullivan had departed for Europe leaving the Defendant his Attorney to transacting or arranging the affairs in his absence and this Repliant says that under and by Virtue of the power given and granted by the said Richard Joseph Sullivan to the Defendant as aforesaid he the Defendant did possessed himself of the said Wines and did then consider the same as the sole property of him that he held it to the use of the Repliant as appears by a Letter from the Defendant to this Repliant under date twelfth day of march which was was in the Year One Thousand Seven hundred and ninety nine. Copy whereof marked A is hereunto annexed for the inspection of this Honble Court and prayed by this Repliant to be taken as part of this his Replication the original whereof being ready to be produced when required for the Defendant therein says I was favored with your Letter of the fifth of march last addressed to messrs. Oakely Sullivan and me earnestly recommending the speedy disposal of Messrs. J. C. Paguet & Companys Madeira Wine received per Ship Carnatic the proceeds of which were assigned over and to be remitted to you" and again in the same Letter he says "so Soon as I receive the amount of what was sold to this day and what was sent to Bengal the account Sales shall be made out and the remainder of the amount Sales remitted to you without delay which account Sales was accordingly made out by the Defendant and by him transmitted to this Repliant whereof a Copy Marked B is hereunto annexed for the inspection of this Honble Court and prayed by this Repliant to be taken as part of this his Replication the original whereof being ready to be produced when required and this Repliant says that at the Time the Defendant addressed the said Letter to this Repliant he did remit him a part of the proceeds of the said said Wines by a Bill of Exchange for one Thousand pounds Sterling which this Repliant received and for which he-

he has given the Defendant due credit in the Account Current
to his said Bill annexed and this Repliant Sheweth that
the Defendant did some time afterwards remit to the Re-
pliant the Sum of Seven hundred and fifty pagodas in
further part payment of the Amount proceeds of the said
Wines and for which this Repliants has also given the
Defendant credit in the said Account Current annexed to
the Repliants said Bill and this Repliant for further
Replication saith Notwithstanding anything to the contrary in the
Defendants said answer Contained that the charge of Interest stated
in the Repliants said Account Current annexed to his said Bill is
regular and just and according to the Custom of merchants in
like cases and that this Repliant is warranted in so doing will
more fully appear by a Letter from the Defendant addressed
to this Repliant under date the sixteenth day of august One
Thousand Seven hundred and Eighty five whereof a Copy marked
C is herewith annexed for the inspection of this Hon^ble Court
and prayed by this Repliant to be taken as part of this his
Replication the Original being ready to be produced when
required for the defendant therein says In regard to your Com-
pliant of the long delay of remitting your money I must
Confess you have too much cause to be displeased and after
giving reasons for the same adds "I shall then be enabled
to remit You in full with many thanks for your long in-
dulgence I am sensible that I was not authorized to make
use of your money" and then by way of apology on account
thereof the the Defendant says "I could not recover a pagoda a
piece that was owing to me by at the which disappointed
me not permitting my remitting you Money is intended"
and this Repliant submits to this Hon^ble Court the
incompatibility of the Defence now setup by the Defendant with

such the matters and things in his said Letters contained in the
latter he fully acknowledges the debt due from him to this
Repliant as aforesaid and promised payment thereof with
many thanks for indulgencies granted by this Repliant and
in the former by way of performing such his promise denies
being indebted to this Repliant and in order to shew his sense
and manifest his thanks for this Repliants indulgencies
he endeavours to arrest from him that property he the De-
fendant has so frequently acknowledged as belonging solely to
this Repliant and this Repliant for further Replication denies
that there is any Error in the rate of Exchange as the same is
stated in the Account Current to this Repliants said Bill
annexed notwithstanding the shewing of the Defendant to
the contrary and says that the same is fair and Just for al-
though this Repliant might have furnished the Defend^t
with the statement to his said Answer Annexed and from
whence he would infer the said pretended Error he Defendant yet
this Repliant says the same was only the rough sketch of the
Account between him this Repliant and the Defendant
and Subject to such corrections as might appear requisite
necessary and agreeable to the nature of the thing and in
fact from the very face of it the same ought not to have
been brought forward in this Hon^ble Court and this Re-
pliant says that if the Exchange is not exact the Defendant
ought to have shewn, not from the sketch of an Account
Current which can be considered in no other light than as
a loose memorandum taken by some certain documents in
his the Defendants possession and this Repliant for further
Replication says notwithstanding insinuation of the Defend^t

to the Contrary that he the Defendant has been very remiss in his Duty to his constituent in neglecting to remit to this Repliant the amount Sales of the said Wines, nor is the Defendant aided by the reference he makes to the Account Current to this Repliants said Bill annexed to shew that a portion of the amount Sale of the said Wine have been remitted for it will appear by the Account Sale marked B hereinbefore referred to that the Defendant had realized the full amount of the said Wines as far back as the Year One Thousand Seven hundred and Seventy Nine and in his Letter dated the Sixteenth of august One Thousand Seven hundred and Eighty three herein before referred to marked C he shews that he had applied the same to his own use acknowledges and affers reasons to induce a belief that the full amount of the said Wines should be ever considered to the Repliant and this Repliant says that the last remittance was made in the beginning of the year to wit the Eleventh February One Thousand Seven hundred and Eighty and it appears by the Defendants own shewing that the pretext upon which he grounds his pretended Plea in Statement did not exist until the Year of our Lord One Thousand Seven hundred and Eighty five from all which Circumstances this Repliant says it is evident that the Defendant has been greatly remiss in the Duty he owed to his constituents and that he has not manifested a full intention to settle a Balance due on account of the said Wines notwithstanding his assertion to that effect in his said Answer contained, and which assertion this Repliant says is not supported by the further showing of the Defendant that he was prevented from carrying into his intentions into execution because the parties in question had not agreed to the right of property therein / for this Repliant says that he has already shewn first that five Years had elapsed between the last remittance made by the Defendant to this Repliant and the time in which the Defendant pretends that the said Smyth Taylor and Company did set up a claim to the said Wines and secondly that the only parties before this Honble Court consequence the only parties in question are this Repliant and the Defendant as the constituted attorney of the said Richard Joseph Sulevan and this Repliant for further Replication says he denies that it any where appears by his own acknowledgment that the property in the said Wines does belong to the House of Shaddock Smyth and Company and this Repliant submits to this Honorable Court whether the Defendant was warranted in asserting as he has done in and by his said Plea that the paragraph contained in the Letter pretended to have been received from the said Smyth Taylor and Company is an Extract of a Letter from this Repliant and the Repliant says that unless the Defendant does produce the Original Letter written by this Repliant from which the said pretended Extract is said to have been taken that he cannot have any benefit thereof but that the same is unfair and unjust and contrary to the Law of Evidence and this Repliant denies that he did ever write the Letter addressed as in the Defendants said Plea the same is set forth and further says that he never did transact any manner of Business with the Defendant under and upon account of the firm of Shaddock Smyth and Company or under any other firm but on this Repliants own Name and for his own sole use and this Repliant says that it is highly irregular in the Defendant and irrelevant and impertinent to the matter in question to state as a reason for submitting to this Honble Court whether he ought to satisfy this Repliants just demand

demand that it appear by this Repliants own acknowledgment that the property in the said Wines did belong to the House of Haddock Smyth and Company and that this Repliant as the first partner in the firm of the said House has not accounted with his other partners for the Sum he hath received on account thereof, because this Repliant says it appears by the Defendants own shewing in and by his said Letters hereinbefore referred to, that he had always considered this Repliant as acting in the premises not as a partner of any house but upon his own particular Accounts as such the Defendant has addressed him and as such he has made Remittance to him and this Repliant says that the further reason upon which the Defendant submits to this Honble Court to wit that he this Repliant is further charged by his said former partners with unaccounted matters of much more consequence is not only irregular and irrelevant but is also unfair and scandalous because this Repliant says the Defendant does not even pretend that the same is any wise connected with or belonging to the matter in question and therefore the only advantage that the Defendant can hope to derive from the introduction thereof is injury to the Character and reputation of this Repliant and attempt to prejudice the mind of this Honble Court which this Repliant says is Contrary to Equity and good Conscience

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

Stuart Hall
Jno Hamilton } Attys for Compt.

A

Fort St. George 12th March 1779

Thomas Haddock Esq.

London

Sir I wrote to you in October last by the Ships Valentine & Cormorant, & last month I was favord with your letter of 5th March last, addressed to messrs Oakely, Sullivan & me earnestly recommending the speedy disposal of Messrs J. C. Paguet & Co Madeira Wine received p Ship Carnatic, the proceeds of which were assigned over and to be remitted to you I continued as I before wrote you to sell in single Pipes at 65 Rupees pr Pipe, but as it went off slowly and hearing that good Wine brought a better price at Bengal I took upon me to send 25 Pipes thirty of Sooma Turby Capt.n Horsfus consigned to Mr John Fergusson at Calcutta on which I hope will sell to advantage when I received Your Letter, there was still about one hundred Pipes unsold, and finding that not more then ten or 12 Pipes went off in a month, I was glad to accept an offer which was made to me a few days ago, of Sixty Pagodas pr Pipe for the whole, at that rate I have accordingly sold it one half the amount payable in ready Money & the other half in six months with Interest - this I judged to be more for the Interest of Messrs Paguet & Co then keeping it for 8 or 10 months longer, under a heavy expence by leakage, God evaporation &c &c Besides that you were so pressing for remittances. I before wrote you, that there would be no Remittances by the Elizabeth, & as other Navy & Company bills are at this time procurable I have taken Danish Bills of Gentlemen of

of undoubted Credit Viz.t Mr. Edward Stevenson one draft on John Browne & Fred.k de Connick Esq.r in Copenhagen, payable in London Six Months after sight for One Thousand pounds Stg Exchge at 7/6 p Pagoda, for better Security the Bills are Endorsed to you, by Governor Brown of Tranquebar & inclosed I now transmit you the first of the Sett the letter of advice

As soon as I receive the Amount of what was sold to this day, & of what was sent to Bengal, the Account Sales shall be made out & the remainder of the proceeds remitted to you without delay

I am much Concerned that there will be so heavy a Duty by this adventure, owing to the Vast quantity of Wine which has been imported within these two Years, all that was at Pondicherry has been brought hither or sent to Bengal which with the quantity that our own Ships have imported has so overstocked the market, that at this place at Calcutta there is still near two Thousand Pipes on hand for Sale

Understanding that all Communication between England & Europe is stopt, I have not wrote to Messr.s Piguet but request of you to take the first opportunity of communicating to them the Contents of this Letter — I am with great respect Sir, your most Obd.t Servant

(Signed) Geo.e Moubray

a true Copy
Stewart Hall
Jno.s Hamilton } Attys for Compl.t

B

Accoun Sales of Madeira Wine p.t Ship Carnatic Consigned by Messr.s J. L. Piguet & Co.s & delivered over to me as Atty to Richard Sullivan Esq.r by Francis Jourdan Esq.r

AP	Madeira Wine					
	5 Pipes Sold	@ 70 Pag.s	350			
	102 1/2 ditto	@ 65	6662	21		
	89 1/2 ditto	@ 60	5370			
	197 ditto				12382	21
	Charges					
	Paid Mr. Jourdens Bill por freight on 197 Pipes at 60 Rs p pipes is Rupees 11760 at 350 Rupees p.r p.r Pag.s		360			
	Ditto on Boats from pondecherry to anadores as p account		478	6		
			38238	6		
	Companys duty on Pag.s 11844 1/2 @ 5 p Cent		592			
	Commission on Pagodas 12382 1/2 @ 5 p Cent		619	5	20	
	Godown rent from 16.th Sept.r 1777 to 6 march 1779 - 1/2 Pag.s p Pipe for each month		884			
	Coopercopoly Peons & Coolys Wages 18 months for 18 Months		185	15		
	Cooperage as p Bill		156			
	Bamboo Coolys for removing the Wine at Sundry times		93	26		
	Boat hire for landing the Above Pipes		44	7	6	
					6382	27 20
	The amount of Wine sold as above	197 Pipes	Pagodas		5999	35 60
	Shipped to Bengal as advised	26				
	Leakage for 18 months	31				
		253 Pipes				

Fort St. George the 13 October 1779

E. E. (Signed) Geo. Moubray acting Atty to R. Sullivan

a true Copy
Stewart Hall
Jno.s Hamilton } Attys for Compl.t

8 C

Fort St. George 16th aug.t 1783.

Thomas Haddock Esq.r

London

Sir

A few days ago I received your letter of 25th. February last, complaining in strong terms of my not having remitted to you the balance due from the Sale of Messrs. Piguet & Co. madeira Wine, and desiring I may explain how it appears that I received only 253 full Pipes from Mr. Jourdan & yet paid freight for 256 Pipes the quantity Shipped at L'Orient —

In answer to this last requisition I beg you will recollect that Mr. Jourdan first took charge of the Consignment at Pondicherry which he was authorized to do by the Bill of Lading, he afterwards delivered it over to me at this place, Consequently I was accountable only for the quantity I received from him which was 253 full pipes. For your further satisfaction I applied to Mr. Jourdan to know how he accounted for the extraordinary deficiency while the Wine was under his Charge and why he had paid freight on the full quantity Shipped and inclosed I send you an authenticated Copy of his answer, to which I beg leave to refer you —

In reply to your Complaint of the long delay in remitting your money, I must confess you have too much reason to be displeased — In my letter of the 21st. January 1782 I fully explained my situation, which being affected by the exigencies of the Public Service, has with those continued the same ever since — but now that we are on the eve of a General peace in India, the distress for want of money will soon be over, and the moment the Company begin to pay the heavy arrears due to every department in their Service, I shall then be enabled to remit you in full with many thanks for your long indulgance —

I am sensible that I was not authorized to make use of your money, but circumstanced as we then were in the part of the World, the publick Safety absolutely required every aid that Individuals had in their power to contribute, I became thereby embarrassed as I could not recover a Pagoda of what was owing to me by others which disappointment prevented my remitting your money as I intended. —

I am with Sir
Your much Obliged Hble Servant
Signed Geo. Mowbray —

the attested Copy of
Mr. Jourdan's Letter was
sent by Pondicherry —

A true Copy
Stewart Keith
Jno. Hamilton } Attr. for Compt.

Filed the 17th
Sept. 1796

The Rejoinder of George Moubray attorney to Richard Joseph Sulivan at the Replication of Thomas Haddock by his Attornies Josias Dubre Porcher and Henry Redhead

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 Uncertainty and Insufficiency of the said Replication for Rejoinder saith that this Defendants said Answer is true Certain and Sufficient in the Law to be replied unto and saith as in and by his said Answer he hath already said and doth and will aver and maintain all and every thing and things to be true and certain in such manner as therein is alledged and expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain insufficient in the law to be Rejoined unto by this defendant for divers defects and Imperfections therein Contained and for further Rejoinder this Defendant saith that his plea is properly a plea in as this defendant hath stated it because from the nature of the case as set forth by this Defendant it is not in the Power of the Repliant to bring this Defendant to Judgment by whatsoever Mode he might take for amending his Bill, and if so the matters and things so set forth by this defendant as Pleas against the Replicants right of action are Pleas in Bar thereto, because a Plea in Abatement is a plea to a suit by reason of the Informality of the Mode in which a Complainant brings his suit when it is Evident he might have

have brought it in legal form This defendant admits it to be true that a Partnership did formerly subsist between the Repliant and the said Smyth Taylor and Company and that the Wines in Pleas mention were Consigned to the said Richard Joseph Sulivan for whom this Repliant acted, by the said Partnership and he also admits that no such Partnership subsisted at present and therefore it is Necessary for this Defendant to a fitty as the Accounts of the said Partnership are not settled and as this Defendant has received a formal Notice from the said Smyth Taylor and Company not to pay the Replaint without their authority that the Repliant should procure such authority before this Defendant can safely pay him and he Humbly insists that such formal Notification as this Defendant hath stated in his Answer to have received from the said Smyth Taylor and Company Amounts to an absolute Bar against this Defendant paying any Part of the said Amount without such formal power or authority from the said Smyth Taylor and Company to the Repliant or this Defendant This Defendant further insists that his said Pleas are not vague Indefinate, Inconsistent Contradictory, Groundless or Nugatory. but are in themselves taken Collectively a uniform state of facts which Amount in plain sense and in Law to a Plea in Bar for the this Defendant admits that the Madeira Wine are the Joint property of the Repliant and his then Partners and that therefore this Defendant was answerable for the proceeds thereof to them Jointly Never theless the Case is altered by the acts and Doings of the Repliant who appears to have acted Inconsistent with his Duty to his former Partners most accountant with them for the property intrusted in his hands and that they are therefore Obliged for their own sake to attend the Outstanding Claims of the said former Partnership in order to secure some part of their Demands on the Repliant or to bring him thereby to an honest Reckoning with them

them — This defendant denies that the Wine in Question was the Repliants sole property for the Contrary appears by his own letter under date the fourth day of December which was in the year of Our Lord One Thousand Seven hundred and Seventy Six as Stated by this defendant in his plea, wherein the Repliant saith "Our Wines are gone in the Carnatic consigned to Richard "Joseph Sulivan Esquire Secretary to the Counel at Madras "with Orders to remit me their Produce" against which order the said Smyth Taylor and Company have protested and stated why this Defendant must not Comply any further therewith and this Defendant here takes Occasion to observe that by his having Complied therewith in the Remittances made on account of such Consignment as Stated in the Replication but previous to such notification or protest as aforesaid he hath Manifested his Inclination to Execute the Trust reposed in him without throwing any difficulty whatever in the Way but that after such notification it would have been indiscreet and unjust in him to make any further Remittances, and this defendant Humbly insists that the Letter to the Repliant whereof Copy A is annexed to the Repliant does not in any respect vary the Case for tho it was directed to the Repliant Singly Nevertheless it appears by the Accounts Sales of the Madeira Wine which accompanied the said Letter and which Madeira Wine is the same Wine for part of the produce whereof the present Suit is brought, that it was the same Wine wherein the said Smyth Taylor, and Company Claim an Interest and in Consequence thereof and of the Conduct of the Repliant to them as above Stated this Defendant hath been Interdicted as aforesaid from paying the Balance of the Proceeds of the said Wine to the Repliant and in order to shew to this Honble Court that this Defendant has always Considered

considered the Repliant as only the Senior Partner of an House of Business of which House he has since understood the said Smyth and Taylor to be Partners, and therefore jointly concerned in the Consignment of the said Wine he prays leave to annex Copies of Two Letters from the Defendant to the Repliant and Company jointly as part of this his Rejoinder, by the first of which it appear that this Defendant had tendered the full amount of the Proceeds of the said Consignment of Madeira Wine to the Agent Victualler of the Ships of War then serving in India for Bills on the Victualling Office in London to be remitted to the firm of Thomas Haddock Esquire and Company, but that not more than half the Sum tendered by this Defendant had been received, and that the Rate of Exchange when of the said Half was received was at seven Shillings and six Pence as stated by this Defendant will appear by the Copy of their Bill of Exchange hereunto annexed and prayed to be taken as part of this Defendants Rejoinder the Original being in his possession and ready to be produced when required by the Honourable Court whereof it will also appear that the Repliant was considered by this Defendant as only the Senior Partner of the said House or Firm of Thomas Haddock and Company and this Defendant saith that the Exchange of the Danish Bill for One Thousand Pounds as before remitted by this Defendant appears to have been Seven Shillings and Eight pence by the very Letter of this Defendant to the Repliant as annexed by him to his Replication — And this Defendant saith that by the said Letters hereunto annexed it appears that the Defendant had in the Month of July 1780 while in the Year of Our Lord One Thousand Seven hundred and Eighty made a further Tender of the Money in Question for the purpose of a Remittance but that his Offer was rejected in consequence of

of which this Defendant meant to pay the Money into the Treasury at Fort Saint George of the Company of Merchants of England trading to the East Indies for Bills at their Court of Directors in the Month of October then following, which Remittance was postponed to the Month of January then following and which was in the Year of our Lord One Thousand seven hundred and Eighty two, when this Defendant was incapacitated for the aid he was obliged to give to Government from Complying with the expectation of the Repliant and therefore he humbly submits that from that period only and not from the Date of the Sales of the Madeira Wine this Defendant should be liable to interest as it clearly appears from the foregoing Circumstances that this Defendant had previously united himself with almost unequivocal Zeals to remit the Proceeds of the said Madeira Wine but was disappointed as above stated, and also because it never happens in the course of Business to allow Interest for Proceeds of Sales lying in the hands of Consignees unless there appears a wanton neglect to remit by the first opportunity, or as in the present Case an incapacity from Public Cause, in which case it is fair to allow the same Rate of Interest to the Constituent which the Consignee receives from the Public — This Defendant therefore says that he ought to be charged only with the Balance of Principal Money in his hands being Three Thousand and Eighty eight Star Pagodas and thirty five Fanams and Interest thereon from the said First Day of January which was in the Year of our Lord One Thousand Seven hundred and Eighty two being the date of the first issue of Bills from the said Treasury of Fort Saint George in first Public Remittance after this Defendant had received such part of the said Proceed as it was in his power by the Public Council of the Agent Victualler as above stated, which Interest ought as he humbly conceives to be Eight per Cent per Annum being the same which this Defendant hath received from the Government of Fort Saint George for the very Balance now in Question this Defendant humbly submitteth to the Consideration of this Honble Court that as he hath throughout the whole of his Conduct as Consignee of the said Madeira Wines manifested an upright attention to the Interest of his Constituents by making as full Remittances as it was in his power to make till the Public Exigencies claimed a preference for the Balance in his hands and that he hath now refused to pay such Balance and the Interest as aforesaid by reason of the said Notification from Smyth Taylor and Company, and for no other reason whatever this Honble Court will not in any event whatever tax this Defendant with Costs and he further Submits that the said Notification of the said Smyth Taylor and Company with all the circumstances of the Transaction in question and sufficiently strong to preclude the Repliant from all Right of action against this Defendants.

Lastly this Defendant denies having had in Contemplation to injure the Character and Reputation of the Repliant in what he hath stated in his answer nor had he any other motive therein than an honest intention towards all parties interested in the premises and to save himself harmless by proper Contain therein —

All which Matters and things this Defendant is ready to aver maintain and prove in such manner and form as this Honble Court shall direct and therefore

therefore humbly prays as before in his said Plea and Answer he hath already prayed.

Bopham
Atty for Defendt.

Thomas Haddock Esqr & Co
London

Gentlemen

I had the pleasure of writing to you the 13th October last of which the inclosed is a Copy and have since received Your Letter of the 28th December last.

I have now to inclose you bill on the Victualling Office for £ 1000 at 1/6 is Pay 2000 Payable at thirty Days Sight Sterling drawn to the agent Victualler here which I doubt not will be duly honored & remitted you in full of the Bonds of Messrs Paiquet & Co Madeira (for which this Remittance was made on the part) but no more than half the sum Itendered the next time that Navy Bills are granted.

I shall endeavor to procure a Remittance for the Balance which lies in this account on which will probably be included the proceeds of the 25 pipes sent to Bengal which have been sold at different prices from 300 to 350 a Rupees p pipe but Mr Ferguson had not yet furnished me with the Account Sales.

4th July 1780

I am most Respectfully
Gentlemen
yours &c
Geo. Mowbray

true Copy
Bopham

Fort St. George 25th January 1781.

Thomas Haddock Esqr & Co.
London

Gentlemen

I was favored with your Letter of the 15th May last and have now to advice you of my having received from Mr John Fergusson of Calcutta the account Sale and proceeds of the 25 pipes of Madeira Wine consigned to him on account of Messrs Paiquet & Co of London the amount of which after deducting all charges is Sa Rs 16477 29 which I have placed to the Credit of said Gentlemens account Current with me.

In February last I had the pleasure of transmitting your Bills on the Navy Office for £ 952 & in July I made a further tender of 2000 Pagodas to the Agent for Bills to be remitted you in payment of the Balance remaining in my hands on account of these Gentlemen, but my offer was rejected, the money which was wanted for the service of the Squadron having (as the agent said) been offered at a lower rate of Exchange.

It being uncertain when the Squadron may return to this Station, & when it does I may not be more successfull in procuring Navy Bills than I was last time — I therefore propose paying Messrs Paiquets money into the Companys Treasury here for Bill to be granted on the Court of Directors in October before which time none will be granted — This mode of Remittance will I hope meet with your approbation it being more advantageous to them than to wait for the Chance of getting Navy Bills the Exchange of which is always unfavorable to the Remitter. I remain

Remain with great Respect

Gentlemen
Your most Obt. Servt.
Geo: Moubray

True Copy
Popham

Exchange for Pagodas 2000 at 7/6 p. Pagoda. Sterling £750-0-0

Honorable Gentlemen Fort St. George 4th Febry 1780

At thirty days sight of this my third Bill of Exchange (my first and second of same Tenor and date not being paid) please to pay to George Moubray Esqr. or his Order in London the Sum of Seven hundred & fifty Pounds at the rate of seven Shillings & Six pence Sterling. p. Pagoda the present Exchange at this place being for Purchasing Provisions and defraying the Contingent Expence and Charges for Victualling the Squadron of his Majesty's Ships under the Command of Rear Admiral Sir Edward Hughes as p. advice from

Honorable Gentlemen
your most obedient and
most humble Servant
Thos. More
Agt. Victr.

To
The Honble the Commissioners
for Victualling his Majesty's
Navy at their Office Tower Hill
London

I do hereby certify that the above was drawn by my Order for the necessary Victualling of his Majesty's Ships under my Command and that the Sum of two thousand Pagodas mentioned therein, was not taken up before proper Publication was made by the Agent Victualler given Notice of the same being wanted for the said Service. Given under my hand this 4th day of Febry 1780

Edw: Hughes

We do hereby Certify that the Exchange of seven Shillings & Six pence Sterling the Pagoda at which this Bill is drawn, appears to us to be grounded on a Tender of Money to the Agent Victualler to his Britannic Majesty's Squadron at that Rate being the present Rate of Exchange at this place, Given under our hands in Fort St. George this 4th day of Febry 1780

Thos. Rumbold
John Whitehill
Charles Smith

Fort St. George 4th Febry 1780

Honorable Gentlemen

I have this day drawn a Sett of Bills of Exchange on your Board for the Sum of Seven hundred and fifty Pounds Sterling payable to George Moubray Esq. or his Order in London at thirty days sight at the rate of Seven Shillings & Six pence Sterling p. Pagoda the present Exchange at

at this Place, Value Rec.d of the Said George Moubray Esq.r in
two Thousand Five Pagodas being for Purchasing Provisions and
defraying the Contingent Expences & Charges of Victualling the
Squadron of his Majesty's Ships under the Command of Rear
Admiral Sir Edward Hughes Knight of the Bath &c. and
I beg you will be pleased to honor the said Bill with Payment

Sam.l
Honorable Gentlemen
Your most Obedient &
most humble Servt.
Thos. More
Agt. Victs.

To
The Honble the Commiss.rs
for Victualling his
Majesty's Navy Treasurer &c.
London

Pay to Mess.rs Thos. Haddock & Co.
or order, value in account with
Mess.rs J. P. & Co.
Geo Moubray

a true Copy
Popham

Filed 17.th april 1792

The Surrejoinder of Thomas
Haddock by his attornies Josias
Dupre Prescot and Henry Readhead
Complainant and Rejoinder of George
Moubray Defendant

The said Complainant now and at all times here-
after Saving and reserving unto himself all and all manner of
benefit and advantage of Exception to the many Errors uncertaintes insufficiencies and imperfections in the Defendants
said Rejoinder contained for Surrejoinder thereunto saith that
his Replication and every part thereof is true certain and Sufficient in the Law to be Rejoined unto in manner and form as the
same are therein set forth, and that the said Rejoinder is very
Evasive Erroneous and insufficient in the Law and for Surrejoinder thereunto this Complainant saith that he denies the
Defendants Plea can possibly be or operate as a plea in Bar
for by his the Defendants own shewing all the pretended trust
up is a meer affair as for this Complainant says he is advised that a plea in Bar is collateral to the Bill and a plain
abatement is a waiver of the plaintiffs right and thereupon this
Complainant says that if any thing is meant by the Defend.t
in and by his said Plea this in abatement as it attempts
to waive this Complainants Right of action and further says
that the Defendant has expressly declared his purpose so to be
in as much as he has stated that this Complainant has no
right in himself to commence his present Suit because that
he was at the head of a House or firm of Haddock Smith
and Company and that the Wines for the Amount of which
he

he this Complainant has brought his suit was the joint property of the said House or firm and not the Sole property of this Complainant and thereupon he says that this Complainant had no right in himself to call him the Defendant in question without the concurrence and authority of his said other partners who he says Appear to him to be the only persons legally interested in the said Wines and in confirmation thereof refers to the Extract of a Letter which he pretends was addressed by Smith Taylor and Company, and to the Extract of a Letter said to have been addressed to him by this Complainant and therefore this Complainant says Notwithstanding anything to the contrary in the Defendant said Rejoinder Contained that if any thing is meant by his said plea it is a abatement for the want of Parties and the Defendant in and by his said pretended plea doth expressly pray the Judgment of this Honble Court in abatement to this Complainants said Bill and thereupon this Complainant says that the Defendants said Rejoinder doth operate against his said pretended plea for he therein says he does not plead in abatement but in Bar and further upon such plea says that it is not in this Complainants power by amending his said Bill to bring him to Judgment whereby the Defendant could insinuate that he may lawfully detain the amount of the said Wines to his own private use contrary to Equity and good Conscience for by the Defendants own shewing the said Smyth and Company, who Ever the parties may be have no right to and the Amount of the said Wines and by the assertions in his said Rejoinder Contained this Complainant cannot by any means either by amending the said Bill or otherwise obtain a Decree in account thereof, and this Complainant says he is advised that the plea of the Defendant is misconceived as a plea in abatement for want of parties / for in the first place he has not shewn who the parties ought to be, and in the second place he ought to have demurred and not pleaded a plea and lastly that by admitting the said pretended partnership does no longer Exist and that all the transactions and payments on account of the Wines in question have been with and made to this Complainant that he this Complainant is alone Entitled to bring his suit in this Honble Court for the recovery of the Amount remaining due and unpaid by the Defendant in the same manner as other persons have right to sue this Complainant for any sums he might be indebted unto them and this Complainant submits to this Honble Court that the assertions in the Defendants Rejoinder Contained that this Complainant by his actings and doings appears to have acted inconsistent with his duty to his former partner in not accounting with them for the property entrusted to his hands is altogether impertinent and irrelevant, and further if as the Defendant also asserts, this Complainant was or is accountable to his said partners they might have proceeded and may proceed against him either in this Honble Court or in any other of his Majesties Courts or they might have brought a suit against the Defendant for the matters in question if, as the Defendant asserts, they had any manner of right therein and this Complainant says that the Extract of the Letter said to have been written by this Complainant and quoted by the Defendant by no means impeaches but on the Contrary establishes this Complainants right for it refers to an Order to remit him this Complainant the amount of the Wines therein Mentioned and as the Defendant has not shewn because he could not shew any Objection made thereto at the time such Letter is said to have been written it is a Concurrent testimony that this Complainant is the only person entitled to

to call the Defendant to account and to whom the Defendant is alone accountable in the first instance; and if any person or persons has or have as the Defendant would insinuate any right or title in or to the premises he or they have like remedy against this Complainant and this Complainant further says that it appears by the Defendants own shewing Notwithstanding his assertions to the contrary in his said Rejoinder contained that he has not manifested his Intentions to Execute the trust Reposed in him without, as he would impress, throwing any difficulty so this Complainant says that had he the Defendant so manifested his intentions he would have paid the amount of the Wines in question many Years before the date of the said pretended Notification and protest in his said pretended plea and answer alluded to and in and by the said Rejoinder further insisted on whereas he has by Various pretences of public Exigencies and the Matters in no wise reasonable or just detained in his possession and withheld from this Complainant the Amount of the said Wines from the Year One Thousand Seven hundred and Seventy Nine as appears by the Exhibit B to this Complainants said Replication annexed, and although in and by his the Defendants Letter in Exhibit A to this Complainants said Replication annexed and frequently afterwards he the Defendant faithfully promised payment without delay and did afterwards apologise to this Complainant for having neglected to perform his said promises in a Letter by the Defendant addressed to this Complainant under date the sixteenth day of August and in the Year of Our Lord One Thousand Seven hundred and Eighty three and in Exhibit C to this Complainants said Replication annexed in the words following to wit "In Regard to your Complaint of the long delay in remitting your Money I must Confess you have too much cause to be displeas'd during which period that is to say from the said year One Thousand Seven hundred and Seventy Nine to the said year One Thousand Seven hundred and Eighty three the Defendant was not as in his said Rejoinder he says he now is interdicted in the premises nor did he then attempt as he now does to palliate his own unjust conduct towards this Complainant by the pretended improper conduct of this Complainant towards the said Smith Taylor and Company and this Complainant further says that he does not admit the fact as stated by the Defendant in the Exhibit to his said Rejoinder annexed purporting to be a Letter addressed to this Complainant under date the Eleventh day of February One Thousand Seven hundred and Eighty stating that he the Defendant had tendered the full amount of the proceeds of the said Wines to the agent Victualler of the ships of War then serving in India for Bills on the Victualling office in London to the whole amount of the account Sales of the said Wines and further this Complainant says the same is Contradicted by the Defendant himself in his said Letter in Exhibit C hereinbefore referred to for the Defendant therein says "In regard to your Complaint of the long delay in remitting your Money I confess you have too much cause to be displeased In my Letter of the 25th January 1782 I fully explained my situation which being affected by the Exigencies of the public Service has with those continued the same Ever since" and further this Complainant says that although the Defendant might not as he pretends the fact to be, but which this Complainant does not admit Defendant have been enabled to procure many Bills he might had he been so inclined have remitted the amount Sales of the said Wines remaining in his hands

hands by some other Channel and this Complainant says it appears by the Defendants own shewing that such other Channels of Remittance were open to him and that he might have remitted the Amount due to this Complainant through the Government of Fort Saint George in the beginning of the Year One Thousand Seven hundred and Eighty two but then he pretends he was incapacitated from so doing from the aid he had been obliged to give to the said Government which this Complainant says is a Contradiction in terms for if the Defendant had given and to Government it was by advancing Money and paying that money into their Treasury and it was for money paid into their Treasury that they granted Bills so that the Defendant in the aid not give to Government the said pretended he applied his this Complainants property to his the Defendants own private purpose But this Complainant humbly submits to this Honble Court that the several shewings of the Defendant of what he might have done in Justice to this Complainant or what he was prevented from doing by his own irregularity of Conduct is no wise pertinent or relevant to the matter in question as to the prime any Object of the present Suit which is to call upon the Defendant now to pay the Amount due to this Complainant and which he the Defendant attempts to evade by taking an advantage in the most palpable manner of his own wrong and this Complainant says that the pretend of the Defendant in his said Rejoinder Contained relative to the payment of Interest stands Compleatly by his own shewing upon the face of the pleadings by him Inserted in this Cause for it thereby appears that he did wilfully neglect to remit

remit to this Complainant the amount sales of the said Wines when he the Defendant had opportunities so to do, and did apply the same to his own private purposes and this Complainant says that although the Defendant pretends he was incapacited by the public Cause and that in such case it is fair to allow the same rate of Interest to the constituent which the consignee receives from the public yet this Complainant says it appear by the Defendants own shewing that he had sold all the said Wines in the Month of march in the Year of Our Lord One Thousand Seven hundred and Seventy Nine the one half of the amount for ready Money and the other half in Six Months and the public Exigencies as he pretends did not arise according to his own shewing until some time in the year One Thousand seven hundred and Eighty two, and Even then the Defendant as he by his own shewn was not incapacitated as he would insinuate by the aid he pretends to have given to the public from making a remittance to this Complainant but this Complainant says the Defendant not having any authority to employ this Complainants property in any way whatever other than by remitting the same to this Complainant did constantly press him the Defendant to do by the first opportunity and which the Defendant did as in and by his said Letters to this Complainant hereinbefore referred to undertake and faithfully promise to Comply with he ought not to have appropriated the same as he pretends he did to the public Exigencies upon the well known precept that a man ought to be Just before he is generous, and therefore this Complainant submits to this Honble Court and humbly insists thereon

therein that he is Entitled to the Interest on his money agree-
-ably to the rate of Interest allowed in the place where his
said Money was and now is by this Defendant employed
as aforesaid and this Complainant denies that the
publick Exigencies so repeatedly urged by the Defendant
could have a preference over this Complainants property to this
Complainant himself as the Defendant has unjustly preten-
-ded the Case to be and thereupon and for the several Reasons
herein before and in this Complainants said Repliciation
set forth this Complainant Says in opposition to the sugges
-tion of the Defendant repeatedly insisted on to the contra
-ry that the whole of the Defendants conduct as Consigne
as aforesaid is irregular and improper and contrary to every
principal of Justice and Equity and this Complainant
says that the pretended Notification and protest under
which the Defendant would fain shelter himself from
the just claims of this Complainant are absurd impe-
-pertinent and irrelevant and although the Defendant
has stated the fact to be otherwise yet this Complainant
says he will shew the truth to be that the said Wines
for the Amount of which this Complainant has institu-
-ted his present suit were and are the sole property of
this Complainant and as further proof thereof this Com
-plainant prays leave to refer to a Declaration Extracted
from the Public Registry of Notaries Royal at
L'Orient in the Kingdom of France and whereof
a Copy marked D is hereunto annexed for the inspection
of this Honble Court to which this Complaint begs
leave to refer and prays the same may be taken as part of
his Surrejoinder the Original being ready to be produced when
required and which declaration shews that the Wines in ques-
-tion were purchased from this Complainant by Messieurs
Pequet and Company in the Defendants Rejoinder named,
that the said Messieurs Pequet and Company had given
their Note to this Complainant for the amount thereof payable
in London at twenty Months and that for the better security
the same to this Complainant they the said Messieurs Pe-
-quet and Company had Hypothecated the Wines obtained by
them so purchased from this Complainant as aforesaid and
this Complainant says that the fact is further Corrobora-
-ted and established by an Extract from the Registry of
Protests of Bills of Exchange and Notes formerly belonging
to M. Abraham Agies late of the City of London Notary
Public deceased whereof a Copy marked E is hereunto an-
-nexed for the inspection of this Honble Court to which this
Complainant begs leave to refer and prays the same may
be taken as part of this his Surrejoinder the Original being
ready to be produced when required and which Extract contai-
-ned a protest in the Name of this Complainant against the
Drawers of the said Bill and lastly this Complainant
denies the upright intentions so boasted of by the Defendant
and Says that his conduct to this Complainant has been and
is very Vexatious and unjust and oppressive much to the
wrong and injury of this Complainant and Such as this
Complainant humbly trusts will meet the severe repre-
-hension of this Honble Court and be marked with Exem-
-plary Costs

All which matters and things this Complainant

Complainant will ever maintain and prove as this Honble Court shall direct and humbly prays as in his said Replication and Bill of Complaint he hath already prayed

Stuart Hall
Jno Hamilton } Attys for Compt.

D

Copy Stamp

11 8br 1776

Before the Royal Notories of the Seneschaussee
[illegible] residing at L'Orient, undersigned, were
present M. Jean Claude Reguett & Company Merchants
and dwelling at L'Orient, Street Lurance Parish
of Lews who declared before us to have brought from
M. Thomas Haddock Merchant at London by themeans
of M. Casey Merchant at L'Orient two hundred Ninety
pipes of Madeira Wine for the Sum of One hundred
thirty One Thousand five hundred Sixty Livres tournois
for which sum the above Comparants have signed their
note under date of the tenth instant payable in London at
twenty months to the order of the said M. Thomas Had-
dock and the Comparants being willing to the said Had-
dock the utmost security for the payment of the said
Sum of One hundred thirty One Thousand five hundred
Sixty Livres tournois they have declared to have cheerfully
and mortgaged all their Goods present and future and
particularly the said two hundred Ninety pipes of Wine
which they have taken on board the Carnatick Captain
M. Beaulieu Delaunay at present taking in his Cargo
in the port of this City of L'Orient or else their produce
which their agents in India will be ordered to deliver to
him without objection, whether in Bills of Exchange or
Respondentia Bonds and to appropriate to the payment
of the above Sum the above produce, the above named
Declarants willing and meaning that the said Two hun-
dred Ninety pipes of Madeira Wine also that their pro-
duce in India shall be considered to belong to the said
M. Thomas Haddock and be specially mortgaged to
him until their above said Bill of One hundred thirty
One Thousand five hundred Sixty Livres tournois shall
be duly and lawfully paid, without that any person
whatever except the said M. Haddock can have any
right or make any Claim thereto which the said Complai-
nants have thus agreed and consented to — of all which
we made an act of Registry at their request to be Valed
and used as it may Concern done and Executed at L'Orient
of Le Guenil Royal Notary under the Signature of the
above Comparants this tenth day of October One Thousand
Seven Hundred & Seventy Six Signed in the Minute J. C.
Reguett & Co Geoffroy Notary Royal de Guevat other
Notary Royal in possession of the said Minute Examined
at L'Orient the twenty fourth of the said Month of October
by Bouvard who was Received two hundred forty Livres
Sixteen Sols —

Geoffroy
Nre Royal

Le Guenil
Nre Royal
translation from the french
Signed / A. Dulby Interpreter That

That the foregoing is a true Copy I the under written Notary do hereby attest under my Notarial form and Seal in London this 23d. June 1791.

L.S. In Testimonium Veritatis

T. Atkinson Not. Pub.

Thomas Morton Esqr. Secretary to the Honble United East India Company do hereby Certify to whom it may Concern that Tobias Atkinson, who hath Signed the foregoing act, is a sworn public Notary practising in this City, and that to all acts by him so signed, full Faith and Credit is and ought to be given in Judicature and thereout. In Testimony whereof he hath hereunto set his hand in London this 23d. day of June 1791.

Thos. Mortone

L.S.

A true Copy

Stuart Hall
Jno. Hamilton } Attys for Compt.

E

Stamp

From fo. 149 of the Registry of Protests of Bills of Exchange and Notes marked K Commenced the twentieth of February 1778. and ended the fifth of February 1779 formerly belonging to the deceased M. Abraham Ogier Notary

Notary at London at present deposited in the office of his Successors Mrs. Joshua Ogier and David Gillieron notaries at London hath been Extracted as follows

First

Good for £ 131.5.0 Tournois —

In twenty Months we will pay this First to the Order of Mr. Thomas Haddock in London the sum of One hundred thirty one Pounds five hundred Sixty Livres Tournois Value Received in Goods L'Orient the 10 October 1776 —

Jc. Piquet & Co.

On this thirteenth day of June in the year One Thousand Seven hundred and Seventy Eight Before me Abraham Ogier Notary and Tabellion Royal & Public at London duly admitted and sworn and in the presence of the Witnesses hereafter named appeared Mr. Thomas Haddock residing at London holder of the note or promise whereof the above is a Copy who declared that altho the said Note is payable to him in this City of London and is actually due, that nevertheless he had neither order nor means for the payment of it nor knows when where to procure payment of it in this City wherefore the said Gentleman appearing had requested me to protest as by these presents I do solemnly protest as well against the Drawers of the said note as others to whom it shall belong for Exchange Re Exchange and all expenses losses and Interest sustained and to be sustained for default of payment of the said Note, done and protested at London aforesaid in the of Jean Dupuy and David Gillieron Gentlemen

Guillonmeau Witness to this request.

Costs 5/6.

In præmissorum fidem

Abra.m Ogier

Not. Pub.k 1778.

(L.S.)

I the undersigned Notary Certify the above Extract conformable to the said Registry at London the 21st. June 1795.

David Guillonmeau

Not. Pub.

true Translation from the french

(Signed) H. DuPuy

Interpreter

a true Cpy

Stuart & Hall

Wm. Hamilton } Attys for Compl.t

Filed 16. May 1792.

The Rebutter of George Mowbray attorney to Richard Joseph Sullivan to the Surrejoinder of Thomas Haddock by his attornies Inias Dubois Porcher and Henry Readhead.

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 Evil uncertainties and insufficiencies in the Complainants said Surrejoinder contained for Rebutter thereunto saith that his Rejoinder and every part thereof is true certain and Sufficient in the Law and that the Surrejoinder of the Complainant is evasive and insufficient in the Law and only Calculated to shew the Sedigious disposition of the Complainant who ought to have joined Issue upon the Rejoinder And for further Rebutter this Defendant absolutely denies that the Wine in question was the Repliants sole Property notwithstanding his Assertions to the Contrary in his said Surrejoinder contained for the Contrary appears by his own acts and under his own hand Writings as are fully stated and inserted by this Defendant in his Answer and Rejoinder and therefor and for several other Substantial Reasons as set forth in this Defendants Answer and Rejoinder this Defendant saith that it was necessary for the Defendants safety as he has received a formal Notice from the said Smith Taylor and Company not to Pay the Repliant without their Authority that the Repliant should procure such Authority before this Defendant can safely pay him. And for the reasons set forth in his Answer and Rejoinder he still insists that he should not pay an higher Rate of Interest than Eight per Cent.

This Defendant lastly saith that the mortgage Instrument for the of the said Wines set forth in the Surrejoinder does not prove that the Wines were the exclusive Property of the Complainant because it is to be presumed from the proceedings of Smyth Taylor and Company in the Premises that they had a joint Interest therein and that the Complainant assumed an exclusive Property without having any just Right so to do.

All which Matters and things this Defendant

Defendant is ready to Aver Maintain and prove as this Hon'ble Court may direct and therefore Prays as in his Answer and Rejoinder he hath already Prayed.

Popham
Atty for Defendt

Interrogatories to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now depending and at Issue in the Hon'ble the Mayor's Court at Madraspatnam wherein Thomas Haddock by his Attornies Josias Dupre Corcharn and Henry Readhead is Complainant and George Monk, Atty of Richard Joseph Sulivan is Defendant. On the Part and behalf of the Defendant.

To all the Witnesses — 1st Do you Know the Parties Complainant & Defendant in the title of these Interrogatories named or either & which of them. If yes, how long have you so known them, neither and which of them declare.

To Charles Barry — 2d Have you or have you not Received several Letters from Smyth Taylor and Company of Madeira Merchants. If yea, are you or are you not acquainted with their Signature of Smyth Taylor and Company. If yea, Look at the paper writing now produced and shewn to you at this the time of your Examination Marked A purporting to be a Letter from the said Smyth Taylor and Company to Charles Oakeley and the Defendant as the Attorneys of Richard Joseph Sulivan is or is not the signature of Smyth Taylor & Co" thereunder written the proper Signatures of the said Smyth Taylor and Company or one of them as acting for the partnership or Firm of Smyth Taylor and Company.

To Do — 3d Were you or were you not joint with Alexander Murdoin or whom else empowered by the said Smyth Taylor and Company to settle with the Defendant on account of the Balance due by him from the Proceeds of a Certain Consignment of Madeira Wine as mentioned in the said Letter if you whom were you so empowered and what did you do in consequence

To Do — 4th Did you or did you not on the fifteenth day of July which was in the Year One thousand Seven hundred and Eighty Seven or when else do Instruct Stephen Popham one of the Attorneys of this Hon'ble Court to write a Letter to the above named Defendant, If yea, were you or were you not at that time or when else the Attorney of Thomas Gordon of Spring Street London

Look at the paper writing now produced and shewn to you at this the time of your Examination Marked B purporting to be a Letter from the said Stephen Popham to the said Defendant was or was not the whole or any and what part of the said Letter written by the said Stephen Popham in conformity to your Instructions. Did or did not the Defendant on Consequence of the said Letter stop all further Remittances to the Complainant or how otherwise

To Do — 5th Have you or have you not mentioned in the above Letter that you are in possession of a Certified Extract of a Letter from the Complainant to the House or Firm of Haddock Smyth and Company. If yea, by whom was the same Certified

Certified and what are the Terms thereof

To Dr

6th Did you or did you not consider that the said Thomas Gordon when he wrote to you the above Letter acted therein from Special authority from the said Smyth Taylor and Company and what authority or Power did you receive from the said Thomas Gordon to act in the Premisses

To Dr

7th Do you or do you not know or believe that Smyth Taylor and Company are Successors to the House of Haddock Smyth and Company and do You or do you not know or in your conscience believe that Smyth Taylor and Company ought to receive the Ballance of the said Proceeds now in the hands of the Defendant or how otherwise

Last Interrogatory

8th Do you know of any other Matter or thing touching the Premises whereof you will set forth any thing touching the Matter in Question in this Cause that may tend to the benefit or advantage of the Defendants If yea Declare the same as you know have been informed or do believe together with the Reason of such your belief as fully as if you had been thereunto particularly Interrogated

Popham
Atty for Defendant

Charles Oakley & George Aubrey Esqrs
Attornies of Richard Joseph Sullivan Esqr
in Madras
} Madeira 15th March 1785

Gentlemen

We take this opportunity to advise you, that in the Month of June 1776 we shipped under the Firm of Haddock Smyth & Co on board the Ship Capt John Lamb for Bengal Three Hundred Pipes of choice Madeira Wine in Hamper Casks with twelve Iron Hoops each, marked P on our own account & addressed to Messrs

Paley Thompson Esqrs which arrived safe at said Port the 8th July, as per said Mr Paley's Letter of advice dated under 12th of same Mo July 1776. And Mr Paley afterwards disposed of the whole of the above Wines to Messrs Le Picquet & Co at Orient, payable at certain Periods, who shipped them on the Carnatic for Madras consigned to Richard Joseph Sullivan Esqr there But as Messrs Picquet & Co afterwards finding it more convenient to them that the Wines should be sold at Madras for our Accounts, ordered Mr Sullivan to remit their Proceeds to our then Agent Thomas Haddock at London, who we heard has already received One Thousand Seven Hundred Pounds Sterling, as part of the Proceeds of said Wines the Remainder we are also informed that you were obliged to leave out on the Emergency of the War to the Company whereof it still lies in your Hands. But as our former Partner & Agent Thomas Haddock has never rendered us any Account of those Wines nor of other matters of much more consequence, which we commenced to his care for a number of Years past, altho' we have used our best endeavors without effect to bring him to a settlement. We have to request the favor of you not to remit him One Shilling on Account of the Wines, as they are entirely our property, but that you will be pleased to remit their Proceeds to our friend Thomas Gordon Esqr in London for our Account, or if this cannot be effected that you will deliver the Ballance either in the Company's Bill or in Cash to Messrs Charles Birney & A. Aberdein, who we have taken leave to trouble with our full powers of Attorney to settle this transaction in the speediest manner for our interest We shall take it as a favor your advising us from London the result of this our application, under cover to Thomas Gordon Esqr No 29 Piccadilly Street Rathbone Place London,

and

And Remain with the greatest Respect

Gentlemen

Your Most Obed. Hble Servts

Smyth Taylor & Co.

P. S. We entered advising
Mr. R. Joseph Sullivan the
nad fall upon this our Claim;
Sending him copy of the same
Letter to you, with the necessary
Vouchers & to support our claim.
We are Sirs &c. S. T. & Co.

This Exhibit marked A was shewn to Charles Binny Esqr. at the time of his Examination before me in the Part of the Defendant in a Certain Cause now depending in the Hon.ble the Mayor's Court of Madras wherein Thomas Haddock by his Attorneys A. D. Cowper and Henry Rodbread is Compl.t & George Moubray of said Place Esqr. is Defendant was on the 26th day of July Anno Domini 1792.

Thos. Carry
Esqr.

To George Moubray of
Fort St. George Esquire

Sir

I am instructed by Mr. Charles Binny as Attorney of Mr. Thomas Gordon of Bevis Court London to shewe to you that in your Letter to Mr. Thomas Haddock under date from Fort St. George the 15th of September 1777 you acknowledge the receipt of some Madeira Wine which came in the Cornatick consigned by Messrs. S. & Co. Peiguet & Co. of St. Ayent to Mr. Richard Joseph Sullivan in his absence to Messrs. Russel & Scurd an that Messrs. Russel & Scurd on being ordered home the care of the Madeira

Madeira enclosed to Mr. Charles Oakely and you as the Attys. of Mr. R. J. Sullivan — That as the acting attorney the immediate Charge was entrusted to you, that you would use yr best endeavours to effect the Sales with the strictest regard to the Interest of Messieurs Peiguet & Co. and that the Proceeds should be remitted to Mr. Haddock according to the Instructions given in the Letter to Mr. Sullivan of the 1st Nov.r 29th & 28th Jan.y and 21st Feby 1777.

I am further to observe to you that by a letter from Messrs. Smyth Taylor & Co. dated Madeira 15th March 1785. and addressed to Messrs. Chr. Oakely and you as Attys. of Mr. R. J. Sullivan — they noticed the above as also the Instructions of Messieurs Peiguet & Co. to remit the Neat Proceeds to Mr. Thomas Haddock then at London with three pipes had already received One Thousand Seven hundred Pounds Sterling as part of the proceeds of the said Wines —

Messrs. Smyth Taylor & Co. then observed that as their former Partner and Agent Thos. Haddock had never rendered them any account of those Wines or of matters of much more consequence committed to his Charge for years past, as tho they had used their best endeavours to bring him to a Settlement, they request you will not remit Mr. Thos. Haddock a Shilling more on account of those Wines (they being entirely their Property) but that you will be pleased to remit their Proceeds to their Friend Mr. Thomas Gordon in London for their Account, or if that cannot be effected, that you deliver the Balance either in Company Bills or in Cash to Messrs. Chas. Binny & R. Oakeley who had their Orders to settle the Matter in the speediest manner for their Interest —

Mr. Binny as in pursuance of a Certified Copy of Attorney Colrys Lre dated L. Arcott the 12th July 1776 and addressed to Messrs. Haddock Smyth & Co. which acknowledges the

the receipt of 300 Pipes of Madeira Wine (being the very same Wine
Consigned by Messrs. Picquet & Co to Mr R. J. Sullivan & Co. and
which came into your possession and Management as above
stated)

Mr. Binny has also exhibited Extract of a
Letter from Mr Thomas Haddock to Haddock Smyth & Co.
at Madeira under date from London the 4th December 1786.
in the following words —

"Our Wines are gone in the Comatie consigned
to the Hon.d Joseph Sullivan Esquire Secretary to the Council
at Madras with orders to remit me their Produce" —

Mr. Binny has also a Joint & Separate Pow.r
from Messrs. Smyth, Taylor & Co. of Madeira dated
21st March 1795 empowering him and Mr. Rot. Aberdein
to demand from Mr. Oakley & you as the attys. of Mr R. J.
Sullivan an Acct. Sales of these 300 Pipes of Wine and to pay
them the proceeds. —

Mr. Binny is also in possession of a Bill
of Exchange drawn by the above named Smyth Taylor & Co.
on Messrs. Clongan Pollard & Cooper London under date from
Madeira the 9th of October 1784 for £ 348 Sterling to the order
of Mr. Thomas Gordon, which is protested, and for reimbur-
sing the Amount whereof Messrs. Smyth Taylor & Co desired
the remittance of the Balance in your hands on Acct. of the sales
of Madeira, to be made to Mr. Thomas Gordon of London. —

Under the above circumstances and in con-
sequence of a Letter of Request from Mr. Thomas Gordon to
Mr. Binny dated London the 15th Feby 1787. I am Instruc-
ted to stop and effect the Acct. Sales of the Madeira in question
and

and that you will paid into the hands of Mr. Charles Binny
as the atty of the House of Smyth Taylor & Co. of Madeira (the
same Smyth being the partner of the House of Haddock Smyth
& Co.) the neat Amount of those Sales with the Interest from the
time such Sales were made, on receipt whereof Mr. Binny will
give you a proper discharge. —

It however you should not think your self warran-
ted to had it with the proceeds to Mr. Binny without an Authority
from Mr. Haddock for that purpose I beg you will consider this
Letter as a formal Notice to you not to part with the Balance
in consequence of any order from Mr. Haddock unless such or-
der be for Acct. of Messrs. Smyth, Taylor & Co. whose wine it is. —

I am
Sir your very obt.
Hble Servt
Boyham

Madras
July 15th 1787

This Exhibit marked B was shewn to Sh.d Binny Esquire
at the time of his Examination before me on the Part of the
Defendant in a Certain Cause now depending in the Hon.ble
the Mayor's Court at Madraspatnam wherein Sh.d Haddock by
his Attornies J. D. Brooker and Henry Redhead is Complai-
nant and George Moubray Attorney of Rich.d J. Sullivan
a Defendant was on the 26th day of July Anno Domini
1792 —

Sh.d Parry
Esq.

Mayors Court at
Madraspatnam

Between Thomas Haddock by his Attornies Josias Dupre Porcher and Henry Rashead is Complainant and George Moubray Attorney of Richard Joseph Sulivan is Defendant.

On the Part of the Defendant.

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

Charles Bonny Esqr. of Madras Aged forty three Years or thereabouts being produced as a Witness in this Cause On the Part of the Defendant was on the Twenty sixth day of July One Thousand seven hundred and Ninety two Sworn & examined at the Office of Messrs. Hall and Hamilton who are Attornies for the Complainant by Casavah my Servant who also left them a Note of the Name title and place of abode of the said Deponent and afterwards on the same day being sworn and Examine deposeth as followeth.

1. To the first Interrogatory this Deponent saith that he doth not know the Complainant Thomas Haddock in this Cause but that he doth know the Defendant George Moubray in this Cause and that he hath so known him twenty Years or there abouts and more he saith not to this first Interrogatory.

2. To the second Interrogatory this Deponent saith that he hath received a letter from Messrs. Smyth Taylor & Co. of Madeira addressed to Mr. Alexander Murdoch enclosing a Power of Attorney from those Gentlemen to him this Deponent and the said Mr. Alexander Murdoch and that he is so far acquainted with

3. With the Signature of Smyth Taylor & Co. This Deponent hath looked at the Paper Writing now produced and shewn to him at this the time of his Examination marked A purporting to be a Letter from the said Smyth Taylor & Co. to Charles Oakeley and the Defendant as the Attornies of Richard Joseph Sulivan and says that the Signature of Smyth Taylor & Co. thereunder written appears on comparing it with the Signature affixed to the above mentioned Letter and Power of Attorney to be the proper Signature of the said Smyth Taylor & Co. or one of them as acting for the Partnership or Firm of the said Smyth & Co. and more he saith not to this second Interrogatory.

To the third Interrogatory this Deponent saith that he was empowered jointly with Mr. Alexander Murdoch by the said Smyth Taylor & Co. to settle with the Defendant an account of the balance due by him from the proceeds of certain Consignment of Madeira Wine as mentioned in the said Letter. This Deponent saith that he was so empowered by the Letter of Attorney abovementioned dated Twenty sixth March One Thousand Seven Hundred and Eighty four and that he did on receipt thereof apply to Mr. George Moubray to settle the said demand who gave this Deponent a letter addressed to Messrs. Smyth Taylor & Co. saying that he had referred the matter to Mr. Sulivan who was in England and that they must expect to hear further respecting it as he could do nothing till the matter was settled between the concerned as Europe and more he saith not to this third Interrogatory.

4. To the first Interrogatory this Deponent saith that he did believe some time in the Spring of the Month of July One Thousand Seven hundred and Eighty two to the best of this Deponents Recollection at the Request of Mr. Popham one of the Attornies of the Court the Mayors Court to write a letter to the abovementioned Defendant and that

that he was at that time the Agent of Thomas Gordon of Percy Street London. This Deponent hath taken at the Paper Writing now produced and shewn to him at this the time of his Examination Marked B purporting to be a Letter from the said Stephen Capham to the said Defendant and that the whole of the said Letter was written by the said Stephen Capham in conformity to his immediate Instructions and that the Defendant did in consequence say that untill the relative Situation of Mr. Haddock with his former Partners Messrs. Smyth & Co. was ascertained he would not part with the Money to any Person and more he saith not to this fourth Interrogatory.

5th To the fifth Interrogatory this Deponent saith that he knows the above Letter that he had then in his possession a certified Extract of a Letter from the Complainant to the House or Firm of Haddock Smyth & Co. and that the same was certified by Charles Murray Esq. His Brittanick Majesty's Consul General in the Island of Madeira and that the Letters thereof in question were to follow our Wines are gone in the Carnatick consigned to Richard Joseph Sulivan Esq. Secretary to the Council at Madras with orders to remit me their produce and more he saith not to this fifth Interrogatory.

6th To the sixth Interrogatory this Deponent saith that he received a Letter from the abovementioned Thomas Gordon dated London 15th February 1787 Enclosing a protested Bill of Exchange drawn by Smyth Taylor & Co. on Messrs. Clogan Pollard & Cooper London for three hundred and forty Eight Pounds Sterling and that he was directed by the said Thos. Gordon to attach the property in the hands of Mr. Maubray to the amount of the said Bill and more he saith not to this sixth Interrogatory.

7th To the Seventh Interrogatory this Deponent saith that he doth not know whether Smyth Taylor & Co are or are not successors to the House of Haddock Smyth & Co and this Deponent saith that he doth not know nor can he pretend to say whether the said Smyth Taylor & Co ought or ought not to receive the Balance of the said Proceeds now in the hands of the Defendant and more he saith not to this or the last Interrogatory.

Charles Berry

Thos. Berry

Ex.

Dr. { Geo. Maubray Esq. at Madras Mar. to Rt. J. Sulivan Esq. in account with Thomas Haddock } Cr.

1778 Dec.	12	To Sundry Invoices of Wines as per Contra	Pagoda	5444	33	1779 Jany	5	By Bill on Clogan Pollard & Cooper London	1779	340
1780 Octr.	11	To Gross Proceeds of sundry Adventures	Pagoda	1697	19	1780 Jany	11	By Bill on Do.	1780	1697 19
1781 Decr.	11	To Gross Proceeds of sundry Adventures	Pagoda	4763	01	1781 Jany	11	By Bill on Do.	1781	4763 01
			Pag. Dat	1944	07					

Mayors Court at Madraspatnam

Tuesday the 20th day of May Anno Domini 1794.

Present

Henry Chichley Michell Esquire Mayor
James Call _ Andrew Ross and _
John Mitford _ Aldermen

Between Thomas Haddock of Chelsea in the County of Middlesex Gentleman by his attorney Josias Dudley Cocker and Henry Readhead of Fort Saint George Esquire Complainant and George Mowbray also of Fort Saint George Esquire as attorney of Richard Joseph Sulivan late also of Fort St. George but now of London or elsewhere Esquire Defendant.

This Cause coming on to be Heard and Debated this day in the presence of the Attornies on both sides on reading the Complainants Bill with Copy of an Account Current annexed the Defendants Plea and Answer, the Replication, the Rejoinder, the Surrejoinder, the Rebutter, the Interrogatories and Deposition on the part of the Defendant with Exhibit marked A and B annexed One Exhibit on the part of the Complainant On Hearing the pleadings made read by the attornies and on due consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the

Filed the 20th March 1793

To the Honble the Mayors Court at Madraspatnam

Humble Complaining Sheweth unto this Honble Court Your Orator Martinus Meekern of Patavia in Merchant by his Attorney Daniel Edwards Gardner of Pulicatt by his attorney Dudley Cocker of Fort Saint George Merchant That William Kaspar and Peter Vet, Jacob Dudley Cocker Thomas Readhead and Henry Readhead, Robert Nash, Benjamin Roebuck and William Nash, Daniel Innes, George Chalmer, George Garrow, Miguel Soares James Scrimshaw, Samuel Moscartick Moorat, Adrian De Fries, Peter De Fries Junior Thomas de Fries, and Francis Lautier of Fort Saint George aforesaid Merchants Composing the Madras Insurance Company hereto for Represented by Edward Garrow James Lawson and Robert Clark acting as a Committee for the said Madras Insurance Company stand indebted unto Your Orator in the full and just Sum of Eleven Thousand four hundred and Eighty six Star Pagodas Fourteen Fanams and Thirty four Cash Current Money of Madras making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four thousand four hundred and Ninety four Pounds Ten Shillings and Seven Pence or thereabouts as will more fully and

the full and just sum of Six Thousand Six hundred and Forty two Pagodas and Thirteen Fanams / Pagodas 6642 - 13 - - / being the Amount acknowledged by the Defendants Answer together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit - - -

at large appear by the Copies of a Policy of Insurance and of an Account Current 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 the Possession of your Orators said Agent and ready to be produced to this Honble Court when required which said Policy of Insurance is signed by the said Edward Garrow James Landon and Robert Clerk acting for the said Madras Insurance Company and your Orator sheweth that having had Occasion to send to Chinsurah One of the Dutch Factories at Bengal in the Month of March which was in the Year of our Lord One thousand Seven hundred and Ninety a certain quantity of Chank he agreed with John Elliot Master and Commander of Snow Croft then at Colombo to sail from Colombo to Tuticorin and there to take a Cargo on Freight in the said Snow Croft on Account of your Orator Consisting of three Lacks of Chanks and after Completing the said Cargo to Come back to Colombo to Receive Letters on board and thence to proceed to Bengal with the said three Lacks of Chanks to Isaac Titsingh Esquire Chief of Chinsurah and your Orator further sheweth that the said John Elliot accordingly sailed from Colombo to Tuticorin and received on board the said Snow Croft the said quantity of three Lacks of Chanks from your Orator and signed Bills of Lading for the same under date the fourth day of the said Month of March and your Orator further sheweth that he got the said Chank Insured at Madras for the Sum of Nine thousand seven hundred and forty one Pagodas being the Value of the said Chanks in the Name of your Orator as by the said Policy may appear And your Orator further sheweth that the said Snow sailed from Columbo with the said Cargo of Chank on board with Intention as your Orator supposed to proceed directly to Bengal but in pursuing her destined Voyage the said Snow was lost near Covings of which Notice was in due time given to the Secretary of the said Madras Insurance Company but previous thereto the said Vessel touched at Madras where part of the Chank was removed to another Vessel then at Anchor in the Roads of Madras and the same having arrived safe at Bengal was sold for the Account and Benefit of the said Insurance Company and Credit accordingly given for the same with said Account hereunto annexed and your Orator therefore Charges the said Madras Insurance Company are bound to make good their Insurance 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 Eleven thousand four hundred and eighty six Pagodas fourteen Fanams and thirty five Cash

But now so it is and may it please this Honble Court the said William Balfour and Oliver Colt, Isaias Dubre Porcher Thomas Readhead and Henry Readhead, Robert Wolff, Benjamin Roebuck and William Abbott, Daniel Ince, George Chalmer, George Garrow, Miguel Joannes, Jacob Anatoon, Samuel Moscartich Mennet, Adrian de Fries, John de Fries Jeunes, Thomas de Fries and Samuel Lautour obstinately and wilfully refuse 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 therefore that the said William Balfour and Oliver Colt, Isaias Dubre Porcher Thomas Readhead and Henry Readhead, Robert Wolff, Benjamin Roebuck and William Abbott, Daniel Ince, George Chalmer, George Garrow, Miguel Joannes, Jacob Anatoon, Samuel Moscartich

Moscartish Mirrat, Adian De Fries, John de Fries Junior, Thomas De Fries and Francis Lautour may upon their Respective and Corporal Oaths full true direct and perfect answer make to all and singular the Matters and things herein before set forth and alledged, as fully truly and effectually, to all intents and purposes as if the same were here again Repeated and particularly interrogated and that they may be Decreed to pay into your Orator the aforesaid Sum of Eleven Thousand four hundred and eighty Six Pagodas Fourteen Fanams and Thirty 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 William Balfour and Oliver Colt, Josias Dupre Porcher Thomas Redhead and Henry Redhead, Robert Wolf, Benjamen Roebuck and William Abbott, Daniel Ince George Chalmer, George Garrow, Miguel Isaamel, Jacob Aratoon Samuel Moscartish Mirrat, Adrian De Fries, John De Fries Junior Thomas De Fries and Francis Lautour to be Summoned and Required by the Sheriff of Fort Saint George Town of Madras and 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 Meete.

Madras 20th March 1743

Bosham
R Williams
Attys for Compt.

This Bill was shewn to me
between the Days of adjournment
Let a Summons Issue returnable
next Court day.

Jno Mitford
Mayor

In the Name of God Amen. Nathaniel Kinderslay of Fort St George Esqr on Account of Mr Martinus Mikern, Chief of Tutecorin as well in his own name as for and in the name and names of all and every other person or persons to whom the same doth may or shall appertain, in part or in all, doth make Assurance and coventh himself and them, and every of them to be insured, lost or not lost at and from Tutecorin to the Port of delivery in Bengal River, with liberty to proceed to Colombo, to receive Letters on board upon the Body Tackle Apparel Ordnance, Munition Artillery, Boat, and other Furniture, also the Goods and Merchandizes of and on the good Snow or Vessel called the Crafts Barthen Tons, or thereabouts, whereof is Master under God for this present Voyage Captain Elliott or whosoever else shall go for Master in the said Snow or by whatsoever other name or names the said Snow or the Master thereof is or shall be named or called; Beginning the adventure upon the said Bottom Goods and Merchandizes whatsoever from and immediately following the Loading thereof on board the said Snow and so to continue and endure until the said Snow with all her Tackle, apparel, Ordnance, Munition Artillery, Boat and other Furniture, also her Goods and Merchandizes shall be arrived at her Port of delivery as above mentioned and the same be safely delivered from on board of her. And it shall be lawful for the said Snow in this Voyage, to proceed and sail to, and touch and stay at any Ports and Places whatsoever for necessary Refreshments or Repairs without prejudice to this Insurance, the said Snow and the Goods and Merchandizes laden thereon, for so much as concerns the assured, are and shall be rated and valued by agreement at Nine thousand seven hundred and forty one (9741) Star Pagodas in Exchange

N.o 441.

for 11300 Rd Porto Nova Pagodas at 16 p.r Cent Batta Touching the adventures and Perils which we the asurers are contented to bear and do take upon us in this Voyage, they are of the Seas, Men of War, Fire Enemies, Pirates, Rovers, Thieves, Jettizons, Letters of Mart and Counter Mart, Surprizals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People of what Nation, condition or Quality soever, Barretry of the Master and Mariners, and of all other Perils, Losses and Misfortunes, that have or shall come to the Hurt, Detriment or Damage of the said Snow and her Cargo, or any part thereof and in case of any Loss or Misfortune, it shall be lawfull for the Assured their Factors, Servants and Assigns, to use, labour and travel for, in and about the Defence, safeguard and Recovery of the said Snow and her Cargo, or any part thereof without prejudice to this Insurance, to the charges whereof We the asurers will contribute and it is agreed by us the asurers that the Writing or Police of Assurance shall have as much force and effect as the surest Writing or Policy of assurance made in London and so we the Asurers are contented and do hereby promise and bind ourselves, our Heirs, Executors, Goods and Chattle, to the Assured, their Executors, Administrators and Assigns, for the true performance of the premisses, confessing ourselves paid the consideration due unto us for this Assurance at and after the rate of five per Cent and we the Asurers do covenant, promise and agree, and oblige ourselves, our Heirs Executors, Goods and Chattles in case of the said happening (which God forbid) to satisfy and pay the sums of Money by us assured upon the abstract of Two per Cent and no more. Provided always that we pay the Sums of Money as assured at the Expiration of Six Months after proper Notice thereof being given to us

the Asurers, otherwise no abatement whatsoever to be made but to pay the full Sums, any use or custom to the contrary notwithstanding and it is hereby further agreed that if any difference or dispute shall arise between the Assured and we the Asurers it shall be referred to arbitration and the Assured on the ones Part, shall name one or two proper Persons for Arbitrators and we the Asurers on the other part shall do the like, either party having the Option to prefer the greater number, to which the other Party must conform, that such two or four Persons so chosen not agreeing on an Award shall call in a third or fifth Person to determine by the Judgment, Award and Determination of which two or four Persons, or three or five Persons, or the Major part of them the said Assured and we the Asurers shall be finally bound In Witness whereof We the Asurers have subscribed our Names in Fort St. George the 16th Day of October 1790 Ninety

N. B. fourteen days only are allowed to land the Property after the Ships arrival.

An Exception is hereby declared against any Robberies that may be committed by any Europeans or Country Powers and against any Risk or Detention of the Government of Whatever Nature, Name or Degree which Risks are to be borne by the Assured and not by the Asurers any thing herein before contained to the contrary notwithstanding

Vessel and Freight free of Average under Ten per Cent if the Vessel be Stranded Ships Provisions of all kinds are to be at the Assurers Charges unless general or the Ship be Stranded Salt, Sago, Rice, Wheat and Seed are warranted free from average under Ten per Cent and all other goods free of Average under five per Cent unless general or the Ships be stranded

This Insurance is declared to be on Chanks

Edw.d Garrow
J. Landon
Robert Clerke

For the Madras Insurance Company
Ex.d J. De Fries

Alex.r Boyham
R. Williams

Filed the 2 July 1793

The Answer of William Balfour and Oliver Catt, Jesse Debow Porcher Thomas Redhead and Henry Redhead, Robert Woolf Benjamin Roebuck and William Abbott Daniel Inman George Chalmer, Gerry Garrow Jacob Watson Samuel Mercantile Mount Main Dutries, Isaac De Fries Junior Thomas De Fries, and Francis Lantier, of Fort Saint George Merchants Defendants to the Bill of Complaint of Martimer Meekan by his Attorney Lach Albrecht by his Attorney — Diderick Christians of the same place Merchant Complainant —

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of Exception to the many Errors, untruths, uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint Contained for answer thereunto or unto so much thereof as these Defendants are advised material or necessary for them to make answer unto, Answer and admit that they are the members composing the Madras Insurance Company there before represented by Edward Garrow, James Landan and Robert Clerk, and that the said Edward Garrow James Landan and Robert Clark in the Capacity of a Committee to the said Company did execute the Original Policy

Policy of Insurance, Copy whereof is to the Complainants said Bill annexed and therein and thereby referred to, but these Defendants deny that they do thereupon stand indebted unto the said Complainant in the sum of Eleven Thousand four hundred and eighty six Pagodas fourteen fanams, and thirty five Cash as is Charged in the Bill of Complaint and account Current thereunto annexed, or in any other Sum or Sums whatever, For the reason herein after mentioned and set forth, These Defendants further answering admit, as to be true, as is stated in the Bill that the said Complainant had occasion to sent a Quantity of Chank to Chinsurah one of the Dutch Factories situated in the River Hugeley, Bengal in the Month of March which was in the Year of our Lord one Thousand Seven hundred and Ninety, and that for such purpose, he did agree with John Elliot Master and Commander of the Snow Crofts who was then at Columbo, to sail from thence to Sutcorin, and then and there to take a Cargo of Chank on board; but whether the same Amounted to three Lacks, or not, these Defendants Cannot pretend to say, further than they are informed in and by the said Bill This Defendants do further admit, that it was agreed upon by and between the Complainant and the said John Elliot, that after Completing the Cargo, the said Snow Crofts was to return to Columbo for Letters: But these Defendants do not believe, or admit that it was expressly stipulated between the Complainant and the said John Elliot (as is stated in the Bill) that he was from the said Port of Columbo to proceed direct to Bengal - because the said Snow Crofts did actually receive a Cargo on board, at the said Island of Ceylon, Calculated for the markets on the Coast of Coromandel, and with such Cargo did trade and touch, at Different Ports on the said Coast, and these Defendants further admit that the said Complainant through and by the means of his then Attorney, Nathaniel Edward Kindersley late of Fort Saint George Esqr did apply to the Madras Insurance Company, whereof these Defendants are the members for an Insurance to be made on the Cargo laden on the said Snow Crofts, and that for and in Consideration of the premium of Four Hundred and Eighty Seven Pagodas, they did insure the sum of nine Thousand Seven Hundred and forty one Pagodas, Current money of Madras upon the Cargo of the said Snow, at and from Sutcorin, to the Port of Delivery in Bengal with Liberty to proceed to Columbo, to take Letters on Board And these Defendants further Answering say that the said Snow Crofts left Columbo, but instead of Carrying a direct Course for her destined Port, according to the specifick Voyage insured: she did without necessity, or any just and reasonable Cause, by stress of weather or otherwise But Actually and avowedly for the purpose of trading, touch, put in, and anchor at various Port and Place on the Coast of Coromandel to wit Negapatnam, Pondicherry, Tranquebar, and Madras, as these Defendants have heard and do believe, at which last place the said Snow became leaky, and being drawn from her Anchors was afterwards lost. And this Defendant George Chalmer in proof of the deviation in the Voyage of the said Snow Crofts as above set forth, prays leave to Rate that in his Capacity of Notary Public, being at a time before he became a Member of the said Madras Insurance Company, and Consequently -

Consequently, when he had no interest in, or any wise Concerned with the present Cause of action Daniel Kennedy a Freighter of the said Snow Croft, appeared before him to Declare and Protest on Account of the said Snow Croft, and amongst other things, he the said Daniel Kennedy declared, that he had purchased in the Course of the said Voyage, at the said Island of Ceylon a Cargo intended to Answer the purpose of a trading Voyage, with which Cargo he left the Island of Ceylon in the said Snow Croft, touching and trading at different Ports on the Coast of Coromandel in his way to Madras where he arrived and Anchored on the Twenty Ninth day of April in the said year One Thousand Seven hundred and Ninety. And these Defendants say that from such Unwarrantable Deviation on the part of the Assured, these Defendants were and are as the Insurers discharged, from any Responsibility The Policy being by reason thereof Vacated and that the said Complainant has no Claim upon these Defendants for any loss which he may have sustained by reason of the Ship wreck of the said Snow Croft, Inasmuch as in all Cases of Insurance it is a Condition to be performed On the part of the Insured, that the ship shall pursue the most direct Course, which the nature of things will admit of to arrive at her destined Port, agreeably to the tenor of the Policy, which place of Distination as well of the place of the Ships Departure, is always pointed out, and the Voyage as clearly delineated as possible in Order that the underwriters or Insurers may be liable to no risk which they do not expressly subject themselves to, and hence the Law is that if a Vessel Insured turns from the direct Course without absolute Necessity, or if she calls or touches at any Port or Ports which is not expressly specified, in the Policy, The Insurers Obligation is at an end, These Defendants further Answering say that in the present Case of the members there forming the Committee of the Madras Insurence Company, had known that the said Snow Croft was to touch, at the different Parts on the Coast of Coromandel they might have thought proper to reject the risk altogether, or if they had agreed to accept it, they would in such case have required a high or premium then what was paid on the Complainants Policy, the risk being much greater in prosecuting such a Voyage then it would have been in following a direct Course from Columbo, to Bengal River, for at the time of the Arrival of the said Snow Croft on the Coast of Coromandel, the Pelly monsoon had set in, and in that season blowing weather is generally expected accompanied with a turbulent Sea, which Occasions the Vessels at anchor on the said Coast to labor, and strain excessively, which heavy strain ing these Defendants Conceive was, or might have been, the Cause of the leak, and subsequent loss of the said Snow Croft, whereas if she had pursued a direct Course to Bengal River, as she was bound to do without touching on the Coast this probable she would have had no such whether to contend with, and would in all likelyhood and as these Defendants verily believe have Arrived in safety at her destined Port in Bengal, and these Defendants in proof of the bad whather, which then existed, pray leave to annex hereto for the Inspection of this Honble Court the Copy of a second protest made before the said George Chalmers in his Capacity of Notary Public on account of the said Daniel Kennedy which Protest is duely Registered in his Notarial Book And ready to be proved by the subscribing Witnesses if required, And these Defendants for further Answer pray leave to observe, that if the loss sustained

sustained by the Complainant had happened, in the regular
Course of the Voyage without any deviation from the Policy,
that even then the Complainants Could not recover the
balance stated in the account Current Annexed to the
Bill of Complaint which account Current is in ma
ny respects highly erroneous, being made out Contrary
to the Principles of adjustment as settled by the laws of
Insurance in total or partial loses, These Defendant
are advised and verily believe that Insurers have
nothing to do with the rise or fall of markets the nature
of their Contract with the Insured being simply that
the Goods shall come safe to the Port of delivery, or if
they do not that the amount of the value stated
in the Policy shall be paid. When a total Loss there
fore happens, upon a Valued Policy, the Insured has
Only to prove that the Goods were actually on board to entitle
him to recover, and so when a partial Loss has been sustained
on goods the Insurer is bound to pay it, but not according
to the Value for which these goods would sell, But by the
value stated in the Policy, and hence it is established that
the prime Cost of the Commodity wholly independent of
the rise or fall of the Markets, or the Speculation of the Mer
chants) is what the Insurers engage to become responsible
for And these Defendants say that upon these principles
the Complainant ought to have given Credit for the Chank
saved from the said Snow Crafts, not for what it sold at
Calcutta but in the proportion to what seventy seven Thou
sand eight hundred and fourteen Peices of Chank here to
Fore Hundred Thousand according to the following rate

If 300,000 pieces of Chank Cost 9741 Pagodas
what will 77814 pieces Cost, the answer to which is
2526 — 27 — 27 or three Lakhs, and these Defendants say
that according to this mode of adjustment and which they
ever to be the only proper way of stating it, the said Com
plainant ought to have Credited the said sum of Two
Thousand four hundred and twenty Six Pagodas twenty
seven fanams and twenty seven Cash in the Account Cur
rent Annexed to the Bill of Complaint instead of One
Thousand nine hundred and thirty five Pagodas, thirty six
fanams and sixty Cash, And these Defendants for further
answer say, that if the Complainant should Insist upon the
merits of the account Current Annexed to the Bill of Com
plaint they would particularly Object to the Item of One
Thousand and fifty nine Pagodas thirteen fanams and forty
nine Cash on account of Charges said to be paid on the
Chank saved from the Crafts and which these Defendants
Consider as inadmissible, Because the Complainant has
not introduced any Document to support the said extra
ordinary Charges, or how the same paid or when the
same were incurred, and in like Manner these
Defendants have objected to the Interest as charged by the
Complainant in and by the said Account Current because
if the Complainant had Conceived that he had a just
claim upon these Defendants he ought to have instituted
his suit before these Defendants however Chiefly
rest their Defence to the present Bill upon the De
viation from the Policy and which Deviation they
Consider

Consider as having utterly exonerated them from any Claim whatever on account of the Complainant and they have only deemed it necessary to point out the many incorrect and unjust Charges Contained in the Account Current annexed to the Bill as a proof of the unjust and litigious Conduct of the Complainant And lastly these Defendts say (that as a further proof of this litigious disposition) They did previous to the filing of the Bill offer to submit the matters in difference to arbitration agreeably to the Clause in the Policy for that Purpose made and provided But that to this Amicable and equitable mode of Adjustment the Complainant refused to accede

All which matter and things these Defendts are ready and willing to aver maintain and prove as this Honble Court shall direct and therefore most humbly pray to be hence dismissed with their Cost and Charges

The Schedule annexed to be taken as part of this Answer

Sworn to before me
in Fort St George
this 1st Day of July 1793
by the Defendts John de Fries Junr
G. Chalmer, Danl Ince, Jas DuPre Porcher,
Samuel M. Moorat, Jacob Matthieu,
Benjamin Roebuck, Geo Garrow,
Thos DeFries, Adrian DeFries,
Francis Lautour, William Abbott,
Robert Wolf, and Abner Ott

Alex[r] Cockburn
one of the Barons
of the Court

John de Fries Junr
G. Chalmer
Danl Ince
Jas DuPre Porcher
Samuel M. Moorat
Jacob Matthieu
Benjn Roebuck
Geo Garrow
Thos DeFries
Adrian DeFries
Fors[t] Lautour
William Abbott
Robert Wolf
Abner Ott

On this day being Wednesday the twelfth of may in the year of our Lord 1790 The above named Declarant the said Daniel Kennedy again appeared before me the said Notary and declared as follows That ever since the seventh Instant at which day he entered the aforegoing Declaration and Protest that he Continued his exertions to remove the Cargoe of the said Snow Croft But owing to the Violent Tempestuous weather and high seas which has since prevailed he was unable to make but a small progress therein, And this Declarant says that on the eleventh instant the Chief Officer of the said Snow Croft wrote to the aforesaid Captain John Elliot informing him that the leake has increased and there were then four feet water in the hold, and only one Pump able to work and this Declarant saith that in the evening of the same day about 5 O'clock he perceived the said Snow drawing from her anchors, That she was forced to Sea in apparent distress without this Declarant being able to render her any assistance whatever and that she has not been seen or heard of since

And therefore in Order to save and indemnify the said Declarant from the Loss which he must sustain by the greatest part of his Cargoe being still on board the said Snow Croft this Declarant has further required this act of me the said Notary

Wherefore I the said Notary Publick at the request and desire of the said Daniel Kennedy have Protested And by these presents do solemnly Protest against the Winds and Weather and against all other Matters Causes and things that may have occasioned the said Snow

Snow Croste being forced to Sea; To the End that all Loses occasioned thereby may be Come paid and Sustained by the Owners Insurers and Underwriters in by Whom it doe it doth shall or may Concern and not by him the Said Declarante

In Testemony Whereof I the said Notary have hereunto set my Hand and affixed the seal of my Office in Fort Saint George the day and year first above written in the presence of Joseph Baptist and Michel Maddox Witnesses hereto

Joseph Baptist
Michel Maddox } Witnesses

The above Named Declarant Daniel Kennedy maketh oath and saith that the Contents of the aforegoing Declaration and Protest is Just and true in every Particular

Sworn to before me In Fort Saint George the 11th day of May 1790

Signed Wm. Corbet
Mayor of Madraspatnam

Registered In Fort St. George this 12th day of May in the Year of our Lord 1790

Signed G. Chalmer
Notary Publice

G. Chalmer
Atty for Defendts

Filed 20th August 1793

The Replication of Mar tinus Slickern by his Attorney Jacob Ellbracht by his Attorney Dederick Christiane of Fort Saint George Merchant Complainant to the Answer of William Kalsper and Oliver Coult, Jacias Dorbe Dorsher, Thomas Readhead and Henry Readhead, Robert Woolf, Benjamin Roebuck and Wil liam Abbott, Daniel Gray, George Chalmer, George Garrow, Jacob Watson, Samuel Slocan Luke Barrett, Edward de Fries, John de Fries Junior, Thomas de Fries, and Francis Lautour of the same place Merchants Defendants

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 Plea and Answer of the said Defendants 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 as the same are therein and thereby set forth and declared and that Answer of the said Defendants is insufficient in the Law to be by this Repliant replied unto for divers manifest imperfection and uncertainties therein contained the benefit of Exception whereunto being now and at all times saved unto this Repliant he for further Replication

Replication Saith he will in due time prove that he had
Shipped three Lack of Chank on board the said Snow Crofts
as Intended in his Bill of Compliant, and that the Agree
ment entered between this Repliant and the said John
Elliot as also the Invoice and Bill of Lading did express that
Europe mistake- the said Snow Crofts was to proceed to Europe nor did this
-ken out in the Repliant ever understand that the said Snow was to touch on
the Coast of Coromandel and this Repliant can further prove
that the said John Elliot hath acknowledged upon Oath
he never mentioned to this Repliant that he had such an
intention. This Repliant therefore could not have sup
posed the said John Crofts intended to touch at any Ports
or Place on the Coast of Coromandel but that his intention
was to proceed direct to Bengal according to his said Con
tract and Invoice and Bill of Lading and this Re
pliant further Saith that not only the direct Tenor of
the said Dominents and Policy of Insurance is in favor
of this Repliant but the insurance arising from the ex
-ception Reputation therein mentioned for it is ex
-pressed that the Snow Crofts was to proceed from
Sute coram to the Port of delivery in Bengal Ri
ver with Liberty to proceed to Columbo to receive
Letters on Road, This Repliant therefore Saith that
if it was known to this Repliant that the said
John Elliot meditated to call at any other Port or Place
after taking in the said Chank he would have mentioned it
in his Instructions for Insurance and knowing that it
is a principle in all Insurances for the Insured to make

known to the Insurers all matters with in their knowledge which
can in any wise affect the Risk - this Repliant therefore saith
that having been uninformed of any intention of the said John
Elliot the Commander of the said Snow Crofts to touch at
any other Port or Place after receiving his said Cargo on Board,
Columbo only excepted, and the said John Elliot having been
Silent thereon this Repliant is not affected in his Claim against
the Defendants by Reason of the said John Elliot having touched at
Negapatam Pondichery Trinquebar, and Madras nor hath
this Repliant any thing to do with the reasons or motives which
urged the said John Elliot to act contrary to his written Stipula
tions with this Repliant, nor with the Speculative Plans of
the said Daniel Hennadge as Stated in the answer of the De
fendants, as this Repliant was uninformed thereof at the time
he loaded the Cargo on board the said Snow Crofts and also
at the time he insured the same - This Repliant doth ad
mit that every Vessel ought to pursue the most direct Course
of which the nature of things will admit to arrive at her
destined Port - and that no underwriter or Insurer is liable
to any Risk which an Insured is supposed to know and
does not Communicate to the Insurer, but as long as the
Insured doth Communicate fully to the Insurers his
full Information of the matter which have come to his
knowledge he is not affected by the Barratry of the Master
or Commander or Sailors on board such Ship or Vessel for
the same is generally provided for in the present instance
by the Policy which expressly among other things the Bar
-ratry of the Master and Mariners - the Repliant doth
insist that having insured Nine Thousand Seven
Hundred -

Hundred and Forty one Pagodas he hath a right to recover that Sum or such part thereof as he hath lost by the Barretry of the Master of the Vessel on which his Property was Insured, he therefore doth insist that his Account Current as annexed to his Bill of Complaint is Just and he hopes to prove it is so and that this Objection of the Defendants is futile, This Repliant Saith that al tho' the Policy of Insurance makes mention of an Arbitration the Law gives the option to the Insured to refer the same to a Court of Law

All which Matters and things this Repliant is ready and willing to averr maintain and prove as this Honble Court shall direct and most Humbly prays as in and by his Bill of Complaint he hath already prayed.

Popham
Williams
Attys for Repliant

Filed 6. Octr 1793.

The Rejoinder of William Balfour and Oliver Colt, Josias Dupre Perchar Thomas Redhead and Henry Redhead, Robert Wolfe Benjamine Riddick and William Abbott Daniel Sicey George Chalmer George Garrow Jacob Stratton, Samuel Mercereau Macrae Jr. John de Pries Junior, Thomas de Pries and Francis Lauteur of Fort Saint George Merchants Defendants to the Replication of Martinius van Meckern by his Attorney Jacob Cilbrecht by his Attorney Diderick Christiani of the same Place Merchant Complainants

These Defendants now and at all times hereafter saving and reserving to themselves all and all manner of Benefit and Advantage of Exception to the many Errors, Untruths, Uncertainties, Insufficiencies and Imperfections in the Complainants said Replication contained for Rejoinder thereunto say, That they will and doth stiff maintain and prove their said Answer to the Complainants 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 thereby set forth and alledged and that the said Replication is very untrue, evasive and insufficient in the Law to be by these Defendants Rejoined unto for divers defects and Imperfections therein Contained And for further Rejoinder these defendants say, That the Complainant in his Replication having admitted that the said Snow Arrack did without necessity or unreasonable Cause, by Reason of Weather or otherwise Put for the Sole and avowed purpose of Trading and Bartering the same from the Regular Course of the Specifick Voyage Insured, that these Defendants are in Consequence of such deviation discharged from all Responsibility, and the Policy thereby Vacated. And these

these Defendants further say that although they are advised and do Believe that the said Complainant Martenus Mickeron was well acquainted with the Intention of the said John Elliott to touch at different Ports and Place on the Coast of Coromandel in the said Snow Croft, and that Consequently he was necessary to the Deviation Yet whether he was or was not Acquainted with the Intentions of the said John Elliott is very immaterial in the present Case, For even admitting that the Suppression of the Circumstances, happened through Mistake, and without any fraudulent Intention, yet if the these Defendants were deceived and the Policy therefore is void, because the Risk run was really different from the Risk understood and intended to be run, at the time of the Agreement and these Defendants for further Rejoinder admit that the Policy Executed by Edward Garrow James Landon and Robert Clark as the Committee of the Madras Insurance Company Copy whereof is annexed to the Bill of Complaint doth as well as all other Policies provide for the Barratery of the master and Mariners. Yet these Defendants cannot admit or by any means allow that this Doctrine doth apply to the present Case, For the Law regarding Barratery is well known and clearly defined and Can be Committed against none but the Owners Consequently the said John Elliott who was Owner of the said Snow Crofts could not have Committed Barratery: nor doth the Circumstance of his being at the same time, Master of the Vessel alter the Case for that which would have been Construed Barratery, in a person merely Sailing as Master of the Vessel, is not so in him It is true that he may make himself personally liable to the Shipper of the Goods, for his Conduct

but not for Barratery, which must partake of something Criminal in its nature and be actually Committed against the Owner by the Master or mariners with Doctrine has been settled by several adjudged Cases solemnly Determined both in the Courts of Common Law and in Equity and which Cases these Defendants are ready to produce in Illustration and Support of their Assertion and therefore they Consider any further Agreement to shew that Barratery has not been Committed unnecessary, The said John Elliott being named in the Policy, and admitted by the Replicants, as Owner and Master of the said Snow Crofts, which alone does away the Charge and these Defendants for further Rejoinder, pray leave to advert, to the Extraordinary and very inconsistent manner in which the Complainant has brought and Maintained the present Suit these Defendants are advised that in all Actions that are brought upon a Policy of Insurance the Bill or Declaration ought to set forth but what Cause the Loss has happened, and as the Complainant in the present Case depends upon the Clause of Barratery the same ought to have been Specifically Stated which Rule should be at all times strictly adhered to, for otherwise the Insurers would come in prepared to Defend themselves against one Charge and one species of Loss and they would then be obliged to resist a Demand upon quite a different Ground as is the Case in the present Instance, And these Defendants further say that by the Replicants own Shewing it doth Appear that a Voyage different to that which the Policy intended to Cover was meditated upon For in the said Replication it is set forth that

that by the Agreement Entered into between the Kiplaint and the said John Elliot as well as by the Invice and Bill of Lading that the said Snow Cuffe was to proceed to Europe These Defendants are really at a loss to account for such an wrongfull Statement of Circumstances differing so widely from the Policy for certainly the Madras Insurance Company never undertook to cover a Voyage to Europe than by and a Voyage to the Coast of Coromandel.

All Which Matters and Things these Defendants are ready and willing to Verify Maintain and Prove as this Honble Court shall Direct and most humbly pray as in and by their said Answer they have already prayed.

G. Chalmer
Atty for Defendt

Interrogatories to be administered to such Witnesses as shall be produced Sworne and Examined in certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Mathews Mickem by his attorney Jacob Colbrandt by his attorney Frederick Christiane is Complainant and William Balfour and Oliver Colt, Jacob Dubois Corchar Thomas Redhead and Henry Redhead Robert Woolf Benjamine Roebuck and William Abbott Daniel Snee George Chalmers George Garraw Jacob Anstion Samuel Moscarties & Mocatt Adrian DeFries John DeFries Junior Thomas DeFries and Francis Lautour are defendants

On the Part and behalf of the Complainant

To all the Witnesses — 1st Do you know the parties Complainant and Defendants in the Title of these Interrogatories named or either and which of them How long have you to known them or either and which of them Declare

To Henry Richley Michell — 2 Look at the Paper writing now produced and shown to you at the time of your Examination marked B and purporting to be an authenticated Copy of an affidavit of John Elliot sworn to before Jacob Dubois Corchar Esquire as Mayor of Madraspatnam and afterwards Certified as a true Copy by Michell Bowden and Stephens are you the Person intended to be described by the first name Michell — If yea Do you recollect having seen and read the Original affidavit and if yea is the above a true Copy thereof

To John Leonard Beggle — 3 Were you or were you not at any time and when and for how long in any and What official Situation under the Dutch East India Company at any and which of their Chief Ships or Factories in the East Indies

To Ditto — 4 Look at the Paper writing now produced

Produced and Shewn to you at this the time of your Examination marked **B** purporting to be an authenticated Copy of an Affidavit of John Elliot sworn before Josias Dupre Porcher Esquire as Mayor of Madraspatnam and afterwards certified by Michell Bowden and Stephens as a true Copy and afterwards authenticated by John Adam — Do you know the said John Adam and the Office he holds and where is his Signature of any and what avail, or what Credit is given thereto in Courts of Justice — Is the Original Affidavit to the best of your knowledge or belief with the Possession of the above named Martinus Mickern, Jacob Ellmacht and Dedrick Christians or either and which of them or of any other Person and whom —

To Ditto — 5th — Look at the Paper writing now produced and shewn to you at this the time of your Examination marked **C** and purporting to be an Agreement entered into between the Government of Ceylon and John Elliot Master of the Snow Crafts — Look at the Signature Raket thereunto set and Subscribed, Do you know the said Raket, what Office does he hold, or he or was he not authorised by such Office to sign such Agreement or how otherwise —

To Ditto — 6th — Look at the two accompanying Paper Writings marked **D & E** respecting and purporting to be Copies of an Invoice and Bill of Lading of Certain Chank Shipped on Board the Snow Crafts, and respectively signed by M. C. Raket and J. F. Zybrands, who are those Persons who so respectively signed the said Exhibits **D & E**.

To Ditto — 7th — Suppose these Exhibits **D & E** to be exhibited in a Court of Justice within the Jurisdiction of the United States of Holland would any and what Degree of Credit be

To Ditto — 8th — Look at the Paper writing now produced and shewn to you at this the time of your examination marked **F** and signed "C. Blume" purporting to be an account Sales of Certain Chanks saved out of the Snow Crafts and the Expenses thereof who is the Person subscribing the same and did he occupy any and what office in the service of the Dutch East India Company in the year of Our Lord One Thousand Seven hundred and Ninety and One Thousand Seven hundred and Ninety One —

To all the Witnesses — 9th — 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 and advantage of the Complainant If you Declare the same as you know have been informed or do believe together with the Reasons of such your belief as fully as if you had been thereunto particularly Interrogated —

Bophame } att.ys for
Williams } Compt.

John Elliot Commander of the Ship or Vessel Triumph now at Anchor in the Road of Madras maketh Oath and Saith that on or about the month of March which was in the year of our Lord One Thousand Seven hundred and ninety he Commanded the said Ship or Vessel Triumph and Sailed from Calcutta some time previous to that date by Masters at Madras and the Harbour of Calcutta on a Trading Voyage from thence to Ceylon and back again with liberty to touch on the Coast of Coromandel for the purpose

purpose of Trading that after the said Snow had arrived at Co-
lo and discharged the outward bound Cargo, it was Judged neces-
sary to give her Certain Repairs and for that purpose this
Deponent proceeded with the said Snow to the Port of Putlam, having previously agreed with the governor of Colombo to Carry from thence to Bengal Three Lacs of Chank, That having given the said Snow the Repairs which he required and having Received on board the Chank which had been agreed upon this Deponent left the said Port Putlacareen in the said Snow some time in the Month of March in the said Year of our Lord One thousand Seven Hundred and Ninety and returned to Colombo where he took in part of the Cargo which had been left. This Deponent further that from thence he proceeded in the said Snow to Port of Galle where her returning Cargo was Completed and from thence to the Coast of Coromandel where he touched in the said Snow respectively at Naygapatnam, Nagore, Tranquebar Pondichery and Madras at the Request and Desire of Daniel Kennedy, one of the freighters aforesaid, and for the Sole purpose of Trading, at which latter place finding the said Snow Craft becoming exceedingly leaky Transhipped one Lack of Chank on board the Ship Preston Capt.n Newton that afterwards the said Snow in Consequence of bad weather drove or parted from her anchors and was ultimately lost on Point Pedro, and this Deponent further maketh oath and Saith that although he did not inform the Dutch Governor of Colombo, nor the persons employed by him to Ship the said Chank, that the said Snow was to touch on the Coast of Coromandel the question not having been asked of him Nevertheless this Deponent Saith from many Circumstances they knew it was their

Deponent to do is / understand / Signed John Elliot / Sworn
gines / Sworn in Fort St. George this 12th day of October 1791
Before me / Signed / Jos. de Pre Porcher, mayor / Lagers / atrue
Copy / Signed / Michell, Bowden & Stephens / Nagtlager /
Accordeerd / gelesen hend / H. Giesler, Gesworkkerk
Accordeerd

Jt Adenet Cg: Clerg

This Exhibit marked B was shewn to Henry Chilly Michell Esqr & John Leonard Beggle at the respective times of their Examination before me in the Cort of the Complainant in a certain Cause now depending & at Issue in the Honble the Mayors Court at Madraspatnam wherein Martinus Michiem Gysbertsen & Diderick Christiane is Complaint & William Balfour Oliver Clk & other Defendants was on the 18th day of November Anno Domini 1793.

Thos. Perry
Exr.

Agreement made between the Government of Ceylon and Mr. John Elliot Commander of Snow Craft -

Art 1.

Mr. John Elliot Commander of the Aforementioned Snow binds himself to proceed with the first fair Wind and Tide from Colombo to Point Pedro to load three hundred Thousand Chanks of different sorts -

Art 2.

after having taken the Chanks on board he is to return to Colombo to receive further instructions and from thence proceed to Bengal -

Art 3.

Art: 3.

The aforesaid John Elliot shall deliver the Chanks / the danger of the same excepted / to the Person appointed at Chinsura for to receive them

Art: 4.

There shall be given him a measure exactly like that with which the Chanks at Sute Coin are measured for to delivered them at Chinsura after the same measure

Art: 5.

In case he should deliver a less quantity of Chanks, than he received, there is to be made a deduction in the freight and the prices fixed agreeable to the market price at Bengale

Art: 6.

He is to take proper care that the Chank are not damaged either by loading them or landing them

Art: 7.

In consideration thereof the government shall grant him Bills on Chinsura for three Thousand five Hundred Sicca Rupees in freight and shall procure him a Pilot to Chinsura and back again to Calcutta

Art: 8.

The Government is to bear all Charges of loading and landing the Chanks

Art: 9.

Should it appear that either of the Parties find it convenient to load a larger quantity of Chanks than the aforementioned three Hundred Thousand there is to be paid in freight in proportion of what is more loaded and the contrary if the Vessel cannot take the agreed for 300000 Chank a proportionable deduction for those wanting in the Number

Art: 10.

Eight days are fixed for loading the Chanks from the day that the Vessel shall be properly moved in the Roads of Sutteerin &c. as much time to land them at Chinsura

Art: 11.

For every day that the Snow is detained longer after her fixed time there is to be paid fifty Sicca Rupees pr day

Art: 12.

The Vessel after her return here shall not be detained longer than three days for to receive the necessary instructions

Art: 13

This agreement shall be signed by a Person authorised thereto from Government and the aforementioned John Elliot, as also a Translation in the Dutch Language thereof agreed in the Fort Colombo the 8th of February 1790

By the Government of Ceylon
Authorised to sign the Agreement
Baket

L. S.

John Elliot

By Order of the Right Honorable
Wm Jacob Van de Graaff Counsellor
of Dutch India Governor and Director
of the Island Ceylon with its Subordinacies and the Council
B. J. Vanlessen
Secry

true translation
from the Dutch
Wm Dubois
Interpreter

This Exhibit marked D was shewn to John Lenard Beggle at the time of his Examination before me on the Part of the Complainant In a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Martinus Mickern by his Attorney Jacob Elbracht by his Attorney Dederie Christiane Complainant and William Balfour Oliver Colt & Others Defendants was on the 18. day of November anno Domini 1793.

Tho.s Parry
Cap.r

This Exhibit marked D was shewn to John Lenard Beggle at the time of his Examination before me on the Part of the Complainant In a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam wherein Martinus Mickern by his Attorney Jacob Elbracht by his Attorney Dederie Christiaan Complainant & William Balfour Oliver Colt and others Defendants was on the 18. day of November Anno Domini 1793.

Tho.s Parry
Cap.r

La. C

Copy

Invoice of 55748. 4 being the Costing of 302470. C.s Chank which by order of the Honorable William Jacob Van de Graaff Esq.r Member of the Supreme India Council and Governor & Director of the Isle of Ceilon and its dependencies have been Shipped at Tutucorin in the Snow the Craft, which agreable to three bills of Leding of the same tenor and date Signed by her Captain John Elliot, is to depart there With to Bengall, consigned to the Honorable Isaac Titsingh Esq.r Member of the Supreme India Council and Director of the Dutch East India Company in Bengall and the Council at Hoogly; Viz.

For Bengal

In the Castel Colombo the 11 March 1790

302470 C.s Chank as above Mentioned, Consisting of
10320 C.s Larger than the Mould at 14 C.s for M.s Rd 1032 — 4232.16.
31720 — First Sort
29650 — Second D.o
17680 — Third D.o } at 50 p.r M.s — 1733½ — 1192.2
5470 — Fourth D.o at 10 — 547/8 — 273.12.
Rd 13433/8 — 55748.4

[Signed] W.m Gr.t Rakes
true translation

atrue Copy

I Underzigned John Elliot, Captain of the Snow Craft declare by these presents, that I have received by the Order of the Honble Martinus Mekern Esquire Senior Merchant and Chief of the Coast of Madura the undermentioned Chanks all in good Order Viz.t.

10320 pieces — larger than the Mould or from
30720 — first Sort — By Mouldey of these Chanks 4000 were found the 1/8 of the first not to have passed the first mould which must be attributed to the long drying and Moulding
29350 — Second Sort of these 10650 having been moulded, three which were not found Satisfactory were thrown out 1720, of these apart having been moulded and approved of at time for embarkation not permitting the Moulding the whole therefore the Number of 553 pieces out of the heap were accidentally moulded, not of which 53 pieces although of the second Sort passed the Mould, but at the same time it has also been proved that Amongst the 500 pieces of the second Sort equal number were found to be of the first Sort Conformable to the Mould.
17680 — Third Sort from these 47000 are all Moulded and those which could

Could not Answer sooner at the Mould 12,200 only 300 pieces have been moulded for the same Reasons as mentioned by the above second Sort and out of these 45 only have passed the mould; which again must be attributed to the Shrinking drying and narrow moulding for they are surely of the third Sorte

547.30 ..... Of the fourth Sort being below the third and of Course moulds for this Size, are received unmoulded because these Chanks the Certainty of third Sort, being too much shrunk and dried pass the third Mould and are of Course Called to be of the fourth Sort a Wooden Chank mould or form by which the above mentioned first, Second and third Sorts have been measured with presence of me the undersigned and of two Committees Mssrs Hendrik Sivenus Koster and Fredrik Wilhelm Heesmans which mould is covered up in Gunny and Sealed with the Compt. & my own Seal.—

All which Chanks I promise, in Case of a safe Voyage, which God Grant! to deliver to the Honble Isaac Titsing Esqr. a Member of the Supreme India Council and Director for the Dutch East India Company in Bengal or his Order, agreeable to the Convention made with the Government of Ceylon as however time would not admit, that all the Chanks were properly measured, I desire, that it may deemed sufficient, If I delivered the number of Chanks received, as they are shipped, in such a manner that I can not be responsable for the assortments For that reason I engage myself not to load any other Chanks besides the above mentioned in Order to prevent all suspicion of their being

In Witness whereof three Bills have been made out of the same tenor and date one of which being satisfied the other are to Value

Thus done in the Fort of Manaar the [illegible] day of [illegible] John Elliott

Signed for the authenticating J. Edwards Notary Publick

Received the Contents

Jno. Elliott

This Exhibit [illegible] Deponent [illegible] Sworn Before me at the Court of the Commissioners [illegible] at Jaffna in the Island the Mayor Court at the [illegible] Island Ceilon by his Attorney Dedrick Gerritsen Complainant & William Boelsen Defendant was on the 15. day of November 1790.

Jno. Perry
Regr

L. S. Account Sales

of 353. Baggs with Chianks which were saved
out of the Snau Cuffe who shot after down last in may
1790. Ct and Sold
at Public Vendue
Sicca Rps 16. the hundred Sicca 2220. —
destroyed by the Storms
Sold pr. hundred 25.— Sicca 122.— —

Deduct Charges as per partic. Inclosed
after passed with
Sicca Rps 394. — —
644. — 633. — —
Sicca Rps 3768. — —
1242.14. —
Canst Rup 9 p.c. 16 —
66. 7 —
Sicca Rps 8343. 7. —

Sicca Rps 8343. 7. at the Exchange of Two hundred &c. Rup
for one hundred Star Pagodas
amounts to Star Pagodas 2085. 7/8. —
Deduct, the Amount Insurance premie, paid by Mr.
Hendersley at Madras on the above said parcel of Chianks
carried on the Ship of Capt. Newton in May 1790 from
Madras Roads to Bengall suppose Star Pags 150. — — —
Remains nett Star Pagodas 1935. 7/8. —

Chinsurah the 9. July 1791. —

C. Blume

Charges

Paid to Mr. Allardice in law of all the Demands & Charges
on the 363 Bagg with Chianks, for freight money paid to
Capt. Newton, Charges of Gowdown Rent, Servants Wages,
Boly hire, Boath hire &c &c for all the time since may 1790.
that they arrived at Calcutta and Mr. Allardice got possession of them
till to the latter End of Dubr. that they were delivered up free Sicca .. 360 — — —
For landing the 363 Baggs with Chianks at
Chinsura 1/2 ana pr Bgs Sicca 11. — —
Coly hire for sporting the Chiank and delivering 6 — —
Six Months Gowdown Rent at Chinsura from January
till July a 20. Rps pr. Mth 120. — —
Do. — Do. — Peons attending 6 — —
Do. — Do. — Sircaar — Do & delivering 6. — — 132. — —

Traveling Charges from Chinsura to Calcutta for
Four differint times and staying at Calcutta for to
redim the Chiank and get them released during
the time of Seven months that the Chianks have
been detained each time for Five days.
a Budgerow for 5. days a 5 t. Rps pr. day is Rps 27. 1/2
amounts for Four different times Sicca 110. — —
Sundry Charges per Day and for servants wages,
ditto Batta, palinkin & Berrears &c.
a 8. Rps pr. day is Rps 40. —
amounts for Four different times 160. — — 270. — —

Sicca Rps 3919. — — —

C. Blume

This Exhibit marked F was shewn to John Leonard Beggle at the time
of his Examination before me on the Part of the Complainant in
a certain Cause now depending & at Issue in the Hon^ble the Mayor's
Court —

Court at Madraspatnam wherein Martinus Michiow by his Attorney Jacob Cilbrackt by his Attorney Dederic Christiane Complainant Complainant & William Balfour Oliver Colt & others Defendants was on the 16th day of November anno Domini 1793.—

Tho.s Parry
Esq.r

Mayor's Court at
Madraspatnam Between Martinus
Michiow by his Attorney Jacob
Cilbrackt by his Attorney Dider-
ick Christiane is Complainant
and William Balfour and Alber
Colt Josias Du Pre Porcher Thos.
Redhead, and Henry Redhead —
Robert Wolff Benjamin Roebuck
and William Elliott Daniel Inde
George Palmer George Garrow
Jacob Stratton Samuel Moscatah
Mourat Adrian Defosses John
Defries Junior Thomas Defries
and Francis Latter are Defendants
On the Part of the Complainant

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

Henry Richly Michell Esq.r a Civil Servant on the Madras
Establishment Aged thirty two years or thereabouts being produced as a
Witness in this Cause On the Part of the Complainant was on the eighteenth
day of November One Thousand Seven hundred and ninety three Signified
at the Office of Mr. George Palmer who is Attorney for the Defendants
by Casavah my Servant who also left him a Note of the Name title
and place of abode of the said Deponent and afterwards on the same
day being sworn and examined deposeth as followeth —

1st ... To the first Interrogatory this Deponent saith that
he does not know the Complainant Martenus Mic-
kiow in this Cause but that he did know the Defen-
dant William Balfour in this Cause and that he did
so know him fourteen Years — and that he doth know
the other Defendant Oliver Colt in this Cause
and that he hath so known him fourteen Years —
and that he doth know the other Defendant Josias
Du Pre Porcher in this Cause and that he hath
so known him fourteen Years — and that he doth
know the other Defendant Thomas Redhead in
this Cause and that he hath so known him fourteen
years — and that he doth know the other Defendant
Henry Redhead in this Cause and that he hath so
known him ten years and that he doth know the
other Defendant Robert Wolff in this Cause
and that he hath so known him fourteen Years
and that he doth know the other Defendant —
Benjamin Roebuck in this Cause and that
he

he hath so known him fifteen years and that he doth know the other Defendant William Abbott in this Cause and that he hath so known him four years and that he doth know the other know the other Defendant Daniel Joice in this Cause and that he doth so known him ten Years and that he doth know the other Defendant George Chalmer in this Cause and that he hath so known him four years but that he does not know the other Defendants George Garrow, Jacob Stratoon, Samuel Moscartick Monat, in this Cause and that he does know the other Defendant Adriaan Defries in this Cause and that he hath so known him five Years - and that he does know the other Defendt John Defries in this Cause and that he hath so known ten Years - and that he doth know the other Defendant Thomas Defries in this Cause and that he hath so known him two Years - and that he doth know the other Defendant Francis Latour in this Cause and that he hath so known him ten Years - and more he saith not to this first Interrogatory -

2d ..... To the second Interrogatory this Deponent hath looked to the Paper Writing now produced and shewn to him at the time of his examination marked B. and purporting to be an authenticated Copy by Michael Bowden and Stephens and says that he is the Person intended to be described by the First Name "Michael" this Deponent saith that he recollect - having seen and read the original

believes the said Exhibit to be a true Copy thereof ex cept the concluding part in the Dutch language which was not in the Original & more he saith not to this or to the last Interrogatory -

Tho.s Parry
Co.r

H. C. Michell

Mayor's Court at
Madraspatnam

Between Martinus Miekern by his Attorney Diderick Christeane is Complainant - and William Bal four and Oliver Colt, Josias Dubre Booker Thomas Redhead and Henry Redhead Robert Wolf Benjamin Roebuck and William Abbott Daniel Joice - George Chalmer George Garrow Jacob Stratoon Samuel - Moscartick Monat Adrian Defries John Defries Junior Thomas De fries and Francis Latour are De fendants -

On the Part of the Complainant

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

John Leonard Beggle Merchant Inhabitant of Madras Aged forty five Years being produced as a Witness in this Cause on the Part of the Complainant was on the eighteenth day of November One Thousand

Thousand Seven hundred and Ninety three signified at the Office of Mr George Chalmer who is attorney for the Defendants by Cassack my servent 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
1. ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Martinus Mickeren in this Cause and that he hath so known him twenty five Years — and that he did know the Defendant William Balfour in this Cause and that he did so known him six Years — and that he doth know the other Defendants Oliver Colt Josiah Dibbie Corebar in this Cause & that he hath so known them six years — but that he does not know the other Defendant Thomas Redhead in this Cause — and that he does know the other Defendants Henry Redhead Robert Woolf, Benjemine Roebuck, William Abbott Daniel Isaac, and George Chalmers in this Cause — and that he hath so known them six Years or thereabouts & that he does not know the other Defendant George Garrow in this Cause — and that he does know the other Defendant Jacob Stratton — and Samuel Moscartish Moorat in this Cause & that he hath so known them three or four years — and that he doth know the other Defendants Adrian Defries John Defries Junior Thomas Defries and Francis Lavatour in this Cause and that he hath so known them six Years or thereabouts — and more he saith not to this first Interrogatory —

2d
2. ..... To the 2nd Interrogatory this Deponent saith that he was a Notary Public under the Dutch East India Company at Negapatam untill One Thousand seven hundred and seventy nine and Secretary to the Government of Pulliecat from that time till the year One Thousand seven hundred and eighty one and more he saith not to this third Interrogatory —

4th
4. ..... To the fourth Interrogatory this Deponent hath looked at the Paper Writing marked [redacted] purporting to be an authenticated Copy of an affidavit of John Elliot sworn before Josias Dubois Corebar Esqr as Mayor of Madraspatnam and afterwards certified by Michell Bowden and Stephens as a true Copy and afterwards authenticated by John Oldham this Deponent saith that he knows the said John Oldham and that he is now Notary Public at Pulliecat this Deponent saith that his Signature is considered as sufficient testimony of its being a true Copy from the Original and that the same Credit is given to such Copies in Courts of Justice as to the Originals — this Deponent saith that he cannot pretend to say in whose hands the Original Affidavit is and more he saith not to this fourth Interrogatory —

5. ..... To the fifth Interrogatory this Deponent hath looked at the Original Paper Writing now produced and shewn to him at this the time of his Examination marked C and purporting to be an Agreement entered into between the Government of Ceylon and J. Elliot Master of the Snow Crosse this Deponent hath also looked at the signature M. P. Raket thereunto set and Subscribed and says

Says that he does know the said Raket and that he was second in Council at Columbo and was authorised by such Office to sign such Agreement on the behalf of the Government of Ceylon & more he saith not to this fifth Interrogatory —

6th To the sixth Interrogatory this Deponent hath looked at the two accompanying Paper Writings marked D & E respectively and purporting to be Copies of an Invoice and bill of Lading of certain Chank shipped on board the Snow Crofts the Copy of the Invoice signed M. C. Raket and the bill of Lading by G. I. Fybrands and says that the said M. C. Raket was the second in Council at Colombo and G. I. Fybrands as Notary Public for the Dutch East India Company — and more he saith not to this sixth Interrogatory —

7th To the Seventh Interrogatory this Deponent saith that if the said Exhibits D & E were to be exhibited in a Court of Justice whether the Jurisdiction of the United States of Holland that equal credit would be given to them with the Originals & more he saith not to this seventh Interrogatory —

8th To the Eighth Interrogatory this Deponent hath looked at the Paper Writing now produced and Shewn to him at this the time of his examination Marked F and signed "C. Blume" purporting to be an account Sales of Certain Chanks saved out of the Snow Crofts and the Expences thereof and says that the same is subscribed by C. Blume and that he was a Junior Merchant in the service of the Dutch East India Company at Cheraura in the years one Thousand Seven hundred and Ninety and One Thousand Seven hundred and Ninety One & more he said not to this or to the last Interrogatory

Mayor's Court at Madraspatnam. Tuesday the 20th day of May Anno Dominii 1794

Present

Henry Chicheley Mitchell Esqr. Mayor

James Call — Andrew Ross and John Mitford Aldermen

Between Martinus Michiel Kiem of Trangubar Merchant by his Attorney Jacob Eilbracht Governor of Tedicatt by his Attorney Diderick Christiaan of Fort St. George Merchant Complainant and William Balfour, Oliver Clt, Jonas DuPre Porcher, Thomas Readhead, and Henry Readhead, Robert Wolff, Benjamin Roebuck and William Abbott, Daniel Innes, George Chalmer, George Garrow, Miguel Jannes, Jacob Stratton, Samuel Moscarenhas Monrat, Abram DeFries, John DeFries Junior, Thomas DeFries and Francis Lautour of Fort Saint George Merchants

Merchants Defendants

This Cause coming on to be Heard and Debated this day in the presence of the Attornies on both sides on Reading the Complainants Bill with Copies of Policy of Insurance and Account Current Annexed, The Defendants Answer with Copy of an Exhibit Annexed, The Replication, The Rejoinder, The Interrogatories and Depositions on the part of the Complainant with Exhibits marked B C D E and F annexed On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do stand dismissed with Costs

Hu[illegible]

Court of Appeals
at
Madraspatnam } ffr. Saturday the 15th day of November
Anno Dominii 1794

Between Martinus Rickeen of Tranquebar Merchant by his attorney Jacob Eilbracht Governor of Pulicatt by his attorney Dederick Christiane of Fort Saint George Merchant Appellant and William Balfour, Oliver Coft, Jonas Dubbe Porcher, Thomas Read head, and Henry Readhead, Robert Woolf, Benjamin Roebuck, and William Abbott, Daniel Joce, George Chalmer, George Garrow, Miguel Joannes, Jacob Noraton, Samuel Moscow-tish Monrat, Adrian DeFories, John DeFries Junior, Thomas DeFories and Francis Lautour of Fort St. George Merchants Defendant

This Cause Coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 20th day of May Anno Domini 1794 Upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court, be and stand affirmed and that the Appellants Petition be hence dismissed with Costs

Hu[illegible]

Robert Clerk 92

Filed 27th May 1794

In the Honble the Mayors Court at Madraspatnam

Between The United Com-
pany of Merchants of England
trading to the East Indies by
Major General Sir Archebald
Campbell K.B: John Holland
James Henry Casamayor and
Robert Maunsell Esquire Gover-
nor in Council of Fort Saint-
George Complainants and Charles
Floyer Defendant.

The affidavit of William Herbert One of the Serjeants of this
Honorable Court

The said William Herbert Maketh Oath and saith That
he this Deponent hath made deligent search and inquiry
for Charles Floyer the Defendant above named, in Order to
serve Charles Floyer with the annexed Copy of the Decree of
This Honble Court made in the above Cause and with the
annexed Copy of the Order of the Kings most Excellent
Majesty in Council confirming the said Decree of This
Honble Court and this Deponent saith that he hath not
been able to find the said Defendant Charles Floyer, and this
Deponent saith he hath been credibly informed that the
said Defendant is not within the Jurisdiction of this
Honorable Court. and that the said Defendant hath not
been within the Jurisdiction of this Honble Court for three
years now last past and upwards and that the said Defend.
now lives and resides beyond the Seas in some part of Great
Britain which this Deponent verily believes to be true

Wm Herbert Serjt.

Sworn to in Court
this 27th day of May
1794
G. Taylor
Dep.

Extract from the Minutes of a Court Held at the
Town Hall Friday the 18th day of April Anno Domini
1794

Present

James Dupre Porcher Esquire Mayor
James Call — William Webb
Andrew Ross — John Hilford
Henry Brickley — Michell — Henry Readhead
Benjamin Roebuck and James Daly
Aldermen

The United Company of Merchants of England Trading to
the East Indies by Major General Sir Archibald Campbell K.B.
John Holland James Henry Casamayor and Robert Maunsell
Esquire Governor and Council of Fort Saint George

against

Charles Floyer

Bill with Copies of fourteen Exhibits annexed Read
Affidavit of Charles Nicholas White Secretary to the Re-
venue Commercial and Revenue Department of the
Government of the said Complainants Read
Plea and Answer with Six Exhibits annexed Read
Replication with Seven Exhibits annexed Read
Rejoinder Read
Interrogatories on the part of the Complainants Read
On Deposition taken thereto Read
Interrogatories on the part of the Complainants with
Exhibits Marked N.1st N.2d N.4. N.5. N.6. N.7.
N.8. N.9. N.10. N.11. N.12. N.13. N.14. N.15. N.16.
N.17. N.18. N.19. annexed Read

National

Additional Interrogatories on the part of the Complainants Read
Seven Depositions taken thereunto Read
Further Additional Interrogatories on the part of the Complainants with Exhibits marked A B & C & N. 20. N. 21. N. 22. N. 23. N. 24. N. 25. N. 26. N. 27. N. 28. N. 29. N. 30. N. 31. N. 32. N. 33. annexed Read
Seven Depositions taken thereunto Read
Interrogatories on the part of the Defendant with two Exhibits Marked A & B annexed Read
One Deposition taken thereunto Read
Interrogatories on the part of the Defendant Read
Three Depositions taken thereunto Read
Interrogatories on the part of the Defendant with Exhibit N. 3. annexed Read
Eleven Depositions taken thereunto Read
Additional Interrogatories on the part of the Defendant with Exhibit N. 5. annexed Read
One Deposition taken thereunto Read
Additional Interrogatories on the part of the Defendant with Exhibit Marked N. 5. annexed Read
Seven Depositions taken thereunto Read
Defence hearing this Cause till Tuesday next when a full Court is Ordered to be Summoned at 11. o Clock in the forenoon

A True Extract

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 19th day of April Anno Domini 1791

Present

Josias DuPre Porcher Esquire Mayor
Andrew Ross and Henry Pinckney Pinckett
Aldermen

Mr. Alderman Allen takes his Seat upon the Bench
Mr. Alderman Readhead takes his Seat upon the Bench
Mr. Alderman Daly takes his Seat upon the Bench
Mr. Alderman Nott takes his Seat upon the Bench
Mr. Alderman Rutford takes his Seat upon the Bench
Mr. Alderman Roebuck takes his Seat upon the Bench

The United Company of Merchants of England Trading to the East Indies by Major General Sir Archibald Campbell K. B. John Hollond James Henry Casamayor and Robert Mounsele Esquires Governor and Council of Fort St. George

against

Charles Floyer

This Cause Coming on to be Heard and Debated this day in the presence of the Attornies on both Sides The Complainants Bill with Copies of Fourteen Exhibits annexed, The Affidavit of Charles Nicholas White Secretary of the Public Commercial and Revenue Department of the Government of the said Complainants The Defendants Plea and Answer with two Exhibits annexed, The Replication with Seven Exhibits annexed, The

The Rejoinder, The Interrogatories and Depositions on the part of the Complainants with Exhibits Marked N.5. and N.2. N.4. N.6. N.C. N.7. N.8. N.9. N.10. N.11. N.12. N.13. N.14. N.15. N.16. N.17. N.18. N.19. N.20. N.21. N.22. N.23. N.24. N.25. N.26. N.27. N.28. N.29. N.30. N.31. N.32. N.33. and A B & C. The Interrogatories and Depositions on the part of the Defendant with Exhibits Marked A & B. N.3. N.5. & N.5 having been Read on Friday the 15th Instant at a Court Held on that day— On Hearing the Readings made Use of by the Parties and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainants the full and Just Sum of Rs Lack two Thousand and twenty eight Star Pagodas Twenty Fanams and Sixty Seven Cash / Star Pagodas 102028.. 20.. 67. / 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 True Extract
G. Taylor
Regr.

Filed 29th April 1794.

At the Court at St. James's

the 24th of July 1793.

Present

The Kings Most Excellent Majesty

Marquess of Bath — Mr. Chancellor of the Exchequer
Viscount Sydney — Mr. Secretary Dundas
Lord Amherst — Sir Richard Worsley Bart.—

Whereas there was this Day Read at the Board a Report from the Right Honble the Lords of the Committee of Council for hearing Appeals from the plantations &c. dated the 18th of the Instant, in the Words following— Viz.—

"your Majesty having been pleased by your Order in Council "of the 5th of this Instant, to refer unto this Committee, The humble "Petition of the United Company of Merchants of England trading to the East Indies, Setting forth, That on or about the "3d day of February 1789 The Petitioners filed their Bill in the Mayors Court at Madraspatnam in the East Indies against "Charles Floyer Esquire, a Senior Merchant in the Service of the "Petitioners; praying that the said Charles Floyer might be decreed to pay to the Petitioners the Sum of Rs Lack two thousand eight "hundred twenty eight Star Pagodas, twenty Fanams and Sixty Seven "Cash, in the said Bill mentioned, / together with all such Interest as was then due or might thereafter become due thereon— That the said Charles Floyer afterwards put in his Plea "and Answer to the said Bill, and the said Cause being brought to Issue, and divers Witnesses having been examined, the same "Cause come on to be heard in the said Mayors Court on the 17th day

"day of April 1796. when the said Court was pleased to decree and
"did Decree that the said Charles Floyer should pay to the Peti-
"tioners the full and Just Sum of One Lack two Thousand
"and twenty eight Pagodas, twenty fanams and Sixty Seven
"Cash, together with all such Interest as then was or should
"therefor become due thereon until full Payment should be
"made, and also Costs of the said Suit — That on the 2d. day
"of May 1796. the said Charles Floyer appealed from the
"said Decree of the Mayor's Court to the Honble the Court of
"Appeals at Madras, praying that the said Decree might be
"reversed, and that the Petitioners said Bill might be dis-
"missed with Costs; That on the 26th day of November 1796.
"the said Appeal came on to be heard, when the said Court
"of Appeals were pleased to order and Decree, and did
"Order and Decree, that the said Decree of the Mayor's Court
"should stand affirmed, and that the said Appeal should
"be dismissed with Costs; That on the 9th day of December 1796.
"the Said Charles Floyer appealed from the said Decree of the
"said Court of Appeals de Madras to your Majesty; That
"the said Charles Floyer has not yet presented any Petition
"of Appeal in the said Cause to your Majesty nor have
"any Proceedings been taken therein — The Petitioners
"therefore humbly Pray that the said Appeal may be dismis-
"sed with Costs, for want of prosecution — The Lords of
"the Committee in Obedience to your Majesty's said Order
"of Reference have this Day taken the said Petition into con-
"sideration and were attended by the Solicitor for the Petitioners
"thereupon and it appearing to be upwards of Nineteen
"Months since the said Decree was made and that the Ap-
"pellant hath not during all that time presented any
Petition

"Petition of Appeal from the said Decree to your Majesty in Coun-
"cil, or taken any Steps for prosecuting the same their Lordships
"do agree to Report as their Opinion to your Majesty, that the Ap-
"peal of the said Charles Floyer from the said Decree of the Court
"of Appeals at Madras of the 9th of December 1796, ought to be
"dismissed for non prosecution with Twenty Pounds Sterling
"Costs."

His Majesty taking the said Report into Consideration was pleased,
with the Advice of His Privy Council to approve thereof and to Order,
That the said Appeal of the said Charles Floyer from the said Order
one of the Court of Appeals at Madras of the 9th of December 1796, Be,
and the same is hereby Dismissed this Board for non prosecution; with
Twenty Pounds Sterling Costs — Whereof the Governor or President
and Council at Madras for the time being, the Mayor's Court there and
all other Persons whom it may Concern, are to take notice and govern
themselves accordingly —

Steph Cottrell

True Copy
Geo Taylor
Regr

Extracts from the Minutes of a Court Held at the Town
Hall on Tuesday the 20th day of May Anno Domini 1794

Present
Henry Chichley Michell Esquire Mayor
James Call — Andrew Ross and
John Mitford — Aldermen

The United Company
vers
Charles Floyer

Affidavit of William Herbert One of the Serjeants of this

this Court, Sworn to in Court read and filed this day setting forth that he hath made diligent search and Enquiry for the Defendant abovenamed in order to Serve him with Copy of the Decree of this Court made in the above Cause and with the Copy of the Order of the Kings most Excellent Majesty in Council Confirming the Decree of this Court That he hath not been able to find the Defendant That he hath been Credibly informed that the said Defendant is not within the Jurisdiction of this Court and that he hath not been within the Jurisdiction of this Court for three Years now last past and upwards and that the said Defendant now lives and resides beyond the Seas in some part of Great Britain The Attornies for the Complainants therefore pray that a Warrant of Execution may issue against the Defendants Effects to which the Attorney for the Defendant objects and prays that he may be allowed a time of one Week to Shew Cause against the sufficiency of the Affidavit, and further although the Party Defendant should not be found here in Court by his Attorney and therefore the Service of the said Order should be made on him is that the Defendant may have every Benefit the Charter and the Book of Instructions allow him to make such Objections as the nature of the Case may require The Court having taken the same into Consideration it is Ordered that the Warrant of Execution against the Defendants Effects do issue

Filed the 23. July 1793.

The Demurrer of Nayaroo
Verdapilly by his Attorney
and Assignee Mark Francis
Jeffrey Complainant to the
Plea of Veerapula Ramanaped
Defendant

The said Complainant by protestation not confessing or acknowledging all or any of the matters and things in the Defendants said Plea contained to be true in such sort manner and form as the same are therein and thereby set forth and alledged doth Demur thereunto and for Cause of Demurrer sheweth That the Defendant in and by his said plea doth plead in Bar to the Complainants said Bill of Complaint and any Relief thereby prayed and doth by his own shewing rest his said Bar upon the Tenor of an Obligation in his said plea set forth and upon an Explanation thereof and for as much as the Defendants said plea is, as the Complainant is advised defective the Complainant doth therefore and for divers other Errors and imperfection in the Defendants said plea Contained demurr in Law thereunto and humbly demands the Judgment of this Honble Court thereon, and pray to be dismissed with Costs

J. Stuart Hall
Soly for Compt

Filed 27th August
1793.

The Joinder of Vapaula Ravana-
pah Defendant to the Demur-
rer of Nayaros Verdapilly by
his Attorney Mark Francis
Jeffray Defendant

This Defendant says that notwithstanding any thing
in the said Demurrer alleged or set forth by the Complainant
this Defendants Plea ought not to be dismissed for this De-
fendant Says that his said Plea is not by any means
defective as the Complainant pretends, but to all intents
and purposes is (as this Defendant hath been advised) a
good & sufficient plea in Law to Bar the Complainants
Right of Action against this Defendant — and for further
Joinder this Defendant Saith that by the very tenor of the
Agreement executed by this Defendant Copy of the Transla-
tion whereof is inserted in the body of the said Plea it evi-
dently appears that this Defendant is not bound further
than for the payment of any Balance of Interest that might
have been due on the Bond of Alexander Davidson subsequent
to the limitted time of payment thereof & after the principal
had been discharged by the said Alexander Davidson and as the
said Alexander Davidson had departed this life previous
to the said limitted time of payment thereof, this Defen-
dant was thereby relieved from all Responsibility res-
pecting the said Obligation and therefore & for as much
as the Complainant had brought his Bill, which by its
own shewing appears to be groundless and without any
foundation whatever this Defendant had a good & Sub-
stantial Causes to Plead in

in his said Plea —

For all which matters & things this Respondant
prays that the Complainants Demurrer may be thrown out
with Costs to be paid by the Complainant —

Popham for self & A. Williams } attornies for Defendant

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 13th day of May Anno Domini 1794

Present.

Henry Chickley Michell Esqr. Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Nayaros Verdapilly by his Attorney and Assignee
Mark Francis Jeffray

Vapaula Ramanapa

Demurrer of the Defendants Plea Read —
Joinder thereto Read —

The Demurrer and Joinder —

Coming on to be Argued and Determined this day in the
Presence of the Attornies on both sides, On hearing the
Arguments made use of by the Attornies and on due Con-
sideration had thereon — The Court are of Opinion that
the Demurrer is insufficient it is therefore Ordered —
that the Demurrer be thrown out with Costs. —

Filed the 23d July 1793.

In the Honble the Mayors Court at Madraspatnam

Between Nyaroo Verda-pillah by his attorney and assignee Mark Francis Sheffrey Complainant

and

Poopaula Ramanapah Defendt

Exceptions taken and filed in this Honble Court by the said Complainant to the insufficiency of the answer of the said Defendant put into the said Complainants Bill of Complaint

First Exception The Complainant Excepts against the said Defendants Answer as insufficient for that the Defendant has not set forth whether upon Alexander Davidson offering to Execute to the Complainant his the said Alexander Davidsons Bond for the Amount of the said sum of Twenty One Thousand and Eighty Six Rupees and twenty Annas and Entreating this Complainant to accept the same and upon objection being made thereto by the Complainant unless he the said Alexander Davidson would give good and sufficient security on account thereof he the said Alexander Davidson did or did not thereupon inform the Complainant that the Defendant his the said Alexander Davidson's principal debt ask would become Security for the said Sum of twenty One Thousand and Eighty Six Rupees and twelve Annas should he the said Alexander Davidson not pay the same unto the Complainant at the Expiration of the time limitted in the Bond by him the said Alexander Davidson proposed to be Executed to the Complainant as aforesaid and whether he did not agree to become Security as aforesaid and whether he did not in consequence thereof Execute to the Complainant a Bond or Obligation bearing date the first day of April in the Year of Christ One Thousand Seven hundred and Eighty Nine as a Collateral Security for the payment of the said Sum of Twenty One Thousand and Eighty Six Rupees and twelve Annas and whether the nature and Extent of such Security was not first fully Explained to him the Defendant and whether Your Orator did not in consideration of such Security or how otherwise Consent and agree to grant unto the said Alexander Davidson further time for the payment of the said Sum of Twenty One Thousand and Eighty Six Rupees and twelve Annas all which he ought to have done the same being required by the Complainants Bill

Second Exception The Complainant Excepts against the said Defendants Answer as insufficient for that the Defendant has not set forth whether the said Alexander Davidson did not sometime and when address unto his then agents Messieurs Chase and Parry the Letter set forth in the Complainants Bill and whether the Defendant did not at the time the Letter was so addressed to the said Messieurs Chase and Parry or at some and what other time read and fully understand the purport and meaning thereof all which he ought to have done the same being Required by the Complainants Bill

Third

Third Exception The Complainant Excepts against the said Defendants Answer as insufficient for that the Defendant has not setforth whether at the time of Excepting the said Bond and the collateral Security on Account thereof when the said Alexander Davidson was about to proceed to Virago patam the Defendant was not about to proceed with him in the Capacity of his principal debask or how otherwise and whether by reason thereof the Defendant did not Expect to derive certain benefits and advantages therefrom all which he ought to have done the same being required by the Complainants Bill.

Fourth Exception The Complainant Excepts against the said Defendants Answer as insufficient for that the Defendant has not setforth whether the said Alexander Davidson did not depart this life indebted before and long before the time limited for payment of the said Sum of Twelve Thousand and Eighty Six Rupees and twelve annas had Expired and whether he the said Alexander Davidson did not so depart this life without having paid and Satisfied unto the Complainant the said Sum of Twenty One Thousand and Eighty Six Rupees or any part thereof all which he ought to have done the same being Required by the Complainants Bill.

In all which particulars as the said Complainant humbly insists, the said Defendants said Answer is altogether Evasive, imperfect and insufficient, wherefore the said Complainant doth Except

Defendant may be Compelled to put in a full and sufficient Answer to the said Bill of Complaint with all Cost to be paid by the Defendant

Stuart Hall
Atty for Compltt

Filed 27th august 1793

In the Honble the Mayors Court at Madraspatnam

Between Nayaroo Verdapilly by his Attorney Mark Francis Jeffray Complainant and Vissaula Ramanapah Defendant

The Answer of Moopanla Ramana speak to the Exceptions of Nayaroo Verdapilly by his attorney Mark Francis Jeffray

This Respondent in answer to the several Exceptions saith as follows

To the first Exception this Respondent saith that in Answer to the Interrogating part of the Complainants Bill this Respondent hath stated in his Answer that Alexander Davidson might have offered to execute his Bond to the Complainant for the sum of twenty one Thousand and Eighty six Rupees and twelve annas and might have entreated the Complainant to accept

accept the same and the Complainant might have refused to accept the same unless the said Alexander Davidson would give security on account thereof and that the said Alexander Davidson might have informed the Complainant that this Respondent would give security for the same and this Respondent did in his said Answer deny that he ever executed his Bond to the Complainant for the Payment of the said sum of twenty one thousand and eighty six Rupees and twelve Annas or that he executed any other security than the one before recited and as to that part of the Complainants Bill whereby he interrogated whether the Nature and Contents of the Security was not first fully explained to this Respondent this Respondent saith that he hath fully answered thereto by inserting in his Plea the Copy of the Translation of the very Obligation which he executed to the Complainant and this Respondent saith that having done so, he should have considered it an useless repetition to have said that he understood upon which he had already set forth in his Pleadings.

In Answer to the second Exception this Respondent saith that he hath stated in his answer that the said Alexander Davidson might for ought this Respondent Knew to the Contrary have written to his Agents Messieurs Chase and Barry in the terms mentioned in the Complainants Bill but denied that this Respondent wrote in any shape be bound by any Private Correspondence

Davidson with his said Agents or by any Construction the said Alexander Davidson or the said Complainant might think it convenient to put on the transactions of this Respondent and this Respondent humbly submits that it is evident by the Reasoning above stated that this Respondent understood the purport and meaning thereof and that therefore it would have been useless and Negatory to set forth that he had read and fully understood the purport and meaning of a Letter on which he had Reasoned at large as aforesaid.

In answer to the Third Exception this Respondent saith that he did admit in his said Answer that the said Alexander Davidson might have been going to the Northward as Chief of Vizagapatam about the time he executed the said Bond to the Complainants and that this Respondent might have been about to depart thereto with the said Alexander Davidson but whether he proceeded with him in the Capacity of his principal Dubash or not or whether by Reason thereof this Respondent did expect to derive certain benefits and advantages therefrom this Respondent says that those Questions were not only unimportant to the Matter in question but were impertinents and therefore evidently manifested a Litigious disposition in the Complainant to length out the proceedings unnecessary matter by which neither the Complainants nor this Respondent could have Reaped any benefit and

and therefore and for as much as it is evident this Respondent would not have entered into the service of the said Alexander Defendant or of any other Person unless he thought it to his advantage so to do, this Respondent did not Consider it necessary to answer particularly thereto

In answer to the Fourt Exception this Respondent saith that he did admit in his said answer that the said Alexander Davidson did depart this life previous to the time of payment of his Bond to the Complainant as mentioned in his said Bill this Respondent humbly conceives that the above is a conclusive Answer to the Complainants fourth Exception—

All which matter this Respondent submits to the consideration of this Honble Court and Prays that the Exceptants Exception may be dismissed with costs to be paid by the Exceptant—

Bopham for self & Wm Adams } attorneys for Respondent—

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 13th day of May Anno Domini 1794—

Present

Henry Chechley Mitchell Esqr. Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Nayaroo Verdapilly by his Attorney and Assignee Mark Frances Jeffery
vs
Vopaula Ramanaja

Exception to the Defendants Answer Read—
Answer thereto Read—

and the Answer thereto coming on to be Argued and Determined this Day in the Presence of the attornies on both sides, On hearing the Arguments made use of by the Attornies and on due Consideration had thereon — The Court are of Opinion that the Exceptions are insufficient & do therefore Order that the Exceptions be thrown out with Costs—

Filed 26th August 1794—

In the Honble the Mayors Court at Madraspatnam

Between Nayaroo Verdapil
ley by his Attorney Mark
Frances Jeffery Complainant
and Vopaula Ramanapah
Defendant—
Et e Contra

Exceptions taken and filed in this Honble Court by the said Original Defendant and Cross Complainant to the Cross Answer of the said Original Complainant and Cross Defendant—

First Exception This Exception doth except to that part of the Cross Answer expressed in the Words and figures following—

"And this Defendant says that at that time the "said Alexander Davidson was about to proceed to the Northward "as Chief of Vizagapatnam and to carry the Complainant "with him as his Head Dubash and had the Complainant "refused to grant the said Security on Account of the said "Sum of Seventy one Thousand and Eighty Six Pagodas and—

"and twelve Annas by the said Alexander Davidson unto this De-
"fendant Nayroo Verdapillay as aforesaid he the Complainant
"well knew that thes Defendant Nayroo Verdapillay would
"have Carried his intentions into execution and have prose-
"cuted the said Alexander Davidson in this Honble Court by
"which means he the said Alexander Davidson might have
"been prevented from proceeding to take upon himself
"the said Chiefship of Vizagapatnam and that he the
"Complainant would by reason thereof bein deprived of
"those well known benefits Endowments and adventages
"which the Debashes of Chiefs of out Stations receive, and
"also Expected to receive as said Debash of the said Alexander
"Davidson as Chief of Vizagapatnam, and this Defendant
"Nayroo Verdapillay says that he firmly believes that it was
"the hopes of acquiring those benefits advantage and Emolu-
"ments by attending the said Alexander Davidson to Vizaga-
"patnam and the fear of losing them or apart of them should
"the said Alexander Davidson be detained at madras at the
"instance of this Defendant, that he the Complainant
"agreed to Execute, and did accordingly Execute unto this
"Defendant Nayroo Verdapillay the said Bond or Obliga-
"tion, and this Defendant further says that he doth not
"know whether the Complainant did receive from the said
"Alexander Davidson any Consideration in money on account
"of the said Bond or Obligation by the Complainant Executed
"unto this Defendant Nayroo Verdapillay, but this Defendt
"Nayroo Verdapillay says he might have received such con-
"sideration, and this Defendant Nayroo Verdapillay sub-
"mits this Honble Court that

"had then in view that is to say to manage the affairs of
"the said Alexander Davidson as Chief of Vizapatnam and
"to Enjoy all that influence, which Debashes possess in
"such Situations, and the Interest Benefits advantages
"and Emoluments to be derived by means thereof was a full
"and sufficient consideration for the Security the Complai-
"nant Entered into, in and by the said Bond or Obligation
"by him Executed unto this Defendant as aforesaid" and
for cause of exception Sheweth that the same is Unde-
fendable illegal and impertinent, wherefore this Excep-
tion humbly prays the same may be Ordered to be expunged, and that
the said Cross Defendants, may be Compelled to pay exemplary
Costs for the Introduction thereof

R Williams
for Bopham and self
Attys for Original Defendt
and Cross Complainant

Filed 16th Septr 1794

In the Honble the Mayors
Court at Madraspatnam

Between Nayaroo Verda-
pillay by his attorney Mark
Francis Jeffry Complainant
and Vropanda Ramanapah
Defendant
Et Contra

The Answer of the above Named Original Complainant and

and Cross Defendant to the Exceptions taken by the Original Defendant and Cross Complainant above Named.

This Original Complainant and Cross Defendant Ver-
dapilly by his said attorney says that the several matters
and things by the Cross Complainant Exception to in this
Defendants Cross Answer, are pertinent and relevant in-
asmuch as that the Cross Complainants Cross Bill are
parcel of this Original Answer and therefore this Defen-
dants Cross answer being in objection thereto, is accordingly
taken and forms a part of his said Original Bill of Com-
plaint and this Defendant by his said attorney says that
the several matters and things, Excepted to by the Complai-
nant are in fact charges in this Defendants said original
Bill of Complaint contained and therefore had these same been
irrelevant impertinent or scandalous, the Cross Complainant
should have taken his Exceptions at an Earlier period, that
is to say at the time he filed his Answer thereto. And this
Defendant further says that several matters, and things
Excepted to by the Complainant are not scandalous, as they
do not throw any slurs upon the Complainants Character
and are both pertinent and relevant and this Defendant
by his said attorney further says that in and by his said
Original Bill of Complaint, he had interrogated the Cross
Complainant, to the several matters and things to which
the Cross Complainant has now Excepted to, but he did
not find it convenient to make Answer thereunto, and
now Endeavours to prevent this Defendant from sub-
stantiating the Charges in his Original Bill of Com-
plaint contained out of which the [illegible]

were framed, and this Defendant by his said attorney
submits to this Honble Court that such the Con-
duct of the Cross Complainant has a very extra-
ordinary appearance, and shews that he was
not only unwilling to relate the whole truth
himself regarding the matter upon which this
Defendant brought his said Original Bill of
Complaint, but is likewise desirous of prevent-
ing this Defendant from doing so

All which Matters and things this
Defendant is willing to Verify and prove as this
Honble Court will be pleased to direct, and humb-
ly prays that the Cross Complainants Exception
may be over ruled with Costs

Stuart Hall
Atty Cross Deft

Court of Appeals
at
Madraspatnam

Saturday the 24th day of May
Anno Domini 1794.

Between Ponnapen of
Madras Inhabitant Appellant
and Codambaukam Ponnapah
Moodelear of the same place
Inhabitant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exceptions of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 27th day of May Anno Domini 1793 Upon due Consideration had of the Matters therein severally contained and of the Pleadings and arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court dated the 14th day of May Anno Domini 1793, be Reversed and that the further time of fourteen days from this 24th day of May Anno Domini 1794 be given the Appellant to answer the Respondents Bill of Complaint in the Honble the Mayors Court and each party paying his own Costs in this Court

Robert Clerk Clk.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 27th day of May Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
William Webb Andrew Ross and
Alexander Cockburn Aldermen
Codambaukam Ponnapah Moodelear

Ponnapen

Letter from the Court to the Court of Appeals to the Register and accompaning the Proceedings in this Cause together with the Decree of the said Court Reversing the Decree of this Court allowing the Defendant fourteen days from the 24th Instant to answer the Complainants Bill

Filed 3d June 1794

In the Honble the Mayors
Court at Madraspatnam

Between Anna Sethu Iriet
Administratrix of Sethu Iriet Deceased Complainant and Lessee
Coja Maul Defendant

The Humble Petition of the above named Complainant

Sheweth

That your Petitioner did on the Twenty Sixth day of November One thousand Seven hundred and Ninety One file a Bill of Complaint the above named Defendant for the Recovery of a certain sum of Money as set forth in his Bill of Complaint

That after the usual Proceedings were had the said Cause come on to be heard on the Twenty Ninth day of April last when this Honble Court was pleased to Order and Decree that the Defendant should pay your Petitioner demand and Interest and Costs of Suit from which Decree the Defendant hath appealed to the Honble the Court of Appeals of Madraspatnam

Your Petitioner therefore prays this Honble Court will be pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of appeals to attend the Hearing of the said Cause

R Williams for Popham
& Self Attys
for Compt.

Extract from the Minutes of the Court Held at the Town Hall on Tuesday the 3d day of June Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross and John Mitfour
Aldermen

Anna Seth Aviett Administratrix of Seth Aviett Dect.
vs
Sarad Cja Maule

Petition of the Complainant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals — Ordered according

Filed 3d June 1794.

In the Honble the Mayor's Court at Madraspatnam

Between Anna Seth Aviett Administratrix of Seth Aviett Deceased by her attornies Anna Seth Aviett and Aviet Seth Complainant and Sarad Cja Maul Deceased —

Sheweth

The Humble Petition of the above named Complainant

That your Petitioner did on the Twenty Sixth day of November One Thousand Seven hundred and Ninety one file a Bill of Complaint against the above named Defendant for the Recovery of a certain sum of Money as set forth in his Bill of Complaint —

That after the usual Proceedings were had the said cause coming to be heard on the Eighteenth day of March last when this Honble Court was pleased to order and Decree that the Defendant should pay your Petitioners demand and Interest and Costs of Suit from which Decree the Defendant hath appealed to the Honble the Court of Appeals of Madraspatnam —

Your Petitioner therefore prays this Honble Court will be pleased to order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause —

R Williams for Popham
& Self Attys
for Compt.

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 3d. day of June Anno Domini 1794

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross and John Mitford
Aldermen

Zephia Stephen Sister and next of Kin of Gregorio Miguel Deceased by his Attorneys Anna Seth and Sarah Seth

versus

Sarad. Coja Maule

Petition of the Complainant read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals— Ordered— Accordingly.—

Filed 3d June 1794

In the Honble the Mayors Court at Madraspatnam

Between John Martin and Francis Martin Administrator and administratrix of Etterell Barrett Deceased— Complainants and Nineapah Modely Administrator of John Sykes Deceased Unadministered by James Johnson Deceased Defendant.

The Humble Petition of the

That Etterel Barrett did in his life time filed a Bill of Complaint against the above named Defendant for the Recovery of a Certain Sum of Money as set forth in his Bill of Complaint—

That after the usual Proceedings were had the said Cause came on to be heard on the Fifteenth day of April last when this Honble Court were pleased to Order and Decree that your Petitioners Bill should stand dismissed with Costs from which Decree your Petitioners have appealed to the Honble the Court of Appeals at Madraspatnam

Your Petitioners therefore pray this Honble Court will be pleased to Order the Register of this Honble Court to send up the Original Papers in the above Cause to the Honble the Court of Appeals to attend the Hearing of the said Cause—

R Williams for Popham
& self Attys for Compts

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 3d. day of June Anno Domini 1794—

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross and John Mitford
Aldermen

John Martin and Francis Martin Administrator and Administratrix of Etterell Barrett Deceased versus Nineapah Modely Administrator of John Sykes Deceased Unadministered by James Johnson Deceased—

Petition of the Complainants read and filed this day praying that the Original Proceedings in this Cause may be sent up to the Court of Appeals— Ordered Accordingly.—

Fort 15th April 1794

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Oratrix Marianha de Rozario of Saint
Thome Inhabitant but at present of Madras That Moscany
of Madras Inhabitant Stands justly and truly indebted unto
your Oratrix in the full and just sum of Twenty eight Star
Pagodas Seventeen 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 Eleven
Pounds and Seven Shillings or thereabouts as will more fully
and clearly appear by Copy of an account Current hereunto
annexed for the inspection of this Honble Court, Arising upon
Bond or writing Obligatory for him the said Moscany duly
Executed unto your Oratrix, the Original of which said ac-
count Current and Bond or writing Obligatory are in the
Possession of your Orators Attorney at Law, and ready to be
produced when Required, Reference being thereunto had will
fully appear And Your Oratrix further sheweth unto this
Honble Court that she hath frequently and in an amicable
manner demanded payment from the said Moscany of the said
sum of Twenty eight Star Pagodas Seventeen fanams and
Sixty Cash — But now so it is may it please
this Honble Court that the said Moscany Obstinately and
wilfully Refuses to pay the same 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 Moscany
may upon his Corporal Oath full true direct and per-
fect Answer make to all and Singular the

and things herein before set forth and alledged as fully truly and effec-
tually 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 Oratrix the aforesaid Sum of Twenty eight Star
Pagodas Seventeen fanams and Sixty Cash with all such Interest
as now is, or shall hereafter become due thereon also all Costs of
this Suit —

May it therefore please this Honble Court
to Cause the said Moscany 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 Bill of Complaint and further to stand to and abide
by such Order and Decree therein as to this Honble Court shall
seem meet —

Fort Saint George 15th April 1794

G Bailey
Atty for Complt

This Bill was shewn to me in the
Way of adjournment and the Complainant
having Sworn to the justness of his demand
and that he hath reason to believe that the
Defendant will abscond in hearing a Bill
of Complaint is filed against him let a Sum-
mons issue Returnable immediately and
a Warrant of Arrest issue thereon —

H. C. Mitchell
Mayor

Dr. Moocany in Account Current with Martinha de Rozario Cr.

1796 March 4th	To the amount of your Bond bearing date this day	20 — —	1794 April 15th	By Ballance due	28. 1760
1794 April 15th	To Interest on ditto to this day being 8 years & 28 days 12 p.ct Cent	8. 17. 60			
	Pagodas	39. 1760.		Pagodas	39. 1760

Madras
15th April 1794

E. E. Exc.t + the Marked of
Martinha de Rozario

Store Opy
G. Parsley
Atty for Compl.t

Filed 16th April 1794

In the Honble the Mayors Court at Madraspatnam

Between Martinah de Rozario of Saint Thome Inhabitant but at present of Madras Complainant
and
Moocay of Madras Inhabitant Defendant

The Affidavit of the above Named Complainant.

This Deponent maketh Oath and saith that the above Named Defendant Stands justly and truly indebted unto her this Deponent in the full and just Sum of Twenty Eight Star Pagodas Seventeen Fanams and Sixty Cash Current money

G. Parsley
Atty for Compl.t

Money of Madras, for the Recovery of which this Deponent hath this day filed her Bill of Complaint in this Honble Court — And this Deponent further saith that she has Reason to believe that the above Named Defendant will leave the jurisdiction of this Honble Court on hearing a Bill of Complaint is filed against him —

The mark + of Martenha
de Rozario

Sworn to before me the Contents hereof having been previously Explained to the Deponent by Mr. Lewsed Interpreter this 15th April 1794 —

H. C. Michell
Mayor

Filed 3d June 1794

In the Honble the Mayors Court at Madraspatnam

Between Martinha de Rozario Complainant
and
Moocany Defendant —

The Affidavit of William Herbert one of the Serjeants of this Honble Court —

This Deponent maketh Oath and saith that he did personally Serve the Defendant in this Cause with three Rules issuing out of this Honble Court by delivering the Originals to the said Defendant at the Gool the last of which was a peremptory one to the following purport to wit — Further — Day is given the Defendant till the 29th Instant to Answer the Compl.ts Bill in default of which Judgment will be given for the Compl.t —

Town Hall
18th may 1794

Sworn in Court this
3d June 1794 —

Wm Herbert Mace Serj.t

Before me signed G. Taylor Reg.r

Mayor's Court at
Madraspatnam

Tuesday the 3 day of June
Anno Domini 1794.

Present

Henry Chichley Michell Esqr. Mayor
Andrew Ross and John Mitford
Aldermen

Between Martinha de
Rozario of Saint Thome Inhabi-
tant but at present of Madras
Complainant and Moreany 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 do-
ing This Court doth therefore think fit to Order and Decree
and doth accordingly Order and Decree that the Defendant do
pay unto the Complainant the full and just Sum of Twenty
Eight Pagodas Seventeen Fanams and Sixty Cash/ Pagodas
28. 17- 60/ together with all such Interest as now is or
shall hereafter become due thereon until full payment is
made also all Costs of this Suit.

Hur

Mayor's Court at
Madraspatnam

L S

Tuesday the 13th day of May
Anno Domini 1794.

Present

Hz Chz Michell Esqr. Mayor
Andrew Ross & Benjn. Roebuck
Aldermen

Between James Waddington
Warehouse Keeper of Fort Saint George
Merchant Complainants and
Cawjee Lasb of the same place
Horse Dealer Defendant.

The Defendant being in Court and Acknowledg-
ing 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 do pay unto the Complainants
the full and Just Sum of Fifty five Pagodas and Six fa-
nams/ Pagodas 55. 6.-/ together with all such Inte-
rest as now is or shall hereafter become due thereon until
full payment is made also all Costs of this Suit

Hur

/Signed/ G. Taylor
Regr.

In the Honble the Mayors
Court at Madraspatnam

Between James Waddle
and Alexander Stewart of Fort Saint
George Merchants Complainants
and Cawder Saib of the same Place
Horse Dealer Defendant

The Affidavit of William Herbert
One of the Sergeants of this Honble Court

This Deponent maketh Oath and saith that he did on the Twenty ninth Day of May last about five a Clock in the afternoon, go to the dwelling House of the above named Defendant situated at Nayinga poram near the Governors Garden, and did leave at the said House a Copy of the Decree of this Honble Court filed in the above Cause, of which the Annexed is a true Copy

Sworn in Court
3d June 1794

Wm Herbert Serjt

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3d day of June Anno Domini 1794

Present

Henry Chichley Mitchell Esqr Mayor
Andrew Ross and John Mitford
Aldermen

James Waddle and Alexander Stuart
vers
Cawder Saib

Affidavit of William Herbert One of the Sergeants of this Court of Service of Copy of the Decree of this Court upon the Defendant Sworn to in Court read and filed this Day

Filed 4th May 1793

To the Honble the Mayors
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court your Orator Thomas Parry of Fort Saint George Merchant That Henry Dupuy one of the attornies of this Honble Court and Sloane Gibbons a Lieutenant in the Service of the Honble East India Company the Executors named in the last will and Testament of Peter Walker late one of the attornies of the said Honble the Mayors Court Deceased - That the said Peter Walker in his lifetime being Indebted unto Your Orator in the sum of One Thousand and five hundred Pagodas Current Money of the Coast did in order to secure the repayment thereof with Interest at and after the rate of twelve per Cent per Annum enter into one Bond or writing Obligation bearing date at Fort

Fort Saint George aforesaid the Eighth day of August which was in the year One Thousand Seven hundred and Ninety One wherein the said Peter Walker did acknowledge himself to be held and firmly bound to your Orator in the Penal Sum of Three Thousand Pagodas Current Money of Madras with Condition thereunder written that if the said Peter Walker his heirs Executors Administrators or Assigns should well and truly pay or cause to be paid unto your Orator his Heirs Executors Administrators and Assigns the full and just Sum of One Thousand and five hundred Pagodas on demand together with such Interest as shall or may become due thereupon then the said Obligation to be void as will more fully and at large appear by the Copy of the said Bond hereunto Annexed for the Inspection of this Honble Court to which Your Orator craves to refer and prays the same may be taken as part of this his Bill of Complaint the Original whereof is in Your Orator's possession ready to be produced and proved when required and Your Orator Sheweth unto this Honble Court that there is now due for Principal and Interest on the said Bond or Obligation the full and just Sum of One Thousand Eight hundred and Twelve Pagodas, Twenty two fanams and forty Cash Current Money of Madras making into Sterling money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Seven Hundred and Twenty five Pounds or there abouts as will more fully and at Large appear by the Copy of an Account hereunto Annexed for the Inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be taken as part of this his Bill of Complaint the Original whereof is in Your Orator's possession ready to be produced and proved 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 Henry Dudley and Sloane Gibbons as

and Twelve Pagodas Twenty two fanams and forty Cash

But now so it is may it please this Honble Court the said Henry Dudley and Sloane Gibbons obstinately and willfully 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 agreable to equity and good Conscience To the End therefore that the said Henry Dudley and Sloane Gibbons 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 unto and that he may be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand Eight hundred and twelve Pagodas Twenty two fanams and forty Cash with all such Interest as now is or shall hereafter become due thereon as also all Costs of this Suit

May it please this Honble Court to cause the said Henry Dudley and Sloane Gibbons 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.

This 4th Day of May 1798.
This Bill was shewen to me in the days of adjournment let a Summons issue returnable next Court Day.
Jno Mitford
Mayor

Wilkinson
Atty for Compt.

Know all Men by these Presents that I Peter Walker of Madras Merchant am held and firmly bound unto Thomas Parry of the same place Esqr. in the Sum of Pagodas One Thousand Five Hundred Star Pagodas to the Payment whereof well and truly to be made I bind myself my Heirs Executors and Administrators firmly by these Presents. Sealed with my Seal and dated this 8th day of August in the Year of our Lord Christ One Thousand Seven Hundred and Ninety Two and in the Thirty Second Year of the Reign of our Sovereign Lord George by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c.

The Condition of the above Obligation is such that if the above bound Peter Walker his Heirs Executors Administrators or any of them shall and do well and truly pay or cause to be paid unto the above named Thomas Parry his Heirs Executors Administrators or Assigns the full and just Sum of Pagodas One Thousand Five Hundred Star Pagodas with Interest thereon at the rate of twelve Pagodas per Cent per Annum from the date hereof then this Obligation to be void and of none Effect, Sealed and delivered in the Presence of us

(Signed) P. Walker (L.S.)

Wm. Bowman jun.
Wm. Hastings
Edwd. Parry

Madras 8th August 1792

Received the above Bond

Thos. Parry

Dr. Henry DeRay and Sloane Gibbons Executors of Peter Walker Deceased in Account with Thomas Parry Cr.

1791				1793			
Augt.	8	To the Amount of the Deceased's Bond or Obligation of this date	1500	May	3	By Balance due	1812.22.40
1793							
May	3	To Interest on the above Sum from the 8 August 91. to this day being 1 Year 8 Months and 25 Days at 12 ℔ Cent ℔ Annum	312.22.40				
		Pagodas	1812.22.40			Pagodas	1812.22.40

Madras 3 May 1793

Errors Excepted

(Signed) Thos. Parry

Wilkinson
Atty for Compt.

Filed the 18th June 1796

The Joint and Separate Answer of Henry Dell one of the Attornies of this Honble Court and Mean Gibsons a Lieutenant in the Service of the Honble United Company of Merchants of England trading to the East Indies Executors Named in the Last Will and Testament of Peter Walker late one of the Attornies of the said Court Deceased Defendants to the Bill of Complaint of Thomas Parry of Fort Saint George Merchant Complainant

The said Defendants now and at all times saving and reserving to themselves all and all manner of benefit and advantage of Exception to the many Errors Uncertainties insufficiencies and imperfections in the Complainants said Bill of Complaint for answer thereunto or unto so much thereof as these Defendants are advised is material for them to make answer unto, and these Defendants further say, that from an inspection and examination of the said Peter Walkers Books, papers and Accounts or of such thereof as have come to the respective knowledge of them these Defendants, as Executors as aforesaid, they cannot admit, that the said Testator was indebted unto the Complainant in his life time, in the Sum of One Thousand and five hundred Pagodas and, upon the Ground of the said Books Papers and Accounts being Just and true, they do severally deny that the said Peter Walker, was so indebted in the said Sum One Thousand and five hundred Pagodas in his life time— These Defendants do not therefore admit, that the said Peter Walker did or could, in order to secure the payment of such sum

[illegible] and at and after the [illegible]

dissium, enter into a Bond or Obligation bearing date at Fort St George aforesaid the Eighth day of august, which was in the Year of Our Lord One Thousand seven hundred and Ninety One, of the Obligation, they do not admit, that the said Peter Walker did, or could directly or indirectly, execute the said Bond or Obligation, / if he did execute the same / for the purposes therein, and in the Complainants Bill set forth and therefore these Defendants do not admit, that the said Thomas Parry ought to be paid the said Sum of One Thousand Eight hundred and twelve Pagodas Twenty two fanams and fourteen and forty Cash from the Estate of the said Testatore or any part thereof and these Defendants do refer unto this Honble Court, the Grounds, upon which they have not admitted of the said Debt to be owing by the Testator in his life time, unto the said Complainant, and that / if owing at all by the Testator / that he did not execute the said Bond or Obligation for any Just Debt or other Valuable Consideration— First these Defendants say that the Testator departed from Fort St George with an intention of proceeding to Europe by way of China sometime in or about the month of July which was in the Year of Our Lord One Thousand seven hundred and ninety two, having previously made and published his last Will and Testament and Nominated these Defendants Executors thereof— and some time thereafter, and about the time of his said departure he appointed the Complainant and Avadanum Baupiah Brahmin his Attornies for the management of his Concerns at Fort St George in Consequence whereof the said Testator, at such the time of his departure, did deliver over unto the said Complainant and Avadanum Baupiah Brahmin all his several Books Papers—

Papers and Accounts, Bonds Notes and Bills, and generally all Securities for money to the Testator then receiving and belonging, and these Defendants say that they know, and do believe that the said Testator did previous to his departure also give and deliver unto the said Complainant and the said avadanum Paupiah Branning, written instructions respecting the management of his Affairs, and did also direct that they should reimburse themselves such sums as they had at that time or might thereafter lay out on the account from monies that they should receive from the said Bonds Notes Bills and other Securities for money so left in their hands. Henry Dalby one of these Defendants having received a Copy of the said Testators Instructions from the said Complainant, which he has annexed

But these Defendants say, that they verily believe, that the said Testator did not gave any Instructions to his said Attorneys, or to the Complainant respecting the payment of the Debt now sued for by the Complainant

And these Defendants further Shew, that sometime in the Month of January last, to the best of these Defendants Remembrance, they had the first information of the death of the said Testator, and did thereupon produce and prove his last Will and Testament in the Kings Ordinary of this Honble Court That some time thereafter they did address themselves to the Complainant believing him at that time to be the sole Attorney the Testator had constituted at his departure from Fort St George, requesting of him to deliver unto them, these Defendants such

Saint George as aforesaid and requesting also, that he would draw out an account between him and the deceased in his life time, and to pay to these Defendants the Balance if any, upon their giving a proper discharge for the same In answer whereto these Defendants shew, that the said Complainant did on the Sixth day of the month of February following transmit them an Account Current between him and the Testator, the Balance whereof was made the Sum of Two Thousand six hundred and thirty four Pagodas Six fanams and thirty one Cash in favor of the Complainant and the Complainant did also enclose a list of Papers, consisting of Bonds, Bills and note, which the Complainant said were left in his hands by the Testator, as a security for the advances he had made on his account which the Complainant said he was ready to deliver on these Defendants paying him the Balance above mentioned That these Defendants did in Reply thereto inform the Complainant That if he had a legal authority to hold the securities in his hands, until payment of this Balance should be made, that he was also empowered to demand and receive payment of them to that Amount, in which Case these Defendants said, they could not interfere until his Debt should be satisfied, they these Defendants saying, that they did not judge it prudent to enter into engagements to pay any of the Debts of the Estate, but from assets proceeding from it But these Defendants did also observe, that if the Complainant had no such legal authority, the course of Law, as they were advised, that he the Complainant should deliver up to them the said Securities, in order that they these Defendants might recover the Amount, and therefrom to pay to him, what might appear upon a statement of accounts due to him by the deceased at the time of his death

That

behalf most wrongfully sustained —

Hz DuPuy.

Sworn to in Court
by the Deft Hz DuPuy
this 18th June 1793 —
G.E. Atkins
Dy Regr.

J. Gibbons —

Sworn to by Sloane Gibbons
by Commission the 25th June 1793.
G.E. Atkins
Dy Regr.

Hz DuPuy
atty for the Defendt —

Star Pagodas 887. 5. 65. Madras 25th April 1793 —

Received of Henry DuPuy Esqr & Lieut. Sloane Gibbons Executors to the Peter Walker Esqr deceased Eight hundred and Eighty seven Pagodas five fanams and Sixty five Cash — being in full of the balance due to us by the Estate of the said Peter Walker as p account Current rendered —

Thos Parry
A. Paupia Brahmny.

True Copy
Hz DuPuy
atty Defendant —

way as in and by their said Answer they have already prayed — and not herein and hereby well and sufficiently by their said Answer and by this Last Answer they have already prayed as in and by their said Answer they have already prayed — Denied or avoided Traversed or Denied — Confessed or avoided Traversed or Denied — all which Matters and things the Defendants are ready to aver and prove as this Honorable Court shall Award and as this Honorable Court shall Award and Direct and these Defendants pray as in and by their said Answer they have already prayed —

Dr. The Estate of Peter Walker Esqr. deceased in account Current with

1792					
June	4	To paid him as per order	to Beaver		50
	6	To paid him as per ditto	to ditto		200
	11	To paid his dft	to W Conolly		250
	12	To paid his dft	to Beaver		1200
		To paid ditto	to Chase Parry & Co		6463.30
		To paid ditto	to Singanah		1237
	13	To paid ditto	to Captn Benfort		762
	18	To paid ditto	to W. Atkinson		7133.60
	21	To paid ditto	to Beaver		100
	20	To paid ditto	to R. Mason		300
July	2	To paid ditto	to Mr. Rutter	25	
		To paid ditto	to Brauning	50	
		To paid ditto	to Ditto	16	
		To paid ditto	to Wabbott	72.40	
					160.40
aug	3	To paid Gopaul Brauning			35
	6	To paid George Chalmers for Law Charges			30
Octr	4	To paid Forbes & Co balance of their a/c			38.3.74.
	9	To paid his dft to George Lafontaine			287
feby	6	To advanced Government at sundry times as per Bill Signed by him			186.37
April	25	To Interest on the above Sums to this day from their respective dates at 12 p Cent			538.4.6
				Pagodas	5784.14.24

Madras 25th April 1793

Except. Jno. Parry
M. Paupiah Brauning

Cr. Thomas Parry and Avadaunam Paupiah Brauning

1792					
July	10	By received from Mr. D. Monte by the hands of Govindarity for sundries			44.34.50
		rcd him			
	23	By received from Joseph Garrow Civil Paymr. the amt. of a Bill of Costs			111.30
		due from the Hon. the Company in the Cause of Cavaveah Modelliar Versus Sasha chellum			
	24	By received from Arnot Lindapah Chetty in full for his Bond and Interest			320.16
aug	27	By received from Sawdram & Sashachella Chetty to amt. of his Bo. note			62
Septr	7	By received from Venkatachella Naick in part of his not			10
	9	By received from Lt. Oham Johnston by the hands of Mr. Cochrane the amt. of sundry bills of Costs			73.24
	16				18.40
	21	By received from John Lenhaven			
Novr	6	By received from John Hall 6 Mo. Int. on his Bond for Pags. 15000. dated 29 March pt. 11 p C.		825	
		rcd him for 1/2 dozen Gin		1.33	
		1 Dr.		3.22	
		1 Dr.		3.22	
		4 Yds Canvas		1.14	
				217.15.78	
		P. Walker order to John Frank		6	
		Interest on Dr	180	356.21.78	468.22.2
		a Pipe of Madeira			30
					28.44
Novr	12	By received from George Moss in part of his Bond			75
	30	By received from D. Hays for a bill of Costs			
Decr	3	By received from Government by Nincapah in part of his Bond			18
		By received from Madoo Chitty Venatasawmy Naidoo in part of his note of hand			40
	19	By received from Cavanjoy Mordelly in full for a bill of Cost			24
	31	By received from Government for House Rent			3800
		By received from a Chapin for his Bo. note			
1793					
April	25	By Interest on the above Sums to this day from their respective dates at 12 p Cent			229.20.67
					887.5.65
		By Balance		Pagodas	5784.14.24

True Copy
Thy DuBey
Attys Defendants

Filed the 23d
July 1793

The Replication of Thomas Dorey
of Fort Saint George Merchant Com-
plainant to the Joint and Separate
Answer of Henry DuPuy one of the
Attornies of this Honble Court and
Sloane Gibbons a Lieutenant in the
Service of the United Company of
Merchants of England trading to the
East Indies Executors named in the
last Will and Testament of Peter Walker
late one of the Attornies of the said
Court Deceased Defendants to the said
Complainants Bill

This Replication now and at all times hereafter sa-
ving and reserving unto himself all and all manner of Benefit
and advantage of Exception to the many Errors insufficiencies and
Imperfections in the Defendants said Answer contained for Repli-
cation thereunto saith that his said Bill of Complaint Exhibited
into this Honble Court against the said Defendants and all and every
the matters and things therein contained are true certain and Suf-
ficient in the Law to be answered unto by the said Defendants
and that the answer of the said Defendants are in true uncertain
and insufficient in the Law to be Replied unto by this Repliant
For this Repliant said that whatever Judgment the said De-
fendants as Executors of the Deceased Peter Walker may from from
Inspection and Examination of his the said Deceased Books,
Papers and Accounts or of such of the same as have come to their
knowledge it by no means follows as they assert that they should
not admit that the said Testator stood Indebted unto this Repliant
in his life time and at the Time of his Death in the

Repication for this Repliant charges that the said Peter Walker being
so principally Indebted unto this Repliant did in order to secure
such Sum with Interest at the rate of Twelve per Cent per Annum
Execute the Bond on which this Repliant has said the said Defen-
dants as his Executors and as particularly set forth in this Repli-
cants said Bill of Complaint — And this Repliant pursuing
the Several Grounds set up by the said Defendants why they
do not admit of the said Bond debt being due to this Repliant
to the first in order Observes that it may be true that the said
Peter Walker did depart from Fort Saint George with an Inten-
tion of proceeding to Europe by way of China sometime in or
about the Month of July which was in the Year of Our Lord
One Thousand Seven hundred and Ninety two having previously
made and published his last Will and Testament and therein
appointed the Defendants his Executors — And this Repliant
admits that about the time of his said departure he the said Peter
Walker did appoint this Repliant together with Arabanum Pu-
piah Braming his Attornies for the management of his concerns
at Fort Saint George and that the said Testator did thereupon
deliver over to this Repliant and the said Arabanum Pupiah Bra-
ming as such his Attornies various Books Papers and Accounts
Bonds Notes and Bills and Generally Securities for the monies then
due to him in India together with a Paper of written Instructions
respecting the management of his Affairs and directions to rem-
burse themselves such Sums of Money as they either had at that
time or might thereafter lay out on his the said Peter Walkers
account from and out of such Monies as this Repliant and
the said Arabanum Pupiah Braming should receive from the
said Bonds, Notes, Bills and other securities for money so left in
their hands as the Attornies of the said Peter Walker — a Copy of
which written Instructions this Repliant does believe he gave to
the Defendant Henry DuPuy as stated in his said Answer,
And

And this Repliant admits that the said Peter Walker did not give any Instructions in the said Cater respecting the payment of the Debt now sued for by this Repliant nor could such Instructions be necessary as it was but reasonable that he the said Peter Walker would conclude that this Repliant would pay himself out of such effects as should come into his possession as one of his Attornies as aforesaid — And this Repliant admits it may be true that the Defendants had the first information of the Death of the said Peter Walker about the time — set forth in their Answer and that they did thereupon produce and prove he the said Peter Walker Last Will in the Kings Ordinary of this Honble Court And that some time thereafter they the Defendants did address themselves to this Repliant as probably considering him at that time the Sole attorney the Testator had constituted at the time of his Departure from Fort Saint George requesting of this Repliant to deliver unto them such Property of the Testators as he had left in this Repliants hands at such the time of his departure from Fort Saint George as aforesaid and requesting also that this Repliant would Draw out an Account between him this Repliant and the Deceased Estate and thereupon to pay to them the Defendants the Balance if any upon giving proper discharges for the same — And this Repliant admits that he did on or about the Sixth Day of the month of February last delivering furnish the Defendants with an Account Current between him this Repliant and the Testator the Balance whereof was the Sum of Two Thousand Six hundred and Thirty four Pagodas Six fanams and Thirty one Cash in this Repliants favor and did also accompany such Account with a List of Papers Consisting of Bonds Bills and Notes which were left in this Repliants hands by the said Testator as a Security for the advances this Repliant had made the said Testators Account and not as the Bills Bonds and Securities this Repliant did inform the said Defendants he was ready to deliver over to them the Defendants on their paying him the said Balance And this Repliant admits that the said Defendants did in reply say That if this Repliant had any legal authority to hold the said several Securities in his hands on till payment of this Balance should be made that he this Repliant was also Empowered to demand and received payment of them to that amount in which case the said defendants did say that they would not interfere untill his this Repliants Debt should be satisfied observing that they did not judge it prudent to enter into any engagements to pay money to any of the Creditors of the Estate but from effects procee- ding from it and the said Defendants did further observe that if this Repliant had no such legal right or authority that the course of law was as they were advised that this Repliant should deliver up the said securities in order that they might recover the amount from them to pay to this Repliant what might appear upon a Statement of Account to be Justly due to this Repliant from the said Deceased Estate — And this Repliant admits that sometime thereafter he this Repliant did deliver unto the said Defendant Henry Dupuy as one of the Executors of the said Peter Walker the Henry Debtor Deceased the last of Papers referred to by this Repliants said Letter of the Sixth Day of February last and that Repliants said Henry Dudley sometime thereafter having (as he informed he the said Henry Dudley) examined into the same Account and the Demands this Repliant pretended unto the same Account and the Demands thereby made and finding that every article therein contained was Just save and Except that he the said Repliant to the Bond on which this Repliant now sues he the said Defendant did desire of this Repliant that an account should be drawn out between this Re- pliant and Moodanum Coopiah Brauming as being the joint At- torneys of the said Peter Walker in his life time with the Estate of the said Deceased and that thereupon and upon their joint receipt he the said Henry Dudley so as aforesaid once thereof exclu- ding —

excluding only the Bond on which this Replicant now sues such Ba-
lance then remaining being the sum of Eight hundred and Eighty
Seven Pagodas five fanams and Sixty five Cash and which Sum
was on such receipt of this Replicant and the said other attorney
of the Deceased paid as is set forth in the Defendants said Answer
as by the Copy of the said account and receipt to the said Answer
of the Defendants annexed appears But this Replicant utterly
rejects the reasons adduced by the said Defendants why they cannot
admit the demand of this Replicant against the said deceased Peter Walkers
Estate to be just merely because it no where appears in the said
Deceased Books of Account Sketches at different times by the said De-
fendants said to have been made of his Debts and Credits previous to
his Departure from Fort Saint George that this Replicant appears
any ways mentioned as a Creditor or otherwise in the same for this
Replicant here shews to this Honble Court that the said Henry
DuPuy one of the said Defendants by his Letter under date the Twen-
ty Eighth Day of April last addressed to the Defendant on the Sub-
ject of the Debt now by this Replicant sued for amongst other matters
directly admits the Debt of the Testator of this Replicants said
Demand as from the following Copy of the said Letter may appear
to this Honble Court the Original of such Copy being in the hands of
this Replicants Attorney at Law ready to be produced and proved
should the same be required "Thomas Parry Esqr. Dear Sir
"Have Examined your Accounts against the Estate of the late Mr.
"Peter Walker with his Brameny and have also searched into Mr.
"Walkers Books which were never shewn me before — I find re-
"gular Balances struck for every month in 94 up to that of
"November last no entry of this Bond to you of the 2d of August
"1792 for 2m — I cannot doubt it being his Bond but under the circum-

"in every other Concern I refer to you whether I am not compelled by
"the probable judgment of the Legatees on this matter to request you will
"obtain a Decree as a Sanction for my discharging it — assuring you
"at the same time that I will immediately answer your Bill and
"hasten its determination as soon as can be — The Accounts of Disburs-
"ements since his departure I must with you only but with Caupaich
"and as his Receipt is Equally requisite he ought also to join in the
"Demand — I request therefore that the Accounts may be drawn
"out in his name jointly with yours — I see every thing very clear
"and that the Account is just and should be sorry to refer you to the same
"recourse for the recovery of the Balance as for that on the Bond — Signed
"Henry DuPuy Fort St. George 28th April 1793" from which Letter it
will be evident to this Honble Court why the receipt Copy whereof is
annexed to the said Defendants Answer was given by this Replicant
and the said Avadanum Caupiah Bramany in full of the Balance
to the said Avadanum Caupiah Bramany and to Replicant as
the late Joint Attornies of the said Peter Walker deceased such receipt
and the Accounts Current to which it refers and agreeable to the Copy
thereof likewise annexed to the said Answer of the Defendants being
from the reasons assigned in the said above Letter to this Replicant
from the said Henry DuPuy considered distinct amount from the
claim now said for by this Replicant against the Estate of the said
Deceased Peter Walker and Expressly so considered and by the desire
of the said Henry DuPuy rejected from the said Account because to
use the words of the said Henry DuPuy he says "I see every thing
very clear and that the Account / meaning the Account between
the said Avadanum Caupiah Bramany and this Replicant as late
Joint Attornies of the said Peter Walker Deceased and his Estate / is
Just and should be, sorry to refer you at the same recourse for the
estate
"Balance as for that on the Bond" and thereby pointing
out

[illegible] ent to this Replicant the necessity of the present suit to obtain the De-
cree of this Honble Court to sanction them the Defendants as
they wish it in the discharging of the same from motives of consider-
ation towards the Legacy of the said Deceased's Will bears
means questioning the right or actual validity of this Replicants
title wherefore this Replicant with that also within due time
prove the due Execution of the said Bond by the said Peter Walker
on which this Replicant now sues his Estate and as it is by no
means pretended by the said Defendants that they disbelieve the
same to be the said Deceased's Bond this Replicant prays as in and
by his said Bill he hath already prayed

John Wilkenson
Atty for Replicant.

Feb 26th Anno 1773

The Rejoinder of Henry
Dudley One of the attornies of this
Honble Court and Sloane Gibbones
Lieutenant in the Service of the Honble
the United Company of Merchants
of England trading to the East Indies
Executors named in the Last Will and
Testament of Peter Walker late one
of the attornies of the said Court deceased
Defendants to the Replication of
Thomas Parry of Fort St. George
Merchant Complainant.

These Defendant now and at all times hereafter saving and reserving unto themselves all and all manner of Errors, Uncertainties, Insufficiencies and Imperfections in the said Replication contained for Rejoinder thereunto say; that they will aver Justify maintain and prove their said answer to the Replants 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 This Defendants say that they do maintain that they were not justified in the discharge of the Replicants demand, grounded on the production of a Bond or Obligation by him the Replicant said to have been executed by the Testator in Consideration of a Debt by the said Testator to the said Replicant pretended said to be due and owing, and the said Replication doth not further justify their declining so to do, for that the Replicant doth not set forth the nature of such pretended Debt nor hath he discovered upon what consideration the said Deed was granted, with the Replicant ought to have done if he could prevail in his present Action — because the Consideration being essential to validate a Deed — if the Consideration is disputed or denied — it is the duty of the Party claiming under such Deed not only to shew the nature of the Consideration, but to verify the same by Evidence — but in the present instance no Evidence can be produced of the Consideration of the said Deed, because the nature thereof is not discovered — which it was necessary for the Replicant to have done, not only to validate his Claim, but also that these Defendants might be at Liberty — First of disproving such Consideration and Secondly if the Fact of a Consideration might be admitted, that these Defendants might be at liberty to shew that it was an illegal Consideration, and therefore that they ought not to be decreed to pay the amount of the said Deed from the Estate of the said Testator These Defendants therefore

given for the said Deed, or That it was given upon illegal Consideration — In either of which cases these Defendants say that the Replicant is not entitled to have Redress for the Payment of his said demand. —

Wherefore these Defendants pray as in and by their said Answer they have already Prayed. —

Hy DuPuy
Attorney for the Defendants

Filed in Court
this 2d Sept 1797

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court your Orator Henry DuPuy one of the attornies of this Honble Court and Hector Gibbons a Lieutenant in the Service of the United Company of Merchants of England Trading to the East Indies — Executors named in the Last Will and Testament of Peter Walker late one of the attornies of the said Court, That your Orator having duly taken out probate of the said Will and Testament of the said Testator and taken upon themselves the charge and management of the said Testators Estate, they did give publick notice to all persons being indebted to the Testator in his life time, to pay the amount of their Debt to your Orators as Executors as aforesaid — and also to all persons having Claims upon the Testator at the time of his death, to send an account thereof to your Orators — and Your Orators shew, that among other persons

Current as between your Orator as Executor as aforesaid, and him the said Thomas Parry, whereby he pretended that the said Testator in his life time stood indebted unto him the said Thomas Parry in a considerable Sum of money, arising upon a Bond or written obligation entered into by him the said Testator on the Eighth day of August One Thousand Seven hundred and ninety One, for the Sum of One Thousand and five hundred Pagodas payable on demand, with Interest at the Rate of Twelve per Cent per annum for the securing the like Sum of money by the said Thomas Parry pretended to be by the said Testator to him owing — And your Orators shew, that the said Testator did keep regular Books of Account of all Sums of money by him received or paid, and your Orators shew that having had recourse to the said Books of Accounts, and examined and inspected the same, and particularly under the date of the month of August One Thousand seven hundred and Ninety One, and not finding any Credit given to the said Thomas Parry in that month, or at any other time in the said Books of Accounts, your Orators did decline paying the said Thomas Parry's demand on them, as Executors as aforesaid, unless upon proof thereof made and Decree therefore obtained by this Honble Court — In Consequence whereof your Orators shew, that the said Thomas Parry did file a Bill of Complaint in this Honble Court for the recovery of the Sum of One Thousand Eight hundred and twelve Pagodas twenty two Fanams and forty Cash by him charged to be due and owing for principal and Interest upon the said Bond, and your Orators shew that they did appear to the said Bill and did sometime on or about the Eighteenth day of June last past, wherein your Orators among other causes and reasons, in their said answer set forth, in Justification for their not discharging the said Thomas Parry's

Upon examination of

of the nature of the Debt or particular Consideration upon which the said Bond is said to be given, which your Orator shews that they have frequently and amicably required of the said Thomas Parry to do, and in default thereof to deliver up unto Your Orator the said pretended Bond or Obligation of the said Testator to be cancelled—

But now so it is the said Thomas Parry obstinately and wilfully refuses to do the same unto your Orator's any manner of satisfaction touching the premises the said Thomas Parry alledging at different times different Natures and degrees of Debt, and Consideration for which the said pretended Bond was by the said Testator given and granted—Your Orator therefore pray a general Relief such as to this Honble Court shall appear agreeable to Equity and good Conscience—To the End therefore that the said Thomas Parry may full true and perfect Answer make to all and singular the Matters and things herein before alledged and set forth as fully truly and effectually to all intents and purposes as if the same were here again repeated and particularly interrogated and more particularly that he may discover, what was the particular nature of the Debt for the securing the payment whereof he has pretended and alledged that the said Peter Walker did give the Bond or Obligation—and how and when the same did arise, and upon what good and bona fide consideration, and that he may produce and discover the Accounts and the different Items shewing the Balance thereof, if any such he has, or ever had, or if he hath not that he may discover in whose Custody power or possession the same now are or what is become thereof—and whether he ever delivered any such or any other Accounts thereof to the Testator in his life time and in whose

and discover whether he doth or not know whether the Testator did or did not by himself or by means of any other person and whom by name, as he knows and believes, keep regular Books of Accounts—and whether he doth or not know that the said Books and Accounts were particularly regular and exact from the month of September one Thousand Seven hundred and ninety, to the month of October One Thousand Seven hundred and ninety one—and that he may discover whether during the whole of the time aforesaid or during what period thereof the Testators said Books were or were not balanced monthly or every month—and whether such Balances or some of them were or were not in the said Writing of Charles Walker herein before named—and whether the said Charles Walker did or not live with the Testator as assistant in his Law business and account to and whether he is not now in Europe—And that the said Thomas Parry may set forth and discover whether he doth or not know or doth believe that in the Month of August One Thousand Seven hundred and ninety one or any other period that not any entry was made in the Testators Books whereby the said Thomas Parry that directly or indirectly Credit for the said Principal Sum of One Thousand and five hundred Pagodas or whereby the Testator is debited for any Bond or other Obligation in that Sum or in any other Sum or otherwise—whereby it is shewn that the Testator was in any manner or way indebted unto him the said Thomas Parry—and that he may set forth whether your Orator, have or have not frequently and amicably requested of the said Thomas Parry to shew and discover what was the rise, nature and Consideration of the said Debt, for the [illegible] of the said Testator

he ever did shew and discover any Account thereof — and that the said Thomas Parry may be Decreed to deliver up unto your Orator the said Bond or Obligation to be cancelled and that he may pay all Costs of this Cross and of the Original Suit.

May it please this Hon^ble Court to cause the said Thomas Parry to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Hon^ble Court at a certain time and place to be by this Hon^ble Court prefixed and appointed then and there to answer this your Orator's Cross Bill of Complaint and further to stand to and abide by such Order and Decree therein as to the Hon^ble Court shall seem meet.

Henry DuPuy
Esq^r
for the Cross
Complainants

Filed the 21st
Oct^r 1793

The answer of Thomas Parry
Original Complainant in the Suit
Thomas Parry &c^a Henry DuPuy
and Sloane Gibbons Executors of Peter
Walker Deceased and Cross Defendants
to the Suit Entitled Henry DuPuy
and Sloane Gibbons Executors of the
said Peter Walker Deceased &c^a
Thomas Parry

of Exception to the many Errors uncertainties Insufficiencies and imperfections in the Complainants said Cross Bill of Complaint contained for answer thereunto or unto so much thereof as this Defendant is advised it is material for him to make answer unto he answering saith that he admits it to be true that the said Complainants did duly take out Probate of the last will and Testament of their Testator Peter Walker and that they the said Complainants did take upon themselves the Charge and management of the said Testators Estate and did as in their said Cross Bill they have charged give Public Notice to all Persons being indebted to the Testator in his lifetime to pay the amount of their Debts to them the said Complainants as Executors aforesaid and also did give notice to all Persons having Claims upon the said Testator at the time of his Death to bring in Account of the same to them — And this Defendant admits that he did as a Creditor of the said Deceased Peter Walker exhibit into the said Cross Complainants as his Executors a Claim against the Estate by this Defendant said claim that the said Testator in his lifetime did stand indebted unto him this Defendant in a considerable sum of Money arising upon a Bond or Obligation entered into by the said Deceased on the Eighth Day of August One Thousand Seven hundred and Ninety One for a Sum of One Thousand five hundred Pagodas payable on demand with Interest at the rate of Twelve per Cent per Annum for securing the like sum of money by the said Peter Walker due and owing to this Defendant — And this Defendant further answering saith that it may be true that the Cross Complainants did not find in their said Testator Books of account which they charge they Examined and Inspected and particularly under the date of the month of Ninety in the said year One Thousand

any other time in the said Books of Account and that therefore it may
be true that such omission of Credit to be given this Defendant in the
said Deceased Books might have been the cause or inducement
to the said Cross Complainants as they charge it has been therefore
they have declined to pay this Defendant the demand on them only
upon proof and the sanction of a Decree of this Honble Court in this
Defendants favor — And this Defendant admits that he did in
consequence of the Cross Complainants refusal to pay this Defen-
dants said Claim by Bond in their Testators Estate file his Bill
of Compliant against them as Executors of the said Peter Walker some
time on or about the fourth Day of May last past to recover the
sum of One Thousand Eight hundred and twelve Pagodas Seventy
two fanams and forty Cash being the Principal and Interest due
on the said Deceased Bond as appears by an exhibit Current an-
nexed to the said Bill of Complaint aforesaid in this Honble Court
and to which Bill of Complaint exhibit Current and other the
Pleadings and Proceedings had in the said Original Cause of Record
as aforesaid this Defendant craves leave to refer and prays the be-
nefit of the same and every part thereof in the Court — And this Defdt.
craves annexed and Copy of the said Bond for the further inform-
ation of this Honble Court the original being in his possession
ready to be produced and proved to this Honble Court if the same
shall be required the same Bond which is the usual printed one
being filled up with the Partys names and Sum by Charles
Walker the Nephew of the said Deceased Peter Walker as fully
full can be in proof — And this Defendant admits it to be true
that to such Bill of Complaint as aforesaid filed by this Defen-
dant as Original Complainant against the said Hannah Gid-
dy Dudley as Executrix of the said Peter Walker for

Peter Walker did appear and that about the time in their now-
Cross Bill assigned this Defendant set forth To wit the Eighteenth
Day of June last past and that by their said Answer to such this
Defendants said Bill they did among other Causes and reasons set
forth by way of Justification for their not discharging this Defen-
dants said Demand that upon Examination of their Testators
Books of Account they found the same in general regular and Debt
and that the said Books and Accounts were more particularly requi
red and Called from the month of September One Thousand seven
hundred and Ninety to the Month of October One Thousand seven
hundred and Ninety One during which period it appeared to them
that this Testators Books had been Balanced every Month and in
the hand writing of Charles Walker the Testators Nephew who
lived with him as assistant to his Land business and accounts which
Charles Walker the said Defendants did say then was in Europe as
indeed this Defendant admits he still may be — And the said De-
fendants said therefore say that they could not get any immediate
information from the said Charles Walker respecting the Matters
in Question if any thing he knows of the same and that therefore
they the said Defendants and now Cross Complainants were
disposed themselves to such materials by way of an to
this Defendants said Original Bill against them as they were
furnished with from the Books of account of the Deceased — And
the said Hannah Dudley one of the said Defendants did say in her said
answer that there was not in the month of August One Thou-
sand Seven hundred and Ninety any other pencil any entry in
any of the Testators Books whereby this Defendant had directly or
indirectly a Credit for the said Principal Sum of One Thou-
sand Pagodas or which by the

any other sum or otherwise whereby it appeared that his Testator was in any manner or way indebted to this Defendant And this Defendant doth admit that he this Defendant did reply to such answer of the said Executors of Peter Walker in which replication he did say that whatever Judgment the said Executors might form upon inspection and Examination of their Testators Books Papers and Accounts or of such of the same as he deems to their knowledge that it did by no means thence follow that they should repay this Defendants Claim on his Estate for the Principal Sum of One Thousand five hundred Pounds and the Interest due on his Bond to this Defendant for that the Deceased being so principally indebted to this Defendant in his life time had in order to secure the payment with Interest at the rate of twelve per Cent per Annum Caused his Bond to this Defendant which was sufficient document to show the Executors for paying the same as this Defendant still insists and relies it was and is and that therefore the present suit is litigious vexatious and unnecessary tending only to delay and keep this Defendant out of his money — And this Defendant admits that to such Replication so put in by this Defendant in the said original suit a Rejoinder was by the said Executors put in setting forth among other matter that it was the duty of this Defendant not only to shew the nature of the Debt or consideration but to verify the same by Evidence That in the present instance no Evidence could be produced of the consideration of the Deed because the nature thereof was not discovered

That if the consideration should be demandable that then they the said Executors might shew that such consideration was illegal and from their principles the said Executors pretend to infer that no consideration was given by this Defendant to the Deceased for the said Bond or that if any was given it was an illegal one — But this Defendant so far from allowing that the above or any part of the above argument ought to prevail this particular case here shews to this Honble Court — That the Bond as herein before is set forth was filled up by the Deceased Man of business and Nephew the said Charles Walker of whose Evidence the said Executors sorrowfully so much lament that they are deprived by his residence in Europe — The Bond is Signed Sealed — and by the Evidence that with hereafter be given by the Witnesses thereto will be proved to have been duly delivered — This Defendant doth therefore say and he hath above shewn that notwithstanding the charge of the said Executors in their Cross Bill To wit — That there doth not any certain or substantial matter in Issue in this Defendants said Original Cause upon which this Defendant can particularly Examine Witnesses That the fact is quite otherwise this Defendant is Desirous to prove the Signing Sealing and delivering of the Deed — To the truth of the hand writing of Charles Walker who filled up the blank spaces left in a similar printed Bonds — To the consideration of the Bond if necessary and which from the Pleadings had in the said original Cause etc. cant at all improbable this Defendant would have thought it proper to do as consideration is so frequently held out as an objection to this Defendants title in such suit — From all these matters therefore this Defendant doth insist that the Cross Complainants present Bill is altogether litigious to the Extreme as it is Evide
have been produced only for
Defendant shew

One Thousand Seven hundred and Ninety One being the Day on which the said Bond was sued for by this Defendant in his said Original Suit bears date the said Complainants Testator applied to this Defendant for a Draft on London for the sum of One Thousand Pounds and then accounted with this Defendant for a sum of One Thousand Pagodas and gave his Bond for the Balance of One Thousand five hundred Pagodas whereupon this Defendant gave him such Draft and this is the whole Transaction, for this Defendant had no accounts with the said Peter Walker and cannot therefore more particularly reply to the Cross Complainants said Bill That such Draft was given may of needful appear from an Original Letter from Messrs Mill Reid and Burges this Defendants Agents in London and from which Letter the following Extract is made the said Peter Walker is taken "London 4 February 1791 Thomas Curry Esqr Dear Sir Since we did ourselves the pleasure of writing you the 15th December by the Nottingham Duplicate for Pagoda We are favored with yours of the 19th September by Swallow advising your following Drafts on us at 6 Months sight Viz.t on Boyd & Benfield for £1000 Stg. 3 August to Peter Walker Esq.r" and signed "Mill Reid and Burges" as by the said Original Letter in the hands of this Defendant ready to be produced and proved if required will appear This Defendant therefore doth claim the Judgment of this Honble Court upon the said Original Bill and that the Defendants therein the now Cross Complainants may be Decreed to pay to this Defendant the amount principal and Interest of his said Bond together with the Exemplary Costs to be taxed against them by reason of their litigious deposition manifest by their defence set up to this Defendants aforesaid Original Suit against them pursuant Cross Suit

All which matters and

Court shall direct and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained

Thos Curry

Sworn the 11th Oct.r 1793
Before me
Jno Mitford
Mayor

Wilkenson
Atty for Original Compl.ts
& Cross Defend.t

Know all Men by these Presents that I Peter Walker of Fort St George Gentleman am held and firmly bound unto Thomas Curry of Fort St George aforesaid Merchant in the Penal Sum of Three Thousand Star Pagodas Current Money of Madras to the payment whereof well and truly to be made to the said Thomas Curry 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 Fort St George aforesaid this Eighth Day of August in the year One Thousand Seven hundred and Ninety one

Whereas the above bound Peter Walker has borrowed and received of the above named Thomas Curry the full and just sum of One Thousand five hundred Star Pagodas Current money of Madras 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 Peter Walker his Heirs Executors and Administrators or Assigns shall well and truly pay or cause to be paid unto the said Thomas Curry his Heirs Executors Administrators or Assigns the full and just sum of One Thousand five 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
in the presence of
Jno Cobbey
Mar.s Savory

Signed P. Walker L.S

A true Copy
Wilkenson
Atty for Pl.t

Filed 15th Nov. 1793

The Cross Replication of Henry Dalby and Moses Gibbons Executors named in the Last will and Testament of Peter Walke deceased to the Cross Answer of Thomas Parry

The said Cross Repliants now and at all times hereafter saving and reserving unto themselves and all manner of benefit and advantage of Exception to the many Errors uncertainties and Imperfections in the Cross Defendants said answer contained for Replication thereunto saith that all and singular the matters and things in their said Cross Bill contained are just true certain and sufficient in the Law to be answered unto in such manner and form as the same are therein and thereby alledged and set forth and that the answer of the Cross Defendant is very untrue Uncertain and insufficient in the Law to be replied unto. And these Cross Repliants say that their Cross Bill was not superfluous or litigious, but do maintain that it was necessary and indispensable means which their duty as Executors compelled them to take for the purpose of acquitting them selves towards the legatees and Residuary Legatees under the Will of the Testator — and these Repliants say, that it must also be acknowledged by Cross Defendant, that he did in a manner compell them thereto, by not giving them any information of the Consideration on which the Bond in question was given, if given at all by the Testator

And these Cross Repliants for further Replication into the only part of the discovery in the said Cross Defendants answer say, that they have carefully perused and examined the [illegible] and papers belonging to the [illegible]

and which are all that they ever did receive or which ever came to their possession — and these Cross Repliants say, that for the like reasons, that they did not admit of the Bond in question, they do not and cannot admit that the Cross Defendant did give the said Testator a Draft upon London in the manner by him mentioned for the sum of One thousand Pounds — and because they do not find any entry in the said Testators Books of the One thousand Pounds which the Cross Defendant saith was paid by him the said Testator in part and payment of the said Bill — and further because they these Repliants have not found in the said Testators Books or Papers any entry of the said Bill of One thousand Pounds whereby any person or persons from or to whom drawn or indorsed of the same — which there is very reason to believe there would have been, had the said Bill been sent to London or whether the same had been negotiated here — provided it was negotiated on his own account — And further more because these Repliants have received Letters for the Testators Brother Mr. John Walke and from other persons his Relations friends and Correspondents in the Line of Last season, directed to the said Testator and one also from Messrs Reid and Burgee under the date of the Eleventh of September One thousand seven hundred and Ninety two acknowledging the receipt of the letter of the Twenty third March — without making reference to any former letter or from the Testator, altho they sent a Duplicate of this letter — In not any of which there is any mention of the Receipt acceptance or payment of the said Bill of Exchange of One thousand Pounds or of any other Bill of Exchange whatever from the said Cross Defendant — all the the last of them have fallen before information thereof could come to the Testator, who left India about [illegible] — all

of the said Bond of the said Testator of the Eighth of August One thou-
sand seven hundred and Ninety One and also of further Sum of One thou-
sand Pounds the said to have been paid by the Testator, making the
Sum of Two Thousand and four hundred Pounds, to be a Bill of Ex-
change by him the said Cross Defendant on that day given to the
said Testator for the like Sum in sterling Money of Great Britain
in one Thousand Pounds at sight, and these Orators
not finding any proof or voucher among the Testators Books or Pa-
pers or any acknowledgement by letter or otherwise from the Tes-
tator Correspondents or Relations and friends of the Receipt of
such Bill, or of the payment thereof, they these Cross Replicants say that
they are advised that the uncertainty on which the said Consideration
appears from any means they are possessed of whereby they have or are
able to satisfy themselves thereof or to Justify them these Cross Repli-
cants in not paying the amount of the Cross Defendants demand un-
till full proof shall be given by him of the Justness thereof

And these Cross Replicants say that their Con-
duct in this Respect and throughout the proceedings is wholly
directed by their duty, and not by any litigious disposition as the Cross
Defendant very uncandidly hath stated to be the ground of their
defence against his Original Suit and of this their Cross Suit—
Without that, that any other matter or thing whatsoever in the said
Cross Answer contained, material or effectual in the Law to be Re-
plied unto confessed avoided traversed or denied is true.

All which matters and things these Cross Replicants
are ready and willing to aver maintain and prove as such manner
and as this Honble Court shall direct and humbly pray as in
and by their said Cross Bill they have already prayed.