VOL NO: 40
60
G.L: 12055
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The Affidavit of Thomas Ives One of the Serjeant of this Honble Court

This Deponent Maketh Oath and Saith that he did on the fourth day of this Present Month of April Call at the Dwelling house of the above Named Defendant with the Intention of Serving him with a Copy of the Accompanying Extract but the said Defendant being from home he this Deponent Left the Copy thereof at his said House

Thomas Ives

Sworn to in Court
this 5th day of April 1791
G: Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th Day of April Anno Domini 1791

Present
Josias Du Pre Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

George Anderson by his Attornies William Balfour John Spalding & Oliver Cott
vers
Kasavaroyar

Affidavit of Thomas Ives of Service of Notice on the Defendant to appoint another Attorney to Act for him in the Room of Mr John Wilkinson Who has declined Acting Sworn to in Court read and filed this day

A true Extract

Filed the 11th March 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Anderson by his Attorneys William Balfour John Spalding and Olivier Colly of Fort Saint George Merchants that Hassanaryer also of the same Place Inhabitant Stands Justly and Truely Indebted unto Your Orator in the full and just Sum of Nine hundred and Sixty One Star Pagodas and fifteen Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of three hundred and Eighty four Pounds and ten Shillings or thereabouts as will more fully and at Large Appear by the Copy of an Account Current and a Power of Attorney hereunto Annexed for the Inspection of this Honble Court and which Your Orator Prays may be Admitted as part of this His Bill of Complaint the Original of which are in Your Orator's Attorneys Possession and Ready to be Produced whenever this Honble Court Shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Hassanaryer of the said Sum of Nine Hundred and Sixty One Star Pagodas fifteen Fanams

But now so it is May it Please this Honble Court the said Hassanaryer 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 as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Hassanaryer May answer his Corporal Oath to all and Singular the Matters and Things herein before Set forth and Alledged as fully Truely and Effectually to all Intents and Purposes as if the same were hereinafter Repeated and Particularly Interrogated and that he may be Decreed to Pay unto Your Orator the aforesaid Sum of Nine Hundred and Sixty One Star Pagodas and fifteen Fanams With all Arrears of 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 Hassanaryer to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain Time and Place to be by this Honble Court therein 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. Chalmers
Atty for Compt

Fort St George This 11th March 1790

Read the Bill was Shewn to answer the Prayer thereof Let Summons issue and Returnable Next Council Day

Jno Corbett
Mayor

Dr. Kamavaroyer in Account Current with George Anderson Cr.

1788 May	19th	To the Amount of your Bond bearing date this Day	1000	-	-	1784 Dec.	20th	By Cash Received last Year	250	-	-
1790 March	10th	To Interest on Do. to this Day is 1 Y. 9 Mo. & 21 Ds. @ 12 ℘ Cent ℘ Annum	217	-	-	1790 March	10th	By Interest on Do. to this Day is 2 Years and 10 Ds. @ 12 ℘ Cent ℘ Annum	255	30	-
								By Balance due	961	12	-
		Pagodas	1217	-	-			Pagodas	1217	-	-

Fort St. George this 10th March 1790

Errors Excepted

(Signed) Balfour Spalding & Coll.

True Copy
R. Chalmers
Actg. for Compt.

Know all Men by these Presents that I George Anderson of Fort St. George and Province of Malabar Esquire am held and firmly bound unto Kamavaroyer of Fort St. George and Province aforesaid Merchant in the Sum of One Thousand Pagodas of Current Coin of the Country to be paid to the said Kamavaroyer his Executors Administrators or Assigns for which Payment 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 19th Day of May in the Year of our Lord 1788.

The Condition of the above Obligation is such that if I the above bounden George Anderson my Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named Kamavaroyer his Executors Administrators or Assigns the Sum of Two Hundred and Fifty Pagodas of Current Coin of the Country with Interest for the same at the Rate of Twelve ℘ Cent ℘ Annum on or before the 19th Day of May which will be in the Year of our Lord 1789 then the above Obligation to be void and of none Effect or else to remain in full Force and Virtue.

And I the said George Anderson do hereby for myself my Heirs Executors and Administrators covenant promise and agree to and with the said Kamavaroyer his Executors Administrators and Assigns that in case I the said George Anderson my Heirs Executors or Administrators shall not well and truly pay or cause to be paid unto the said Kamavaroyer his Executors Administrators or Assigns the Sum of Two Hundred and Fifty Pagodas of Current Coin of the Country with Interest for the same at the Rate of Twelve ℘ Cent ℘ Annum on or before the 19th Day of May which will be in the Year of our Lord 1789 that then I the said George Anderson my Heirs Executors or Administrators shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns the Sum of Two Hundred and Fifty Pagodas of Current Coin of the Country with Interest for the same at the Rate of Twelve ℘ Cent ℘ Annum from the 19th Day of May which will be in the Year of our Lord 1789 for and during the Space of Two Years and Ten Days and also shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns all Costs and Charges that he or they shall be put to in Recovering the same.

And I the said George Anderson do hereby for myself my Heirs Executors and Administrators covenant promise and agree to and with the said Kamavaroyer his Executors Administrators and Assigns that I the said George Anderson my Heirs Executors or Administrators shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns the Sum of Two Hundred and Fifty Pagodas of Current Coin of the Country with Interest for the same at the Rate of Twelve ℘ Cent ℘ Annum from the 19th Day of May which will be in the Year of our Lord 1789 for and during the Space of Two Years and Ten Days and also shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns all Costs and Charges that he or they shall be put to in Recovering the same.

And I the said George Anderson do hereby for myself my Heirs Executors and Administrators covenant promise and agree to and with the said Kamavaroyer his Executors Administrators and Assigns that I the said George Anderson my Heirs Executors or Administrators shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns the Sum of Two Hundred and Fifty Pagodas of Current Coin of the Country with Interest for the same at the Rate of Twelve ℘ Cent ℘ Annum from the 19th Day of May which will be in the Year of our Lord 1789 for and during the Space of Two Years and Ten Days and also shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns all Costs and Charges that he or they shall be put to in Recovering the same.

And I the said George Anderson do hereby for myself my Heirs Executors and Administrators covenant promise and agree to and with the said Kamavaroyer his Executors Administrators and Assigns that I the said George Anderson my Heirs Executors or Administrators shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns the Sum of Two Hundred and Fifty Pagodas of Current Coin of the Country with Interest for the same at the Rate of Twelve ℘ Cent ℘ Annum from the 19th Day of May which will be in the Year of our Lord 1789 for and during the Space of Two Years and Ten Days and also shall and will pay unto the said Kamavaroyer his Executors Administrators or Assigns all Costs and Charges that he or they shall be put to in Recovering the same.

Singular whatsoever my said Attorney or his Substitute shall Legally do or Procure to be done in and touching the Premises In Witness whereof I have hereunto Set my Hand and Seal in Fort St. George aforesaid this Eighth Day of January in the Year One Thousand Seven hundred and Ninety

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

George Anderson (L.S.)

Frank Day
P. Sammy

A true Copy
G. Chalmer
Atty for Compt.

Filed the 15th Feby 1791

In the Honble the Mayor's Court at Madraspatnam

Between George Anderson by his Attornies William Balfour John Spalding and Oliver Colt of Fort Saint George Merchants Complainants and Kasavaroyer of the same Place Inhabitant Defendant

G. Chalmer
Atty for Compt.

The Affidavit of William Balfour One of the Above Named Complainant

This Deponent Maketh Oath and Saith that the above Named Defendant Stands Justly and truly indebted unto the above Named George Anderson in the full and just Sum of Nine Hundred and Sixty One Star Pagodas and fifteen fanams Current Money of Madras As More fully Appears by the Copy of an Account Current Annexed to this Deponents Bill of Complaint filed in this Honble Court on the Eleventh day of March last

Wm Balfour

Fort Saint George
Sworn to before me
this 14th day of February 1791
Jas. Call
Senr. Alderman

Filed the 12th April 1791

In the Honble the Mayor's Court at Madraspatnam

Between George Anderson by his Attornies William Balfour John Spalding and Oliver Colt of Fort Saint George Esquires Are Complainants and Kasavaroy of Madras Inhabitant Defendant

The Affidavit of Thomas Ives One of the Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he did on the Ninth Day of this Present Month of April call at the Dwelling house of the above Named Defendant with the intention of Serving him with the Original of the Annexed Rule from the Minutes of this Honble Court But the said Defendant being from home He this Deponent Left the said Rule at his House

Thomas Ives

Sworn to in Court
this 12th April 1791
G. Taylor
Regr.

George Anderson by his Attys William Balfour John Spalding & Oliver Colt
vers.
Kasavaroyer

Further Day is given the Defendant till the 12th Instant to Answer the Complainants Bill in default of which Judgment will be given for the Complainant

A Cur.
G. Taylor
Regr.

Town Hall
5th April 1791

Mayor's Court at Madraspatnam } { Tuesday the 12th Day of April Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and John Milford

Aldermen

L.S.

Mayor's Court

Between George Anderson by his Attornies William Balfour John Spalding and Oliver Colt of Fort Saint George Merchants Complainants and Kasavaroyer also of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and Doth Accordingly Ordered & Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Nine Hundred and Sixty One Star Pagodas and fifteen fanams 1 Star Pagodas 961. 15. of 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

Ad Cur

Filed the 18th Feby 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Veliah of Madras Inhabitant That James West of the same Place Inhabitant Stands Justly and Truely Indebted unto Your Orator in the full and just Sum of Two Hundred and thirty two Star Pagodas Twenty four fanams and Sixty Eight Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Ninety three Pounds or thereabouts as will more fully and at Large Appear by the Copies of a Bond or Written Obligation together with with an Account Current hereunto Annexed for the Inspection of this Honble Court and to which Your Orator humbly Prays a Reference may be had and that they May be taken as Part and Parcel of this Your Orators Bill of Complaint the Original Whereof being in Your Orators Possession and Ready to be Produced when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said James West of the said Sum of Two Hundred and thirty two Star Pagodas Twenty four fanams and Sixty Eight Cash

But now so it is May it Please this Honble Court the said James West 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 Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said James West 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

fully truely and Effectually to all Intents and Purposes as if the same were
here again Repeated and Particularly Interrogated and that he May be
Decreed to Pay unto Your Orator the aforesaid Sum of Two hundred and
thirty two Star Pagodas Twenty four fanams and Sixty Eight Cash with all
such Interest as no wise or shall hereafter become Due thereon also all Costs of
this Suit.

May it Please this Honble Court to Cause the said
James West 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.

C: Chalmer
Atty for Complt

Fort St George 18th Feby 1791

This Bill was shewn to me in the Day
of Adjournment Let a Summon issue
and Returnable Next Court

Jas Call
Senr Alderman

Know all Men by these Presents that I James West of
Madras and held and firmly bound unto Veliah Dubachi of
Madras in the Penal Sum of Two Hundred Thirty Star Pagodas Twenty
four fanams and Forty Cash to the Payment whereof well and truely to
be made to the said Veliah his Heirs Executors Administrators or
Assigns, I do hereby bind my self heirs Executors And Administrators
firmly by these Presents In Witness whereof I have hereunto set
My hand and Seal in Fort St George this first Day of July in the Year
One Thousand Seven Hundred and Ninety.

Whereas the above bound James West hath borrowed and Received of the above
Named Veliah the full and just Sum of One hundred fifteen Pagodas Twelve fanams
and Twenty Cash to him at Interest at the Rate of Twelve per Cent Per Annum Payable
on Demand

Now the Condition of this Obligation is such that if the
Above bound James West his heirs Executors Administrators or Assigns
shall well and truely Pay or Cause to be Paid unto Veliah his heirs
Executors Administrators or Assigns the full and just Sum of One
Hundred fifteen Pagodas Twelve fanams Twenty Cash together with Interest
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

James West (L.S.)

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of
Vencatachalam
Soobaroyam

A true Copy
C: Chalmer
Atty for Complt

Dr. Ananda Mudaly in Account Current with Vellaiah

| | | |

Malabar

Mayors Court at Madraspatnam } { Tuesday the 12. Day of April Anno Domini 1791

Present

L.S.

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Mayor's Court

Between Veliah of Madras Inhabitant Complainant and James West of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two hundred and thirty Two Star Pagodas Twenty four fanams and Sixty Eight Cash / Star Pagodas 232. 24. 68. / together With all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Cur

Filed the 12th April 1791

To the Honourable the Mayor's Court at Madraspatnam

Between Petty Tomboo Naick of Madraspatnam Inhabitant Administrator of all and every the Goods Chattles Rights and Credits of Pancala Ramasawmy Naick late of Madraspatnam Aforesaid Deceased Complainant

and

Francis Lind a Senior Merchant in the Civil Service of the Honble the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George Defendant.

The Humble Petition of the above Named Complainant Sheweth

That the above Named Complainant did on or about the Twenty fifth day of February in the Present Year of Our Lord One Thousand Seven hundred and Ninety One file his Bill of Complaint in this Honble Court against the above Named Defendant for the Recovery of the Sum of Ten Thousand One hundred and Ninety Seven Pagodas Twenty Six fanl and fifty four Cash Your Petitioner further sheweth that the said Defendant on the first day of March Now last Past Appeared by his Attornies at Law and Pleaded to Your Petitioner sheweth that the Defendants said Plea having been Set down to be heard the same came on to be heard Accordingly before this Honble Court on the Twenty Second day of March Now last Past When this Honble Court was Pleased to allow the said Defendants Plea and to Order

Order that Your Petitioners said Bill of Complaint should stand dismissed with Costs

Your Petitioner further day of April now instant Appeal from the said Order of this Honble Court to the Honble the Court of Appeal

May it therefore Please this Honble Court to Order that the Register of this Honble Court do transmit the Pleadings in this Cause to the Honble the Court of Appeal that the same may Attend the hearing of Your Petitioners said Appeal

And Your Petitioner will Pray

H. Dupuy

John White Attornies for the Complainant

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 12th Day of April Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and John Mitford Aldermen

Petty Tomboo Naik Administrator of Pancala Ramah Sawmy Naik Deceased

vers

Frances Lind

Petition of the Complainant Read and filed this day Praying that the Proceedings in this Cause may be sent up to the Honble the Court of Appeals Ordered that the Proceedings be sent up Accordingly

A true Extract

Filed 12th April 1791

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of Joseph Shaw Examiner to the Honble the Mayor's Court at Madraspatnam

Sheweth

That Your Petitioner finds himself under the indispensible Necessity of returning immediately to Europe in Order to Adjust his Private Affairs — Your Petitioner therefore humbly solicits Permission of this Honble Court for Leave to Resign the Office of Examiner — And for which, as in duty bound, will ever Pray —

Joseph Shaw Esqr

Madras 12th April 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 12th Day of April Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Petition of Mr Joseph Shaw the Examiner of this Court Read Ordered that the same be sent Round for the Perusal of the several Members and that the same do come on to be Determined on Friday Next when a full Court is Ordered to be Summoned at 8 o Clock in the forenoon

A true Extract

To the Honble the Mayor's Court at Madraspatnam

The Humble Petition of
Benjamin P. Bramfill

Sheweth

That whereas Your Petitioner is informed that the Office of Examiner to this Honble Court is became Vacant by the Resignation of Mr Joseph Shaw Your Petitioner therefore prays that he may be Appointed to Succeed him therein and Promises to behave with the utmost Deligence and fidelity and Your Petitioner as in Duty Bound will ever Pray —

Ben^a P. Bramfill

Fort St George
11th April 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 12th Day of April Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross and John Mitford
Aldermen

Petition of Mr Benjamin P. Bramfill Praying to be Appointed Examiner of this Court Read and filed this day — Ordered that the same be sent Round for the Perusal of the several Members and that the same do come on to be Determined on Friday Next when a full Court is Ordered to be Summoned at 8 o Clock in the Forenoon

A true Extract

Fort St. George 10th Feby 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewn unto this Honble Court Your Orators Josias Dudley Pereira and Henry Readhead of Fort Saint George Merchants that Hugh Boyd also of Fort Saint George aforesaid Esquire Stands Justly and truly indebted unto Your Orators in the full and just Sum of One Thousand and two hundred Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings Sterling Pagoda the Sum of four Hundred and fifty Pounds or thereabouts as will more fully and at large Appear by the Copy of a Promissory Note by him the said Hugh Boyd Granted unto George Maule at Major in the Service of the United Company of Merchants of England trading to the East Indies under this Presidency of Fort Saint George aforesaid and by him the said George Maule Endorsed to Your Orators together with the Copy of an Account Current thereunto Annexed for the Inspection of this Honble Court to which Your Orators beg leave to refer and pray the same may may be Admitted as Part of this their Bill of Complaint the Originals whereof being ready to be Produced when Required and Your Orators Shew that they have frequently and kindly after a friendly Manner Requested Payment from the said Hugh Boyd of the said Sum of One Thousand and two hundred Pagodas

But now so it is May it Please this Honble Court the said Hugh Boyd 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 as such as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore that the said Hugh Boyd may upon his Corporal Oath full true and

Perfect

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 Orators the aforesaid Sum of One Thousand and two hundred Pagodas together With all Costs & 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 Hugh Boyd to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at ascertained 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 10th February 1791

J. Stuart Hall
Jno. Hamilton
Advocates for Complts

This Bill was shewn to the Mayor of Government, let a Summons issue Returnable the next Court Day

Jno. Call
Senr. Alderman

Fort St. George 25th Decr 1788

760 S.P.

I promise to pay to Major George Maule or Order on Demand Nine Hundred and Sixty Star Pagodas Value Rec.d

(Signed) Hugh Boyd

Pay the Contents to Messrs. Pereira Readhead & Co

(Signed) G. Maule

J. Stuart Hall
Jno. Hamilton
Advocates for Complts

Dr. Hugh Boyd in Account Current with Josias Du Pré Porcher & Henry Readhead

1788 Decr.	25th	To the Amount of Your Promissory Note to Major George Maul and by him Endorsed to us bearing Date this day and Payable on Demand	960.	1791 Jany.	25th	By Balance 1200.
1791 Jany.	25th	To Interest on Dr. to this day being 2 Years and 1 Month @ 12 p Cent p Annum	240.			
		Pagodas	1200.			Pagodas 1200.

Fort St. George Jany. 25th 1791
Error Excepted
Jos. Du Pré Porcher
Henry Readhead

Attest Cy. J. Huart Hall
Jno. Hamilton
Attd. for Compt.

Mayor's Court at Madraspatnam } Tuesday the 19th Day of April Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Mayor's Court

Between Josias Du Pré Porcher and Henry Readhead of Fort Saint George Merchants Complainants and Hugh Boyd also of Fort Saint George aforesaid Esquire Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainants the full and Just Sum of One Thousand and two Hundred Star Pagodas (Star Pagodas 1200.) of 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

Ex Cur

Complainant object to the Motion now made by the Attorney for the Defendt. The Affidavit of the Debt being every way Sufficient to hold the Defendant to Special Bail. The Court having taken the same into Consideration It is Ordered that the Defendant be discharged from the Custody of the Sheriff upon his filing Common Bail. John Doe and Richard Roe become Bail for the Defendant taken and Acknowledged in Court. Ordered that the Defendant be Released from the Custody of the Sheriff.

A true Extract.

Filed the 19th April 1791.

In the Honble th Mayor's Court at Madraspatnam

Between Hanamuntha Naig Gomostah and Manager to the Banking House of Dava Bucanjee Cassee Doss by his Attorney James West Complainant

and

Mahamed Hussain Tauker Cawn and Abdullah Cawn Sons and Heirs of Matafer Cawn Defendant

John White Gentleman One of the Attornies of this Honble Court Maketh Oath that he this Defendant did not until late last night receive instructions from which to Shew Cause why Hanamuntha Naig above Named should not Pay unto Mr. James Stuart Hall One of the Attorneys of this Honble Court the Sum of One hundred Pagodas and Seventeen fanams Pursuant to a Precept issued forth of this Honble by the said James Stuart Hall Against the said Hanamuntha Naig and this Deponent

Deponent Saith he has drawn an Affidavit for that Purpose, but that he this Deponent is informed that the said Hanamuntha Naig is so much indisposed that he cannot come into the Fort for the Purpose of Swearing to the said Affidavit.

Sworn in Court this 19th day of April 1791

John White
Attorney for the Deponent

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 Du Pré Porcher Esquire Mayor

Andrew Ross and Henry Chichley Michell Aldermen

Hannamautha Naig Agent and Manager of the Banking House of Dava Bookenjee Cassee Doss by his Attorney James West

vers

Mahomed Hoossain Cawn Tauker and Abdullah Cawn Sons and Heirs of Motafer Cawn Deceased

Warrant of Attachment against Hannamantha Naig for Fees due to Mr. James Stuart Hall Prayed for to which Mr. John White Attorney for the said Hannamantha Naig objects and Prays leave to file an Affidavit Sworn to in Court by him this day and Prays that the Court will grant him a further time till Next Court day to shew Cause why an Attachment should not issue. Affidavit Read and filed. Ordered that a further time of One Week be Allowed.

A true Extract.

Filed 18th Febry 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Tyler of Calcutta Merchant by his Attornies Josias Dupre Porcher Thomas Readhead and Henry Readhead of Fort Saint George Merchants That Some time in the Year of Our Lord One Thousand Seven hundred and Eighty Nine Your Orator was Owner of the Ship Tyrone and which said Ship was Wrecked upon the Coast of Coromandel in the said Year of Our Lord One Thousand Seven hundred and Eighty Nine to the Northward of Madraspatnam and Your Orator sheweth that Hugh Boyd and Julius Griffiths of Fort Saint George aforesaid Merchants being desirous of Purchasing the Stores and Wreck of the said Ship the Tyrone did for that Purpose apply to Your Orators said Attornies the said Josias Dupre Porcher Thomas Readhead and Henry Readhead and who Agreeing to sell and dispose thereof to the said Hugh Boyd and Julius Griffith they the said Hugh Boyd and Julius Griffith did give a Promissory Note dated Fort Saint George aforesaid the thirtieth day of December One Thousand Seven hundred and Eighty Nine for the Sum of Six Thousand and five hundred Sicca Rupees to be Paid unto Your Orators said Attornies the said Josias Dupré Porcher Thomas Readhead and Henry Readhead on the delivery of the said Stores and Wreck of the said Ship the Tyrone as by a Copy thereof Marked A 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 Will more fully and at large Appear and Your Orator Sheweth unto this Honble Court that on the fourth day of January which was in the Year of Our Lord One Thousand Seven hundred and Ninety the said Stores & Wreck

Wreck of the said Ship the Tyrone were Accordingly delivered unto the said Hugh Boyd and Julius Griffith as by a Letter from James Potter the late Commander of the said Ship Copy whereof Marked B is 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 will More fully and at large Appear and Your Orator Sheweth that by reason of the Premises the said Promissory Note of the said Hugh Boyd and Julius Griffith did on the said fourth day of January in the said Year of Our Lord One Thousand Seven hundred and Ninety become due and Payable to Your Orator and thereupon Your Orator Charges that the Hugh Boyd and Julius Griffith are Justly and truly indebted unto Your Orator in the full and Just Sum of Seven Thousand three hundred and forty five Sicca Rupees Making in Current Money of Madras at the Exchange of three hundred and fifty Rupees for every hundred Pagodas the Sum of Two Thousand and Ninety Eight Pagodas and twenty four fanams or in Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagoda the Sum of Eight hundred and thirty Nine Pounds and Eight Shillings or thereabouts as will more fully and at large Appear by the Copy of an Account Current Marked C 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 and Your Orator Sheweth that he hath frequently and in an Amicable Manner Applied to the said Hugh Boyd and Julius Griffith and requested them to pay unto Your Orator the said Sum of Two Thousand and Ninety Eight Pagodas and twenty four fanams And Your Orator will hoped that the said Hugh Boyd and Julius Griffith would have complied With such Your Orator's Just and Reasonable Request.

But now so it is May it Please this Honble Court that the said Hugh Boyd and Julius Griffith combining and Confederating to and With divers Persons to Your Orator at Present unknown whose Names When

When discovered Your Orator prays he may be at liberty to insert in this his Bill of Complaint with apt Words to charge them contriving how to defraud Your Orator in the Premises absolutely refuse to pay unto Your Orator the said Sum of Two Thousand and Ninety Eight Pagodas and twenty four fanams or to give Your Orator any Manner of Satisfaction whatever All Which Actings And doings of the said Hugh V. Boyd and Julius Griffith and their Confederates are Contrary to Equity and Good Conscience and tend greatly to Your Orators Great Wrong and injury In tender Consideration Thereof and for as Much as Your Orator is utterly Remediless in the Premises without the Aid and Assistance of this Honble Court To the End therefore that the said Hugh V. Boyd and Julius Griffith and their Confederates when discovered may upon their several and respective Corporal Oaths full true direct and Perfect Answer Make to all and Singular the Premises as fully and effectually to all intents and Purposes as if the Same were here again repeated and Particularly interrogated and that the said Hugh V. Boyd and Julius Griffith May severally and respectively Discover and say whether they did not at the time herein before Set forth agree with Your Orators said Attorney the said Josias Dupre Porcher Thomas Readhead and Henry Readhead for the Purchase of the Stores and Wreck of the said Ship the Tyrone and Whether in Consequence Thereof they did not give the Promissory Note Whereof a Copy Marked A is hereunto Annexed And Whether the Delivery of the said Stores and and Wreck of the said Ship the Tyrone was Not complained and Whether they the said Hugh V. Boyd and Julius Griffith did not receive and Possess themselves Thereof on or about the time herein before and in Manner and form as the same is expressed in the Exhibit B hereunto Annexed and Whether by reason Thereof they the said Hugh V. Boyd and Julius Griffith are Not justly and truely indebted unto Your Orator in the said Sum of Two Thousand and Ninety Eight Pagodas and twenty four fanams and that the said Hugh V. Boyd and Julius Griffith may be Decreed to pay unto Your Orator the aforesaid Sum of Two Thousand and Ninety Eight Pagodas together With all Interest as now is or shall hereafter become due thereon also all Costs of Suit and that Your Orator may have such further and other Relief in the Premises as to this Honble Court shall seem Meet

May it Please this Honble Court to cause the said Hugh V. Boyd and Julius Griffith 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 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 St George 18th February 1791

J. Stuart Hall
Jno Hamilton
Attorneys for the Compl^t

This Bill was shewn to me in the Days of Adjournment Let a Summons issue returnable Next Court Day

Ja^s Call
Junr Alderman

A

We Promise to pay to Messieurs Porcher Readhead & Co. on Delivery of the Stores and Wreck of the Ship's Tyrone the Sum of Sicca Rupees Six Thousand five Hundred, on Account of the Under writers on the Block of the said Vessel

Sicca Rupees 6500

Fort St. George 30th. Decr. 89

(Signed) Hugh Boyd & Co.

A true Copy
F. Stuart Hall
Jno. Hamilton
Attorneys for Compt.

B

W. Readhead Esqr.

Sir

I have the Pleasure to Acquaint You, that I have delivered over all the Stores with the Wreck of the Ship's Tyrone to Mr. Watson, Lent them by Mr. Boyd of Madras

I am Sir

Your Mo. Ob. Hble. Servt.

W. Readhead Esqre.

(Signed) Jas. Potter
late Commander of Tyrone

A true Copy
F. Stuart Hall
Jno. Hamilton
Attorneys for Compt.

767

Dr. Hugh Boyd and Co. Cr.

1789 Decr.	30	To Amount of your Bill this Date			1791 Feby.	4	By Balance
			Sicca Rupees	6500..			Sicca Rupees	6500..
1791 Feby.	4	To Cash paid Messrs. Lancaster & Co.						
		47/8 Sicca Rupees to the Rupee Due to Messrs. Porcher Readhead & Co.						
		Amount Rupees 1825..						
		Cash Rupees 1825..						
		Sicca Rupees 1955.8.0						
		Sicca Rupees	1955.8.0					
		Sicca Rupees	8455.8.0				Sicca Rupees	8455.8.0

Sicca Rupees 24.. 24..

Sicca Rupees 24.. 24..

Sicca Rupees 24.. 24..

Mayor's Court at Madraspatnam } { Tuesday the 26th Day of April Anno Domini 1791

Present

L.S. Josias Du Pre Porcher Esquire Mayor
William Webb and Andrew Ross
Aldermen

Mayor's Court

Between George Tylor of Calcutta Merchant by his Attornies Josias Dupré Porcher Thomas Readhead and Henry Readhead of Fort Saint George Merchants Complainants and Hugh Boyd and Julius Griffiths of Fort Saint George Aforesaid Merchants Defendants.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant Hugh Boyd to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant Hugh Boyd shall pay unto the Complainant the full and Just Sum of Two Thousand and Ninety Eight Pagodas and Twenty four Fanams of Pagodas 2098. 24 " 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

Dp Cur

Filed the 21st December 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Poverandavally Ponnapa Moodiliar of Madras Inhabitant by his Attorney John Fonceca of the same Place Inhabitant that Tylauramy also of the same Place Inhabitant Stands Justly and truely Indebted unto Your Orator in the full and just Sum of Fifty four Pagodas twenty three fanams and fourteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of Twenty One Pounds and Sixteen Shillings or thereabouts as will more fully and at large Appear by the Copies Translation of Two Bonds and Agreement and an Account Current together with an Assignment Marked A. B. C. D. and E. Hereunto Annexed for the Inspection of this Honble Court to which Your Orator begs begs leave to refer and Prays the same May be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator's said Attorney's Possession and ready to be Produced when required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner requested Payment from the said Tylauramy of the said Sum of Fifty four Pagodas twenty three fanams and fourteen Cash Current Money of Madras

But now so it is May it Please this Honble Court the said Tylauramy Obstinately and wilfully refuses to pay the same or to Give Your Orator any Manner of Satisfaction touching the Premisses Your Orator therefore Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Tylauramy may upon her Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein

herein before Setforth and Alledged as fully truely and effectually to all intents and Purposes as if the same were hereagain repeated and Particularly Interrogated and that she may be Decreed to pay unto Your Orator the aforesaid Sum of Fifty four Pagodas Twenty three fanams and fourteen Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

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

Fort St George this 21th of Decr 1790

J. Stuart Hall
Att^y for Compl^t

This Bill was hewn to me in the Days of Adjournment let a Summons issue Returnable the 18th January 1791

Jos: du Pré Porcher
Mayor

A

Translation of a Bond Dated 2^d Chittery of Pauraubava Year Answering to Anno Domini 12th April 1786

I Tylauramy Wife of Allecatoolam Nellatombey Moodeliar of Madras do give this Bond to Pooverandavally Ponnapa Moodeliar of the same Place that is to Say

In Consequence of my Urgent Occasion I have this day Borrowed and Received of You the Sum of /30/ Thirty Star Pagodas Current Money of Madras which Sum I do hereby engage to repay You on or before the 30th Audy or 10th August Next with all Such Interest as shall or may become due thereon at the rate of 1/2 fanam Maely ⅌ Pagoda ⅌ Month Thus Tylaramy have Voluntarily given this to Ponnapa Moodely Witnesses Illatore Veerausawmy Pillay and Aumore Egapillay by their Knowledge this Bond was drawn by Audiapan Son of Shembettoo Naugapelley

Witness Signed
Veerausawmy
Egapan

Marked Tylauramy

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

Ranganadom
Interpreter

A true Copy

J. Stuart Hall
Att^y for Compl^t

B

Translation of a Bond Dated 19th Alpesy of Paraubava Year Answering to Anno Domini 29th October 1786

I Tylauramy Daughter of Nauchamall of Madras do give this Bond to Mylay Casavaroya Moodeliar of the same Place that is to Say

In Consequence of my Urgent Occasion I have borrowed and Received of You the Sum of /15/ Fifteen Star Pagodas Current Money of Madras which Sum I am to Satisfy You on or before the 30th Vyausy or 10th June with all such Interest as shall or may become due thereon

Thereon at the rate of 12 ℔ Ct ℔ Annum. Thus I have given this Bond
Mr Bunny free Will and Consent Witnesses Audiagiellay and Ponnambla
Modeliar by their Knowledge this Bond was Drawn by Marly Mootiapan

Witnesses Signed
Audiapan
Ponnambalam

Marked Tylauramy

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

A true Copy
J. Stuart Hall
Atty for Compt

Translation of an Agreement Dated 20th Alpsey of Paraubava Year Answering
to Anno Domini 30th October 1786.

I Mylay Casavarayan of Madras do give this Agreement to Pona-
randy Nally Ponnaya Modeliar of the same Place that is to say.

I do hereby empower You to receive from Taylaramy Daughter of
Nauchama all the Sum of Fifteen Pagodas and the Interest due thereon
Agreable to her Bond Dated the 15 Pagodas which I borrowed
of You and I declare that I have no right to the said Bond of Fifteen Pagodas
Thus I have given this Agreement with my free will and Consent Witnesses
Maylay Mootiyapa Modeliar and Colayanchary Ponnambalar Modeliar
by their Knowledge this Agreement was Drawn by Audiayan Son of Sham-
bador Naugapillay

Witnesses Signed
Mootiapen
Ponnambalam

Signed Casavarayen

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

A true Copy
J. Stuart Hall
Atty for Compt

No. 1 — Taylaramy's Bond to Ponnapa Modeliar

| | | |

To all People to whom these Presents shall come Greeting

Whereas Sylauramy of Madras Inhabitant Drew the Balance of an Account Current bearing date the Sixth Day of December in the Year of Our Lord One Thousand Seven hundred and Ninety in and by a Bond bearing date the Twelfth Day of April One Thousand Seven hundred and Eighty Six became bound to Poverandavally Pennaya Modeliar in the Principal Sum of Thirty Pagodas and also in and by One other Bond bearing date the twenty Ninth Day of October One Thousand Seven Hundred and Eighty Six Executed to Mylay Casavaneya Modeliar of Madras Inhabitant for the Principal Sum of Fifteen Pagodas and by him Assigned over to the said Poverandavally Pennaya Modeliar as by Copies of the said Bonds and Assignment may appear and Whereas there is now due to the said Poverandavally Pennaya Modeliar for Principal and Interest the Sums of Fifty four Pagodas Twenty three Fanams and fourteen Cashs Now Know Ye that the said Poverandavally Pennaya Modeliar for a Valuable Consideration to him in Hand Paid by John Fonseca of the same Place Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Poverandavally Pennaya Modeliar doth hereby Acknowledge the said Poverandavally Pennaya Modeliar hath Assigned and Set over and by these Presents doth Assign and Set over unto the said John Fonseca the said two Bonds and Agreement and also an Account Current and the Money or Amount Principal and Interest thereupon due and owing and which may become due thereon and all his Right and Interest of in and to the same and every Part thereof and the said Poverandavally Pennaya Modeliar for the Consideration aforesaid hath made Constituted and Appointed and by these Presents doth Make Constitute and Appoint the said John Fonseca his Executors and Administrators his true and Lawfull Attorney or Attornies Irrevocable for him and in his Name and in the Name and Names of his Executors and Administrators but for the Sole and Proper use and benefit of the said John Fonseca his Executors Administrators and Assigns to ask Require Demand and Receive of the said Sylauramy her Heirs Executors and Administrators the Money due and to become due on the said two Bonds and Agreement and also an Account Current and from time to time Payment thereof to the said John Fonseca his Heirs Executors and Administrators to sue for and Recover the same and on Payment thereof to deliver up the said two Bonds and Agreement and also an Account Current and give sufficient Releases and Discharges therefore and One or More Attorney or Attornies under him to Constitute and Such at Pleasure the said John Fonseca or his Attorney or Attornies under him shall Lawfully do in the Premises the said Poverandavally Pennaya Modeliar Doth hereby Allow and Affirm and the said Poverandavally Pennaya Modeliar doth Covenant with the said John Fonseca that he the said Poverandavally Pennaya Modeliar hath not Received nor will Receive the said Money due and to become due on the said Balance of the said Account Current or any Part thereof Neither shall or will Release or Discharge the same or any Part thereof but will Own and Allow of all Lawfull Proceedings for the Recovery thereof by the said Poverandavally Pennaya Modeliar saving the said John Fonseca Harmless of and from any Costs that may happen to him thereby In Witness Whereof the said Poverandavally Pennaya Modeliar has hereunto set his Hand and Seal in Madras this Tenth Day of December in the Year of Our Lord One Thousand Seven hundred and Ninety

Signed Sealed and Delivered
Stamp of Pagoda is to be had
in the Presence of
Cuzzy Casavaney
Tavernagadiah

Thomas Coxe
J Stuart Hall
Attorney for Compt.

Mayor's Court at Madraspatnam } Tuesday the 26th Day of April Anno Domini 1791

Present

L.S. Josias Du Pré Porcher Esquire Mayor

William Webb and Andrew Ross

Aldermen

Mayor's Court

Between Poovrandavally Ponnapa Mordiliar of Madras Inhabitant by his Attorney John Fonceca of the Same Place Inhabitant Complainant and Tylauramy also of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which she has Neglected doing This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Fifty four Pagodas Twenty three Fanams and Fourteen Cash (Pagodas 54. 23. 14.) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Cur

Filed the 26th April 1791 } To the Honble the Mayor's Court at Madraspatnam

Between Buthavanny Sunker Haredut by his Attorney Thomas Richard Fairchild Complainant and Gungapdoss the Surviving Partner of the House of Verjeedoss, Pettambara doss and Gungahdoss Defendant

The Humble Petition of the above Named Complainant

Sheweth

That on Tuesday last the Nineteenth day of the Present Month of April this Honble Court was Pleased upon the Petition filed by the Above Named Defendant in the above Cause to Order to be discharged from the Custody of the Sheriff upon filing common Bail and that he was Accordingly Released

By Which Order Your Petitioner Conceives himself Much Aggrieved and doth therefore humbly Pray that this Honble Court Will or Pleased to permit him to Appeal therefrom to the Honble Court of Appeals

And Your Petitioner will Ever Pray

J. Stuart Hall

Jno. Hamilton

Attd. for Petr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of April Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

William Webb and Andrew Ross

Aldermen

Buthavaney Sunker Haredut by his Attorney Thomas Richard Fairchild

vers

Gungahdoss

Petition of the Complainant Praying leave to Appeal from the Order of Court of last Court day Read and filed — The Court having taken the same into Consideration it is Ordered that the Prayer of the Petitioner's Petition be Over-Ruled.

A true Extract

Filed 26th April 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 12th Day of April Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Thomas Monte de Castro

vers

Zachariah Polack

Mr. John White Attorney for the Defendant Prays leave to Decline Acting his Client not having furnished him with Money — Ordered Accordingly — Unless Cause be Shewn to the Contrary by Next Court day and it is further Ordered that the Attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be Made.

A true Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Thomas Monte de Castro
Complainant

and

Zachariah Polack
Defendant

The Affidavit of John Scawen One of the Serjeant of

of this Honble Court.

The above Named Deponent Maketh Oath and saith that he did on the Eighteenth day of this Present Month of April Personally serve the above Named Defendant with a Copy of the Within Extract from the Minutes of this Honble Court.

Sworn to in Court this 26th April 1791

John Scawen

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of April Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
William Webb and Andrew Ross
Aldermen

Thomas Monte De Castro
vers
Zachariah Polack

Affidavit of John Scawen of Service of Notice upon the Defendant of his Attorney having Prayed leave to decline Acting Sworn to in Court Read and filed this day Ordered that Mr John White be Permitted to decline Acting The Attorney for the Complainant Prays that the Defendant May be Next Court day Appoint another Attorney to Act for him in the Room of Mr John White who has declined Acting Ordered Accordingly

A true Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 22d Day of March Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross Henry Chichley Michell
and
Benjamin Roebuck Aldermen

Eleverty Audeapah by his Attorney Estephen Ovanjohn
vers
Madoory Vencatasay

Affidavit of Thomas Ives of Service of Notice upon the Defendant to Appoint an Attorney Sworn to in Court Read and filed this Day The Attorney for the Complainant Prays that the Defendant may appoint another Attorney by Next Court Day and in default thereof that Publication May Pass in this Cause Ordered Accordingly

A true Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Eleverty Audeapah by his Attorney Estephen Ovanjohn of Madras Inhabitant Complainant
and
Madoory Vencatasay of the same Place Inhabitant Defendant

The

Petition of Mr. Robt. Williams

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The Affidavit of Thomas Ives One of the Serjents of this Honble Court

This Deponent Maketh Oath and Saith that he did on the Eighteenth day of this Present Month of April Call at the dwelling House of the above Named Defendant with the intention of serving him with a Copy of the Accompanying Extract but the said Defendant being from home, He this Deponent left the Copy thereof at his said House

Thos. Ives

Sworn to in Court this 26th April 1791

G. Taylor
Regr.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of April Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
William Webb and Andrew Ross
Aldermen

Elleverty Audeyapah by his Attorney Stephen Ovanjohn
vers
Madoorey Vencatasha

Affidavit of Thomas Ives of Service of a Notice upon the Defendant to Appoint an Attorney and in default thereof that Publication will Pass in this Cause Sworn to in Court Read and filed this day. The Attorney for the Complainant Prays that Publication may Pass in this Cause. Ordered Accordingly.

A true Extract.

Filed the 16th Feb.y 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator James Austin of Fort Saint George Merchant that James Flowers of Madras Horse Dealer is Justly and Truly indebted unto Your Orator in the Sum of Ninety One Star Pagodas and Twenty Seven Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Star Pagoda the Sum of Thirty Six Pounds Twelve Shillings and Nine Pence Half Penny or thereabouts as will More fully Appear by the Copy of an Account hereunto Annexed the Original Whereof is in Your Orator's Possession and Ready to be Produced when Required And thereupon Your Orator Says that Sometime in or about the Month of November last Your Orator was Possessed of a good Quiet and Sound Saddle Horse of the Value of Eighty Star Pagodas and Upwards and being desirous of disposing of the Same and instead thereof to Purchase a Horse fitted to draw a Single Horse Chaise Commonly Called a Bandy he Applied to the said James Flowers to Provide him with the Same Proposing to him at the Same time to give the Horse he then Possessed in Exchange for the One he was to Purchase and if there Should be any Difference in the Values of their respective Horses to Settle the Same in a Reasonable and fair Manner Your Orator Sheweth that to this Proposal the said James Flowers readily listened and on or about the Twenty Seventh or Twenty Eighth Days of November last did come to Your Orator's Dwelling House Situated in Fort Saint George aforesaid with Three Horses for Sale and Your Orator having Cast upon One of a Dark Brown Colour he Requested the said James Flowers to let him have a Trial of the said Horse in a Bandy

Bandy previous to his Agreeing about the Purchase which the said James Flowers Perceiving Your Orator Acquainted the said James Flowers that if he was determined not to let his Horse be tried it was not Very Material but the Only thing in Question was whether he Know the said Horse was Sound and whether he would be Answerable that he was Sound Quiet and a Good Bandy Horse upon which the said James Flowers Replied that he had bought the said Horse out of about Seventy other Horses from a Moorman and paid him Eighty Star Pagodas for him that he had had him Three Weeks in his Possession and that he had Rode and Drove him to and from Poodimalee and the Mount thro Very bad Roads and that he never found but that he was a Sound Quiet Good Bandy Horse Your Orator further Sheweth that not being in any Respect Skilled in the Knowledge of Horses or of their being Sound or unsound and the said James Flowers having Refused to let the Horse be tried Your Orator was determined not to take the Horse unless he Was in the fullest Measure Warranted to be Sound and therefore again Requainted the said James Flowers that as he had Refused a Trial of the Horse it was Necessary to Know before he Purchased the said Horse whether he the said James Flowers would Warrant him and if he would Your Orator would take the said Horse without any further Words upon which the said James Flowers Replied that he warranted the said Horse to be as Sound and Quiet a Bandy Horse as any in the Country to all Intents and Purposes upon Which Your Orator took the said Horse from the said James Flowers and delivered him in Exchange his own Horse which was fairly and Reasonable worth the Sum of Eighty Star Pagodas and which the said James Flowers Soon After disposed of for that Sum Your Orator further Sheweth that as Soon after this as Whether would Permit Your Orator tried the said Horse and immediately Discovered that he was Lame occasioned by a Blood Spavin in One of the Joints of his Hindlegs and was otherwise Unsound of which he gave Notice

to

to the said James Flowers and requested him to receive back the said Horse and return Your Orator his Horse againt or pay him the Sum of Eighty Star Pagodas which he was reasonably Worth and Your Orator to induce the said James Flowers to Settle with Your Orator in an Amicable Manner did Not only Apply to him often himself but did also get his at Law to Write him three Several Letters in which he first Proposed in Order to Avoid troubling this Honble Court with the Present Suit and the Expence Attending it to leave the Matter to Arbitration he then informed him of the Proofs he had to Support his Charge and lastly tendered the Horse to the said James Flowers in a formal Manner Previous to the Commencement of the Present Suit Accompanied with a letter a Copy of Which Your Orator has hereunto Annexed for the Inspection of this Honble Court and did on the Day of the date thereof Cause the Original to be delivered to the said James Flowers and Your Orator long hoped that the said James Flowers Would Not be so unjust and Unreasonable or to Repose such fair and Equitable Offer of Your Orator and force him to have Recourse to Law.

But now so it is May it Please this Honble Court that the said James Flowers Obstinately refuses to pay Your Orator the said Sum of Ninety One Star Pagodas and Twenty Seven Fanams or to give Your Orator any Manner of Satisfaction touching the Premisses Your Orator therefore Prays a General Relief Such as to this Honble Court Shall Appear Agreeable to Equity and good Conscience To the End therefore that the said James Flowers 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 Alledge as fully truly and Effectually to all intents and Purposes as if the Same were here again Repeated and Particularly

Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Ninety One Star Pagodas and Twenty Seven fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said James Flowers to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by Such Order and Decree thereon as to this Honble Court Shall Seem Meet.

P. Walker
Att^y for Compl^t

Mr James Flowers ..... Dr

1789 Nov^r	To a Bay Horse which You Sold for ..... Pagodas	80 " "
	Interest from 1st December to 1st February	1 " 27 "
February	To feeding and Attendance on Your Horse from the Same date to this day being Two Months at 5 Pag^s ⅌ Month	10 " "
	Star Pagodas	91 " 27 "

Fort St George
1st February 1790

E. E. (Signed) James Austin

A true Copy

P. Walker
Attorney for Compl^t

Mr

Mr. Flowers

Sir

I have Written to You three times respecting the Horse You sold Mr. Austin in the first he Proposed to leave it to Arbitration and the Second I candidly Sent You a Copy of what Mr. Grocott Was Ready to Swear and Now tender the Horse previous to my Commencing the Suit if You Reject every Offer of a Settlement You Must take the Consequence

I am Sir
Yours &c.
(Signed) P. Walker
Atty to Mr. Austin

Fort Saint George
26th December 1789

A true Copy
P. Walker
Atty for Compt.

Fd. 6th April 1790

The Answer of James Flowers of Madras Inhabitant Defendant to the Bill of Complaint of James Austin also of the same Place Merchant Complainant

This Defendant Now and at all Times hereafter saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Uncertainties insufficiencies and Imperfections in the Complainants said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is advised is Material or Necessary for him to Make Answer unto he this Defendant Answereth and

and Saith that he denies being indebted to the Complainant in the Sum of Ninety One Star Pagodas and twenty Seven Fanams Current Money of Madras or in any other Sum or Sums of Money whatever but this Defendant Admits to have Sold to the Complainant the Horse Mentioned in his said Bill of Complaint on or about the time and for the Sum of Money in his said Bill of Complaint Particularly Set forth this Defendant Positively denies that at the time he Sold and Disposed of the said Horse to the Complainant that he did Warrant him to be as Sound and Quiet a Bandy Horse as any in the Country to all Intents and Purposes or that he did make use of any Words to that Purport or Effect for this Defendant again most Solemnly and Positively declares that in the Disposal of the said Horse to the Complainant as in the Disposal of Numerous others to Different Gentlemen in the Settlement he never took upon himself to Warrant more than what the Horse was free from Vice and as to Respect to the Horse in Question he did inform the Complainant that he was as Quiet a Bandy Horse as any in the Country and on which the Complainant being fully Satisfied the Bargain was Concluded and this Defendant heard no More of the Complainant for or of the said Horse for nearly the Space of One Month after he had been in the Complainants Possession and was therefore Much Surprised on the Eleventh of that Instant to Learn from the Complainant that the Horse was Lame and that he therefore Requested this Defendant Would take him back again Pretending that he had only then tried him but this Defendant Doubts not of proving that he had frequently tried him Previous to that time and frequently Subsequent thereunto So that if the said Horse be really Lame he might have contracted Disorder or been Lamed whilst in the Possession of the Complainant This Defendant Admits

Arbitration

Arbitration might have been offered by the Complainant but this Defendant had no shadow of doubt with respect to his this Defendants Right and therefore had no Occasion to Submit to Arbitration this Defendt does not Admit the Pretended Proofs Set forth by the Complainant and Positively denies any One was present on the Final Conclusion of the Bargain for the said Horse and therefore this Defendant humbly insists that the Present Action is allogether Groundless and litigious.

All which matters and things this Defendant is ready and Willing to Aver maintain and Prove as this Honble Court shall direct and Most humbly Prays to be hence Dismissed with his reasonable Costs and Charges in this behalf Most Wrongfully Sustained

Sworn to in Court
this 6th Day of April 1790
G. Taylor
Regr

James Flower

J. Stuart Hall
Attg for Defendt

Filed the 27th April 1790

The Replication of James Austion of Fort Saint George Merchant Complainant to the Answer of James Flower of Madras Inhabitant Defendant.

This Repliant Now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception that may hereafter be had or taken to the many Errors Uncertainties and manifest Insufficiencies and imperfections in the

the Defendants said Answer Contained for Replication thereunto or unto so much thereof as he this Repliant is Advised is Material for him to Reply unto he this Repliant doth Reply and say that his Bill of Complaint and all and Singular the Matters and things therein Contained are good true Certain and Sufficient in the Law to be Answered unto in Such sort Manner and form as the same are therein and thereby Set forth Stated and Alledged and that the Answer of the said Defendant is very Untrue uncertain evasive and insufficient and this Repliant for further Replication Saith that Notwithstanding any things Mentioned or Contained in the said Defendants Answer he is Justly and truly indebted unto this Repliant in the Sum Sued for and Mentioned in his Bill of Complaint and this Repliant Saith that the Defendant having Admitted in his said Answer that the Horse in Question was Sold by him to this Repliant and that this Repliant did pay or Satisfy unto him the Sum of Eighty Star Pagodas and it having also Admitted that the Horse is unsound and not Nearly worth that Money it Remains Only for this Repliant to prove that the Defendant did Warrant the said Horse to be Sound which he certainly did Altho he well know at the time that the Horse was not sound and he had himself bought him at an Under Price because of Such Defect And in Order to prove to this Honble Court that the Defendant did Warrant the said Horse this Repliant has hereunto Annexed the Copy of an Affidavit Sworn to before Mr Alderman Ross of William Grocutt wherein he States the Particulars of the whole Transaction and Positively Swears that the Defendant did expressly Warrant the Said Horse to be Sound the said William Grocutt being about to Depart for Europe And this Repliant has other Proofs which he will in due time Produce that the Very horse he sold to this Repliant was purchased by him

Not

Not long before of John Storey of Madras Horse Dealer for the Sum of Twenty Seven Pagodas as an Unsound Horse the said John Storey having Previous to the Purchase Pointed out to and informed the Defendant of the unsoundness of the Horse as he had a Spavin in One of his hinder Legs for which Reason the Price was Settled between them at Twenty Seven Pagodas being Much less than the Horse would have been worth had he been Sound, This Repliant further Saith that as the Defendant had bought him for an unsound Horse and at a Proportionate Price it Was his dute to inform any Person who was about to buy him of that Defect as Otherwise he was evidently deceiving him and Selling and Obtaining a higher Price for his Property than it was Worth under false Pretences this Repliant further Saith that in every Bargain of this Sort and Particularly Regarding Horse a General Warranty is implied that the Horse has no Concealed defects within the Knowledge of the Seller without his Mentioning them to the Buyer and if he fails in this the bargain being Grounded on a Mistaken Idea becomes Void, the Property is not Altered by this Void Bargain and the buyer has a Right to return the Horse and Recover the Money back that he paid for him This is Law and is equally Agreable to Reason and Conscience this Repliant further Saith that he believes it was between Ten and Fourteen days that he had the Horse in his Possession before he discovered his being unsound as it happened in the Middle of the Monsoon and the incessant Rains that fell for Several days Successively Prevented him from being able to try the Horse but in the Mean time he Remained in his Stable Properly taking care of and this Repliant the Very day on which he first Mounted him and Discovered his being Unsound immediately went to the Defendants house and informed the Defendant of it, And Required him to take him back

All

All which Matters and things this Repliant is Ready and Willing to Aver Maintain and prove as this Honble Court shall Direct and humbly Prays as in and by his said Bill he hath Already Prayed.

J. Walker
Att^y for Replt.

The Affidavit of William Grocutt at Present of Fort St George Quarter Master in his Majesty's Nineteenth Regiment of Light Dragoons

This Deponent Maketh Oath and Sayth that a Person by the Name of Mr Flowers came to the House of the above Named James Austin in Fort St George in or about the Months of October or November last with three Horses for Sale and the said James Austin having Requested this Deponent to give his Opinion Respecting his Choise of which was Most likely for a Bandy Horse this Deponent Pitched upon One of the three of a Dark Brown Colour and found upon examining his feet that they were in a bad Condition of which he informed the said James Austin but at the Same time told him that he believed upon his being Properly Shoed that his feet might be brought about at the Same time Adding that he was the Likeest Horse of the three for a Bandy tho' this Deponent Advised the said James Austin by no Means to buy the said Horse or bargains for him without first trying him. The said Mr Flowers was then Asked if he would allow the said James Austin to try the said horse in a Bondy which he utterly Refused Adding as an Excuse that he had had Many Horses much damaged by letting them be tried this Deponent further Saith that the said James Austin thereupon told the said Mr Flowers that if he was determined not to let the

Horse

Horse be tried it was not Very Material but the only thing in Question Was whether he the said Mr. Flowers knew and would be Answerable that the said Horse was Sound Quiet and a Good Bandy Horse to which the said Mr. Flowers made Answer to this Deponent and the said James Austin That he had bought the said Horse out of about Seventy other Horses from a Moor Man and Paid Eighty Pagodas for him that he had, had him three Weeks in his Possession that he had Rode or drove him to and from Pondamalee and the Mount through Very bad Roads and he never found but that he Was a Sound Quiet Good Bandy Horse The said James Austin further Said to the said Mr. Flowers that he hoped the said Mr. Flowers was not come to Jockey him And Added that the Question was as the said Mr. Flowers refused the said James Austin to try the Said Horse whether or not he the said Mr. Flowers Would Warrant the said Horse Sound and Quiet If he did that the said James Austin Would take the said Horse on his Affirmation of the said Horse being Sound and Quiet without any further Words or Alteration on which the said Mr. Flowers Replied that he Warranted the said Horse to be as Sound and Quiet a Bandy Horse as any in the Country to all Interest and Purposes and then the said James Austin immediately Replied to the said Mr. Flowers (Tapping him at the same time on the Shoulder) that, that was all he Required and immediately took the Horse without further Words This Deponent further Says that the said James Austin was Prevented from trying the Horse for Some Days on Account of the Heavy Rains but as Soon as they Abated he Rode him out to try him and upon his Return informed this Deponent that he found the Horse on Riding him forty or fifty Yards to be in Avery lame Condition and on his Return this Deponent Says he Ordered the Horse to be taken Care of till he had him Properly examined when he found that the Horse had a Blood Spavin in One of the Joints of his hind Legs which was the Occasion of his being lame and

and that he was otherwise Unsound

Sworn at Fort St. George
this 30th day of January 1790
Before me
Andrew Ross
Alderman

William Grocutt
Qr. Master
19th Lt. Dragoons

A True Copy
P. Walker
Attz for Rept.

Filed the 1st June 1790

The Rejoinder of James Flowers of Madras Inhabitant Defendant to the Replication of James Austin of Fort Saint George Merchant Complainant

This Defendant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception that may be had or taken to the many Errors Uncertainties and Manifest Insufficiencies and Imperfections in the Complainants Said Replication Contained for Rejoinder thereunto or unto so much thereof as this Defendant is Advised is Material or Necessary for him to Rejoin unto he does Rejoin and say, That he is not indebted unto the Repliant in the Sum Charged in and by his said Bill of Complaint or in any Sum or Sums of Money whatever And for further Rejoinder this Defendant says that he neither Admitted in his said Answer as the Repliant Pretends nor did this Defendant deny that the Horse by the Complainant Purchased from this Defendant was unsound because it was out of this Defendant's Power so to do and because it was

Unnecessary

Unnecessary to this Defendant Requisite for him to set up against the unjust and Vexatious Action Commenced against him by the Replicant and for the same Reasons this Defendant has neither Admitted nor denied the said Horse was not worth the Sum of Eighty Pagodas All that was requisite for this Defendant to do he has in his said Answer fully Set forth and Unequivocally Asserted that is to say that he did not Warrant the said Horse to be Sound but that he did Assure the Complainant that the said Horse was as Quiet a Bandy Horse as any in the Country and that the Complainant was perfectly satisfied therewith And this Defendant Says as in and by his said Answer he has already declared that in the Line of his Business as a Dealer in Horses he does not take upon himself to Vouch for a Horse being Sound at the time of the Sale and Disposal thereof and were it otherwise and a Dealer was under the necessity so to do inevitable Ruin would be the Consequence because it is well known that a Horse may and very frequently does get Lame in going from one Stable to Another And this Defendant for further Rejoinder says that the injustice of the present Suit arises from the Nature of the thing on which it is brought for this Defendant Says as in and by his said Answer he has already declared that he did not hear a single Complaint from the Replicant Relative to the said Horse so Purchased by him from this Defendant as aforesaid for near a Month after he had been in the Complainants Possession and thereupon this Defendant Says and so it Must Appear he humbly trusts to Equity and good Conscience that the said Horse if Lame as the Complainant pretends he is must have become Lame while in the Complainants Possession nor will it avail him to Pretend that he had not tried him until Such a length of time after the Purchase made as aforesaid for this Defendant Says it as frequently happens that a Horse gets Lame in his Stable as by the Owner thereof riding or making other Use of him; but it more frequently happens that a Horse gets Lame from the abuse of the Horse Rider than from either of the other Causes and therefore this

This Defendant says and thereon humbly insists that the Replicant had no Right whatever whereby to call this Defendant in question before this Honble Court And this Defendant for further Rejoinder Says he is Advised that the introduction of an Affidavit in the Course of Proceedings is Altogether irregular and improper and ought not and with Submission cannot be received in evidence and the more Particularly as the Affidavit in Question was made if made at all before the present Suit was commenced but this Defendant Says that were the said Affidavit to be good Evidence instead of its being as it is a Nullity it would be rather more in favor of this Defendant than of the Replicant for it shews that the Horse was Chosen Out of a Number and underwent an examination by a Quarter Master of Cavalry who is Supposed to be a Competent Judge and who upon examining his feet found as he says they were in a bad Condition that he informed the Replicant thereof but he did not at that Time discover any Spavin in the said Horse and which is a disorder that seldom escapes the immediate Notice of a Judge of Horses And this Defendant Says that the Allusion by the Replicant made to a pretended Transaction between this Defendant and John Story of Madras Horse Dealer is Altogether impertinent to the Matter in Question which is Whether the Complainant having seen a Horse belonging to this Defendt and Approving of the same did become a Purchaser thereof and after keeping him in his Possession for near a Month or as the Replicant pretends ten or thirteen days Without making the least objection has a right to require this Defendant to take him back again and Return him the Purchase Money and thereupon this Defendant Says that the Replicant in endeavouring to obtain such Advantage Acts contrary to Custom in like Cases and humbly trust the same will not Appear to the Satisfaction of this Honble Court

All

All which Matters and things this Defendant is Ready and Willing to aver Maintain and Prove in such Manner and form as this Honble Court shall direct and therefore humbly Prays as before in his said Answer he hath Already Prayed

J Stuart Hall
Att^y for xxx Defend^t

Interrogatories to be Administred to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein James Austin of Fort Saint George Merchant is Complainant and James Flowers of Madras Horse dealer is Defendant

On the Part and behalf of the Complainant

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

To John Story ... 2^d ... Do You or Do You not know a Darke brown Coloured Horse Now in the Possession of the Complainant and Sold to him by the Defendant if Yea was or was not the same formerly Sold by You to the Defendant for the Price or Sum of Twenty Seven Pagodas or some other and what Sum of Money if Yea was or was not the said Horse at that time unsound and

and Did You or Did You not inform the Defendant thereof Previous to his buying him Was the Defendant or was he not fully Acquainted therewith if Yea was or was not the Price Agreed on much lower on Account of such defect if Yea Please to say what Particular disorder the Said Horse is troubled with and what was his Real Value in the unsound State he was in when sold by the Defendant to the Complainant

To Mr James Smith ... 3 ... Do You or Do You not know a Darke Brown Horse sold by the Defendant to the Complainant if Yea is he or is he not sound if nay what disorder has he had he or had he not that Disorder at the time the Defendant sold him to the Complainant Did or Did not the Defendant Purchase the said Horse of Mr John Story or of whom else did he Purchase the the same what Value did he give for the same Did he or Did he not buy the said Horse as an unsound One, and was he or was he not fully Acquainted therewith Previous to his buying him how many days did he Keep him before he sold him to the Complainant was the horse cured in that time or was he in the same unsound State when he was sold to the Compl^t as he was when he was bought as an unsound horse by the Defendant of what Value is the Horse at Present Declare

To the Same ... 4th ... Did or Did not the Defendant Acknowledge in Your Presence that he had told the Complainant before he sold him the said Horse that he had bought him of a Moorman for the Price or Sum of Eighty Star Pagodas and had picked him out of a great Many Others or some what to that or the like Effect if Yea was it or was it Not the fact if nay Do You or Do You not know of any Inducement the Defendant had to mis inform the Complainant What is the Monthly Expence of Keeping such a Horse or the Horse in Question Declare

Declare

To Mr. Smith } 5th ... Do You or Do You not sometime deal in horses if Yea
Mr. Story } Would You or would You not have Offered the Horse in Question for Sale to any Person as a Sound horse — Would You or would You not have first informed any Person You Offered him to of his being unsound — Declare

To all the Witnesses } Lastly ... 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 —

P. Walker
Atty for Compl.t

Mayor's Court at Madraspatnam } Between James Austin of Fort George Merchant Complainant and James Flowers of Madras Horse dealer 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. John Story Living Stable keeper of Madras Aged fifty Years or thereabouts being

being Produced as a Witness in this Cause On the Part of the Complainant was on the twelveth Day of August One thousand Seven hundred and Ninety Signified at the Office of Mr. James Stewart Hall who is Attorney for the Defendant by Casavale 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 James Austin in this Cause, and that he hath so known him about two Years — And that he doth know the defendant James Flowers in this Cause, and that he hath so known him about the Same Number of Years — And more he saith not to this first Interrogatory —

2d ..... To the Second Interrogatory this Deponent saith, that he doth know of a Dark brown Coloured Horse now in the Possession of the Complainant and said to be sold to him by the Defendant and further Saith, that the same Horse was formerly sold by this Deponent to the Defendant for the Price or Sum of twenty Seven Pagodas This Deponent saith, that the said Horse at that time was Unsound and further saith, that the Defendant was informed thereof Previous to his buying the said Horse. This Deponent Saith, that the Defendant was fully Acquainted with the unsound state of the Horse — And further saith, that the price agreed upon was Much lower on Account of such defect. this Deponent saith that the disorder the said Horse labours under is the blood or bagg Spavin which tends to contract the back of the Horse, and causes Lameness — and further saith, that he cannot take upon himself to Determine the Real Value of the Horse in question in the unsound state

State he was in when sold by the Defendant to the Complainant
And more he saith not to this Second Interrogatory

5th ..... To the fifth Interrogatory this Deponent Saith, that he doth sometime Deal in Horses And further saith, that he would not have Offered the Horse in question for Sale to any Person as a Sound Horse. This Deponent Saith, that he would first have informed any Person he had offered the Said Horse to, of his being unsound The blemish with which the Horse Was afflicted was in fact Apparent to any jodge of horses And more he Saith not to this or to the last Interrogatory

Joseph Shawe
Exr

John Storey

Mayor's Court at Madraspatnam } Between James Austin of Fort Saint George Marchant Complainant and James Flowers of Madras Horse dealer 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 James Smith Farrier of Madras Aged fifty two Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the thirteenth Day of August One Thousand Seven hundred and Ninty Signified at the Office of Mr James Stewart Hall who is Attorney for the Defendant by Casavah My Servant who also left him a 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 Complainant James Austin in this Cause, and that he hath so known him about two or three Years and that he doth know the Defendant James Flowers in this Cause, and that he hath so known him about the same Number of Years And more he saith not to this first Interrogatory

3d ..... To the third Interrogatory this Deponent Saith, that he doth know of a Dark Brown Horse having been sold by the Defendant to the Complainant And further saith, that the said horse is not Sound This Deponent saith, the disorder the horse is affected with, is what is termed the bagg Spavin which affects the Horse And further Saith that the said horse had the abovementioned disorder along time before the Defendant Sold him to the Complainant This Deponent saith, that the Defendant did Purchase the said Horse of Mr John Story And that he gave for the Same the Sum of twenty Seven or twenty eight Pagodas And further saith, that the Defendant did buy the said horse as an unsound One, And that the said Defendant was fully Acquainted there with Previous to his buying the said Horse. This Deponent saith, that he doth not know many days the Defendant kept the said Horse before he sold him to the Complainant And further Saith, that the said horse was not cured in that time, but was in the Same unsound state when he was sold to the Complt as he was, when bought by the Defendant. This Deponent Cannot speak as to the worth at Present of the said Horse

And

And more he saith not to this third Interrogatory

4th ..... To the fourth Interrogatory this Deponent saith, that the Defendant did not Acknowledge in his Presence that he had Sold the Complainant before he sold him, the said horse that he had bought him of a Moorman for the Price or Sum of Eighty Star Pagodas and that he the Defendant had Picked the said horse Out of a great Many others — And further Saith, that he doth not know of any Inducement the Defendant had to mislead from the Complainant this Deponent saith, that the Monthly expence of keeping such a Horse as the horse in question, may be about five Pagodas p. Month — And more he saith not to this fourth Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that he hath dealt in horses And further saith that he would not have offered the horse in question for Sale, to any person as a sound horse this Deponent saith, that he would have first informed any person he had offered the said horse to, of his being unsound And more he saith not to this or to the last Interrogatory —

Joseph Shawe Ex.r

James Smith

Mayor's Court
Madrasapatnam

Saturday the 30 Day of April
Anno Domini 1791

Present

Josias Du Pré Bacher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between James Austin of
Fort Saint George Merchant Complainant
and James Flowers of Madras Esquire
Dealer Defendant

L.S.

Mayor's Court

This Cause coming on to be Heard and Debated
this Day in Presence of the Attornies on both Sides on Reading the
Complainants Amended Bill with Copies of an Account and
a Letter Annexed, the Defendants Answer, the Replication with Copy
of an Affidavit Annexed, the Rejoinder, the Interrogatories and
Depositions on the Part of the Complainant On Hearing the Pleadings
Made Use of by the Attornies and due Consideration had thereon
This Court doth think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Complainant
the full and just Sum of Ninety One Star Pagodas and Twenty Seven
Fanams Star Pagodas 91. 27. 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

Filed the 22d March 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewethunto this Honble Court Your Orator Francois Michel Guillu Ribeyro of Pondicherry Inhabitant by his Attorney Francis Rodrigues of Madras Inhabitant hereunto lawfully Authorized by a Power of Attorney for this Purpose to him granted by the said Francois Michel Guillu Ribeyro a true and faithful translation whereof from the French Language is to this Your Orators Bill of Complaint Annexed and which he prays may be taken as Part hereof the Original of Which power of Attorney is in the Custody of Your Orators Attorney at Law and Ready to be Produced whenever this Honble Court shall require the same that Your Orator on or about the Third day of September which was in the Year of Our Lord One Thousand Seven hundred and Eighty Eight lent and Advanced to Rawmy Chitty of Madras Inhabitant the Sum of Seventy Star Pagodas to Secure the Repayment whereof with Interest for the same at the rate of Twelve per Cent per Annum the said Rawmy Chitty did execute unto Your Orator (by the name and discription of Francis Ribeyro Son of Loranso Ribeyro of Pondicherry One Bond or Written instrument bearing date the Twenty third Auvany of Keclaca Year Answering to the third day of September in the Year of Christ One Thousand Seven hundred and Eighty Eight whereby he the said Rawmy Chitty did Acknowledge to have borrowed and Received from Your Orator by the name and discription aforesaid the Said Sum of Seventy Star Pagodas which Sum of Seventy Star Pagodas the Said Rawmy Chitty did thereby Promise and engage to pay Your Orator by Monthly installments of One and an half Pagodas per Month until the

Whole

Whole of the said Seventy Star Pagodas should be fully discharged and in default of payment by the said Rawmy Chitty of the said Monthly installments of One Pagoda and an half per Month as the same should become due the said Rawmy Chitty did by the said Bond or Written instrument Promise and Engage to pay unto Your Orator the said Principal Sum of Seventy Star Pagodas with Interest for the same at the rate of Twelve per Cent per Annum as by said Original Bond or Written instrument duly executed by the said Rawmy Chitty and now in the possession of Your Orators Attorney at Law & ready to be Produced and Proved whenever this Honble Court shall require the Same and as by a true and faithful translation of the said Bond or Written instrument to this Your Orators Bill of Complaint Annexed and which he Prays may be taken as part hereof Relation being thereunto had it doth and may more fully and at large Appear Your Orator further Sheweth unto this Honble Court that the said Rawmy Chitty hath not paid unto Your Orator the first payment of One Pagoda and an half in the said Bond or Written instrument Contained which was thereby to have been paid to him on or about the third Day of October which was in the said Year One Thousand Seven Hundred and Eighty Eight nor hath the said Rawmy Chitty paid unto Your Orator any of the Subsequent installments in the said Bond or Written instrument Mentioned altho Your Orator hath often Required him so to do whereby the said Bond became and was and is in full force for the said entire Sum of Seventy Star Pagodas so secured and due and owing to Your Orator on the foot thereof and Your Orator further Sheweth unto this Honble Court that there is now due & Owing to Your Orator for Principal Monies and Interest on the said Bond after all Just and equitable Allowances the Sum of Seventy Nine Star Pagodas and Forty Two fanams Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Thirty One Pounds Nineteen Shillings

and

and Five Pence or thereabouts and Your Orator hath frequently in an Amicable Manner Applied to the said Rawmy Chitty for payment of the said Sum of Seventy Nine Pagodas and Forty Two fanams so due and Payable to Your Orator in Manner aforesaid

But now so it is May it Please the Honble Court that the said Rawmy Chitty to injure and distress Your Orator in this behalf Obstinately and Wilfully Refuses to pay Your Orator the said Sum of Seventy Nine Pagodas and Forty two fanams or to make Your Orator Any Manner of Satisfaction touching the premises To the End therefore that the said Rawmy Chitty may upon his Corporal Oath true full perfect and direct Answer Make to all and every the Matters and Charges aforesaid and that as fully and Particularly to all intents and Purposes as if the same Were herein again Repeated and he the said Rawmy Chitty thereunto Interrogated Paragraph by Paragraph and that the said Rawmy Chitty May be a Short day to be Appointed by this Honble Court be decreed to pay unto Your Orator the aforesaid Sum of Seventy Nine Pagodas and Forty two fanams together with such further Interest as shall in the mean time arise and Accrue to Your Orator on the said Seventy Star Pagodas as also all such Costs and expences as Your Orator shall Sustain and by Put to in this Suit and that Your Orator may be further and otherwise Relieved in the Premises According to the Rules of Equity and good Conscience and as the Nature merits and Circumstances of Your Orators case shall require

May it Please this Honble Court to Cause the said Rawmy Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this

Your

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 20th March 1790

John White Attorney for
the Complainant

This Bill was shewn to and between the Days
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
on hearing a Bill of Complaint is filed against
him Let a Summons issue Returnable immediately
and a Warrant of Arrest issue thereon

Jno. Call
Senr. Alderman

Translation of a Bond Dated 23d. Annany of Korlaca Year Answering to Anno
Domini 3d September 1788.

I Ramy Chitty son of Naumah Vengana Chitty of Poduchenny
Do give this Bond to Francois Ribeyre Son of Loranso Ribeyre of Pondicherry that
is to Say

In Consequence of my urgent Occasion I have borrowed and Received of
You the Sum of 70. Seventy Star Pagodas which Sum I do hereby engage to pay
You by the Monthly Instalments at the rate of 1/2 Pagodas p Month on failure
of the Payment According to the Terms aforesaid I promise to pay You the Principal
with Interest at the rate of 12 p Cent p Annum Indefault of which You
are hereby empowered to prosecute me in the Court and Recover the Principal
With the Charges Attending thereto Witnesses to this Bond Naumindy Purty
Pauyaraiyen and Rungaraiyen by their Knowledge this Bond was Drawn by
Kistnasawmy son of Raumasawmy.

Witnesses.
Pauyaraiyen
Rungaraiyen

Naumah Raumy Chitty

A true

811

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

Rungaraiyen
Interpreter

A true Copy

John White Attorney
for the Complainant

The Undersigned Acknowledge and Confess to have given and by
these Presents do give full power and Authority to Mr. Francis Rodrigues
of Madras Inhabitant for me and in my Name to transact and to
Represent me in all my Concerns in and out of Court for me and in my
Name to liquidate my Passive Debts and to sue for the Recovery of my Actived
Debts to give and Draw Releases and Generally to do all and in such
Manner as he shall Obtain Advised to be right

In Testimony whereof I set my hand to presents in the
Presence of Messieurs Alexander De Rozario Charles Nicolas and Ignacio
Darouge who are Witnesses to Who have signed also the same

at Pondicherry this 20th January 1790

Alexander Du Rosaire
Chs. Nicolas
Ignace Darouge

Fs. Mr. Gs. Ribeyre

True Translation
Hy. Dubuisson
Interpreter

Filed the 23d March 1790

In the Honble the Mayor's Court at Madraspatnam

Between Francois Michel Guillu Ribeyro by his Attorney Francis Rodrigues of Madras Inhabitant Complainant

and

Rawmy Chitty of the same Place Inhabitant Defendant

Francis Rodrigas of Madras Inhabitant above named Maketh Oath and Saith that Rawmy Chitty the Defendant above named is and Standeth Justly and Truly indebted to the Complainant above Named in the full and Just Sum of Seventy Nine Star Pagodas and Forty two fanams for Principal and Interest due on a Bond or Written instrument bearing date the Twenty third Auvany of Keelaca Year Answering to the Third of September in the Year of Christ One Thousand Seven hundred and Eighty Eight entered into by the said Defendant to the said Francois Michel Guillu Ribeiro by the name and discription of Francisco Ribeyro Son of Loranso Ribeyro of Pondichery as will more fully Appear by a Copy of the said Bond or Written instrument is Annexed to this Bill of Complaint in this Cause and this Deponent Saith he doth Virely believe the above Named Defendant will abscond from the Jurisdiction of this Honble Court on hearing that a Bill of Complaint has been filed against him

John White Attorney for the Complainant

Fort Saint George 20th March 1790

Franc. Rodrigues

Sworn to before me

Jas. Call

Senr. Alderman

Mayor's Court at Madraspatnam

Tuesday the 3d Day of May Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Mitford Aldermen

Mayor's Court

Between Francois Michel Guillu Ribeiyro of Pondicherry Inhabitant by his Attorney Francis Rodrigues of Madras Inhabitant Complainant and Rawmy Chitty of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Seventy Nine Pagodas and Forty two fanams Pagodas 79.42 " of together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Cur

Filed the 26th April 1791

To the Honble the Mayor's Court at Madraspatnam

Between Trevoocaudoo Ramalinga Moodeliar Complainant and James Stuart Hall Defendant.

The humble Petition of the above Named Defendant

Sheweth

That James Grierson is a Very Material Witness to be Examined on the Part of Your Petitioner in the above Cause without the benefit of whose Evidance he is Advised he cannot safely proceed to a hearing and for as much as the said James Grierson now is and resides in London in the Kingdom of Great Britain

Your Petitioner most humbly Prays that this Honble Court will be Pleased to Order a Commission to issue on the part of Your Petitioner directed to Mr. William Davies of New Inn London Attorney at Law, Sir John Menzies Baronet and William Mackintosh of the City of London Esquire for the Purpose of Examining the said Witness and Your Petitioner shall ever Pray

John White Attorney for the Defendant

Filed the 26th April 1791

In the Honble the Mayor's Court at Madraspatnam

Between Trevoocaudoo Ramalinga Moodeliar Complainant and James Stuart Hall Defendant

The Affidavit of James Stuart Hall the above Named Defendant

James Stuart Hall the Defendant above Named Maketh Oath and saith that James Grierson is a Very Material Witness to be Examined on his Part in the above Cause without whose Evidence this Deponent is Advised he cannot safely Proceed to a hearing and that he the said James Grierson does as this Deponent has been informed and Verily believes the truth so to be at Present resede in London in the Kingdom of Great Britain

John White Attorney for the Defendant

Sworn to in Court this 26th day of April 1791

G. Taylor Regr

J. Stuart Hall

Extract from the Minutes of a Court Helat at the Town Hall on Tuesday the 3d Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Teroovercandoo Ramalinga Moodelly

vers

James Stuart Hall

The Attorney for the Defendant Prays that a Commission may issue Directed to Mr William Davies of New Inn London Attorney at Law Sir John Menzies Baronet and William Mackintosh [illegible] them for the Examination of Mr James Grierson a Material Witness in this Cause Agreeably to his Prayer of last Court day to which the Opposite Attorney Objects because the Defendant hath not Set forth in his Affidavit any Special Circumstances of the Case to induce the Court to Grant a Commission beyond Sea nor does the Affidavit Sell forth the belief of the Defendant that he cannot Proceed to a hearing without the Evidence of the said James Grierson for want of which certainty and as the Action is founded upon a Bond whereto the said James Grierson is Not a Witness, the said Affidavit is insufficient to Warrant the granting of the Defendants prayer which doth not Appear otherwise than Calculated for the Purpose of delay. He therefore Prays that the prayer of the Petitioner may be over-ruled. The Court having taken the same into Consideration It is Ordered that the Petition filed last Court day by the Defendant be thrown out with Costs.

A true Extract.

Filed the 17th March 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Oratrix Charlotte Mackintosh of Madras Inhabitant Widow and Relict Also the Sole Administratrix of all and Singular the Goods Chattels, Rights and Credits, of Angus Mackintosh Deceased, that Charles Darke also of Madras Inhabitant Stands justly and truly indebted to Your Oratrix as Administratrix aforesaid, in the full and just Sum of Nine Hundred and Sixteen Star Pagodas Seven fanams and forty eight Cash, Current Money of Madras Making in Sterling Money of Great Britain at the rate of eight Shillings for every Pagoda the Sum of three Hundred and Sixty Six Pounds and Nine Shillings or thereabouts as will more fully and at Large Appears by an Account Current Copy whereof Is hereunto Annexed And the Original Ready to be produced when required and Your Oratrix further Sheweth unto this Honble Court, that the said Charles Darke by way of Collateral Security for the Repayment of the aforesaid Sum did Pledge and Deposite Certain Articles of Silver Ware, a List or Schedule of which Marked A is hereunto Annexed; And Your Oratrix Sheweth that as Administratrix aforesaid, She hath frequently and in an Amicable Manner demanded payment from the said Charles Darke of the aforesaid Sum of Nine Hundred and Sixteen Star Pagodas Seven fanams and forty Eight Cash.

But now so it is May it Please this Honble Court the said Charles Darke 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

A

1. Silver Tea Kittle
1. Grid Iron
1. Puding Dish
1. Greavy Pot
1. Sauce Dillo
} is Wt. 1772 Seirs or 15372 Ounces

2. Silver Waiters ... Wt. 22872 Rs.
2. Bouls Large & Small
1. Pair of Buckle
3. Spoons
1. Silver Tankard ... Wt. 680 or 620 Pags. Wt. @ 14 ℔ Wt. ℔ Pags. is Pags. 44. 16. or 186. Rs.

True Copy
G. Chalmer
Atty. for Compt.

Mayor's Court at Madraspatnam } Tuesday the 3. Day of May Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross and John Milford
Aldermen

Mayor's Court

Between Charlotte Mackintosh of Madras Inhabitant Widow and Relict also the Sole Administratrix of all and Singular the Goods Chattels, Rights and Credits, of Angus Mackintosh Deceased Complainant and Charles Darke also of Madras Inhabitant Defendant

It

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Nine Hundred and Sixteen Star Pagodas Seven Fanams and Forty Eight Cash / Star Pagodas 916. 7. 48. / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Cur

Filed the 12. March 1791 } To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sawmy Moodeliar of Madras Inhabitant by his Atty. Charles Carty of the same place also Inhabitant that Cottah Mooccundoo Naig of Madras aforesaid Inhabitant stands Justly and truly indebted unto Your Orator in the full and just Sum of Two Hundred and Eighty Six Pagodas thirty Seven fanams and Fifty two Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of One hundred and fourteen Pounds fourteen Shillings and three Pence thereabouts as will more fully appear by an Assignment and an Account Current Copies whereof are hereunto Annexed for the inspection of this Honble Court to which Your Orator Craves leave to refer and Prays the same may be taken as part of this his Bill of Complaint

Complaint the Originals whereof are ready to be Produced when required and Your Orator further shewethunto this Honble Court that the said Account Current is made up from and Composed of an Account Current settled by the Said Cottah Mooccundoo Naig and Your Orator on the Ninth day of January in the Year of Christ One Thousand Seven hundred and Ninety and Signed by the said Cottah Mooccundoo Naig Copy of a Translation whereof is hereunto also Annexed for the inspection of this Honble Court to which Your Orator craves Leave to refer and Prays the same may be taken as part of this his Bill of Complaint the original whereof is ready to be Produced when Required And Your Orator further Shewethunto this Honble Court that he hath frequently and in an amicable Manner requested Payment from the said Cottah Mooccundoo Naig of the said Sum of Two hundred and Eighty Six Pagodas thirty seven fanams and fifty two Cash.

But now so it is, May it please this Honble Court the said Cottah Mooccundoo Naig obstinately and willfully 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 Cottah Mooccundoo Naig may upon his Corporal Oath full true direct and Perfect Answer make to all and singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were hereagain repeated and he Particularly Interrogated thereto and that he may be decreed to pay Your Orator the aforesaid Sum of Two Hundred and Eighty Six Pagodas Thirty Seven fanams and Fifty two Cash With all such Interest as now is or hereafter shall become due thereon and all Cases of this Suit

May it Please this Honble Court to cause the said Cottah Mooccundoo Naig to be Summoned and Required by the Sheriff of Fort Saint George

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 thereto Answer this Your Orators Bill of Complaint and further to stand to and abide such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort Saint George 12th day of March 1791

R^d Williams
Attorney for the Compl^t

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

Jos: du Pré Porcher
Mayor

To all to whom these Presents shall come Greeting Whereas Cottah Mooccundoo Naig of Madras Inhabitant stands Justly and truly indebted unto Sawmy Moodeliar of Madras also Inhabitant in the full and Just Sum of Two hundred and Eighty Six Pagodas Thirty Seven fanams and Fifty two Cash as by an Account Current bearing date the Tenth day of March One Thousand Seven hundred and Ninty One Appears. Now Know Ye that the said Sawmy Moodeliar for a Valuable Consideration and for and in further Consideration of the Sum of Five Pagodas Current Money of Madras to him the said Sawmy Moodeliar in hand paid by Charles Carty of Madras also Inhabitant at or before the Sealing and delivery of these Presents the Receipt whereof he the said Sawmy Moodeliar doth hereby Acknowledge Hath Bargained Sold Assigned and Setover and by these Presents Doth Bargain Sell Assign and Setover unto the said Charles Carty the said Sum of Two hundred and Eighty Six Pagodas thirty Seven fanams and Fifty two Cash and the Interest to become due thereon and

And the said Account Current and all this Right Title and Interest of and
and to the same and of every Part thereof and He the said Sawmy Moodeliar
for the Consideration aforesaid Hath made constituted and appointed and by
these Presents Doth make Constitute and Appoint the said Charles Carty his Heirs
Executors and Administrators his true and Lawfull Attorney and Attornies
Irrevocable for him and in his name and in the name and names of his Heirs
Executors and Administrators but for the sole and proper Use and Benefit of the
said Charles Carty his Heirs Executors Administrators and Assigns to Ask Require
Demand and Receive of and from the said Collatch. Moocoomboo Naigh his Heirs
Executors and Administrators the said Sum of Two hundred and Eighty Six
Pagodas Thirty Seven Fanams and Fifty Two Cash and all Interest to become due
thereon and on non payment thereof by the said Collatch. Moocoomboo Naigh his
Heirs Executors or Administrators to sue for and Recover the same and on Pay-
ment thereof good and Sufficient Discharges in the Law to give and Deliver to
the said Collatch. Moocoomboo Naigh his Heirs Executors or Administrators and
One or more Attorney or Attornies under him to Constitute and Appoint and
Whatsoever the said Charles Carty or his Attorney or Attornies under him shall
Lawfully do in the Premises the said Sawmy Moodeliar Doth and will Confirm
and the said Sawmy Moodeliar doth Covenant to and with the said Charles
Carty that he hath not nor will Receive the said Money due to become due
Upon the said Account Current or any Part thereof neither shall nor will Release
or Discharge the same or any Part thereof but will Own and allow all lawfull
Proceedings for the Recovery thereof by the said Sawmy Moodeliar Saving the
said Charles Carty harmless of and from all Costs and Charges that may
happen thereby In Witness Whereof the said Sawmy Moodeliar hath
hereunto put his hand and Seal in Madras aforesaid this Tenth Day of
March One Thousand Seven Hundred and Ninety One

Sawmy (L.S.)

Signed Sealed and Delivered
Where No Stampt Paper is to
be had in the presence of ----

Attorneys
R. Williams
Atty for the Compts

Dr Collatch Moocoomboo Naigh in Account Current with Sawmy Moodeliar Cr

1790								
January 9th	To the Amount & Balance of the Account Current	25	2					
	to the 28th this day	286	37	52				
	To Interest on the Amount & Balance being	35	3					
	18 Months at 1/2 p Cent							
	Pagodas	286	37	52	Pagodas	286	37	52
					By Balance due this day	286	37	52
					Pagodas	286	37	52

Errors Excepted
for Sawmy
Sawmy

Madras 10th March 1791
R. Williams Attorney for Compts

Dr Coulta Morumdoo Naig in Account Current with Sawmy Mootiah Cr

| | | |

Filed the 10th May 1791

In the Honble the Mayors Court at Madraspatnam

Between Totacala Armogam Moodeliar by his Attorney William Norman Complainant

and

Polichelore Armogam Moodeliar Defendant

The Petition of the above named Defendant Polichelore Armogam Moodeliar

Humbley Sheweth

That the above Named Complainant hath lately commenced a Suit in this Honble Court against Your Petitioner that Your Petitioner hath not as Yet Appeared thereto, and humby conceives that he has a good defence to make to such Action; but in regard that Your Petitioner is unable to Carry on the same on Account of his Extreme Poverty as Appears by the Affidavit hereunto Annexed

Your Petitioner therefore Prays that he May be Admitted to defend his said Action in Forma Pauperis, and that Mr Wilkinson may be Assigned to him as his Attorney to defend his said Suit

And Your Petitioner Shall Ever Pray

In the Honble the Mayors Court at Madraspatnam

Between Totacala Armogam Moodeliar by his Attorney William Norman Complainant

and

Polichelore Armogam Moodeliar Defendant

Polichelore Armogam Moodeliar the above Named Defendant Maketh Oath and Saith that he is not worth the Sum of Five Pounds Current Money of Great Britain or twelve Pagodas and an half Current Money of Madras in all the World his Just Debts being first paid and his Wearing Apparel and the matter in Question in this Cause only Excepted

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

Ranganaudom
Interpreter

[illegible]

Sworn to before me this 9th day of May 1791

Jos: du Pré Porcher
Mayor

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th Day of May May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Henry Chichley Michell

Aldermen

Totticalla Armogam Moodelliar by his Attorney William Norman

vers

Polechelore Armogam Moodelliar

Petition of the Defendant with an Affidavit Sworn to before the Mayor the 9th Instant Read and filed this day Praying that he may be Admitted to defend the Suit in Forma Pauperis and that Mr John Wilkinson be Assigned him as his Attorney — The Attornies for the Complainant pray that they may be Allowed till Next Court day to Shew Cause against the Petitioner and Affidavit — The Court having taken the same into Consideration it is Ordered that Mr John Wilkinson and Mr Robert Williams do Act as Attornies for the Petitioner and that the Attornies for the Complainant be Allowed till Next Court Day to shew Cause and that in the Mean time that the Summons returnable immediately and Warrant of Arrest do remain Suspended

A true Extract

Filed the 10th May 1791

In the Honble the Mayor's Court at Madraspatnam

Between Totacala Armogam Moodeliar by his Attorney William Norman Complainant

and

Polichelore Nagapah Moodeliar Defendant

The Petition of the above Named Defendant Polichelore Nagapah Moodeliar

Humbley Sheweth

That the above named Complainant hath lately Commenced a Suit in this Honble Court against Your Petitioner that Your Petitioner hath not as Yet Appeared thereto, and humbley Conceives that he has a good defence to make to such Action, but in regard that Your Petitioner is unable to carry on the same on Account of his Extreme Poverty as Appears by the Affidavit hereunto Annexed

Your Petitioner therefore prays that he may be Admitted to defend his said Action in Forma Pauperis, and that Mr Wilkinson may be Assigned to him as his Attorney to defend his said Suit.

And Your Petitioner Shall Ever Pray

In the Honble the Mayor's Court at Madraspatnam

Between Totacala Armogam Moodeliar by his Attorney William Norman Complainant

and

Polichelore Nagapah Moodeliar Defendt

Polichelore Nagapah Moodeliar the above named Defendant Maketh Oath and Saith that he is not Worth the Sum of five Pounds Current Money of Great Britain or twelve Pagodas and an half Current Money of Madras in all the World his Just Debts being first Paid, and his Wearing Apparel and the Matter in Question in this Cause only Excepted.

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

Ranganaudom
Interpreter

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Totticalla Armogam Moodelliar by his Attorney William Norman
vers
Polichelore Nagapah

Petition of the Defendant with an Affidavit Sworn to before the Mayor the 9th Instant Read and filed this Day Praying that he may be admitted to defend the Suit in Forma Pauperes and that Mr John Wilkinson may be Assigned him as his Attorney. The Attornies for the Complainant pray that they may be Allowed till Next Court day to shew Cause against the Petition and Affidavit. The Court having taken the same into Consideration it is Ordered that Mr John Wilkinson and Mr Robert Williams do Act as Attornies for the Petitioner and that the Attornies for the Complainant be Allowed till Next Court day to shew Cause and that in the mean time that the Summons Returnable immediately and Warrant of Arrest do remain Suspended.

A true Extract

Filed the 17th May 1791

In the Honble the Mayor's Court at Madraspatnam

Between James Austin of Fort Saint George Merchant Complainant and James Flowers of Madras Horse Dealer Defendant

The Affidavit of James Austin the abovenamed Complainant

P. Walker Atty for Compl.t

This Deponent Maketh Oath and Saith that James Flowers the abovenamed Defendant Stands justly and truely indebted unto the Deponent in the full and Just Sum of Ninety One Star Pagodas and Twenty Seven fanams Current Money of Madras

Fort St George May 17th 1791

James Austin

Sworn to in Court

G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

William Webb and James Daly

Aldermen

James Austin vers James Flowers

Letter from the Clerk to the Court of Appeals to the Register Read Setting forth

forth that the Defendant did on the 13th Instant Lodge an Appeal in the Said Court from a Decree of this Court passed the 30th Ultimo Affidavit of the Complainant to the Justness of his Demand Sworn to in Court Read and filed this day The Attorney for the Complainant prays that a Warrant of Arrest may issue against the Defendants Body to which the Opposite Attornies object a Decree having passed against the Defendant which has since been Appealed the Court having taken the same into Consideration it is Ordered that the Motion for a Warrant of Arrest be over Ruled

A true Extract

Filed the 17th May 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 3rd Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Padre Caetano Antonio Viegas by his Atty George Moss vers Thomas Monte de Castro

Mr George Chalmer Attorney for the Defendant Prays leave to decline Acting his Client Not having furnished him with either Money or Instructions Ordered Accordingly unless Cause be Shewn to the Contrary by Next Court Day and it is further Ordered that the Attorney do Serve his Client With a Copy of this Minute of which Service Affidevit is Made

A true Extract

G. Taylor Regr

In the Honble the Mayor's Court at Madraspatnam

Between Padre Caetano Antonio Viegas by his Attorney George Moss Complainant and Thomas Monte De Castro Defendant

The Affidavit of Thomas Ives One of the Serjeant of this Honble Court

This Deponent Maketh Oath and Saith that he did on the Seventh Instant Personally Serve the above Named Defendant with a Copy of the Within Extract from the Minutes of this Honble Court

Thos Ives

Sworn to in Court this 17th May 1791
G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
William Webb and James Daly
Aldermen

Padre Caetano Antonio Viegas by his Attorney George Moss
vers
Thomas Monte De Castro

Affidavit of Thomas Ives of Service of Notice upon the Defendant of his Attorney having Prayed leave to Decline Acting Sworn to in Court Read and filed this day Ordered that Mr George Chalmer be permitted to decline Acting The Attorney for the Complainant Prays that the Defendant May by Next Court day Appoint another Attorney to Act for him in the Room of Mr George Chalmer who has Declined Acting Ordered Accordingly

A true Extract

Filed the 17th May 1791

In the Honble the Mayor's Court at Madraspatnam

Between Alexander Stephen of Madras Merchant Original Complainant and Cross Defendant and Narrain Veerapah of the same place Inhabitant Original Defendant and Cross Complainant Et. E. Contra

The Affidavit of George Chalmer Attorney for the Original Complainant and Cross Defendant

This Deponent Maketh Oath and Saith that the intention of delivering in the Exhibit Purporting to be an Account Current between the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant Copy whereof Is Annexed to the Cross Defendants Rejoinder Is Solely for the purpose of this Honble Court having an Opportunity of Comparing the hand Writing thereof with a letter from the Original Defendant and Cross Complainant to the Original Complainant and Cross Defendant which has been delivered into this Honble Court the Copy being Annexed to the Original Replication in this Cause. And this Deponent further Saith that the said Account Current and the said Letter do refer to each other as by the following Words inserted in the Cross Defendants Rejoinder will Appear To Wit "This Cross Defendant prays leave "to Annex the Copy of an Account Current which he found Amongst his "Papers and which was given to him by the Cross Defendant in Order to shew "a Statement of his said Account and to Establish what he had Written in "his said Letter which Matter Appears to be fully Confirmed from the "Circumstance of the said Account Current and the said Letter being written "in the same Hand writing and which place the fact beyond the Possibility "of doubt. And this Deponent further Maketh Oath and Saith that his

his Not Delivering in the said Exhibit before, did not proceed from an intention of taking any unfair Advantage of the Original Defendant and Cross Complainant But because this Deponent Verily believed such Exhibit Might be delivered in at any time Previous to the Cause being Set down for hearing

Sworn to in Court this 17th May 1791
G. Taylor Regr

G. Chalmer

Extract from the Minutes of a Court Held at the Tow Hall on Tuesday the 17th Day of May Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
William Webb and James Daly
Aldermen

Alexander Stephen
vers
Narrain Veerapah
Et E Contra

The Attorney for the Original Complainant and Cross Defendant Prays leave to file and Affidavit Sworn to in Court by him this day and Prays that the Court under the Circumstances therein Settforth will allow him to deliver into Court an Original Exhibit Purporting to be an Account between the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant to which the Opposite Attorney objects it being Contrary to the Practice of the Court to deliver in Exhibits of the Publication has Passed The Court having taken the same into Consideration it is Ordered that the Exhibit be not Received

A true Extract

Filed 17th May 1791

In the Honble the Mayor's Court at Madraspatnam

Between Edward Payne and Rene Payne by their Acting Attorney William Collins Jackson
Complainant and
Samuel Johnston
Defendant

John White of Madraspatnam Attorney for the Defendant in the above Cause. Maketh Oath and Saith that on or about the Twenty Second day of February now last past a Commission was at the Instance of the Said Complainants by their said Attorney Ordered to Issue forth of this Honble Court for the Examination of a Witness on the part of the said Complainants and which Witness was said to be resident in the Kingdom of Great Britain this Deponent Saith he has been informed and Verily believes that Since the granting of the said Commission Several Ships in the Service of the Honble the Unitted Company of Merchants of England Trading to the East Indies have Sailed from the Part of Madras aforesaid on their Honble bound Voyage to England

Sworn in Court this 17th day of May 1791
G. Taylor Regr

John White

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

William Webb and James Daly

Aldermen

Edward Payne and Rose Payne by their Attorney Williams Collins Jackson vers. Samuel Johnston

The Attorney for the Defendant Acquaints the Court that on the 22d February last an Order Passed at the instance of the Attornies for the Complainant for issuing of a Commission to England for the Examination of Witnesses in this Cause which has not to this Day been taken on in Support of which he prays leave to file an Affidavit Sworn to in Court by him this Day and thereupon prays that Publication May Pass in this Cause to which the Opposite Attornies object and pray they may be Allowed till Next Court Day to shew Cause Against the Motion Made by the Attorney for the Defendant Ordered that One Week be Allowed

A true Extract

Filed the 6th April 1790

To The Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator George Pong Lieutenant in the Corps of Enginers in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort St George that Robert Henderson of Fort St George Merchant stands indebted unto Your Orator in the full and just Sum of One Hundred and Eighty three Pagodas Twenty Six Fanams and Sixty two Cash Current Money of Madras making and Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Seventy three Pounds Nine Shillings or thereabouts together with the Interest thereon from the Thirtieth day of March last past as will more fully and at large Appear by an Account Current Copy whereof is hereunto Annexed and Prayed to be taken as Part of this his Bill of Complaint the Original being in Your Orator's Possession and ready to be Produced to this Honble Court when required And Your Orator further sheweth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of One Hundred and Eighty three Pagodas Twenty Six Fanams and Sixty two Cash

But now so it is and may it Please this Honble Court the said Robert Henderson 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 as such as to this Honble Court shall Appear Agreeable to Equity and good Conscience To the End therefore that the said Robert Henderson 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

The said Robert Henderson may Particularly Set forth whether all & each of the Articles for the several Principal Sums set forth in the said Account thereunto Annexed are not taken from his Own Account Delivered unto Your Orator, and whether the Interest on such Sums respectively be not Calculated from the several Debts set forth in the Account so Delivered by the said Robert Henderson to Your Orator, And that the said Robert Henderson may be Decreed to pay unto Your Orator the aforesaid Sum of One Hundred and Eighty three Pagodas Twenty six Fanams and Sixty two Cash with all Such Interest as now is or shall hereafter become due thereon also Costs of the Suit.

May it Please this Honble Court to cause the said Robert Henderson 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 this Honble Court pro fixed 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.

S. Popham
Attorney for Complainant

Dr. Robt Henderson in Acct Current with Thos & Lins Gee & Burg Cr

| | | |

Filed the 6th April 1790

In the Honble the Mayor's Court at Madraspatnam

Between George Bong Complainant
and
Robert Henderson Defendant

The Affidavit of the above Named Complainant

The above Named George Bong Maketh Oath and Saith that the above Named Robert Henderson Stands Justly and truly indebted unto this Deponent in the full and just Sum of One Hundred and Eighty three Pagodas Twenty Six fanams and Sixty Two Cash and this Deponent further Saith that the Particulars thereof an Set forth in the Account Current Annexed to this Deponent's Bill of Complaint filed this day in this Honble Court

Sworn to in Court
this 6th April 1790

Geo: Bong

G. Taylor
Regr

L. Popham
Atty for
Compts

Filed the 13th July 1790

The Answer of Robert Henderson of Fort Saint George Merchant to the Bill of Complaint of George Bong Lieutenant in the Corps of Engineers in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George

This Defendant Now and at all times hereafter saving & reserving unto himself all and all manner of benefit and Advantage of Exception Which may hereafter be had or taken to the many errors incertainties insufficiences and Manifest imperfections in the 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 cannot Admit standing indebted to the Complainant in the Sum of One hundred and Eighty three Pagodas Twenty Six fanams and Sixty Two Cash as charged in his said Bill of Complaint, or in any Sum or Sums of Money whatever. for this Defendant Says that having had certain Transactions with the Complainant some time in the Year of Our Lord One Thousand Seven hundred and Eight four and calling at his house to procure payment of the ballance due to this Defendant found he had departed Abrupt ly from Madras for Pondichery in his way to Europe and upon enquiry finding he had left Many debts Outstanding Against him learning that he had property in the Settlement. this Defendant did file a Bill of Complaint in this Honble Court and thereon did obtain a Sequestration and did Sequester certain Property belonging to the present Complainant Amounting to the Sum of One Thousand four hundred and Seventy Eight Arcot Rupees This Defendant says that the Complainant hearing of the Circumstance did write to him and Request that so soon as he the Defendant was satisfied from out of the said Sequestered Property and any other that might come into his hands that he would remit

Remit the balance to him through the hands of the Swedish Consul in London And this Defendant says that the balance remaining in his hands After paying the Customary Fees and expences Necessarily incurred Amounted to the Sum of Two hundred and twenty three Pagodas forty two fanams and this Defendant Says that he being at that time about to depart for Europe: And knowing no Channel by which he could remit the said Sum of Two hundred and twenty three Pagodas Forty two fanams to the Swedish Consul as directed by the Complainant More safe than the bottom upon which he risked himself his family and fortunes Did carry it with him on board the Ship Le Callone to the intent of delivering it to the said Swedish Consul on his Arrival in England. And this Defendant says that unfortunately the said Ship was Wrecked off the Coast of Portugal and a great Many of the People on board together with the whole of this Defendants Property and the said Sum of Two hundred and twenty three Pagodas forty Two fanams the Property of the Complainant was totally lost And this Defendant says that on his Return to India in the Year of Our Lord One Thousand Seven hundred and Eighty Nine the Complainant did call upon him for the balance of an Account Current in which was envolved the said Sum of Two hundred Twenty three Pagodas forty two fanams and this Defendant Shewes that although he is Advised he Was not compellable by Law to pay to the Complainant the said Sum of Two Hundred Twenty three Pagodas forty two fanams or any Part thereof Yet to shew the Complainant his upright intentions he did pay unto him the Sum of Two hundred and Twelve Pagodas and which is Acknowledged by the Receipt of the Complainant Copy whereof is hereunto Annexed for the inspection of this Honble Court and which he prays may be taken as part of this his Answer And this Defendant says that the Matter in dispute Arises Chiefly on the Interest due upon the said Sum Two hundred and twenty three Pagodas forty two fanams And this Defendant Says as he did not Appropriate the same to his

his own use nor ever expected to derive any Advantage therefrom but that he Merely took it with him on board the said Ship Le Callone to deliver it to the said Swedish Consul on Account of the Complainant, and as it was lost With the said Ship he humbly insists being Advised thereto that he Ought not to pay any Interest thereon And Submits the same to the Justice and equity of this Honble Court.

All which Matters and things this Defendant is Ready and Willing to Aver Maintain and prove as this Honble Court shall direct And humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

R. Henderson

Sworn to before me this 13th day of July 1790

Vin^t Corbett
Mayor

Jno Hamilton

Received from Mr Henderson Two Hundred Twelve Pagodas on Account of Money he received for Me in the Year 1785. Madrass the 14th October 1789.

(Signed) Geo: Bang

A true Copy
Jno Hamilton
Att^y for Defendant

Filed 3rd August 1790

The Replication of George Bang to the Answer of Robert Henderson

This Replicant saving unto himself all and all manner of Advantage of exception to the manifold insufficiencies of the said Answer for Replication thereunto saith that he will aver and prove his said Bill to be true certain and sufficient in the Law to be Answered unto, and that the said Answer of the Defendant is uncertain and insufficient to be replied unto by this Replicant, And for further Replication this Replicant saith that the Principal sums being Agreed to by this Replicant and the Defendant the matter in dispute is on the Interest arising thereon respectively to which this Replicant insisteth he hath a full right as stated in this Replicants Account Current Annexed to his Bill of Complaint for the same is According to the Legal Interest of this Country and drawn out According to the Usage of Merchants This Replicant saith that the Defendant ought not to Advantage himself of his own wrong for in the Act of taking the Money with him he departed from this Replicants instructions as Appears by the Defendants own confession This Replicant further saith that he hath already suffered sufficiently by the Defendant in having hereto fore put this Replicant to the Expences of a Sequestration and seizure of his Effects and all the Expences Attendant thereon as Appears by this Replicants said Account Current and may further Appear by the Records of this Honble Court, wherefore this Replicant humbly hopes that as he hath submitted fully thereto, altho' the Defendants conduct was in many respects rigorous against this Replicant if not in some measure illegal and irregular, for the Defendant in November One Thousand Seven hundred and Eighty four sued this Replicant for the full Amount of his Note of hand of three Hundred

Hundred Pagodas without giving this Replicant Credit for the said Bill of Exchange of Captain Robert Baillie received in part payment thereof, and now confessed by the Defendant in his Admission of the Principal Sums in this Replicants said Account, this Replicant hopes the Defendant will be Decreed to pay this Replicant full Interest on the said Sums as charged in this Replicants said Account.

All Which matters and things this Replicant is ready to Prove as this Honble Court shall award, and therefore Prays as in and by his said Bill he hath already prayed and further submits how far the Defendant ought to be subject to exemplary Costs for contesting so fair a Claim under such circumstances of former Usage of this Replicant relative to the same matters and things.

J. Pynham
Atty for Replicant

Filed the 24th Augt 1790

The Rejoinder of Robert Henderson

of Fort Saint George Merchant Defendant to the Replication of George Bang Lieutenant in the Corps of Engineers in the Service of the United Company of Merchants of England trading to the East Indies and under their Presidency of Fort Saint George Complainant

This Defendant Now and at all times hereafter saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception to the Many Errors and untruths uncertainties insufficiencies and imperfections in the Complainants said Replication contained for Rejoinder thereunto Saith that he will aver Maintain and

And Prove all and singular the Matters and things contained in this
Defendants Answer to be good true certain and Sufficient in the Law to be
Answered unto in such Manner and form as the same are therein and thereby
Set forth and Alledged and that the said Replication is Evry untrue evasive &
insufficient for this Defendant to Make further or other Answer thereunto
except to what is hereafter inserted in this his Rejoinder AND this Defendant
for further Rejoinder unto the said Complainants Replication Saith that in
taking with him on board the Ship Le Callone the Sum of Two hundred and
Twenty three Pagodas Forty two fanams the property of the Complainant as
Already stated in this Defendants said Answer he did not depart from the
said Complainants Instructions as Alledged in the said Replication for this
Defendant Received no particular Instructions from the Complainant how or in
What Manner to remit the same Money it was left to his own discretion and
judgment therefore in what he did he Acted for the best and as such Ought
Not to be Aggrieved Sufferer thereby than what he hath already been And
this Defendant for further Rejoinder saith that his conduct towards
the Complainant hath never been fair and equitable and by no means
Unmercifully rigourous as stated in the said Replication for when the
the Suit therein Mentioned was instituted in this Honble Court and which
Was sometime in the latter end of the Year of Our Lord One Thousand Seven
hundred and Eighty four the Complainant then stood Considerably
indebted unto this Defendant and the Bill on Europe which the
Complainant Mentions could not be given credit for until the Defen-
dant heard of its being paid as per Agreement with the Complainant for
the said Bill as the Complainant well knows to be the truth was
dishonoured and protested for non payment nor was it until the
Month of March One Thousand Seven hundred and Eighty Six that
this Defendant Received information from his Correspondent in Europe
that the reason why the said Bill was drawn had after a great
length

length of time been at last prevailed upon to take up the said Bill and
that the Amount thereof was paid all excepting the Sum of three Pounds
Sterling In consequence of such information this Defendant immediatly
Carried the Amount so received to the Credit of the said Complainant by
which this this Defendant then and not till then became indebted
unto the Complainant in a ballance of Two hundred and Twenty
three Pagodas forty two fanams this Defendant was at that time at
Pondichery on his way to Europe & whether the Complainant had gone
a Considerable time before this Defendant therefore as the best and speediest
Mode of Conveying the said Ballance to the said Complainant & therein
Europe took it with himself and his property on board the said Ships
Le Callone but when the said Ships was unfortunately Wrecked on the
Coast of Portugal this balance together with every thing this Defendant
was worth in the World was inevitably lost this Defendant never
of the said balance of Two hundred and Twenty three Pagodas Forty
Two fanams from this Country to Europe as above set forth and which
has Attempted to do Merely from a wish to serve the said Complainant
and adopted this Mode he did as the best and readiest which then
Presented itself of transmitting the said Balance to Europe Agreable
to the desire of the said Complainant this Defendant therefore
having this fairly stated a transaction by which he hath already sustained
a great loss in paying the Principal and fanams which he never had or possibly
Could have the smallest hope or prospect of Gain humbly hopes he will not
be ordered to pay any further charges of Interest on the same and prays
as in and by his said Answer he hath already prayed

Jno Hamilton
Atty for Defendant

Mayor's Court at Madraspatnam } { Tuesday the 17th Day of May Anno Domini 1791

Present

L.S. Josias Du Pré Porcher Esquire Mayor

William Webb and James Daly

Aldermen

Mayor's Court

Between George Bong Lieutenant in the Corps of Engineers in the Service of the United Company of Merchants of England trading to the East Indies Under their Presidence of Fort St. George Complainant and Robert Henderson of Fort St. George Merchant 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 Affidavit of the Complainant, The Defendants Answer with Copy of a Receipt Annexed, The Replication, The Rejoinder On Hearing the Pleadings Made Use of 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 each party do pay his own Costs.

Ap Cur

Filed 10th June 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Nathaniel Edward Hendersley of Fort St. George Esqr. Administrator of the Goods Chattels and Credits of Dawsonne Drake late of Fort St. George Esqr. with the Will Annexed unadministered by Nathaniel Barlow also late of Fort St. George Esqr. Deceased Sheweth that the said Ninth day of February Which was in this Year of Our Lord One thousand Seven hundred and Eighty One, being Possessed of a Very Considerable Estate Consisting of Houses Lands Mortgages Bond and other Securities for Money And also Money Jewells and Effects to a Very large Amount the property of him the said Deceased and of other persons in his hands at the time of his Death And Your Orator Sheweth that the said Dawsonne Drake did previous to his said Deceased Make and Publish his Last Will and Testament in Writing and did thereby Nominate Constitute and Appoint John Pubus and John Call his Executors thereof Neither of whom having Appeared to take out Probate Out Probate thereof this Honble Court in their Capacity of Kings Ordinary did commit Administration of all and Singular his Goods Chattels and Credits to him the said Deceased in any wise belonging unto the aforesaid Nathaniel Barlow with the said Will Annexed some time on or about the Twenty day of March which was in the Year of Our Lord One thousand Seven Hundred and Eighty One And Your Orator Sheweth the said Nathaniel Barlow did by Virtue of the said Letters of Administration Possess himself of the said several Goods Chattels and Credits of the said Dawsonne Drake deceased to a very large and Considerable Amount as aforesaid Exceeding in Value Any Debts that Might be, by him, owing at the time of

of his death—

And Your Orator sheweth that Among other of the said Goods Chattels and Credits where of the said Dawsonne Drake so died Possessed of Were Three certain Bonds or Obligations from Peter Davidson late Major in the Service of His Highness the Nabob of the Carnatick deceased, by him in his life time given and executed unto the said Dawsonne Drake in his Life time as aforesaid, date respectively the twenty third and twenty fifth Days of August, And the twenty Sixth day of October One Thousand Seven Hundred and Eighty wherein and whereby the said Peter Davidson became bound unto the said Dawsonne Drake in the several and respective penal Sum of Eight Thousand eight hundred and Seventy five Pagodas Eighteen fanams and Sixty eight Cash— Four Thousand four hundred Pagodas, and Three Thousand and Seventy Seven Pagodas and fourteen fanams Current Money of Madras, Conditioned for the payment respectively of the several Sums of Four Thousand four hundred and Seventy seven Pagodas thirty fanams and thirty four Cash, Two Thousand two hundred Pagodas, and One Thousand five hundred and thirty eight Pagodas and twenty eight fanams With Interest on the said Several Sums at the rate of Twelve per Cent per Annum to the said Dawsonne Drake his Executors Administrators and Assigns— And Your Orator Sheweth that among other property found in the possession of the said Dawsonne Drake at the said time of his deceased unto other persons belonging was a certain Bond or Obligation from James Taylor and James Call at Present of Fort St. George Esqrs. & of Andrew Majendie & George Savage late of Fort St. George both deceased to the said Major Peter Davidson for the penal Sum of Thirty eight thousand four hundred and eighty One Pagodas ten fanams and forty Cash Conditioned for the payment of the Sum of Fourteen thousand two hundred and forty five Pagodas twenty Six fanams and twenty Cash— And Your Orator sheweth that the said Nathaniel Barlow departed this life some time on or about the Month of August—

Which

Which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six— Without having fully Administered the Estate of the said Dawsonne Drake Deceased And Your Orator did therefore some time on or about the thirty first day of December which was in the Year of Our Lord One Thousand Seven hundred and Eighty Seven take out Letters of Administration to the said Estate unadministered by the said Nathaniel Barlow as by the Records of this Honble Court may Appear, and by the said Letters of Administration in the Possession of Your Orator ready to be produced When Called for— And Your Orator sheweth, that by Virtue thereof Your Orator became invested with the power and Authority of Possessing himself of all and Singular the Goods Chattels and Credits of the said Dawsonne Drake and to the several Houses Lands Mortgages Bonds and other Securities for Money Jewels and Effects of and kind whatsever the property of the said Deceased Unadministered by the said Nathaniel Barlow and of any other Property to other persons belonging which were found in the possession of the said Dawsonne Drake at the time of his Death— And Your Orator Sheweth that being so entitled, Your Orator was informed that the said three Several Bonds from the said Peter Davidson unto the said Dawsonne Drake, and also the aforesaid Bond from the said James Taylor James Call Andrew Majendie and George Savage unto the said Peter Davidson were not in the Possession of the said Nathaniel Barlow at the time of his deceased nor in the hands or Possession of any other person or persons legally Authorized to hold and keep the same, but that the same were in hands Possession and Custody of One Trivengadiah Braminy at that time of Madras Merchant and Beetle and Tobacco Farmer, and which he the said Trivengadiah Braminy did illegally, and without having any Lawfull Right so to do, detain and keep from Your Orator notwithstanding the same were by him frequently and Amicably requested to be deliver up and give unto him Your Orator

as

as Administrator as aforesaid And Your Orator sheweth that the said Trevengadiah Braminy departed this life some time in and about the Month of September which was in the Year of Our Lord One thousand Seven hundred and Eighty eight without having delivered over unto Your Orator the aforerecited Bonds or either of them And Your Orator further Sheweth that the said Trevengadiah Braminy having departed this life intested and without leaving any Will, as Your Orator hath been informed Streenewasviah Braminy of Madras Merchant Son of the said Trevengadiah Braminy did take out Letters of Administration of his Estate, and by means of the aforesaid illegal and Unwarrantable Possession of the said Bonds by the said Trevengadiah Braminy in his life time the aforesaid Streenewasviah Braminy did possess himself thereof after his death, and doth now illegally and unwarrantably to Possess and keep the same from Your Orator as also the aforesaid Bond from the said James Taylor James Call George Savage and Andrew Majendie unto the said Peter Davidson, without having any Sort or Manner of Right or Title in Law Equity or otherwise so to do, and Your Orator Sheweth that the whole of the several Sums Conditioned to be paid by the said Peter Davidson unto the said Dawsonne Drake are several now due and owing together with the Interest thereon save and except as Your Orator hath been informed, that the Sum of Three thousand Pagodas hath been paid by the said Peter Davidson on Account of One of the said Bonds And Your Orator Sheweth that William Duffin and Avadanum Paupiah Braminy the Executors of the said Peter Davidson are ready to pay and have tendered payment of the said Three Bonds from their Said Testator unto the said Dawsonne Drake and the several Interest due thereupon, unto Your Orator as Administrator as aforesaid, upon Your Orator delivering up unto them or either of them the aforesaid Bond from the said James Taylor James Call and George Savage and Andrew Majendie unto the said Peter Davidson, in order that the said Executors

Executors of the said Peter Davidson may thereby be enabled to recover and receive the Principal and Interest thereupon due and Owing.

And Your Orator therefore Sheweth that being so entitled to have the Possession of the said three Bonds from the said Peter Davidson unto the said Dawsonne Drake To Wit One Conditioned for the payment of the Sum of Four thousand four hundred and thirty Seven Pagodas thirty fanams and thirty four Cash One Conditioned for the payment of the Sum of Two thousand and two hundred Pagodas And the other Conditioned for the payment of the Sum of One thousand five hundred and thirty eight Pagodas and twenty eight fanams severally bearing Interest at the Rate thereof from their respective dates of the Twenty three and Twenty five Days of August and the Twenty Sixth day of October One thousand Seven Hundred and Eighty As being part of the property of the Estate of the said Dawsonne Drake deceased and also of the said Bond from the said James Taylor James Call George Savage and Andrew Majendie unto the said Peter Davidson lodged in the hands of the said Dawsonne Drake in his life time Your Orator did demand the Same from the said Trevengadiah Braminy in his life time and hath also demanded since his decease from the said Streenewasviah Braminy his Administrator the delivering up of the said Several Bonds as the Property of the said Estate of the said Dawsonne Drake And Your Orator was in hopes that the said Streenewasviah Braminy would have complied with such Your Orators reasonable request as in Equity and Justice he ought to have done But now so it is May it Please this Honble Court the said Streenewasviah Braminy Combining and Confederating to and with divers other persons at present Unknown to Your Orator whose Names when discovered Your Orator Prays may be parties hereto, with apt Words to Charge them, how to defeat and defraud Your Orator in the Premisses doth absolutely refuse to deliver

Deliver up unto Your Orator the said Three Respective Bonds from the
Said Peter Davidson unto the said Dawsonne Drake or either of them or
the said Bond from the said James Taylor James Call and George Savage
and Andrew Majendie or either of them the said Streenewasviah Bra=
=miny Pretending that he hath a Right to the said Several Bonds under
Pretence, as he Asserts, of the said three Several Bonds from the said Peter
Davidson unto the said Dawsonne Drake, of the same, and the Several
Sums of Money thereon due and owing having been granted and Assigned
Over unto his intestate by the aforenamed Nathaniel Barlow Adminis=
=trator of the said Dawsonne Drake on the Twenty first day of December
One Thousand Seven hundred and Eighty five on which day there was then
Only due thereon as he Pretends the Sum of Eight Thousand Eight hundred
and Sixty five Pagodas thirteen fanams and Sixty four Cash, and also
the aforesaid Bond from the said James Taylor James Call and George
Savage and Andrew Majendie unto the said Peter Davidson, on which he
Also pretends there was only due on the first day of September One
Thousand Seven hundred and Eighty, the Sum of Six Thousand and
fifty Seven Pagodas Seventeen fanams and ten Cash, for the following
intents and purpose To Wit for Securing unto the said Trevengadiah
Braminy his intestate the payment of the Sum of Fourteen Thousand
Pagodas under a certain pretended Award between the said Trevengadiah
Braminy and the said Nathaniel Barlow as Administrator of the
Said Dawsonne Drake given by Cotton Bowerbank Dent and Josias
Dupré Porcher of Fort St. George Esqr. upon certain disputes between
the said Parties since the Death of the said Dawsonne Drake, and that
therefore he had a Right to keep Possession of the said several Securities
untill his said Pretended Debt and demand was therefrom or by some
Other Means paid and discharged Whereas Your Orator doth not Admit
that the said Nathaniel Barlow did as Administrator of the said Dawsonne
Drake

Drake Assign over unto the said Trevengadiah Braminy the said afore
Recited Bonds and the Monies due thereupon from the said Peter Davidson
unto the said Dawsonne Drake or the said Bond from the said James Taylor
James Call and George Savage and Andrew Majendie or that if he hath so
Done that he the said Nathaniel Barlow had no legal Right or Title as
Administrator of the said Dawsonne Drake or otherwise to Assign and
Deliver the Possession thereof unto the said Trevengadiah Braminy nor was
there any legal Consideration existing between the said Parties whereby the said
Assignment could be or was legally Authorized, And Your Orator saith that
there were not any dealings transactions or Accounts existing between the
Said Trevengadiah Braminy and the said Dawsonne Drake in his life
time, which did make a Reference thereof Necessary to Arbitrators to
Settle and determine, and so far from the said Dawsonne Drake being
indebted unto the said Trevengadiah Braminy in the Sum of fourteen
thousand Pagodas he the said Dawsonne Drake was not in fact and in
truth indebted unto him the said Trevengadiah Braminy if in
any but in a Very inconsiderable Sum of Money and that all Accounts
were Previously Settled between the said Parties previous to the death of
the said Dawsonne Drake, Your Orator therefore Chargeth that the Arbi=
=tration of Accounts pretended to exist between the said Trevengadiah
Braminy and the said Dawsonne Drake in his life time was illegal
and unwarrantable in the said Nathaniel Barlow and the said
Trevengadiah Braminy and was procured by the said Trevengadiah
Braminy and was procured by the said Trevengadiah Braminy by
Unfair Means and pretences and was assented to by the said Nathaniel
Barlow in confederacy with the said Trevengadiah Braminy to Wrong
and injure the Estate of the said Dawsonne Drake or thro' ignorance
of the Accounts and real state thereof Your Orator therefore Chargeth
that the said Award, and the said Assignment given thereupon being so
illegally

illegally and Unwarrantably grounded are in themselves both null and Void — And Your Orator sheweth that at other times the said Streenewasviah Braminy pretends and Setts forth in favoor of the said Award and the Assignment in Consequence thereof — That the said Nathaniel Barlow did in Conformity to the said Award on the Twenty first day of December One Thousand Seven hundred and eighty five execute unto the said Trevengadiah Braminy of Madras Beetle and Tobacco Renter or Farmer his intestate, One certain Bond or Obligation in the penal Sum of Twenty eight Thousand Pagodas Conditioned for the payment of the Sum of Fourteen Thousand Pagodas on the Twenty first day of December One Thousand Seven hundred and Eighty five, out of the Assetts of the Estate of the said Dawsonne Drake or from the Several Bonds and Securities Made over to the said Trevengadiah Braminy by two Assignments bearing equal date with the said Bond. For the Recovery of the payment whereof he saith that the said Trevengadiah Braminy had Commenced an Action in the Honble Court on the Eighth day of March One Thousand Seven hundred and eighty eight, And had to his Bill Subjoined Copy of the said Bond as also of the said two Assignments Which Your Orator Sheweth that he Admits, and that Your Orator had also brought a Cross Suit against the said Streenewasviah Braminy Since the death of the said Trevengadeah Braminy for the delivering up of the Bonds and Securities by the said two Assignments Assigned And for the Recovery of the several Sums of Money by him or his Intestate Received thereupon, And also for the delivering up of the said Nathaniel Barlows Bond to the said Trevengadiah Braminy to be cancelled — and Your Orator Chargeth that Notwithstanding the said Streenewasviah Braminy now pretends that he holds the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and the said Bond from James Taylor James Call and George Savage and Answrew. Majendie by Virtue

Virtue of an Assignment thereof, to Secure the payment of the said Sum of Fourteen thousand Pagodas pretended to have been Awarded under the aforesaid Award of the said Cotton Bowerbank Dent and Josias Dutre Porcher And also that the said Bond for Fourteen thousand Pagodas for the Recovery of which he hath brought his said Action was also given in Conformity to the said Award as well as the Bonds and Securities Referred therein to have been Assigned as a Security for the payment thereof Nevertheless the said Trevengadiah Braminy nor the said Streenewasviah Braminy have Not shewn by their said Bill that the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and the said Bond from James Taylor James Call and George Savage and Andrew. Majendie to the said Peter Davidson had been also Assigned by the said Nathaniel Barlow as Administrator as aforesaid for Securing the payment of the same individual Fourteen thousand Pagodas, but the said Trevengadiah Braminy in his life time and the said Streenewasviah Braminy since his Deceased have Severally in their proceedings in this Honble Court Artfully Suppressed and Concealed the said Circumstance of their being in Possession of that part of the Estate now in Question — And Your Orator Sheweth that the Bonds and Securities Assigned by the said Nathaniel Barlow by the said two Assignments referred to in the said Bond from him to the said Trevengadiah Braminy are three New Consolidated Bonds Amounting together to the Sum of Twenty three Thousand five hundred and Sixty three Pagodas under One Assignment and of Certain Claims on the Governor and Council of this Presidency as a Recompence in lieu of the Value of certain Ground and Materials of certain Buildings taken down by their Order within the Black Town — Nevertheless the said Streenewasviah Braminy and Notwithstanding the Cross Suit commenced against him by Your Orator for the same as aforesaid Doth pretend that he is entitled to keep and hold possession of the said three Bonds from the said Peter Davidson to the said Dawsonne Drake and Also the said Bond from the said James Taylor and James Call and George Savage

Savage and Andrew Mayendi and unto the said Peter Davidson until full
Payment shall be made to him of the Principal and Interest of the afore-
said Bond from the said Nathaniel Barlow unto the said Irowngadiah
Brauning—He the said Steuen was sued by Brauning pretending that the
Said Award is the Source of the said Demand, And that if Your Orator
hath not a right to retrospect the Grounds on which the same was
given, nor to trace back any Accounts between the said Irowngadiah
Brauning and the said Dawsonne Drake in his the said Dawsonne
Drakes Life time, the said Steuen was sued by Brauning pretending that
all Accounts were disposed of by the said Award that were of a prior
Date thereto, and that the same doth now center in the said Bond
Whereas Your Orator Sheweth That the said Award cannot be the
Source of the said Demand, but the Source of the said Demand did
Arise and could only arise from Accounts between the said Irowga-
diah Brauning and the said Dawsonne Drake in his Life Time, and
if the said Award is grounded on any other State of Facts than such
as are Warranted by such Accounts, the said Award is Void by having
been illegally obtained and illegally given And in Order to shew unto
this Honble Court that there were not existing any Accounts whereupon
the said Award could be warranted or grounded, Your Orator Sheweth, that
in and about the Year of Our Lord One Thousand Seven hundred and
Seventy Seven the said Irowngadiah Brauning did enter into the Design
of Obtaining on certain Conditions between them as is hereafter Mentioned
and Agreed upon the Farm of Betle and Tobacco rented by the Honble
Governor and Council at Fort St George on behalf of the Honble United
Company of Merchants of England Trading to the East Indies within
the Bounds and Limits of Fort St George aforesaid And among other
things Your Orator Sheweth it was agreed upon by and between the said

Parties

Parties That the said Farm should be procured and Obtained by the Means
influence and interest of the said Dawsonne Drake and That the Previ
ledge Cowle or Grant thereof from the said Governor and Council should be
Made out and taken in the said Dawsonne Drakes own Name And
Your Orator Sheweth That the said Dawsonne Drake did so effectually
employ and use his Means influence and interest therein that he
did on or about the Sixteenth Day of May in the said Year of Our Lord
One Thousand Seven hundred and Seventy Seven obtain and procure
from the said Governor and Council a certain Deed in Writing by
them under their Hands executed and Signed under the Descriptions
and Titles of a Cowle Granted by the Honble George Stratton Esqr
President and Governor and Council at Fort St George to Dawsonne
Drake Esqr for Farming the Betle and Tobacco Farms According to certain
Stipulations and Conditions therein expressed for the Terms of Seven Years
to commence from the first Day of August One Thousand Seven hundred
and Seventy Seven and to end at the Thirty first Day of July One Thousand
Seven hundred and Eighty Seven the said Dawsonne Drake being
personally bound to pay the Yearly Sums of Forty five Thousand and five
hundred Pagodas into Honble Company's Cashier as Yearly Rent for the
same in Twelve Monthly payments And Your Orator Sheweth That the
Said Irowngadiah Brauning and the said Dawsonne Drake did in
Contemplation of the said Dawsonne Drake obtaining the said Betle and
Tobacco Farm enter into Certain Articles of Agreement for the purposes of
Arranging and determining the Separate Interest each was to have therein
and of the Matters and things severally by each party to be done and
performed respecting the same which said Articles of Agreement were
reduced into Writing some time on or about the fifteenth Day of the
Month of February in the said Year of Our Lord One Thousand Seven
hundred

Hundred and Seventy Seven And were afterwards Mutually executed and
Exchanged by them the said Irewengadiah Braminy and the said Dawsonne
Drake To the following Effect and purport To Wit An Agreement made this
fifteenth Day of February One Thousand Seven hundred and Seventy Seven
With Mr Dawsonne Drake as follows First that Mr Dawsonne Drake
Agrees with Irewengadiah to get him Assistance from the Governor and Council
in every Article Agreable to the proposals for Ten Years Second that Irewen
gadiah Agrees to pay Mr Dawsonne Drake four Thousand Pagodas every
Year in Quarterly payments so long as the Cowle for Butle and Tobacco Farms
shall continued in his hands Third That Irewengadiah Agrees to pay Mr
John Lyke Six hundred Pagodas every Year in Quarterly payments so long as
he shall continue to Assist him in his business of the Butle and Tobacco Rev
Farms by going or Writing to the Governor and Council as Occasion may require
Agreable to the Proposals Fourthly That Mr Dawsonne Drake agrees to
have Nothing to do with the Profit and Loss of the said Farm or with the Gover
nors Duestore which Irewengadiah Covenants to give the Governor Annually
as is Always Customary upon every Farm Signed Irewengadiah Dawsonne
Drake And Your Orator Sheweth That the Intentions of the said Irewengadiah
Braminy and the said Dawsonne Drake being thus declared and Agreed upon
Preliminary to the obtaining of the said Farms of Butle and Tobacco as aforesaid
and the Cowle or Grant thereof having Obtained and procured by the Means
influence and interest of the said Dawsonne Drake and in his the said
Dawsonne Drakes own Name on the said Seventeenth Day of May One Thousand
Seven hundred and Seventy Seven from the said Governor and Council to Comm
ence from the first Day of August following They the said Dawsonne Drake
and the said Irewengadiah Braminy did on the said first Day of August One
Thousand Seven hundred and Seventy Seven Ratify and Confirm the several
Covenants in the said Articles of Agreement of the fifteenth Day of February

Aforesaid

Aforesaid expressed and Declared And did severally set and Subscribe
their Names to that End purpose and Effect in the following Words and
figures To Wit We declare that the above Agreement stands good Dated
the first Day of August One Thousand Seven hundred and Seventy Seven
Signed Irewengadiah Dawsonne Drake The Original of which
Articles of Agreement are in Your Orators Possession to be produced when
Properly called for And Your Orator Sheweth That the several aforesaid
Covenants and Conditions being thus Agreed upon and determined by
and between the said Dawsonne Drake and the said Irewengadiah Braminy
He the said Dawsonne Drake in Consideration thereof and of the said Sum
of Four Thousand Pagodas Annually to be paid thereby the said Irewenga
diah Braminy did Deliver unto the said Irewengadiah Braminy the
said Cowle of the said Butle and Tobacco Farms by him the said Dawsonne
Drake obtained and procured as aforesaid And did Assent
and Allow of the said Irewengadiah Braminy Possessing enjoying and
receiving to his own Use and benefit the several Emoluments Rents and
Profits arising therefrom to a very Considerable Amount to the great
Gain and Advantage of the said Irewengadiah Braminy And Your Orator
Charges That the said Dawsonne Drake did all things do his utmost
to gain and procure the Assistance of the said Governor and Council in
every Article respecting the said Farms for the benefit Interest and Advan
tage of the said Irewengadiah Braminy during his the said Dawsonne
Drakes Life time and until the Day of his Death

And Your Orator Sheweth That the said Dawsonne Drake
and the said Irewengadiah Braminy did in their Lives time To Wit in and
about the Month of August which was in the Year of Our Lord One Thousand
Seven hundred and Eighty come to a Settlement of all Accounts of Mutual

Debit

said Trevengadiah did demand the said Sum of Two thousand four hundred and Eighty One Pagodas twenty Nine fanams and thirty Cash from the said Nathaniel Barlow on or about the said Thirty first day of May One thousand Seven hundred and Eighty One as the whole that he then pretended to be due unto him from the Estate of the said Dawsonne Drake Altho' Your Orator Chargeth that the said Trevengadiah Braminy was not entitled thereto, because Your Orator Chargeth that the said Trevengadiah Braminy ought to have given Credit to the said Estate, in the Sum of Two thousand three hundred and thirty three Pagodas and fourteen fanams being the Proportion of the Yearly payment Covenanted to be Made as aforesaid by the said Trevengadiah Braminy, unto the said Estate of the said Dawsonne Drake from the Last payment thereof To Wit from the thirty first day of July One thousand Seven hundred and Eighty One unto the first day of March One thousand Seven hundred and Eighty One the day on which the said Cowle or Farm of Beetle and Tobacco was discontinued by the then Governor and Council of Fort St George

Your Orator Charging that the Estate of the said Dawsonne Drake was entitled to have Credit for the said Sum, because the said Trevengadiah Braminy did enjoy and Received the Emoluments and Advantages of the said Farms untill the said fifteenth day of March He the said Dawsonne Drake having as Your Orator Charges in all things done and performed that Part of the Articles of Agreement before Recited in his life time, which he was bound and obliged to fulfill and perform and departed this Life leaving the said Trevengadiah Braminy in Sole Possession use and enjoyment of the said Farm without having done any Act or having Authorized any Whereby the said Cowle could in any manner or way by rendered ineffectual or to injure or prejudice the said Trevengadiah Braminy in the full Peaceable and quiet enjoyment of the several Rents Profits and emoluments of the said Farm Nevertheless Your Orator Chargeth that the said Trevengadiah Braminy some time after the delivering in of the said

Account to the said Nathaniel Barlow with Interest up to the thirty first day of May One thousand Seven hundred and Eighty One Studying how he Might indemnify himself at any Rate of his disappointment at being deprived of the said Beetle and Tobacco Farm the Cowle declared Vacant on the said first day of March, in the Year of Our Lord One thousand Seven hundred and Eighty One, aforesaid and Actually Annulled on the fifteenth of the said Month by the granting of another Cowle or Farm of Beetle and Tobacco by the then Governor and Council at Fort St George unto Covoor Vydenada Moodelly and Nagapah Chitty of Madras Merchants he the said Trevengadiah Braminy did give out and pretend, that he was deprived of the said Farm by the Means of the said Nathaniel Barlow Altho' the said Nathaniel Barlow had not at that time Sued out Letters of Administration to the Estate of the said Dawsonne Drake, nor did not Obtain the Same untill the Twenty first day of the said Month of March The said Trevengadiah Braminy pretending that he had been a great Sufferer by the deprivation of the said Farm, Making his pretended loss at times to Amount to a very Considerable Sum of Money and at other times did Pretend that he would hold the said Nathaniel Barlow personally Responsible for the same, and at other times that he would hold the Estate of the said Dawsonne Drake liable for the same for which he the said Trevengadiah Braminy did threaten and Menace the said Nathaniel Barlow to Commence Actions at Law And Your Orator Chargeth that the said Nathaniel Barlow being intimidated at Such the said Threats and Menaces of the said Trevengadiah Braminy, and being Apprehensive that he should be drawn into troubles and difficulties, by reason of the aforesaid Law Suits And being Alarmed and afraid that he should be made ultimately liable and Responsible to Make good the said demand from his own private fortune, as the said

Trevengadiah

Trevengadiah Braminy did Alledge and say that he was deprived of the
Said Farms by Means of the said Nathaniel Barlow Administrator as
aforesaid, Altho' Your Orator Chargeth that the said Nathaniel Barlow did
Not obtain Letters of Administration to the said Dawsonne Drake's
Estate, untill on or about the twenty first day of March several days after
the Cowle of the said Farms had been declared Vacant and had been disposed of
by the Said Governor and Council to other persons — Your Orator Chargeth that the
Said Nathaniel Barlow to ease and Relieve himself from the said Respon-
sibility, where with he was threatened, did consent to Admit of the said
Trevengadiah Braminy as a Creditor of the said Estate on Account of the
aforesaid Supposed losses he pretended he had Sustained by Reason of the
Said Governor and Council having deprived him of the said Farm by giving
the same to others, and to Allow of the said Trevengadiah Braminy to Make
a demand on him as Administrator as aforesaid on these Supposed
Accounts Arising out of Supposed injuries — Your Orator also Charging that
the said Nathaniel Barlow combining and confederating with the said
Trevengadiah Braminy in the premisses how to wrong and injure the
Estate of the said Dawsonne Drake, and Regardless of the Trust and duty of
his Office faithfully to Administer the said Estate According to Law did
encourage aid and Assist the said Trevengadiah in such his unjust and
Unlawfull designs on the said Estate, he the said Nathaniel Barlow did
on or about the Twenty Ninth day of January One Thousand Seven hundred
and Eighty four, execute unto the said Trevengadiah Braminy a certain
Deed or Instrument falsely Setting forth that there was a Considerable Balance
due and owing from the Estate of the said Dawsonne Drake to the said
Trevengadiah Braminy, which the said Nathaniel Barlow did therein
Covenant to Account and make Satisfaction or cause the same to be Accounted
for or made Satisfactory to the said Trevengadiah Braminy after his the
Said

Said Nathaniel Barlow's Return from the Cape of Good Hope — And the said
Nathaniel Barlow did also in the Same View and design on the said Twenty
Ninth day of January One Thousand Seven hundred and Eighty four, execute
unto the said Trevengadiah Braminy a Certain Bond or Obligation binding
himself his Heirs Executors and Administrators in the penal Sum of Fifteen
Thousand Pagodas Conditioned for the payment of the Sum of Seven thousand and
five hundred Pagodas by him the said Nathaniel Barlow his Heirs Executors and
Administrators out of certain Monies discribed to be, Out of the first Monies
or Dividends Received or declared by the Nabob of the Carnatick or his Succes-
sors to his or their new Consolidated Bond Creditors together with Interest
at the Rate of Twelve per Cent per Annum, which said Bond Your Orator
Chargeth the said Nathaniel Barlow did unlawfully and Unwarrantably
Sign as Administrator to the Estate of the said Dawsonne Drake Deceased —
Without any legal Consideration and well knowing at the time that the
Estate of the said Dawsonne Drake was not indebted unto the said Treven-
gadiah Braminy in the said Sum of Seven Thousand and five hundred
Pagodas — And that there were not any Accounts between the said parties
other than such as Your Orator hath Sell forth —— And Your Orator
Chargeth that the said Nathaniel Barlow and the said Trevengadiah
Braminy did again To Wit Some time on or about the Month of Septr.
in the Year of Our Lord One Thousand Seven hundred and Eighty five
renew their said Confederacies and Combinations devising how they might
further Wrong and injure the said Estate and defraud the lawfull Credi-
tors and Legatees of their Just Debts and Legacies for Your Orator Chargeth
that the said Nathaniel Barlow did on or about the fifth day of the
Said Month of September Subscribe an Account Current whereby the
Estate of the said Dawsonne Drake is Debited in the same Sums as that
before Referred to Marked No. 1. Amounting to the Sum of Twelve Thousand
Seven

Seven hundred and Seventy two Pagodas — Without Noting that the said Sum
Were paid on Account of the Annual payment of Four Thousand Pagodas
Per Annum by Virtue of the said Articles of Agreement as the same is
done in the said Account No. 1 — And also in the further Sum of One
Thousand and Eight hundred Pagodas paid to Mr. John Lykes — which
Your Orator doth expressly charge the said Estate of the said Dawsonne
Drake had not any thing to do, because the said Sum of One Thousand
and Eight hundred Pagodas was paid by the said Trevengadiah Braminy
himself unto the said John Lykes on Account of the Annual payment of
Six hundred Pagodas per Annum Covenanted to be paid him by the said
Trevengadiah Braminy by the said Articles of Agreement and in
Performance thereof — And Your Orator Sheweth that the said Account
hath not Credit by the said Dawsonne Drake for the said Sum of Twelve
Thousand Pagodas, wherewith the Account Settled and Stated by and bet-
-ween the said Trevengadiah Braminy and the said Dawsonne Drake
is Credited, as hath been before shewn — And Your Orator Sheweth
that the said Account is Certified by One Alvar Cash and Bookkeeper of
the Deceased in his life time by the Acknowledgement of the said Alvar Chitty
to have received the said Sum of Twelve Thousand Seven hundred and Seventy
two Pagodas from the said Trevengadiah Braminy on Account of the
Deceased as may be seen by his Books — And the said Nathaniel Barlow
Doth also declare to the truth of the said Certificate from his examination
of the Deceased's Books — which Account and the said Certificates thereof
Your Orator doth Charge to be fraudulently designed and Contrived by the
Said Trevengadiah Braminy and the said Nathaniel Barlow for the
Purpose of Suppressing a Credit Allowed by the said Trevengadiah Braminy
in the life time of the said Dawsonne Drake of the Sum of Twelve
thousand Pagodas — because Altho' the debit side thereof may be just,
Yet

Yet the Suppression of the Credit that ought to have been brought
thereto, doth evidently made the Same fraudulent and unjust
Against the Estate of the said Dawsonne Drake — Copy of which
Account Current Marked No. 3. is hereunto Annexed, the Original
Whereof is in Your Orators Possession Ready to be Produced when
Properly Called for — And Your Orator Chargeth that the said Treven-
-gadiah Braminy still confederating with the said Nathaniel Barlow as
aforesaid the said Nathaniel Barlow did in the said Month of September and
afterwards devise and Contrive how they might render their said Combinations
and Confederacies still more effectual to their purpose, and to cover their
Said frauds and deceits under the Colour of an Amicable Reference to Arbitra-
-tors, they the said Nathaniel Barlow and the said Trevengadiah Braminy
did about the time aforesaid and afterwards came into a certain pretended
Agreement to refer to the said Account No. 3. And also the said Bond for
Seven Thousand and five hundred Pagodas, together with Sundry other Accounts
in no Manner or way Relating to or connected with the Estate of the said
Dawsonne Drake to the Award of Cotton Bowerbank Dent and Josias
Du Pré Porcher as aforesaid — And Your Orator Chargeth that the said Nathaniel
Barlow did allow and Admit of the said Trevengadiah Braminy to pro-
-duce the said Account No. 3. and Bond and sundry other Accounts, and
to make himself a Creditor before the said Arbitrators in the enormous Sum
of One Lack twenty Nine Thousand two hundred and fifteen Pagodas
Which Your Orator also Chargeth the said Nathaniel Barlow did not Contra-
-dict or deny, but did aid and Assist in misleading and deceiving the
Said Cotton Bowerbank Dent and Josias Du Pré Porcher into a belief of the
Same being just and true, by Allowing of the aforesaid Account Current Signed
by himself to be produced before them, whereby a Balance of Fourteen Thousand
five hundred and Seventy two Pagodas was made due unto the said
Trevengadiah

Trevengadiah Braminy on the fifth day of March One Thousand
Seven hundred and Eighty Altho' Your Orator Chargeth the said Natha=
=niel Barlow well know that the said Dawsonne Drake and the said
Trevengadiah Braminy did settle Account of all Concerns on the
Thirty first day of August One Thousand Seven hundred and Eighty where=
=by the said Dawsonne Drake was only indebted unto the said Trevengadiah
Braminy in the Sum of Seven hundred and Seventy two Pagodas, and the
Said Nathaniel Barlow, Your Orator Chargeth, did moreover allow and
Admit of his own Bond before Sittforth to be produced against the
Estate, and also sundry other Articles of Account and Particularly an
Account Current in the hand Writing of the said Trevengadiah Braminy
Made up to the fifth day of September One Thousand Seven hundred and
Eighty five, whereby the said Dawsonne Drake was debited in the
aforesaid Sum of Fourteen thousand five hundred and Seventy two
Pagodas. as the Balance of the aforesaid fictitious Account. made up
after the death of the said Dawsonne Drake as aforesaid, and also in the
Sum of One Thousand and five hundred Pagodas as the Amount of the
aforesaid Dawsonne Drake's Bond to the said Trevengadiah Braminy
of the said fifth day of September One Thousand Seven hundred and
Eighty. Altho' Your Orator Chargeth the said Trevengadiah Braminy had
Received the Sum of Three hundred and Seventy five Pagodas as a Dividend
on the said Bond on the Twenty seventh of February One Thousand Seven
hundred and Eighty three from the said Nathaniel Barlow which
Account was made to Amount together with Interest up to the said
fifth day of September One Thousand Seven hundred and Eighty five to
the Sum of Twenty five Thousand Seven hundred and fifteen Pagodas
and Nine fanams as may Appear by a Copy of the Original thereof hereunto
Annexed Marked No. 4. the Original whereof is in Your Orator Possession
to

To be Produced when Properly called for. And Your Orator Chargeth that the
Said Nathaniel Barlow did moreover allow and Admit of the said Trevan=
=gadiah Braminy Producing before the said Arbitrators Account of Losses
Pretended to have been Sustained by the said Trevengadiah Braminy for
Seizure of Tobacco by the New Renter Subsequent to the death of the said
Dawsonne Drake, Making in all the Sum of One Lack twenty Nine Thousand
two hundred and fifteen Pagodas. all which matters of Account had not
Nor could not have any Possible connexion with the Accounts between
the deceased in his life time and the said Trevengadiah Braminy And Your
Orator Sheweth that the truth and Justice of the Accounts of the Estate of the
Said Dawsonne Drake being thus abandoned and the Interest thereof
being Sacrificed to the unlawfull designs of the said Trevengadiah Braminy
in Confederacy with the said Nathaniel Barlow to could not be expected
that the said Cotton Bowerbank Dent and Josias Du Pré Porcher could
Give any Award, than such as was favorable to the hopes and Wishes of
the said Confederates. And Your Orator therefore Chargeth that the said
Cotton Bowerbank Dent and Josias Du Pré Porcher did some time on
or about the fifth day of December in the aforesaid Year of Our Lord One
Thousand Seven hundred and Eighty five Give an Opinion in writing upon
the said Matters as the Grounds for drawing an Award thereupon
Wherein they did Sittforth the said Accounts as aforesaid in the follo=
=wing Words To Wit.

Fort Saint George

Opinion of the Arbitrators delivered with their Award on
the 5th December 1785.

On a Mature and Deliberate Consideration of the differences
between Mr. Barlow and Trevengadiah.

Jam

I am of Opinion that it will be most eligible and safe, for Mr. Barlow, as Administrator to the Estate of Mr. Drake, that the Matter should be Compromised.

It Appears by an Account now produced by Trevengadiah that he debits Mr. Nathaniel Barlow as Administrator the Sum of Pagodas 129,215: for the three Years Douceur for Mr. Drake's Support, the Administrators own Bond, for Losses by the Farm, for the Seizure of Tobacco, by the new Renter, and for Interest, which matter in case, of Not being Settled, would Appear by Bill of Complaint before the Mayor's Court, it is Evident that as the Farm was taken from Trevangadiah Seven Years before the Expiration of the time, that even if Mr. Drake had been living he would have been bound in honor to have given Trevangadiah, a Compensation with Respect to the Demand, for the Seizure of Tobacco, Trevangadiah could not with propriety claim that Loss, on Mr. Barlow for being the immediate Act of the new Renter in Consequence of the Cowles being Annulled the Action if any, must lay towards Nagapah Chitty, Mr. Barlow having Surrendered the Cowle before he was Regularly Admitted as Administrator has made himself liable, and on that Account, Damages no doubt might be given in a Court of Equity with respect to the Bond given previous to his departure from India there's no doubt but it was a prudent Act on the Part of Mr. Barlow as it prevented Law Process — nor do I think, however he may think Advantage may have been taken of his hasty departure that he could with propriety have litigated it, Bonds being of a most solemn Nature which if on any Pretext One Set aside Might endanger the property of Individuals, of Course a Court of Justice would decree in Trevangadiahs favor —

There

There Appears a paper before us of 14000 Pagodas in which the Bond of 7500 before expressed is inserted, another Bond for 1500 and an open Account of 1440 Admitted by the Administrator as the Plaintiff Trevangadiah appears to be willing to receive the above Sum in full discharge of all Claims, I am clearly of Opinion to prevent a tedious and Litigious Law Suit the Expences of which, let the Issue be, what it May, would be Enormous, that it is Eligible just and proper, for the good of the Legatees in England, that Mr. Barlow should Accede to Trevangadiahs Proposals because Although the Mayor's Court might object to some part of Trevangadiahs Charges in his Account of 129000 Pagodas, Yet there's no saying whether on a deliberate Discussion of the Matter, if they Would not give More than the 14000 Pagodas besides the Expences of Cost of Suit —

(Signed) C. B. Dent

5th December 1785 —

As there's no doubt has Cost arisen to Trevengadiah in the course of this Transaction, it appears Equitable that some Allowance should be Made to Trevangadiah, I have Already observed that if the Demand only of 14000 Pags. had been litigated in Court, the Administrator would have been obliged to pay the Costs, the Law Suit has been prevented by Business done out of Court, and as ye. Gentlemen of the profession have had infinite Trouble I think an Adequate Recompence should be made instead of a Bill of Costs, and Propose 500 Pagodas between Mr. Ellis and Mr. Baker employed on the part of Trevangadiah —

(Signed) C. B. Dent

I Perfectly agree to every part of the above Opinion of Mr. Dent —

(Signed) Jos: Dupré Porcher

from

From whence it Appeareth that they the said Arbitrators did make the Subject of their said Opinion, and the Award thereafter given thereupon, on the Date of the said 15th day of December aforesaid, upon Matters that had not any existence in the life Time of the Deceased and wherewith his Estate could not be legally made Chargeable after his death, and upon these unjust Grounds did Award that the said Nathaniel Barlow should pay unto the said Irwengadiah Braminy the Sum of Fourteen Thousand Pagodas from out of the first Assetts belonging to the Estate of the said Dawsonne Drake and a further Sum of Five hundred Pagodas out of the Assetts of the Estate to Edward Ellis and Charles Baker in lieu or Compensation of Law Charges.

And Your Orator Charges that it is upon this illegal and Unwarrantable Award that the said Irwengadiah Braminy in his life and the said Streenewasiah Braminy his Administrator since his decease have Grounded their right to detain the aforesaid Notes Bonds or Obligations from the said Peter Davidson unto the said Dawsonne Drake and also the Bonds or Obligations from the said James Taylor, James Call and the said George Savage and Andrew Majendie unto the said Peter Davidson and also upon the Grounds of a pretended Assignment thereof from the said Nathaniel Barlow unto the said Irwengadiah Braminy for the purpose as they pretend, of securing the payment of the said Sum of Fourteen Thousand Pagodas unto him the said Irwengadiah Braminy, whereas Your Orator Charges that the said Award was Obtained and the said Assignment if any such there be was fraudulently Granted for the purpose of defrauding and wronging of the said Estate by the Acknowledgement of false Debt by the said Nathaniel Barlow, known not to be due in any Part all which Actings and doings of the said Streenewasiah Braminy and of the said Irwengadiah Braminy in manner aforesaid are and were illegal and fraud to the manifest wrong and

Wrong and injury of Your Orator as Administrator as aforesaid, as Your Orator is thereby Aggrieved and kept from the said Bonds from the said James Taylor and James Call and the said George Savage and Andrew Majendie unto the said Peter Davidson, and without the possession Whereof he cannot deliver the same unto the aforesaid Executors of the said Peter Davidson, and without which delivery they the said Executors do refuse to pay unto Your Orator the said three Bonds or Obligations from the said Peter Davidson unto the said Dawsonne Drake and the several Principal and Interest due thereupon, 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 Streenewasiah Braminy and his Confederates when discovered may upon Oath and their Corporal Oaths full true and direct and perfect Answer to make to all and Singular the Matters and things aforesaid before and Purposes as if the same were there again repeated and particularly interrogated and more especially that the said Streenewasiah Braminy may discover whether he hath or not in his Custody power or possession or some other person or persons by his knowledge and Consent, have or have not in their Custody power or possession and how long since the aforesaid three recited Bonds or Obligations from the said Peter Davidson unto the said Dawsonne Drake or before set forth To Wit bearing date respectively the twenty third and twenty fifth day of August and the twenty sixth day of October One Thousand Seven Hundred and Eighty for the several and respective Penal Sums of Eight Thousand Eight hundred and Seventy five Pagodas Eighteen Fanams and Sixty eight Cash Four Thousand four hundred Pagodas and

Three

Three thousand and Seventy five Pagodas and fourteen fanams
respectively Conditioned for the payment of the Several Sums of
Four thousand four hundred and Seventy Seven Pagodas thirty Seven
fanams and thirty four Cash Two thousand and two hundred
Pagodas and One thousand five hundred and thirty eight Pagodas
and twenty eight fanams bearing Interest at the Rate of Twelve
Per Cent per Annum or in any other and what Sum or Sums of
Money And whether the said Bonds Are or are not respectively due, and
if he should Alledge that they are not, that he may Set forth what Sum or
Sums of Money there are now respectively due for Principal and Interest
thereon, and what is the Balance thereof. And also that he may discover
Whether he hath or hath not in his Custody Power or possession or whether
Some other person or persons hath or hath not in his or their Custody power
or Possession the aforesaid Bond or Obligation from the said James Taylor
James Call George Savage and Andrew Majendie to the said Peter Davidson
for the Penal Sum of Thirty Eight thousand four hundred and Eighty One
Pagodas ten fanam and forty Cash Conditioned for the payment of the Sum of
Nineteen thousand two hundred and forty five Pagodas twenty Six fanams
and twenty Cash or in some other and what Sum or Sums of Money, and
Whether the said Bond is or is not due and Payable and when, and
Whether the whole of the Principal and Interest thereof are or are not respec-
tively due, and if he should Alledge and say that they are not that he may
Set forth what Sum or Sums of Money there are now due for the same
respectively due and owing And that the said Streenewasviah Braminy
May shew and discover by what manner and means he become possessed
of the said three Bonds or Obligations from the said Peter Davidson unto
the said Dawsonne Drake and of the said Bond of the said James Taylor
James

James Call and George Savage and Andrew Majendie unto the said Peter
Davidson and under what Claim or Title he now holds and keeps Posses-
sion thereof as Administrator of the said Trevengadiah Braminy, that
he may shew and discover under what Claim or Title the said Trevengadiah
Braminy did in his life hold and keep Possession thereof And from
Whom he received the Same. And if he should pretend that the said Claim
or Title of the said Trevengadiah Braminy in his life time thereto or any
of the said Bonds or Obligations be in Writing, that he may produce the
Same if he hath it or declare what is became thereof. And whether he
doth or doth not know that Your Orator is or is not Administrator of the
Estate of the said Dawsonne Drake in the Manner by Your Orator before
shewn And whether the said William Duffin and Avadanum Paupiah
Braminy are or not Executors Named in the last Will and Testament
of the said Peter Davidson And also that the said Streenewasviah Bra-
miny may Set forth and discover whether Your Orator as Administrator
as aforesaid hath or hath demanded from him the aforesaid three Bond
from the said Peter Davidson to the said Dawsonne Drake and also the
aforesaid Bond from the said James Taylor and James Call and George
Savage and Andrew Majendie, to the said Peter Davidson, and why and for
What Cause or reason he did not and hath not delivered the Same Accordingly
unto Your Orator And that the said Streenewasviah Braminy may discover
Whether the said Trevengadiah Braminy did or not in his life time as afore-
said, being an Action against Your Orator as Administrator as aforesaid
for the Recovery of the Sum of Fourteen thousand Pagodas upon Bond from
the said Nathaniel Barlow to him as herein before Set forth, and whether
the said Securities herein Charged are or are in the said Action or Bill Set forth
or

Or any other and why and for what Cause or Reason the pretended Assign-
-ment of the said three Bonds from the said Peter Davidson to the said
Dawsonne Drake and of the said Bond from the said James Taylor James
Call and George Savage and Andrew Majendie unto the said Peter Davidson
Was or was not therein also declared upon And whether Your Orator hath
or not filed a Cross Bill against him the said Streenewasviah Braminy
as herein before Sett forth or to some other and what purpose
And that the said Streenewasviah Braminy may discover whether
taken Place between the said Dawsonne Drake and the said Trevengadiah
Braminy respecting the forming of the Beetle and Tobacco within the
Boundaries and limits of Fort St. George, To Wit in the Year of Our Lord
One Thousand Seven hundred and Seventy Seven did or did not take
Place and exist between them And whether the Copy of the Articles of
Agreement hereunto Annexed is or is not a true Copy and in what
Part or parts the same is different from its Original And whether he
doth or not know and believe that the said Trevengadiah Braminy did
Sett and Subscribe his Name to the said Original, and whether the said
Dawsonne Drake did or did not procure the Cowle or Grant herein men-
-tioned and charged to have been obtained by him from the said Governor
and Council of the Beetle and Tobacco Farm in his the said Dawsonne
Drakes own Name on the terms and Conditions herein before Sett forth or on
any other and what terms and Conditions And whether the said Streene-
-wasviah Braminy doth or not know or believe that the said Dawsonne
Drake did or did not in Consideration of the Covenants and Conditions
in the said Articles of Agreement contained or on any other and what
Consideration deliver unto the said Trevengadiah Braminy the said
Cowle or Grant of the Beetle and Tobacco Farm as aforesaid, And whether
the said Trevengadiah Braminy as he the said Streenewasviah Braminy
knows

Knows, and doth believe, and hath been informed did or did not Possess
enjoy and receive to his own use and benefit the several emoluments
Rents and profits arising from the said Farm from the term or date of
the said Cowle before Sett forth or how otherwise And whether he doth not
know and believe that the said Trevengadiah Braminy did Continue to
Possess enjoy and receive the Rents Emoluments and profits of the
Said Farm from the day of the commencement of the said Cowle unto
the day of the death of the said Dawsonne Drake And whether he knows
that the said Dawsonne Drake did in his life time do any Act to prevent
or impede the Same And that the said Streenewasviah Braminy
May Sett forth and discover whether he doth know hath heard or hath
Reason to believe, whether there was or was not any Settlement of Accounts
between the said Dawsonne Drake and the said Trevengadiah Braminy
under the date of the Thirty first day of August One thousand Seven
hundred and Eighty as is herein before charged and Sett forth or othere-
-wise and how And whether the Copy of the Account Current No. 1.
hereunto Annexed is or is not a true Copy of such Settlement of Accounts
from the Original herein declared upon and charged or in what part
or parts the Same doth differ from the said Original And whether the
Said Original was or was not Signed by the said Trevengadiah Bramine
And whether the said Dawsonne Drake did or did not to his the
Said Streenewasviah's knowledge and belief Sign a Counterpart of
the said Account If Yea that he may declare whether he ever Saw
the Same and what is became thereof And that he may produce the
Same And that the said Streenewasviah Braminy may discover
Whether there were any other and what Accounts between the said
Dawsonne

Dawsonne Drake and the said Streenewasviah Braminy depending on the said Thirty first Day of August one Thousand Seven hundred and Eighty And of what kind Sort or Nature the same were and that he May Procure the same And also that the said Streenewasviah Braminy May Set forth and Discover whether he knows or hath been informed Whether there were any other dealings or transactions between the said Irevengadiah Braminy and the said Dawsonne Drake during his life time and until the Day of his death Save and except the Granting of the aforesaid Bond or Obligation unto the said Irevengadiah Braminy on the said fifth Day of September One Thousand Seven hundred and Eighty for the payment of the aforesaid Sum of One Thousand and five hundred Pagodas, And also saving and excepting as by Your Orator before Charged And so that the said Streenewasviah Braminy should Alledge that there were other dealings transactions and Accounts between the said Irevengadiah Braminy and the said Dawsonne Drake in his life time, that he may Set forth the same Particularly According to the best of his knowledge and belief and that the said Streenewasviah Braminy may Set forth and Discover Whether the Credit given to the said Dawsonne Drake of the three several Sums of Four Thousand Pagodas each for the Annual payment of the like Sums According to the said Articles of Agreement Amounting together to the Sum of Twelve Thousand Pagodas, was or was not Duly carried to the Credit of the said Dawsonne Drake in the Books of the said Irevengadiah Braminy in his life time According as the Same is Credited in the aforesaid Account Current N.1. herein before referred to And whether the said Streenewasviah Braminy doth Not in his Conscience know and believe that the said Credit was

Just

just and true and if just or who not

And that the said Streenewasviah Braminy may also Set forth and Discover whether the said Irevengadiah Braminy did or did not make up and Account between him and the Estate of the said Dawsonne Drake, as herein before is charged to have been made up to the Thirty first Day of May One Thousand Seven hundred and Eighty One composed of the Balance of the said Account Current of the Thirty first Day of August One Thousand Seven hundred and Eighty, Amounting to the Sum of Seven Hundred and Seventy two Pagodas, and of the Account Principal of the said Dawsonne Drakes Bond to him for One Thousand and five hundred Pagodas under the Date of fifth Day of September One Thousand Seven hundred and Eighty And Whether the Copy of the said Account Current Annexed is or is not a true Copy from the Original, And Whether the said Original was or was not Signed and the Hand Writing of the said Irevengadiah Braminy

And that the said Streenewasviah Braminy may Set forth and Discover whether the aforesaid Cowle or Grant of the Betle and Tobacco as aforesaid obtained by the said Dawsonne Drake as aforesaid, was or was not on the first Day of March One Thousand Seven hundred and Eighty One declared Vacant by the then Governor and Council and whether the same was not rightly Annulled on the fifteenth Day of the said Month of March and why and for what Cause or Reason And whether the said Governor and Council did or did not Issue and grant another Cowle for the said Betle and Tobacco unto the persons herein before Set forth or unto some other and what person

or

And that the said Streenewasviah Braminy may Sett-
forth and discover whether the Account Current Marked No. 3. the
Balance whereof is made to Amount in favor of the said Trevengadiah
Braminy against the Estate of the said Dawsonne Drake to the Sum
of Fourteen Thousand five hundred and Seventy two Pagodas is or is not
a true Copy from the Original and whether the Same was or was not
drawn up after the death of the said Dawsonne Drake and whether
the Sum of Twelve Thousand Seven hundred and Seventy two Pagodas
debited in the said Account or some and what part thereof is or is not
debited in the Accounts of the said Trevengadiah Braminy as having
been paid unto the said Dawsonne Drake in his life time on Account
of the said Annual Sum of Four Thousand Pagodas covenanted to be paid
by the said Trevengadiah Braminy to the said Dawsonne Drake in
Performance of and in conformity to the said Articles of Agreement before
Sett forth And whether the said Streenewasviah Braminy doth or
doth not know or hath or hath not heard by any Manner and
Means and how, that the said Dawsonne Drake did in his life time
give Receipts unto the said Trevengadiah Braminy for the said Sum
of Twelve Thousand Seven hundred and Seventy two Pagodas or some
and what thereof on Account of the said Annual Sum of Four Thousand
Pagodas, covenanted by the said Articles of Agreement or otherwise to be
paid him by the said Trevengadiah Braminy and that he may
Produce the said Receipts And if he should say that he hath not any
Receipts of that Nature or discription that he may shew that is became
thereof, and on what other Account the said Sum of Twelve Thousand
Seven hundred and Seventy two Pagodas was paid And that the said
Streenewasviah

Streenewasviah Braminy may Sett forth and discover, whether the sum
of One Thousand and Eight hundred Pagodas at the debit side of the
said Account as having been paid to Mr. John Sykes was or was not so
Paid him the said John Sykes on Account of three Years payment at the
rate of Six hundred Pagodas Yearly in performance of and in Conformity to
the said Articles of Agreement or on what Account and whether he
hath or not heard that the said John Sykes did give Receipts unto the
said Trevengadiah Braminy for the said One Thousand and Eight
Hundred Pagodas on that Account And that he may produce the same
and if he should Alledge that he hath not any Receipts of that Nature
or discription that he may shew what is became thereof and on what
other Account the said Sum of One Thousand and Eight hundred Pags.
Was paid unto the said John Sykes and for what Account Cause or
Reason the said Sum of One Thousand and Eight hundred Pagodas was
brought to the debit of the Estate of the said Dawsonne Drake and that
the said Streenewasviah Braminy may discover what and for what
Cause and Reason the Sum of Twelve Thousand Pagodas Credited in the
aforesaid Account to the Dawsonne Drake To Wit in the Account Current
Made up by the said Dawsonne Drake in his life time and the said
Trevengadiah Braminy, under the date of the Thirty first day of August
One Thousand Seven hundred and Eighty on Account of three Years
Payment at the rate of Four Thousand Pagodas ⅌ Annum, was or was not
also Credited in the said Account Current made up after the death of the
said Dawsonne Drake To Wit in the Account Current Signed by Alvar
Chitty and the said Nathaniel Barlow whereby the Estate of the
said Dawsonne Drake is brought indebted unto the said Trevenga-
diah Braminy in the Sum of Fourteen thousand five hundred
and

and Seventy two Pagodas — And that the said Streenewasviah Braminy
May discover whether he hath or not heard or been informed —
Whether the said Trevengadiah Braminy did or did not some time
in the Month of September One Thousand Seven hundred and Eighty
five, make a demand on the said Nathaniel Barlow as Administra=
=tor as aforesaid of a further Sum of One Lack twenty thousand two
hundred and fifteen Pagodas — And that he may Sell forth on what
Accounts did the same Particularly arise and from what dealings
and transactions between the said Dawsonne Drake and the said
Trevengadiah Braminy — And whether the said Trevengadiah Bra=
=miny did or did not also make up an Account as between him and
the said Nathaniel Barlow as Administrator as aforesaid dated the fifth
day of September xxxxxxxxxx One thousand Seven hundred and Eighty
five aforesaid in manner as is Sell forth in the Copy of an Account Current
Marked No. 4. Whereby the said Dawsonne Drakes Estate is made indebted
unto the said Trevengadiah Braminy in the aforesaid Balance of Fourteen
thousand five hundred and Seventy two Pagodas — And whether the same
is or is not the Balance of the aforesaid fictitious Account No. 3. herein
before Referred to, and also in the Amount of deceased Dawsonne Drakes Bond
of the fifth day of September One thousand Seven hundred and Eighty for
the Sum of One thousand and five hundred Pagodas — And whether the
Balance thereof was not made against the Estate of the said Dawsonne
Drake to Amount to the Sum of Twenty five thousand Seven hundred
and fifteen Pagodas and Nine fanams or what other Sum and whether the
Copy of the said Account hereunto Annexed is or is not a true Copy from the
Original and whether the Original thereof is or not Signed by and in the hand
Writing of the said Trevengadiah Braminy — And that the said Streenewasviah
Braminy may Sell forth whether the said Account of One Lack twenty Nine
thousand two hundred and fifteen Pagodas and the said Account of twenty
five

Five thousand Seven hundred and fifteen Pagodas and Nine fanams and some
other and what Accounts produced by the said Trevengadiah Braminy were
or were not fraudulently and Corruptly agreed by and between the said
Nathaniel Barlow and the said Trevengadiah Braminy to be laid
before Arbitrators as beforementioned — And whether Arbitration Bonds
were executed by the said parties the said Nathaniel Barlow and the
said Trevengadiah Braminy, and in what penalty were the said parties
Severally bound — And whether the said Arbitrators did or did not proceed
thereupon — And whether the opinion given with their Award, Copy of
Which is hereunto Annexed was or was not the Ground of an award by them
on the day of the date thereof or some other time thereafter and when given
And that the said Streenewasviah Braminy may Sell forth and Shew —
Whether the said Opinion and Consequent Award were or were not given
and made upon the aforesaid fictitious Accounts produced by the said
Trevengadiah Braminy or on any other and what Accounts or papers, and
Whether he knows or does in his Conscience believe that the aforesaid Articles
of Agreement between the said Dawsonne Drake and the said Trevengadiah
Braminy of the aforesaid fifteenth day of February One thousand Seven
hundred and Seventy Seven and Ratified on the first day of August follo=
wing — And also the Account Current between the said Dawsonne Drake
in his life time and the said Trevengadiah Braminy Mutually
Signed, under the date of the thirty first day of August One thousand Seven
hundred and Eighty — And whereof the Balance was on the first day of the
Said Month only the Sum of Seven hundred and Seventy two Pagodas,
And the Receipts severally mentioned to have been given by the said Daw=
=sonne Drake for the Account on which the Sums on the debit side of the
Said Account Current were paid — And also the Account Current made
up between the said Estate of the said Dawsonne Drake and the said
Trevengadiah

Trevengadiah Braminy to the thirty first day of May One thousand Seven Hundred and Eighty One were all or any of them produced by the said Nathaniel Barlow before the said Arbitrators.

And that the said Streenewasviah Braminy may also Sett forth, whether he doth or doth not know, and in his Conscience believe, that if the said several papers and Accounts whereto he hath been lastly interrogated had been produced before the said Arbitrators, that they would or would in Conscience have given the said Award or any Award in favor of the said Trevengadiah Braminy, and also that he May Sett forth whether the said Trevengadiah Braminy did or did Not in his life time To Wit on the Twenty Seventh day of February One Thousand Seven hundred and Eighty three, receive a dividend on the said Bond of the said Dawsonne Drake of the fifth day of September One Thousand Seven hundred and Eighty, in Consequence of the aforesaid Account Current before referred to, and made up to the thirty first day of May One thousand Seven hundred and Eighty One And lastly that the said Streenewasviah Braminy may make a full discovery of the Matters wherewith he hath before been interrogated from the Books of Accounts and Reckonings kept by the said Trevengadiah Braminy in his life time, According as the said Matters shall appear therefrom and if he should Alledge and say that the said Trevengadiah Braminy did not keep any Books of Account and Reckoning whereby and wherefrom the said Several Matters may Appear and be discovered, that he may shew and discover how otherwise he is informed of and Acquainted with the Matters by him in Answer and discovery declared and Sett forth, and that he may be Decreed to come to a fair Account and Reckoning with Your Orator as Administrator as aforesaid And that this Honble Court will also order and Decree that the said Award be Annulled and of no effect as having been illegally and fraudulent procured and Obtained And that the said Streenewasviah

Streenewasviah Braminy may deliver up unto Your Orator as Administrator as aforesaid the three before recited Bonds from the said Peter Davidson unto the said Dawsonne Drake To Wit bearing date respectively the twenty third and twenty fifth day of August and the twenty Sixth day of October all in the Year of Our Lord One Thousand Seven hundred and Eighty for the respective penal Sums of Eight Thousand Eight hundred and Seventy five Pagodas Eighteen fanams and Sixty eight Cash Four Thousand and four hundred Pagodas and Three thousand and Seventy Seven Pagodas and fourteen fanams Current Money of Madras and Respectively Conditioned for the payment of the several Sums of Four Thousand four hundred and thirty Seven Pagodas thirty fanams and thirty Cash and of Two Thousand and two hundred Pagodas and One Thousand five hundred and thirty eight Pagodas and twenty eight fanams and also the Several Sums of Money received thereupon by him the said Streenewasviah Braminy or the said Trevengadiah Braminy in his life time and also the aforesaid Bond from the said James Taylor and James Call and the said George Savage and Andrew Majendie deceased unto the said Peter Davidson for the penal Sum of Thirty eight thousand four hundred and Ninety One Pagodas ten fanams and forty Cash Conditioned for the payment of the Sum of Nineteen Thousand two hundred and forty five Pagodas twenty Six fanams and twenty Cash and also the Several Sums of Money received thereupon by him the said Streenewasviah Braminy or the said Trevengadiah Braminy and that the said Streenewasviah Braminy may deliver up unto Your Orator the Assignment or Assignments of the said Several Bonds If any such he has in Order that the same may be Cancelled

Cancelled or otherwise shew by what Legal Right or Title they hold and Keep Possession thereof or any of them, and that this Honble Court will decree Your Orator such further and other Relief in the premises as to them may seem Meet and also all Costs of this Suit

May it Please this Honble Court to cause the said Stream was ordered Branning and his Confederates when diverse ordered to be Summoned and Required by the Sheriff of Fort St. George Fown 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

Madraspatnam
10th June 1790

This Bill was shewn to me in the Days of Adjournment let Summons issue Returnable the next Court Day

Vin^t Corbett
Mayor

Wm Dii Pury
Atty Compl^t

Dr Damsome Drake Esquire ... No 1

1778 May	2	To Cash Mr Drake Depos^d with Young Hastie Mercht for Sundry Goods Pr Bond dated 1st August 1777 to be Paid 2 Years after Date			
		To Interest on the Same from the 1st August 1778 being 2 Years		3600	"
		To Cash Mr Drake Depos^d with Young Hastie Merchant for Sundry Goods Pr Bond dated 1st August 1778 to be Paid 2 Years after Date			
		To Interest on the Same from the 1st August 1779 being 2 Years		3600	"
		To Cash Mr Drake Depos^d with Young Hastie Merchant for Sundry Goods Pr Bond dated 1st August 1779 to be Paid 2 Years after Date			
		To Interest on the Same from the 1st August 1780 being 2 Years		3600	"
		To Cash Mr Drake Depos^d with Young Hastie Merchant for Sundry Goods Pr Bond dated 1st August 1780 to be Paid 2 Years after Date			
		To Interest on the Same from the 1st August 1781 being 2 Years		3600	"
		To Cash Mr Drake Deposited with Young Hastie Merchant for Sundry Goods Pr Bond dated 1st August 1781 to be Paid 2 Years after Date			
		To Interest on the Same from the 1st August 1782 being 2 Years		3600	"
				Pagoda's	18000 "

1778 May	2	To Cash Mr Drake Deposited with Young Hastie Merchant for Sundry Goods Pr Bond dated 1st August 1777 to be Paid 2 Years after Date		3600	"
1780 Feby	1	To Cash Mr Drake Deposited with Young Hastie Merchant for Sundry Goods Pr Bond dated 1st August 1778 to be Paid 2 Years after Date		3600	"
1780 March	5	To Cash Mr Drake Deposited with Mackintosh Dodd & Co Merchants Pr Bond dated 1st August 1778 to be Paid 2 Years after Date		3562	50
		To Interest on the Same from the 1st August 1780 to the 5th March following 218 Days		218	"
				Pagoda's	18772 "

Errors Excepted
Wm Dii Pury
Atty Compl^t

No. 2.

Mr. Dawsonne Drake Deceased ..... Dr.

To Ballance due pr. this Acco.t to 1st. day of August 1780 as pr. his Acco.t Curr.t being ..... Pag.e 172 .. ..

To Interest on Do. from 1st. August 1780. to 31st. day of May 1781. being 10 Months @ 12 pr. Ct. ..... Pag.e 77 .. 8 .. 30 ..... P. 849 .. 8 .. 30

To Cash Lieut. Chandler pr. his Bond on 5th. day of Sept.r 1780 being ..... P. 1500 .. ..

To Interest Do. to 31st. May 1781 @ 12 pr. Ct. ..... 132 .. 21 .. ..

Pag.e ..... 2481 .. 29 .. 30

True Copy

Hez. Dayton
Atty. Compt.s

Dr. Dawsonne Drake Esq.r

1780					
May	1st.	To Ballance due this day	Pag.e 172		
Aug.t	5th.	To Cash Lieut. Chandler on his Bond	1500		
Sept.r	5th.	To Do. on Interest	132 .. 21 ..		
1781					
May	31st.	To Interest on Sundry Sums	849 .. 8 .. 30		
				Pag.e	2481 .. 29 .. 30

Cr.

1780					
Aug.t	1st.	By Cash Allen Dobbs Allen City	3000		
Sept.r	5th.	By Cash Lieut. Do.	1000		
Nov.r	11th.	By Do. Do.	3562		
1781					
May	31st.	By Interest Pennsylv.a Mutual Assurance Do.	35		
		By Interest Bank Pennsylv.a	15		
		By Balance Pag.e 172 Ledger Dawsonne Drake	870		
				Pag.e	4572 .. ..

By Cash Allen Dobbs Esq.r Sheriff of Kent County Delaware
By Cash Allen Dobbs Esq.r Sheriff of Kent County Delaware
By Cash Allen City Collector of Bank Property in Philadelphia
By Cash Allen City Collector of Bank Property in Philadelphia
By Cash Lieut. Chandler Paymaster of the Delaware Regiment
By Cash Lieut. Chandler Paymaster of the Delaware Regiment
By Cash Lieut. Chandler Paymaster of the Delaware Regiment
By Cash Lieut. Chandler Paymaster of the Delaware Regiment
By Cash Allen City Collector of Bank Property in Philadelphia
By Cash Allen City Collector of Bank Property in Philadelphia
By Cash Allen City Collector of Bank Property in Philadelphia

No 4

Nathaniel Barlow Esq.r Sole Admr. of Dawsonne Drake Esq.r Dec.d
To Irwingadiah Branning ---------- D.r

1780. Sept.r 5th To the Amount of this Account Current of his own hand Writing due Amounting to ---------- Pag.s 14572 " "

1780. Sept.r 5th To the Amount of Mr. Dawsonne Drakes Bond With the 12 P Cent Interest ---------- Pag.s 1500 " "

Pag.s 16072 " "

Interest on the above Sums from 5th Sept.r 1780 to 5th Sept.r 1785. being full for 5 Years @ 12 P Cent being ---------- Pag.s 9643 4 " "

Pag.s 25715 4 "

of which a Bond for 7500 dated 29th day of January 1784.

true Copy
Hy Digney
Clk in Cham.rs

Filed the 20th December 1790

The Answer of Irwingadiah Branning Administrator of Irwingadiah Branning Deceased Defendant to the Bill of Complaint of Nathaniel Edward Kindersley Administrator of Dawsonne Drake Deceased to the Estate and Effects Unadministered by Nathaniel Barlow Deceased

This Defendant Now and at all Times hereafter Saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the many Errors Untruths Uncertainties Insufficiencies and Imperfections in the Complainants said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material or Necessary for

for him to make Answer unto he this Defendant Answereth and Saith That he did on or about the twenty Second Day of June in the present Year of Christ One Thousand Seven hundred and Ninety Exhibit and file his Humble Bill of Complaint in this Honble Court against this Defendant the Complainant to said Bill was by the Records of this Honble Court now remaining thereunto had may appear and thereunto and thereby for Reasons therein mentioned Prayed that this Defendant might Answer the Premises and all and singular the Matters and things therein Charged as fully and perfectly as if the same were here again repeated and he this Defendant Craved leave to refer to the Records and Proceedings of the said Bill when and as occasion should require and this Defendant Saith that he hath seen and Read the said Bill and Believes that the Complainant is entitled to the Relief and Discovery thereby prayed as against the Estate and Effects of Dawsonne Drake Deceased in the Hands of Nathaniel Barlow Deceased but this Defendant Saith that he hath not Assets of the said Dawsonne Drake Deceased in his Hands to Answer the Complainants said Demand and this Defendant Saith that he hath not Administered any Part of the Estate and Effects of the said Dawsonne Drake Deceased and that he this Defendant

=plicity of Suits and because he thought the matter of the Complainants Bill
was Already before the Court in a Suit and Cross Suit between the same
Parties as by the Records of this Honble Court Reference being thereunto had may
Morefully and at large Appear and this Defendant further Answering Says
that being Advised to Appeal from the said Order of this Honble Court of the said
twenty Eighth day of September for that his said Plea aperated as a Sufficient
and legal Bar to the Complainants said Bill he this Defendant did confor=
=mable to an Order of this Honble Court Relative to Appeals from interlocutory
Orders on or about the twenty third day of October in the present Year of
Christ One Thousand Seven hundred and Ninety Exhibit and file his Petition
in this Honble Court and did therein and thereby Pray leave to Appeal
Accordingly And this Defendant Saith that this Honble Court taking the
Same into its Consideration was Pleased to Order that this Defendants said
Petition should be thrown out with Costs as by the Records of this Honble Court
Reference being thereunto had may appear And this Defendant says that
upon such the dismission of his said Petition, he this Defendant did
Pray a rehearing of the said Order of this Honble Court of the said twenty Eighth
day of September and this Honble Court taking the same into its Conside=
=ration was pleased to grant the same and the said Order of the said
twenty Eighth day of September did Accordingly come on to be Reheard on
the twenty third day of October following and now last past when this
Honble Court Court was Pleased to confirm the same Mr Alderman Ross
and Mr Alderman Roebuck dissenting thereto and this Honble Court
was further pleased to issue a Rule of Fourteen days for this Defendant to
Answer the Complainants said Bill as by the Records of this Honble Court
Reference being thereunto had may appear And this Defendant further Ans=
=wering says that he is Advised that his said Plea so pleased as aforesaid was
Good and Sufficient in Law to Bar the Complainants Right of Action if his
ever

ever had any Against this Defendant And this Defendant says that he is
Advised that a Cross Bill is a defence set of by the Original Defendant to the
Bill of the Original Complainant and always considered so and therefore but
One Cause and as it may Appear by the Complainants own shewing on
Reference had to the said Cross Bill by this Defendant Pleaded as aforesaid
in Bar to the Complainants said Bill against this Defendants and as
the same may further Appear by the several proceedings had in the said
Original Suit and Cross Suit that the Cause of Action of this Defendant
and on which the said Original Suit in which this Defendant is the
Original Complainant and the new Complainant the Original Defendant
was instituted as aforesaid by this Defendants said Intestate Against
the new Complainant did arise and grow out of a Certain Award of
Cotton Bowerbank Dent and Josias Du Pré Porcher Esquires and as the Com=
=plainant in and by his said Bill has frequently referred thereto and amongst
other things in the prayer thereof has prayed that this Honble Court will order
and Decree that the said Award be cancelled and of no Effect and for as much
as the several matters and things charged by the Complainant in his said
Bill are Set forth and insisted on, in his Rejoinder to the said Original Bill
of this Defendant therein Complainant and as the said Original Suit and
Cross Suit are now at issue and for as much as the Complainant may thereby
Obtain the same Relief as he may obtain by his said Bill this Defendant is advised
and thereupon humbly insists that the Complainant has no right of Action
Whatever against this Defendant that the present Suit and the said Original
Suit and Cross Suit are in Effect One and the same and therefore this Defendant
Says he is Advised and thereon humbly insists that the matter in his said
Plea contained and herein stated and Set forth is a Sufficient and legal Bar
to the Complainants said Bill and that the Complainants said Bill for the
Reasons aforesaid is contrary to Law and is Litigious and Vexatious unjust
And

And Oppressive — And this Defendant further Answering Says he doth
Admit that Dawsonne Drake in the Complainants said Bill named may
have departed this life on or about the time in the Complainants said Bill
Setforth and that he may have so departed this Life Possessed of a very considera-
-ble Estate and this Defendant Admits that the said Dawsonne Drake might
Previous to his said decease have made and published his last Will and Testa-
-ment in Writing and might thereby have Nominated Executors as in the Com-
-plainants said Bill is setforth and that for the reasons in the Complainants
said Bill Assigned this Honble Court in its Ecclesiastical Capacity might have
Granted Letters of Administration with the said Will Annexed of all and Singu-
-lar the Goods and Chattels of the said Dawsonne Drake to Nathaniel Barlow
in the Complainants said Bill Named on or about the time in the Complai-
-nants said Bill for that purpose setforth and this Defendant says and he
believes the same to be the truth that the said Nathaniel Barlow by Virtue
of the said Letters of Administration might have Possessed himself of the
Goods Chattels and Credits of the said Dawsonne Drake to a Very Considerable
Amount but whether the same far Exceeded in Value or was equal to the pay-
-ment of the debts that might have been owing by the said Dawsonne Drake
at the Time of his Death this Defendant Knows not further than he is informed
thereof by the Complainants said Bill and this Defendant Admits that amongst
other the said Goods Chattels and Credits of the said Dawsonne Drake and whereof
the said Dawsonne Drake may have died possessed there might have been the
three Several Bonds or Obligations of Peter Davidson in the Complainants
said Bill named and bearing date Respectively and conditioned for the pay-
-ment of the several Sums to the said Dawsonne Drake his Executors Adminis-
-trators and Assigns as in the Complainants said Bill is Setforth and this
Defendant says he Admits that amongst the said property found to have been
in

in the Possession of the said Dawsonne Drake as the time of his decease there
Might have been certain Bonds from James Taylor, James Call, Andrew
Majendie and George Savage in the Complainants said Bill named, to the
said Peter Davidson for the penal Sum and Conditioned for payment as in
the Complainants said Bill is setforth And this Defendant further Answe-
-ring saith he Admits that the said Nathaniel Barlow might have departed
this Life on or about the time in the Complainants said Bill for that purpose
Setforth without having fully Administered to the Estate of the said Dawsonne
Drake and this Defendant Admits that the Complainant as in his said
Bill Setforth might have taken out Letters of Administration unto the
said Estate unadministered to by the said Nathaniel Barlow and that by
Virtue thereof he might have become Possessed of all and Singular the premises
unadministered to by the said Nathaniel Barlow but this Defendant
doth not know nor doth he believe that by reason thereof the Complainant
had any Power or Authority whatever over any other property than that of
the said Dawsonne Drake and this Defendant is advised that the Authority
of an Administrator does not extend beyond the Estate and Effects Rights
and Credits of his Intestate and that he has no power or Authority
Whatever by reason of the premises over the property of other persons And
this Defendant further Answering says that he Admits that Trevengadiah
Braminy did depart this Life on or about the time in the Complainants said
Bill Setforth without leaving any Will and this Defendant Also admits
that he this Defendant did obtain from this Honble Court in its Ecclesiastical
Capacity Letters of Administration of the Estate and Effects of the said Trevenga-
-diah Braminy and this Defendant further Answering says that he denies
that his said Intestate did in his life time illegally and without any lawful
Right detain from the Complainant the said Bonds of the said Peter Davidson
and the said Bonds of the said James Taylor, James Call, Andrew Majendie
and

And George Savage or that the This Defendant did after the decease of this This Defendant to said Intestate and as Administrator as aforesaid or otherwise illegally or unwarrantably possess himself thereof or that he doth now illegally or unwarrantably possess and keeps the same from the Complainant and This Defendant Says that the said Intestate in his Life time and This Defendant after his decease did legally obtain and lawfully hold possession thereof to the use intent and purpose herein after set forth and This Defendant further Answering says he Admits that the whole of the several Sums conditioned to be paid by the said Peter Davidson to the said Dawsonne Drake may be as the same be Charged in the Complainants said Bill now due and owing together with the Interest thereon and except as in the Complainants said Bill is and except and This Defendant says that he knows not further than he has been informed by the Complainants said Bill that William Duffin and Avadaunum Pauyea in the Complainants said Bill named as the Executors of the said Peter Davidson are ready to pay or that they have tendered payment of the three Bonds of the said Peter Davidson and the several Interest thereon due to the Complainant as Administrator as aforesaid but This Defendant this Defendant has heard and Verily believes that the Complainant has Applied to the said William Duffin and the said Avadaunum Pauyea and Advised them not to pay unto This Defendant the Amount of the said Bonds of the said Peter Davidson nor the Interest due thereon And This Defendant further Answering says he denies that the Complainant is in any manner either as Administrator as aforesaid or otherwise entitled to have possession of the said Bonds Executed by the said Peter Davidson to the said Dawsonne Drake to wit one conditioned for the payment of the Sum of Four Thousand four hundred and thirty Seven Pagodas thirty Fanams and thirty four Cash and One conditioned for the payment of the Sum of Two Thousand Pagodas and One conditioned for the payment of the Sum of One Thousand five hundred and thirty Eight Pagodas and twenty Eight

fanams

Fanams and Severally bearing Interest as in the Complainants said Bill is set forth and This Defendant says that he denies that the Complainant is by reason of the premises aforesaid or otherwise entitled to have Possession of the said Bonds from the said James Taylor James Call George Savage and Andrew Majendie unto the said Peter Davidson and Reposed Trust that the said Dawsonne Drake in his Life time as aforesaid and This Defendant Says that he This Defendant as Administrator as aforesaid is alone justly entitled to and therefore legally holds possession of the said three several Bonds of the said Peter Davidson and the said Bonds of the said James Taylor James Call George Savage and Andrew Majendie under and by Virtue of certain Deed of Assignment thereof by the said Nathaniel Bt Barlow as Administrator of all and Singular the Goods Chattels Rights and Credits of the said Dawsonne Drake as aforesaid to This Defendant said Intestate by the said Nathaniel Bt Barlow duly Executed and bearing date the Twenty first day of December One Thousand seven hundred and Eighty five and in the said Deed of Assignment it is recited That Whereas the said Dawsonne Drake has in his Life time Various transactions and dealings with Irovengadiadu Brauniny of Madras Merchant (This Defendants said Intestate) and some disputes since between the said Irovengadiadu Brauniny and the said Nathaniel Bt Barlow and the same having been left to the Arbitrations of Colland bower Bauk Dent and Josias Dupre Porcher of Fort Saint George Esquires they have Awarded That the said Nathaniel Bt Barlow as Administrator aforesaid should pay unto the said Irovengadiadu Brauniny the Sum of Fourteen Thousand Star Pagos in satisfaction of all Accounts Subsisting between the Estate of the said Dawsonne Drake and the said Irovengadiadu Brauniny and Whereas Peter Davidson late of Madras aforesaid Esquire Deceased Major in the Service of his Highness the Nabob of the Carnatic did in and by three several Bonds or Obligations bearing date respectively the twenty third and

and twenty fifth days of August and twenty Sixth day of October One
Thousand Seven hundred and Eighty became bound unto the said Dawsonne
Drake in his life time in the Several and Respective Penal Sums of Eight Thousand
Eight hundred and Seventy five Pagodas Eighteen fanams and Sixty Eight Cash Four
Thousand four hundred Pagodas and Three Thousand and Seventy Pagodas and
fourteen fanams Current Money of Madras Conditioned for the payment Respectively
of the Sums of Four Thousand four hundred and thirty Seven Pagodas thirty fanams
and thirty four Cash Two Thousand and two hundred Pagodas and One Thousand
five hundred and thirty Eight Pagodas and twenty Eight fanams with Interest
at the rate of twelve per Cent per Annum to the said Dawsonne Drake his Executors
Administrators and Assigns and for the further Securing the payment of the said
Several Sums of Money and Interest the said Peter Davidson did Assigns and make
over unto the said Dawsonne Drake a certain Bond or Obligation of George Savage
James Call Andrew Majendie and James Taylor to the said Major Peter Davidson
in the penal Sum of Thirty Eight Thousand four hundred and Ninety One Pagodas
ten fanams and forty Cash Conditioned for the payment of the Sum of Nineteen Thou-
sand two hundred and forty five Pagodas twenty Six fanams and twenty Cash and
on which there was declared to be due on the first day of September One Thousand
Seven hundred and Eighty the Sum of Six Thousand and fifty Seven Pagodas
Seventeen fanams and ten Cash which was to run at Interest at twelve per
Cent per Annum And the said Deed of Assignment doth further recite the
Sum of Three Thousand Star Pagodas having been paid in part of One of the said
Bonds and an Account with Interest having been made up to the day of
the date thereof there Appeared to be Remaining due upon the said three
Bonds the Sum of Eight Thousand Eight hundred and Sixty five Pagodas thirteen
fanams and Sixty four Cash of like Money and that it had been proposed
and agreed upon between the said Trevengadiah Braminy and the said
Nathaniel Barlow that as there were not at that time Assets in the hands
of the said Administrator to Satisfy the said Award that therefore the said
Nathaniel

Nathaniel Barlow as Administrator as aforesaid should among other
Securities Assign and Make over the said Bonds unto the said Trevenga-
diah Braminy as a Security for the payment of the same and therefore
this Defendant says and in pursuance thereof and for the purposes
aforesaid and for the Consideration Money by the said Trevengadiah
Braminy to the said Nathaniel Barlow as Administrator as aforesaid
in hand paid as in the said Deed of Assignment the same is Set forth &
Acknowledged he the said Nathaniel Barlow as Administrator as afore-
said did in and by the said Deed of Assignment and for the purposes and
Subject to the Provisos therein Set forth Grant Bargain Sell Assign and
Let over unto the said Trevengadiah Braminy the said Bonds given by
the said Peter Davidson to the said Dawsonne Drake as by the said Deed
of Assignment Reference being thereunto had way Appear and whereof
this Defendant is ready and willing to give a true Copy to the Complainant
if he be Required so to do — And this Defendant further Answering says
that he does not believe that the Complainant as in his said Bill he has
Charged the fact to be ever did demand from this Defendants said Intestate
the said Bonds of the said Peter Davidson and of the said James Taylor
James Call George Savage and Andrew Majendie; but this Defendant
has heard and believes the same to be the fact that the Complainant did
Promise the said Trevengadiah Braminy that he would pay and dis-
charge the Sum for which the said Bonds were as aforesaid meant and
intended to Secure to wit the said Sum of Fourteen Thousand Pagodas
to this Defendants said Interest Awarded as aforesaid by the said Colton
Bowerbank Dent and Josias Dupre Porcher and for the recovery whereof
this Defendants said Intestate did institute the Suit hereinbeforemen-
tioned against the Complainant and which Suit is now pending in this
Honble Court as aforesaid and this Defendant has heard and believes that
Such

Such Suit was meant and intended by the Parties as an Amicable Suit and that Such was the full conviction and belief of this Defendants said Intestate Such thereto by the artful Conduct of the Complainant in the premises who made Applications to him made by this Defendants said Intestate for payment of the amounts of the Bond Executed by the said Nathaniel O. Barlow for the said Sum of Fourteen Thousand Pagodas as aforesaid Did as this Defendant has heard and believes the Truth was to be fully admitted the Justness thereof and did inform this Defendants said Intestate Did as this Defendant has heard and believes the Truth was to be that said Intestate had in his Possession a Certain Sum of Money belonging to the Complainant had in this Possession a Certain Sum of Money belonging to the Estate of the said Dawsonne Drake, that this Defendants said Intestate ought to file a Bill against the Estate and that on a Decree obtained he the Complainant would pay that Sum unto this Defendants said Intestate And this Defendant says he has heard and believes the fact so to be that the Complainant said in the Bill of this Defendants said Intestate that he the Complainant fully admitted the Justness and Amount to pay the Amount of the Bond Executed by this Defendants said Intestate by the said Nathaniel O. Barlow as aforesaid did take Advantage of such the Credulity of this Defendants said Intestate, and did as this Defendant has heard and believes under the Suggestions of Accommodation and other false pretences Address this Defendants said Intestate, requiring to know what his he had in his Possession any documents and Vouchers Relative to this Defendants said Intestates Transactions and dealings with the said Dawsonne Drake to which Requisition this Defendants said Intestate did Answer that all such Vouchers and documents by him at any time Possessed had been delivered up to the said Nathaniel O. Barlow on his Executing the Bond aforesaid and now a Release Executed by him this Defendants said Intestate to the said Nathaniel O. Barlow in

Consequence

Consequence thereof and this Defendant says he has heard and believes the Truth so to be that on obtaining such Intelligence the Complainant did Exhibit and file his Answer to the said Bill of this Defendants said Intestate and therein instead of Admitting the Justness of the Demand as aforesaid did by the most unjust means and upon the most inequitious Principles Attempt to set aside the Bond Executed by the said Nathaniel O. Barlow as aforesaid and deprive this Defendants said Intestate of his Right And this Defendant says that if the Complainant did as in his said Bill he has charged the Truth was to be Actually apply to this Defendants said Intestate to deliver up to him the Complainant the said several Bonds of the said Peter Davidson and James Taylor James Call George Savage and Andrew Majendie it must have been so or about or prior to the time the Complainant did Exhibit and file his said Answer and this humbly insist that the same is a further proof of the litigious disposition and unjust Designs of the Complainant, because in and by his said Cross Bill he had an Opportunity of Declaring upon the several matters and things and interrogating to the same points as in his said Bill Exhibited Against this Defendant as Administrators as aforesaid he might or could have done And this Defendant further Answering says he the Admits that the Complainant did by his Attorney at Law Henry Dudney some short time previous to his filing his said Bill demand of and from this Defendant the said several Bonds of the said Peter Davidson and the said James Taylor James Call George Savage and Andrew Majendie

And this Defendant did then shew to the said Henry Degrey the Original Assignment by which he became Possessed and under which he

he

he held and now holds the same and did at the request of the said Henry Dupuy furnish him with a Copy thereof And this Defendant says that the Complainant did not then deny that this Defendant held the said Bonds under and and by Virtue of a Regular Assignment Arising out of the award of the said Cotton Bowerbanke Dent and Josias Dupre Porcher as aforesaid as a Security for the payment of the said Sum of Fourteen Thousand Pagodas so awarded as aforesaid and so Conditioned to be paid in and by the said Bond of the said Nathaniel Barlow Executed to Your Orators said Intestate as Aforesaid for this Defendant Says that all the Complainant Required was that the Amount of the said Bonds of the said Peter Davidson might be discharged by the Executors of the said Peter Davidson and that the Monies Arising therefrom might be Placed in the Treasury of the Honble Company or in the hands of private Persons until the Suit instituted as aforesaid by this Defendants said Intestate Against the Complainant should be determined on, which this Defendant Says he Declined because the same Appeared to be an Attempt to take an unfair Advantage and deprive this Defendant of all right he held in the said Bonds for this Defendant was Advised that were he to give up the Assignment under which he held the same, that he would thereby lose the Security he had therein, and this Defendant thereupon says that his Refusing to comply with such the Requisition of the Complainant to give up the said Amount of the said Bonds was Warranted upon every Principle of Law and Equity and that had he Acted otherwise he might injure the Estate of his said Intestate and this Defendant further Answering says he admits he has in his Possession the said Bonds of the said Peter Davidson and the said James Taylor James Call George Savage and Andrew Majendie that he became Possessed thereof on Obtaining Letters of Administration as aforesaid and that the Amount principal and Interest thereof are now due and payable save and Except as hereinbefore is saved and Excepted

And

And this Defendant says the said Bonds were assigned to this Defendants said Intestate by the said Nathaniel Barlow and that this Defendants said Intestate did in his life time hold and keep possession thereof Under and by Virtue of the said Assignment to him Executed by the said Nathaniel Barlow as aforesaid from whom he this Defendants said Intestate as this Defendant has heard and believes did receive the same and this Defendant says that such Assignment was so Executed and such Possession so given by the said Nathaniel Barlow to this Defendants said Intestate as part of a Collateral Security for the payment of the said Sum of Fourteen Tousand Pagodas the Amount of the said Bond by the said Nathaniel Barlow to this Defendants said Intestate Executed as aforesaid and whereof a Copy is hereunto Annexed for the Inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as part of this his Answer will more fully and at large Appear And this Defendant says that such Bond was so Executed and as the same therein and thereby may Appear upon the said Award of the said Cotton Bowerbank Dent and Josias Dupre Procher and whereof a Copy is hereunto Annexed for the Inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as part of this his Answer will More fully and at large Appear And this Defendant says he Admits that the said Securities to wit the said Bonds of the said Peter Davidson, and the Bonds of the said James Taylor James Call George Savage and Andrew Majendie are not Annexed Neither are the Copies thereof Annexed to the Bill of this Defendants said Intestate Exhibited and filed as aforesaid in this Honble Court Against the Complainant and this Defendant says that his Attorney at Law must have Supposed that Annexing Copies thereof to the said Bill would be Superfluous and therefore to have Annexed the same Would have been to incur Unnecessary Expence because this Defendant says

that

that the Originals of the said Bonds this Defendant Says that the Originals of the said Bonds together with the Original Assignment thereof Were delivered to this Defendant's said Attorney to be used in the said Cause as he might Judge requisite and Necessary

And this Defendant denies all and all manner of unlawful Combination and Confederacy wherewith he is Charged without that there is any other Matter, cause, or thing in the Complainants said Bill contained, Material or effectual in the law this Defendant to make Answer unto and not herein and hereby well and Sufficiently Answered Avoided traversed or denied is true, to the knowledge and belief of this Defendants.

All which Matters and things this Defendant is ready and Willing to aver maintain and prove as this Honble Court shall Direct and humbly prays to be hence Dismissed with his Reasonable Costs and Charges in this behalf Most Wrongfully Sustained

Sworn to before me
this 20th day of December 1790

Jos: du Pré Porcher
Mayor

Freenevassiah

J Stuart Hall
Attg for Defendt

Know all Men by these Presents that I Nathaniel Barlow of Fort Saint George Esqr Sole Administrator to the Estate and Effects of Dawsonne Drake formerly of Fort Saint George Esqr but now deceased am held and firmly bound unto Trevengadeah Braminy of Madras Beetle and Tobacco Renter or Farmer in the penal Sum of Twenty Eight thousand Start Pagodas Current Money of

of Madras to the payment whereof well and truly to be made to the said Trevengadeah Braminy his heirs Executors Administrators or Assigns I do hereby bind Myself my Heirs Executors and Administrators firmly by these presents In Witness I have hereunto set my Hand and Seal in Fort Saint George this Twenty first day of December in the Year of Our Lord One Thousand Seven hundred and Eighty five

Whereas the above bound Nathaniel Barlow as Administrator above mentioned hath borrowed and Received of the above named Trevengadeah Braminy the full and Just Sum of Fourteen thousand Star Pagodas Current Money of Madras to run at Interest at the rate of Twelve Per Cent Per Annum Payable on or before the twenty first Day of December Next which will be in the Year of Our Lord One Thousand Seven hundred and Eighty Six Out of the Assets of the Estate of the said Dawsonne Drake or from the several Bonds and Securities Assigned and made over to the said Trevengadeah Braminy as by two Assignments bearing even date herewith may more fully Appear.

Now the Condition of this Obligation is such that if the above bound Nathaniel Barlow as Administrator aforesaid his Heirs Executors Administrators or Assigns shall well and truly pay or cause to be paid unto the aforesaid Trevengadeah Braminy his Heirs Executors administrators or Assigns the full and Just Sum of Fourteen thousand Star Pagodas out of the Assets late the Property of the aforesaid Dawsonne Drake or from the Assigned Securities as aforesaid together with such Interest as shall or may become due thereupon to continue in full force and Virtue, and the remaining Parts or Residue of the Securities aforerecited to be given up to the said Nathaniel Barlow as Administrator aforesaid According to the true Intent and Meaning of the Parties to the said deeds of Assignment

(Signed) Nathaniel Barlow (L.S.)
Admr
Signed

Signed Sealed and Delivered
Where no stamp'd Paper is to be had
in the presence of
Willm Janssen Yeomant
(Signed) Chas Baker

A true Copy
J. Stuart Hall
Atty for Defendt

To all People to whom this Award in Writing shall come We
Cotton Bowerbank Dent and Josias Dupre Porcher of Fort Saint George
Esquires Send Greeting Whereas there are Several Accounts depending
and divers Controversies and disputes have Arisen and are now Subsisting
between Trevengadiah Braminy of Madras Beetle and Tobacco Farmer or
Renter under the Honble English East India Company of the one Part and
Nathaniel Barlow of Fort Saint George Esquire Sole Administrators with
the Will Annexed of Dawsonne Drake Esquire deceased of the other part touch-
ing and Concerning several demands upon Bonds and Accounts from
Trevengadiah Braminy against the said Nathaniel Barlow Sole Adminis-
trator of Dawsonne Drake Deceased And Whereas for putting an end to
the said Differences and disputes and for preventing Expences in the Law, they the
said Trevengadiah Braminy and Nathaniel Barlow as Administrator as
+ + + as aforesaid by their Several Bonds or Obligations duly Executed
and bearing date on the twenty first day of November in the Year of Our Lord
One Thousand Seven hundred and Eighty five, are Reciprocally bound each to
the other in the penal Sum of thirty Thousand Star Pagodas to stand to abide
Perform and Keep the Award, Order and final determination of us the said
Cotton bowerbank Dent and Josias Dupre Porcher Esquires Arbitrators indif-
ferently Chosen between the said parties to Arbitrate Award Rule Adjudge and
finally determine upon all Suits Bonds Plaints demands Accounts Controversies
or

or Matters in dispute between the said Trevengadiah Braminy and Natha-
niel Barlow as Administrator as aforesaid so as the said Award be made in
Writing and by us Subscribed or declared Verbally in the presence of two
Credible Witnesses on or before the tenth day of this present Month of Decem-
ber as by the said Bonds and Conditions will more fully Appear.

Now know ye that We the said Arbitrators whose
Names are hereunto Subscribed have as fully as possible Examined
and duly considered the Proofs and Allegations of both the said parties do
for the Settling in Amits and Friendship make and publish this our
Award by and between the said Parties in manner and form following
that is to say First We do Award and Order that all Suits differences disputes
+ + or Controversies had moved arisen or depending between the said Parties to the
day of the date hereof shall cease and be no further prosecuted, and We do also Award
Adjudge and Order that the said Nathaniel Barlow as Administrator of
Dawsonne Drake deceased shall pay or Cause to be paid, out of the first Assets from
or belonging to the said Estate of Dawsonne Drake deceased, to the said Treven-
gadiah Braminy or to his Heirs Executors or Administrators the full and
Just Sum of Fourteen Thousand Star Pagodas Current Money of Madras with
Interest of Twelve per Cent per Annum from the day of the date hereof to the day
of Payments of all and every Part of the said Principal Sum of Fourteen Thousand
Star Pagodas as aforesaid and We the said Arbitrators do further Award, Order
Adjudge and direct that the said Nathaniel Barlow as Administrators as
aforesaid Do pay the Sum of Five hundred Star Pagodas Current money of
Madras Out of the Assets of the said Estate to Edward Ellis and Charles Baker
Equally shale alike in Lieu or Compensation for Lacs Charges, Costs or other demands
they or either of them Might have, as Attornies for the said Trevengadiah
Braminy We the said Arbitrators do further Award Adjudge Order and
direct

Direct that the said Nathaniel Barlow as Administrator as aforesaid shall
shall Secure the certain payment of the said Sums of Fourteen Thousand Star
Pagodas and Interest thereon to be paid within Twelve Months from the day of
the date hereof to the said Irwengadiah Brahminy his Heirs Executors Adminis=
trators or Assigns in the best Manner and by the most Effectual Ways and
Means the Circumstances of the Estate of the said Dawsonne Drake deceased
will allow, or Admit of by Assignment of Bonds Mortgages or other sufficient Security
and Satisfactory to the said Irwengadiah Brahminy his Heirs Executors Admi=
nistrators or Assigns Lastly We the said Arbitrators do Award Order
and Direct that on the Receipt of the said Sums of Fourteen Thousand Star Pagodas
and Interest by the said Irwengadiah Brahminy his Heirs Executors Admi=
nistrators or Assigns or Security for the good certain and Effectual payment
thereof within Twelve Months as aforesaid and also the Five Hundred Pagodas
for Costs that the said Bonds Bills Notes Accounts or other Securities for Money which he shall sign seal
Deposition and in any way relating to the matters in question in dispute and
shall also Execute give and grant a Receipt full Discharge Release and Acquittance
for Ever to the said Nathaniel Barlow as Administrators aforesaid In
Witness Whereof We have hereunto set Our hands and Affixed Our Seals in
Fort Saint George this fifteenth Day of December in the Year of Our Lord One Thousand
Seven hundred and Eighty four

Published
Signed Sealed and Delivered
Witness Thomas Sayers and
Jas Greenway of
Chas. P. Baker
Signed Neal Mackenzie

(Signed) A. P. Dent (L.S.)
Jos Dubois Porcher (L.S.)

A true Copy
P. Stuart Hall
Attorney for Defendt

Fil. d 18th Jan.y 1791

In the Honble the Mayor's Court
at Madraspatanam

Between Nathaniel Edward Lindesay
Administrator to the Estate of Dawsonne
Drake Deceased with the Will Annexed
Unadministered by Nathaniel Barlow
Deceased Complainant and Sheenevasiah
Brahminy Administrator of Irwengadiah
Brahminy Deceased Defendant

Exceptions taken by the said Complainant to the Answer of the
said Sheenevasiah Brahminy Defendant put in to the said Complainants Bill

Fir.st ..... For that the said Defendant hath not Set forth, Whether the Sundry Cove=
=nants and Agreements in the said Bill Set forth, as having taken place between
the said Dawsonne Drake and the said Irwengadiah Brahminy respecting the
Brick and Tobacco Farm within the Boundaries and Limits of Fort St George,
To Wit in the Year of Our Lord One Thousand Seven hundred and Seventy Seven,
did or did not take Place and exist between them And whether the Copy of the
Articles of Agreement thereto Annexed is or is not a true Copy and in what parts
the same was different from the Original And whether he doth or not know
and believe that the said Irwengadiah did Sell and Subscribe his Name to the
said Original And whether the said Dawsonne Drake did or did not procure
the Lease or Grant in the said Bill mentioned and Charged to have been obtai=
ned by the said Complainant from the said Governor and Council of the
Brick and Tobacco Farm in the said Dawsonne Drake in own Name or
the

The Terms and Conditions therein Set forth or from any other and What Terms and Conditions.

Second.... For that the said Defendant shall not Set forth whether he She or they Did not Know or believe that the said Dawsonne Drake did or did not in Consideration of the Covenants and Conditions in the Articles of Agreement Men-tioned, or in any other and what Consideration Deliver unto the said Frowngadiah V. Branning the said Lease or Grant of the Said Bitts and Tobacco Farm as aforesaid and whether he the said Frowngadiah V. Branning as he the said Defen-dant knows and As he believes or hath been informed, did or did not Possess enjoy and Receive to his own use and benefit Several Emoluments Rents and Profits arising from the said Farm from the time or date of the said Lease Set forth or how otherwise And whether he she or they do or not know and believe that the said Frowngadiah V. Branning did continue to Possess enjoy and Receive the Rents Emoluments and Profits of the said Farm from the Commencement of the said Lease unto the Day of the death of the said Dawson-ne Drake And whether he knows that the said Dawsonne Drake did in his life time do any Act Deed or thing to impede the same

Third.... For that the said Defendant shall not Set forth and Discover whether he she or they do not know he she or they do not Know hath heard or hath Reason to believe Whether there was or was not any Settlement of Accounts between the said Dawsonne Drake and the said Frowngadiah V. Branning under the thirty first Day of August One Thousand Seven hundred and Eighty as is in the Said Bill Charged and Set forth or otherwise and how And whether the Copy of the Account Numbered No. 1 Annexed unto the said Bill is or is not a true Copy of such Settlement of Accounts from the Original therein Declared upon and Charged or in what part or parts the same doth differ from the Original

And

And Whether the said Original was or was not Signed by the said Frowngadiah V. Branning And whether the said Dawsonne Drake did or did not to his the said Defendants Knowledge and Belief Sign a Counterpart of the said Account Or Else that he may Declare whether he ever saw the same and What is became thereof

Fourth.... For that the said She was asked V. Branning hath or not Discovered whether there were any other and what Accounts between the said Dawsonne Drake and the said Frowngadiah V. Branning Commencing on the said thirty first Day of August One Thousand Seven hundred and Eighty And of what kind Sort or Nature the same were And also whether he Know or hath been informed whether there were any other Dealings or Transactions between the said Frowngadiah V. Branning and the said Dawsonne Drake during his Life time and until the Day of his Death save and excepting the Gran-ting of the aforesaid Bond or Obligation unto the said Frowngadiah V. Bra-nning of the aforesaid Eighth Day of September One Thousand Seven hundred and Eighty for the payment of the Sums of One Thousand and five hundred Pagodas and also saving and excepting as by the Complainant before Charged And That if the said Defendant should Allege that there were any other Dealings Transactions and Accounts between the said Frowngadiah V. Bra-nning and the said Dawsonne Drake in his Life time that that he may Set forth the same Particularly According to the best of his Knowledge and belief

Fifth..... For that the said Defendant shall not Set forth and Discovered Whether the Credit given to the said Dawsonne Drake of the Three several Sums of Four Thousand Pagodas each for the Annual payment of the like Sums According to the said Articles of Agreement Amounting together to the Sums of Twelve Thousand Pagodas was or was not also Carried to the Credit of the said Dawsonne Drake in the Books of the said Frowngadiah V. Branning in his Life time According as the same is

is Credited in the aforesaid Account Current N.A. herein before referred to And whether he the said Defendant doth or not in his Conscience know and believe that the said Credit was just and true and if not why not

Sixth ... For that the said Defendant hath not Sett forth and discovered Whether the said Trevengadiah Braminy did or did not make up an Account between him and the Estate of the said Dawsonne Drake, up to the Thirty first day of May One Thousand Seven hundred and Eight One composed of the Balance of the said Account Current of the Thirty first day of August One Thousand Seven hundred and Eighty Amounting to the Sum of Seven hundred and Seventy two Pagodas and of the Principal of the said Dawsonne Drakes Bond to him, for One Thousand and five hundred Pagodas under the date of the fifth day of September One Thousand Seven hundred and Eighty And whether the Copy of the said Account Annexed to the said Bill is or is not a true Copy from the Original and whether the said Original was or was not Signed in the hand Writing of the said Trevengadiah Braminy

Seventh ... For that the said Defendant hath not Sett forth and discovered Whether the aforesaid Cowle or Grant of the Beetle and Tobacco Farm, was or was not declared Vacant by the then Governor and Council and whether the same was or was not entirely Annulled on the Fifteenth day of the said Month of March And why and for what Cause and Reason and Whether the said Governor and Council did or did not issue and grant another Cowle for the said Beetle and Tobacco unto the persons in the said Bill Sett forth or unto some other and What person and persons And that the said Defendant hath not Sett forth and discovered whether the said Trevengadiah Braminy did afterwards get back the said Farm, and when and at what date did

did the same Recommence and for how long a term was the Grant thereof Reprocured and when was and did the same end and terminate

Eighth ... For that the said Defendant hath not Sett forth and discovered, Whether he hath or hath not heard or been informed that the said Trevengadiah Braminy did or did not some time in the Year of Our Lord One thousand Seven hundred and Eighty four or how long after the date of the Letters of Administrator to the said Nathaniel Barlow granted, make any and what demand upon him the said Nathaniel Barlow in his Own Capacity or as Administrator as aforesaid for the Making good and indemnifying him the said Trevengadiah Braminy for any and what losses or damages Sustained or Pretended to have been Sustained by him the said Trevengadiah Braminy by Reason and in Consequence of his having been discontinued in the said Beetle and Tobacco Farm Nor hath he Sett forth what was the Ground thereof as he knows and has been informed Nor whether the said Trevengadiah Braminy did or did not as he knows and hath been informed threaten to prosecute the said Nathaniel Barlow for sundry Sums of Money by the said Trevengadiah Braminy Alledged and Charged to be due and owing to him by Reason of the Losses or damages Sustained or pretended to have been Sustained by him from the discontinuance of the said Beetle and Tobacco Farm or otherwise and how Not whether the said Nathaniel Barlow was or was not thereby or by any other and what means induced to execute unto the said Trevengadiah Braminy on or about the Twenty Ninth day of January One thousand Seven hundred and Eighty four, the Deed or Instrument in the said Bill Sett forth of a considerable Balance being due and Owing unto the said Trevengadiah Braminy by the Estate of the said Dawsonne Drake, and whether the said Nathaniel Barlow

Barlow did or did not also on the said Twenty Ninth day of January, One Thousand seven hundred and Eighty four, execute unto the said Trevengadiah Braminy the Bond or Obligation therein before recited, for the penal Sum of Fifteen Thousand Pagodas, Conditioned for the payment of the Sum of Seven Thousand and five hundred Pagodas, nor hath he Settforth and Declared whether he knows or has been informed, what was the Amount of the Considerable Balance by the said Deed or Instrument pretended to be due and owing by the said Estate, of the said Dawsonne Drake, unto the said Trevengadiah Braminy on the said Twenty Ninth day of January One Thousand Seven hundred and Eighty four, and Whether the same did Amount of the said of Seven Thousand and five hundred Pagodas or to what other, And less or more than the said Sum And that he might Settforth the same from the Books of Account of the said Trevengadiah Braminy in his life time. And if he should Alledge that the said Trevengadiah Braminy did not keep any Books of Accounts, that he may shew how and by what other manner or means he knoweth the said Account to be just.

Ninth ..... For that the said Defendant hath not Settforth and discovered whether the Account Marked N. 3. the Balance whereof is made to Amount, in favor of the said Trevengadiah Braminy, Against the Estate of the said Dawsonne Drake, to the Sum of Fourteen Thousand five hundred and Seventy two Pagodas, is or is not a true Copy from the Original, and whether the same was or was not drawn up after the death of the said Dawsonne Drake And whether the Sum of Twelve Thousand Seven hundred and Seventy two Pagodas, debited in the said Account or some and what part thereof is or is not Debited in the Account of the said Trevengadiah Braminy as having been paid unto the said Dawsonne Drake in his life time on Account of the said Annual Sum of Four Thousand Pagodas covenanted to be paid by the said Trevengadiah Braminy

Braminy to the said Dawsonne xxxxxxxx Drake in performance of and in Conformity to the said Articles of Agreement before Settforth Nor hath the said Defendant Settforth whether he doth or doth not know or hath or hath not heard, by any Manner and Means and how that the said Dawsonne Drake did in his life time give Receipts unto the said Trevengadiah Braminy for the said Sum of Twelve Thousand Seven hundred and Seventy two Pagodas or some and what part thereof on Account of the said Annual Sum of Four Thousand Pagodas Covenanted by the said Articles of Agreement or otherwise to by Paid by him the said Trevengadiah Braminy, and if he should say that he hath not any Receipts of that Nature or description that he may shew what is became thereof And on what other Account the said Sum of Twelve Thousand Seven hundred and Seventy two Pagodas Was paid.

Tenth ..... For that the said Defendant hath not Settforth and discovered Whether the Sum of Eighteen Hundred Pagodas at the debit side of the said Account, as having been paid to Mr. John Sykes was or was not so Paid him to Mr. John Sykes on Account of three Years payment at the rate of Six hundred Pagodas Yearly, in performance of and in Conformity to the said Articles of Agreement or on what Account Nor whether he hath or not heard that the said Mr. John Sykes did give Receipts unto the said Trevengadiah Braminy for the said Sum of One Thousand and Eight Hundred Pagodas on that Account, And if he should Alledge that he hath Not any Receipts of that Nature or description, that he may shew what is became thereof, And on what other Account the said Sum of One Thousand and Eight hundred Pagodas was paid unto the said John Sykes, and for what Account Cause or reason the said Sum of One Thousand and Eight hundred Pagodas was brought to the debit of the Estate of the said Dawsonne Drake

Eleventh

Eleventh ---- For that the said Defendant hath not Sett forth and discovered why and for what Cause and Reason the Sum of Twelve Thousand Pagodas, Credited in the aforesaid Account to the said Dawsonne Drake, To Wit in the Account Current made up by the said Dawsonne Drake in his life time, and the said Trevengadiah Braminy under the date of the Thirty first day of August One thousand Seven hundred and Eighty, on Account of three Years payment at the rate of Four Thousand Pagodas per Annum, was or was not also credited in the Said Account Current, made up after the death of the said Dawsonne Drake to To Wit in the Account Current Signed by Alvara Chitty and the said Nathaniel Barlow whereby the Estate of the said Dawsonne Drake is brought indebted unto the said Trevengadiah Braminy in the Sum of Fourteen thousand Seven hundred and Seventy two Pagodas.

Twelfth ---- For that the said Defendant hath not discovered whether he hath or hath not heard or been informed, whether the said Trevengadiah Braminy did or did not some time in the Month of September One Thousand Seven hundred and Eighty five make a demand on the said Nathaniel Barlow, as Administrator as aforesaid, of a further Sum of One Lack Twenty thousand two hundred and fifteen Pagodas, and that he may Sett forth on what Account did the same particularly Arise and from what dealings and transactions between the said Dawsonne Drake and the said Trevengadiah Braminy.

Thirteenth ---- For that the said Defendant, hath not Sett forth and discovered, Whether he did or did not also Make up an Account as between him and the said Nathaniel Barlow as Administrator as aforesaid, dated the Fifteenth day of September One thousand Seven hundred and Eighty five, in Manner as is Sett forth in the Account Current Marked No. 4 Whereby the said Dawsonne Drake's Estate is made indebted unto the Said

Said Trevengadiah Braminy in the aforesaid Balance of Fourteen thousand five hundred and Seventy two Pagodas And whether the same is or is Not the Balance of the aforesaid fictitious Account, Marked No. 3. herein before referred to, and also in the Amount of the said Dawsonne Drakes Bond of the Fifth day of September One thousand Seven hundred and Eighty, for the Sum of One thousand five hundred Pagodas — Nor hath he Sett forth, whether the Balance thereof was or was not made against the Estate Estate of the said Dawsonne Drake to Amount to the Sum of five thousand Seven hundred and fifteen Pagodas and Nine fanams or what other Sum — Nor whether the Copy of the said Account Annexed unto the said Bill is or is not a true Copy from the Original, and whether the Original thereof is or is not Signed by and in the hand Writing of the Said Trevengadiah Braminy.

Fourteenth ---- For that the said Defendant, hath not Sett forth whether the Said Account of One hundred and twenty five thousand Seven hundred and fifteen Pagodas and Nine fanams and some other and what Accounts produce by the said Trevengadiah Braminy were or were Not fraudulently and corruptly agreed by and between the said Nathaniel Barlow, and the said Trevengadiah Braminy to be said before the Arbitrators as in the said Bill beforementioned.

Fifteenth ---- For that the said Defendant hath not Sett forth, whether the Opinion, given with the said Award by the Arbitrators on the day of the date thereof or some other time thereafter and when given — Nor hath he Sett forth and shewn, whether the said Opinion and Consequent Award Were or were not given and made upon the aforesaid fictitious Accounts Produced by the said Trevengadiah Braminy or on any other and what Accounts and Papers.

Sixteenth ---- For that the said Defendant hath not Sett forth whether he knows

knows or does in his Conscience believe that the aforesaid Articles of Agree-
-ment, between the said Dawsonne Drake and the said Trevengadiah
Braminy of the aforesaid Fifteenth day of February One Thousand Seven
Hundred and Seventy Seven And Ratified on the first day of August
following And also the Account Current between the said Dawsonne
Drake in his life time and the said Trevengadiah Braminy Mutually
Signed under the date of the thirty first day of August One Thousand Seven
Hundred and Eighty, And whereof the Balance was on the first day of the
Said Month only Seven hundred and Seventy two Pagodas And the Receipts
Severally mentioned to have been given by the said said Dawsonne Drake for
for the Account on which the Sums on the debit Side of the said Account Current
Were paid And Also the Account Current made up between the said Estate of
the said Dawsonne Drake and the said Trevengdiah Bramin to the thirty
first day of May One Thousand Seven hundred and Eighty One, were all or any
of them Produced by the said Nathaniel Barlow before the said Arbitrator

Seventeenth ..... For that the said Defendant, hath not Set forth whether the
Said Trevengadiah Braminy, did or did not in his life time Lo Wit on
the Twenty Seventh day of February One Thousand Seven hundred and Eighty
three, Receive a Dividend on the said Bond of the said Dawsonne Drake of
the first day of September One Thousand Seven hundred and Eighty in Conse-
-quence of the aforesaid Account Current before Referred to, and made up to
the thirty first day of May One Thousand Seven hundred and Eighty One

In all which particulars the Complainant exce-
-pts Against the said Defendants Answer as imper-
-fect, evasive and insufficient and therefore prays that
the Defendant may put in a better Answer thereto
And pay all Costs of these Exceptions

Hy. Dispiny
Atty Compl.

Filed 1st March 1791

In the Honble the Mayor's
Court at Madraspatnam

Between Nathaniel Edward
Kindersley Administrator to the Estate of
Dawsonne Drake deceased with Will
Annexed Unadministered by Nathaniel
Barlow deceased Complainant and
Sreenevassiah Braminy Administrator
of Trevengadeah Braminy Deceased
Defendant

The Answer of the above Named Defendant to the Exceptions
of the above Named Complainant

This Respondent Saith that the several Exceptions
by the Exceptant taken to the Answer of this Respondent to the Exceptants said
Bill are Vexatious and litigious and that the several Matters and things in
the Exceptants said Bill Contained and upon which he the Exceptant has
Grounded his said Exceptions to this Respondents said Answer are altogether
Superfluous and unnecessary and such as this Respondent Might have
Demurred unto as impertinent and irrelevant and this Respondent further
Says that the scope and End of the Exceptants said Bill of Complaint is to Compel
this Respondent as Administrator as aforesaid to deliver up certain Bonds
in the Exceptants said Bill Set forth together with an Assignment or Assign-
-ments thereof and the Several Sums of Money that Might thereon have
been Received by this Respondents said Intestate in his life time and by
this Respondent Since his decease and this Respondent saith that to the
Several

Several Charges thereon Set forth and to the Several Interrogatories thereon Exhibited by the Exceptant in and by his said Bill this Respondent has specially and Particularly Answered in manner and form as by Law this Respondent was thereunto required and this Respondent saith that if an Answer be good to a common intent the Complainant Cannot Except thereto, but Must reply — And this Respondent saith that had the Exceptant in commencing his present Action been Actuated by any other Motive than that of litigation and had really Sought the Relief which in and by his said Bill of Complaint he has prayed he ought upon the established Course of Practice instead of Excepting to the Answer of this Respondent to have set the Cause down upon Bill and Answer this Exceptant in and by his said Answer having confessed the said Bonds and Assignments as aforesaid Set forth by the Exceptant and which is the Ground of his Present Action —

For all which Reasons this Respondent prays that the Exceptants said Exceptions may be thrown Out with Costs and that this Honble Court will be Pleased to Adjudge this Respondents Answer to the Exceptants said Bill as good Perfect and Sufficient —

J. Stuart Hall

Jno. Hamilton

Attr. for Defendt.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 17th Day of May Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

James Call — William Webb

Andrew Ross — Henry Chy Michell

James Daly and Aldermen —

Nathaniel Edward Kindersley Administrator of Dawsonne Drate Deceased Unadministered by Nathaniel Barlow Deceased

vers

Streenewasiah Braminy Administrator of Trevengadiah Braminy Deceased

Exceptions of the Complainant to the Defendants Answer Read

Answer thereto Read —

Bill of Complaint and Answer Referred to —

The Complainants Exceptions to the Defendants Answer and the Answer thereto Coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides and The Court having had due Consideration thereon are of Opinion that the Exceptions are good and Sufficient it is therefore Ordered that the Defendant do put in a better Answer and that he do pay the Costs Attending the Exceptions —

A true Extract —

Filed the 24th May 1791

To the Honble the Mayors Court at Madraspatanam

Between Richard Marson late of Madras but later of the Ship Fazee Rhabany Mariner Complainant and Arabo Adjee Johur Nakandar and Owner of the Ship Fazee Rhabany Defendant.

The Humble Petition of the above Named Defendant.

Humbly Sheweth

That the above Named Complainant did on the Nineteenth Instant file his Bill of Complaint Against Your Petitioner for the Recovery of the Sum of Seventy Pagodas and Thirty One Fanams Whereto Your Petitioner hath Appeared by his Attorney at Law.

That One William Stewart Commander of the Ship Fazee Rhabany Thomas Blythe late Chief Mate of the said Ship James Stewart Third Mate and Buckerboy Clerk of the said Ship are Material Witness in this Cause without their Benefit of whose Testimony this Deponent Saith he Cannot Safely Proceed to a Hearing That the said William Stewart Thomas Blythe James Stewart and the said Buckerboy are Speedily going beyond the Sea Whereby Your Petitioner will be Deprived of their Evidence Unless Hee is Permitted to Examine them (De Bene Esse) As by the Annexed Affidavit will Appear.

Your Petitioner further Sheweth that he can Read and Write no other Language than the Arabian which is his Native Tongue That he has not been Able to find at this place any person who Can Translate the Annexed Affidavit Although his endeavours have been Used on that behalf But that he knows the Contents thereof the same having been Explained to him in the Moriesta Language which he Understands Though He Cannot Read or Write it.

Your Petitioner therefore Most Humbly Prays he May be at Liberty forthwith to Examine the Aforesaid persons (De bene Esse) as Witnesses for Your Petitioner in this Cause Saving all Just Exceptions

And your Petitioner Shall Ever Pray

J. Chambers
Atty for Petitioner

Filed the 24th May 1791

In the Honble the Mayors Court at Madraspatanam

Between Richard Marson Complainant
and
Arabo Adjee Johur Defendant

The affidavit of Robert Williams Attorney for the Complainant in the above Cause

This Deponent Robert Williams Maketh Oath and Saith that he Verily believes it will be Requisite for the Complainant in the above Cause to have the benefit of Examining the

to the log Book of the Ship Fazee Rhabany — And that the Complainant in the Above Cause not being Present, cannot Is it in this Affidavit —

Sworn to in Court this 24th May 1791 —

G. Taylor Regr

R. Williams
Attorney for the Complainant

Filed the 24th May 1791 }

In the Honble the Mayor's Court at Madraspatnam

Between Richard Marson Compt and Arobo Adjee Johur Defendant

The Affidavit of Johur Mahomet Hauthe

Johaur Mahomet Hauthe (and Not Arobo Adjee Johur) the Defendant in this Cause Maketh Oath and Saith that William Stewart Commander of the Ship Fazee Rhabany Thomas Blyth late Chief Mate of the said Ship James Stewart Third Mate of the said Ship and Bukerboy Clerk of the said Ship Are Material Witnesses on his behalf in this Cause And Without Whose Testimony this Deponent (As he is Advised and Verily believes) Cannot Safely Proceed to a hearing. And this Deponent further Maketh Oath and Saith that the said William Stewart the said James Stewart and the said Buckerboy are Speedily going beyond the Sea, And this Deponent Also Says that he believes the said Thomas Blyth is also going beyond the Seas, From which Circumstance this Deponent will be deprived of their Testimony Unless he is permitted to Examine them (De bene Esse) And this Deponent further Maketh Oath and Saith that he Cannot Read or Write any other language than the Arabian which is his Native

G. Chalmers
Atty for Defendt

Native Tongue and that he has not been able to find a person at this Place to translate the same into English Although his Utmost endeavours have been Used for that purpose But that the Contents of this his Affidavit has been explained to him in the Moorish Language Which he Understands though he Cannot Read and Write it —

Sworn to in Court this 24th May 1791 the Contents hereof having been Previously explained to the Deponent in the Moorish Language by Gopaul Kitnah who was sworn to interpret the same faithfully —

G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th Day of May Anno Domini 1791 —

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Benjamin Roebuck Aldermen

Richard Marson
vers
Arobo Adjee Johur

Bill with One Exhibit Annexed filed between the days of Adjournment — Affidavit of the Complainant Sworn to before the Mayor and filed the 19th Instant — Summons Returnable Immediately and Warrant of Arrest issued thereupon Returned Served — The Defendant in Custody —

Mr

Mr. George Chalmer Appears as Attorney for the Defendant. The Attorney for the Complainant prays that the Defendant may be held to Bail Posalay Vencatasha and Gopaul Kistnah became Bail for the Personal Appearance of the Defendant or to Answer all Costs and Damages taken and Acknowledged in Court the Bail having been previously Accepted of by the Attorney for the Complainant. The Attorney for the Defendant Prays that his Client may be Released from the Custody of the Sheriff Ordered Accordingly. Petition of the Defendant with an Affidavit in Support thereof Sworn to in Court Read and filed this Day praying leave to Examine William Stewart, Thomas Blyth, James Stewart and Baukerboy Material Witnesses in this Cause De Bene Esse Ordered Accordingly.

A true Extract

Filed the 24th May 1791

In the Honble the Mayor's Court at Madraspatnam

In the Cause of Sunkoo Chinnah Kistnamah Chitty Vers William Jones

The Humble Petition of the above Named Complainant

Sheweth

That Your Petitioner filed his Bill of Complaint in this Honble Court for Obtaining Redress for certain Injuries Charged by Your Petitioner to have been Caused by the Defendant

That

That the said Cause came on to be heard and determined on the Third day of this Instant May when this Honble Court was Pleased to Order that Certain Interrogatories and Depositions exhibited on the part of Your Petitioner should be Suppressed at the Hearing of the Cause and this Honble Court was also pleased to Decree that Your Petitioners Bill of Complaint be dismissed with Treble Costs, by which Order and Decree Your Petitioner hath considered himself as aggrieved and therefore hath Appealed therefrom

Your Petitioner therefore Prays this Honble Court will be Pleased to Order the Register to send up to the Court of Appeals all the Papers exhibited in this Cause, as well those which were Ordered to be Suppressed at the Hearing as those which were Read

L. Popham
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Suncoo Chinna Kistnamah Chitty
Vers
William Jones

Petition of the Complainant Read and filed this Day Praying that all

all the Papers exhibited in this Cause as well those which were Ordered to be Suppressed at the Hearing as those which were Read may be sent up to the Court of Appeals – Ordered Accordingly –

A True Extract –

Filed this 24th May 1791 –

In the Honble the Mayor's Court at Madrasapatanam

Between Edward Payne and Rene Payne by their Acting Attorney William Collins Jackson Complainant

and Samuel Johnston Defendant

The Affidavit of John Stuart Hall One of the Attorney of this Honble Court and the Attorney for the Complainants in the above Cause –

The Above Named James Stuart Hall Maketh Oath and Saith that the did some time ago on behalf of the Complainants above Named pray for a Commission to Examine a Witness in England And this Honble Court Was pleased to Order Accordingly and this Deponent says that in so Praying for a Commission he had only One Object in view and that was the Interest of his Clients and that he does not mean or intend to delay the hearing of the Cause further than is Absolutely Necessary and this Deponent further says that he has Applied to the Register in the course of the last Week for the Commission Granted as aforesaid and this Deponent says that he believes the Witness prayed to be examined on the

Part

John Stuart Hall Attorney for Complt

Part of the Complainants is absolutely Necessary and that without his Evidence the Complainant cannot with Safety Proceed to a hearing as this Deponent believes the Complainants Suit in a great Measure depends upon it –

John Stuart Hall

Sworn in Court
this 24th day of May 1791
G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 24th Day of May Anno Dominii 1791

Present

Josias Dasher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Edward Payne and Rene Payne by their Acting Attorney William Collins Jackson

vers.

Samuel Johnston

Affidavit of James Stuart Hall Sworn to in Court Read and filed this Day by way of Shewing Cause against the Prayer made by the Attorney for the Defendant last Court Day for passing of Publication – The Court having taken the same into Consideration are of Opinion that the Cause shewn is sufficient to – Therefore Ordered that the Motion for the passing of Publication be over Ruled and that a Commission do issue

A True Extract –

Be it known, that I Thomas Pepper Commissioner of the Court of Requests for the Division of Madras, do hereby certify, that the Annexed Mortgage Bond, executed by Loonedyapoody Cooty Chitty, in favour of Soobia, for the Sum of Pagodas 2000, bearing Interest at the Rate of 12 per Cent per Annum, was duly executed before me, and Witnessed by the Subscribers hereto, on the 29th day of January 1790, and that the Interest thereon, amounting to Pagodas 138.27.28 was paid to the said Soobia, on the 26th day of January 1791, as appears by the Receipt of the said Soobia, Witnessed by the Subscribers hereto, and that the Principal Sum of Pagodas 2000 remains due on the said Mortgage Bond, as appears by the Receipt of the said Soobia, Witnessed by the Subscribers hereto.

Soobia. — Signed Loonedyapoody Cooty Chitty

Witness Signed
Pavanoottal Vencatarama

Witness Signed
Mandadala Subbiah

The Interest on the said Bond, for the 90 Days Mortgage, from the 29th January 1790 to the 26th January 1791 — Pagodas 138.27.28

Signed Loonedyapoody Cooty Chitty

Witness Signed
Pavanoottal Vencatarama

Witness Signed
Mandadala Subbiah

Madras 26th January 1791

Errors Excepted
S. P. Kistnamah

A true Copy
S. Popham

Judgate

Madras Ex.

S. Popham

Judgate

Dr. Loonedyapoody Cooty Chitty in Account Current with Soonkoo Pedda Kistnama Chitty — Cr.

1790 June	29th	To the Amount of your Mortgage Bond of this date Payable in One Month	2000	-	-	1791 Jany	10th	By Cash Received on Account of Interest	127	15	60
							26th	By Balance Due	2011	11	48
1791 Jany	26th	To Interest on D° from 29th Jany 1790 to this day being 6. M. 28. @ 12 ℘ Cent ℘ Annum	138	27	28						
		Pagodas	2138	27	28			Pagodas	2138	27	28

Madras 26th January 1791

Errors Excepted
S. P. Kistnamah

A true Copy
S. Popham

Mayor's Court at Madraspatnam

Tuesday the 24th Day of May Anno Domini 1791

Present

L.S.

Josias Du Pre Procher Esquire Mayor

Andrew Ross and Benjamen Roebuck

Aldermen

Mayor's Court

Between Soonkoo Pedda Kistnama Chitty of Madras Inhabitant Complainant and Goommedy Poody Cooty Chitty of the same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two thousand and Eleven Star Pag.s Eleven Fan.s & Forty Eight Cash (Star Pag.s 2011. 11. 48.) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

Cur

Filed 1st February 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewetth unto this Honble Court Your Orator Soonkoo Vencatauchella Chitty of Madras Inhabitant that Goommedypoody Cootley Citty of the Same Place Inhabitant Stands indebted unto Your Orator in the full and just Sum of One Thousand Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of Four hundred Pounds or thereabouts as will more fully and at large Appear by the Copy of the Translation of a Bond hereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as Part of this his Bill of Complaint the Original whereof is in the Possession of Your Orator and Ready to be Produced to this Honble Court when Required And Your Orator further Shewetth unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the said Sum of One Thousand Pagodas.

But now so it is and may it please this Honble Court the said Goommoodypoody Cootly Chitty Obstinately and wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator Prays a General Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the end therefore that the said Goommoodypoody Cootly Chitty may upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein before set forth and 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

Unto Your Orator the Aforesaid Sum of One Thousand Pagodas 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 Goommoodypoody Cootty Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator'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—

1st February 1791—

This Bill was shewn to me in the Days of Adjournment Let a Summons issue there upon Returnable Next Court day— — — — —

S. Popham
Atty for Complainant

Jos: du Pré Porcher
Mayor

Translation of a Bond Dated 2^d Thye of Saudaurance Year or 12th January 1791—

I Goommedypoody Cootty Chitty do give this Bond to Soonkoo Vencatauchela Chitty that is to Say—

In Consequence of my urgent Occasion I have this day borrowed and Received of You the Sum of (1000) One thousand Star Pagodas Current Money of Madras which Sum I do hereby engage to Repay You on or before the 20th Instant of January with all such Interest as shall or may become Due thereon at the rate of 12 ℘ C^t ℘ Annum

In

In default of which You are hereby empowered to recover it by Prosecuting me in the Honble the Mayor's Court Witnesses Maddoo Baula Soobiah and Goondaurpoo Raumasawmy by their Knowledge this Bond was drawn by Goondaurpoo Vencata Soobiah—

Witnesses Signed
Maddoor Baulau Soobadoo
Goondaurpoo Raumasawmy

Signed Goommedypoody Cootty—

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

Ranganaudom
Interpreter

A true Copy—

S. Popham

Mayor's Court at Madraspatnam

Tuesday the 24th Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Between Soonkoo Vencatauchela Chitty of Madras Inhabitant Complainant and Goommedypoody Cootty Chitty of the same Place Inhabitant Defendant

It

Dr Swacosa Moodelly in Acct Curt with Tyrovoumbala Moodelly Cr

1782 June 3	27th	To Amount of your Bondor Obligation of this Date	200	-	-	1786 April 0	27th	By Ballance due	267	-	-
1786 April 0	27th	To Interest on Do to this day being 3 Years and 10 Months @ 9 ₰ Ct ₰ Annum	67	-	-						
		Pagodas	267	-	-			Pagodas	267	-	-

Fort St George 27th April 1786

Errors Excepted

A true Copy

Peter Walker

Atty for Compt

Translation of a Bondor Obligation Dated the 27th of Aunny Manthan the Year called Soobakeroodwer Answering to Anno Domini the 27th of June 1782

I Swacosa Modeliar Son of Ponnanally Engineer Saumnada Modeliar do give this Bond to Tyrovoumbala Modeliar Son of Saint Thomes Mount Venkatachella Modeliar

That is to say On My urgent Occasion I have Borrowed and Received of You the Sum of (200) Two hundred Star Pagodas Current Money of Madras, which Sum I promise to Pay You on Demand with Such Interest as may become due thereon at the rate of 9 ₰ Cent ₰ Annum

Thus I do give this Bond by my Consent Witnesses Nundampakum Iyalu Modeliar and Chingelvaraya Modeliar by their Knowledges drawn

by

by Adyalumpadoo Marcayen

Witnesses (Signed)
Iyalu Modeliar
Chengelvarayen

(Signed) Ponny Swacosa Modeliar

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

(Signed) Soobaroyan
Interpr

A true Copy

Peter Walker
Atty for Complainant

To all People to whom these Presents shall Come Greeting Whereas Swacosa Modeliar of Madras Inhabitant Therein and by the Ballance of an Account Current bearing Date the Twenty Seventh Day of April in the Present Year of Christ One Thousand Seven Hundred and Eighty Six Arising Upon a Certain Bondor Obligation bearing Date the Twenty Seventh Day of June in the Year One Thousand Seven Hundred and Eighty Two Stand indebted Unto Tyrovoumbala Modelly of the same place Dubashi in the Sum of Two Hundred and Sixty Seven Star Pagodas Current Money of Madras as by the said Account Current and Bond may fully Appear Now Know Ye that the said Tyrovoumbala Modelly for a Valuable Consideration to him in hand Paid by Joseph de Sylva of Madras aforesaid Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof the said Tyrovoumbala Modelly Doth hereby Acknowledge he the said Tyrovoumbala Modelly hath Assigned and Set over and by these Presents doth Assign and Set over unto the said Joseph de Sylva the said Bondor Obligation and Account Current and the Money thereupon Due and Owing and which May become Due and Owing thereon and all his Right and Interest of in and to the Same

Same and every Part thereof and the said Jeroovembala Modelly for the Consideration aforesaid hath made Constituted and Appointed and by these Presents Doth Make Constitute and Appoint the said Joseph de Sylva his heirs Executors Administrators and Assigns his true and lawfull Attorney or Attornies irrevocable for him and in his Name and in the Name and Names of his Executors Administrators and Assigns but for the Sole and proper Use and Benefit of the said Joseph de Sylva his heirs Executors Administrators and Assigns to ask require Demand and Receive of the said Sewacosa Modelly his heirs Executors Administrators and Assigns the Money due and to become due upon the said Bond or Obligation and the said Account Current and on Non payment thereof to sue the said Sewacosa Modelly his heirs Executors and Administrators to Sue for and Recover the same and Non payment thereof to Deliver up and Cancel the said Bond and Account Current and give Sufficient Releases and Discharges therefore and One or more Attorney or Attornies under him to Make Constitute and Appoint and at his pleasure to revoke and whatsoever the said Joseph De Sylva his Attorney or Attornies shall Lawfully doin the Premisses the said Jeroovembala Modelly doth hereby allow and affirm and he doth Covenant with the said Joseph De Sylva that the said Jeroovembala Modelly hath not received nor will receive the said Money due or to become due upon the said Account Current or any Part thereof Neither shall or will release or Discharge the same or any Part thereof but will owns and allow of all Lawfull Proceedings for the Recovery thereof the said Joseph de Sylva Saving the said Jeroovembala Modelly harmless of and from any Costs that may happen to him thereby In Witness Whereof the said Jeroovembala Modelly hath hereunto Set and Affixed his hand and Seal this second Day of May One Thousand Seven Hundred and Eighty Six

Signed Sealed and Delivered
(there was a Stamp put Paper to be had in the Province)
In the Presence of
A true Copy
Peter Walker
Attorney for Complt

Filed 6th May 1788

The Answer of Sewacosa Modelly of Madras Inhabitant by his Attorney Sewapatha Modelly Defendant to the Bill of Complaint of Jeroovembala Modelly by his Attorney Joseph de Sylva of the same Place Complainant

This Defendant by his Attorney Now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the many Uncertainties Insufficiencies and Imperfections in the Complainants said Bill of Complaint contained, for Answer to the said Bill or unto so much thereof as is Material or necessary for him to make Answer unto, he this Defendant by his said Attorney Answereth and Saith that he absolutely denies to stand indebted unto the Complainant either in the said Sum of Two hundred and Sixty Seven Pagodas or in any other Sum or Sums of Money whatsoever, and in order to elucidate the Matter of fact to this Honble Court in as plain and Concise a manner as possible this Defendant leaves leave to state the following facts that the said Complainant and this Defendant were from their infancy intimately Acquainted with each other that at the Arrival of Six or Seven Years of Age the Complainant and this Defendant being then in the English School contracted a great Friendship for each other that the said Complainant is descended from very poor and indigent Parents and has hardly any thing to subsist himself with that he used Continually to entice this Defendant to the Houses of certain Lewd Women which has ultimately been the Cause of this Defendants Utter Ruin and caused great Distress among his Family and in order to satisfy the extravagant Principles of the said Complainant, he the Complainant Advised this Defendant to sell and dispose of two Gold Hand Rings this Defendant had, and Converted the same to the uses aforesaid, that some time after

After the Sale of the said Hand Rings and the Amount thereof expended he the said Complainant had Contrived a Plan by which he thought he Could raise Money to extricate their wants, and on this Defendants Asking him what was the intended Plan the Complainant, meant he the Complainant told this Defendant, that as this Defendants Brothers were in Possession of their Fathers Estate that this Defendant must grant a Bond or Obligation to the Complainant for the Sum of Two hundred Pagodas and that he would seek a Recovery thereof, this Defendant saith that this Defendant then told the Complainant that he thought his Plan would not have the desired effect on Account of this Defendants being Yet in School, and not of Age, that thereupon the said Complainant told this Defendant that he Was sure of getting the said Sum of Two hundred Pagodas Recovered if this Defendant would only grant him the Bond or Obligation which is the One now in Question that he would make a Demand of it upon this Defendants Brothers, and in case of Refusal that the Complainant Would retain an Attorney at Law and threaten a Prosecution in this Honble Court that in Consequence of such treats the Complainant said he was sure of the Amount being paid him and that if he did not succed therein that he would return the said Bond or Obligation to this Defendant to be Cancelled that under such Assurance and Solicitations of the Complainant and with hopes of getting a Sum of Two hundred Pagodas at a time this Defendant and the Complainant was in the greatest distress, this Defendant granted the Bond now in Question but Solemnly declares that he did directly or indirectly receive from the Complainant or from any other Person or Persons for him or on his Account the Value of One fanam either in Cash or Goods for or on Account of the said Bond or Obligation but that the same was granted to no other purpose and for no other Consideration than is Already Set forth and stated by this Defendant this Defendant further

Further saith that after the granting of the said Bond or Obligation so as aforesaid the Complainant did not take any Steps for the Recovery of the Said Sum of two hundred Pagodas as he had promised that thereupon this Defendant pointed out to him the necessity they were in for Cash, and insisted upon his the Complainants Complying with his promise or Returning the Bond to this Defendant, which the Complainant promised to do, but failed therein two often until this Defendant was out of humour with the Complainant and desired him at least to go to this Defendants Brothers and Acquaint them of the amount due by this Defendant on his Bond and to demand Payment thereof, that after many importunities of this Defendant the Complainant at last One day resolved upon going and did Accordingly go to this Defendants Brothers and demanded of them Payment of the amount of the said Bond who refused paying it, and upon his return this Defendant Asked the Complainant whether he had obtained the Amount of the Said Bond or a promise of Payment who said that he had no hopes of obtaining it in a friendly manner from this Defendants Brothers but by a Prosecution in the Mayors Court as the Complainant said that he was too well known to this Defendants Brothers, and they well knew that the Complainant had not so much Cash to lend this Defendant, and the only View left for to enforce Payment of the said Bond the Complainant said, was by a Prosecution in Court and desired this Defendant to try to raise a Sum of twenty or thirty Pagodas to pay the Attornies Charges, and that he would then sue him this Defendant in Court and get the Amount of the said Bond Recovered from this Defendants Brothers that this Defendant thereupon told the Complainant that if he had had as Much as twenty or thirty Pagodas that he would not have Acquiesced in the Method the Complainant proposed, and this Defendant and the Complainant Could

Could not raise any Money to sue the said Bond in Court, at last this Defendant Advised the Complainant to Address a Complaint against this Defendant to one of the Justices which the said Complainant Accordingly did and upon this Defendants being sent for before the said Justice this Defendant acknowledged the said Debt and told the said Justice that this Defendants Brothers were in Possession of the Family Estate and begged the said Justice to Order Payment thereof by this Defendants Brothers who appeared and informed the Justice of this Defendants Extravagant Behaviour and the immense Sum of Money this Defendant had Squandered, and that the Bond then produced was false and fraudulently obtained by the Complainant and that the Complainant was a poor Man and of indigent Circumstances and unable to advance One Sixteenth part of the said Bond, and that this Defendant was of the Age of Sixteen Years at the time such Bond was Granted — that thereupon the said Justice sent a Couple of Taliars to bring the said Complainant before him in Order to Chastise him for his dishonest Behaviour, who is Consequence thereof absconded for upwards of two Years and on his first Appearance after the space of the said two Years this Defendant having Repented of his Vices and faults Committed when in Company with the Complainant demanded of him the delivery of the said Bond or Obligation now in Question, but instead of the Complainants Complying with the Equitable and just Demand of this Defendant he on the other hand did some time in the Month of May in the Year One Thousand Seven hundred and Eighty Six file a Bill of Complaint against this Defendant, that in Consequence of which this Defendant Applyed to his then Master Mr Thomas Lewin and made him Acquainted with the above stated Transactions, who sent for the said Complainant to come to him and settle the Matter, and upon the Compl.ts Refusal the said Mr Lewin went to the Complainants Master Major

Lydenham,

Lydenham (now Lieutenant Colonel) who referred the Matter to the Arbitrament and final Determination of two Persons one to be chosen by each of the party that Accordingly the said Complainant had Chosen one Ramah Pillah Head Dubash to the said Major Lydenham and this Defendant chose one Tandaroy Moodelly Head Dubash to Mr Cockburn, and the Arbitrators met and Examined the Parties what they had to Alledge, and ordered the Complainant to produce the Witnesses in the said Bond, and that if they would declare that such a Sum was lent that they the Arbitrators would order the Defend.t to pay the Amount of the said Bond, which the Complainant Promised to do the next day, but failed therein, and on this Defendants applying to the Arbitrators for them to give in an Award they the Arbitrators said that as the Complainant had not brought in his Evidences this Defendant had No Occasion to be Uneasy about it, and Matters remained so for a long time, and this Defendant further saith that some time after this Defendant had Occasion to go to Negapatam and this Defendants Brothers went up the Country at which Juncture of time the Complainant caused his Attorney at Law to issue a Rule from this Hon.ble Court to Answer the unjust Demand of this said Complainant and had it not been for some of this Defendants Friends that wrote to this Defendant of the Complainants having Obtained Rules from this Hon.ble Court a Decree would have passed in favor of the Complainant for Neglect in not putting in an Answer — From all which Circumstances this Defendant humbly hopes it will clearly appear to this Defendant humbly hopes it will clearly Appear to this Hon.ble Court that the said Demand and Action are unjust and without Foundation, and humbly prays the same may be dismissed with exemplary Costs —

All which Matters and this this Defendant by his said Attorney is Ready and Willing to Aver Maintain and prove as this Hon.ble Court shall direct and most humbly Prays to be hence Dismissed

With

With his reasonable Costs and Charges in this Behalf Most Wrongfully Sustained.

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

Ranganaiedom
Interpreter

P. Spencer
Atty. Defendt.

Filed June 24th 1788.

Replication of Teroovembala Moodelly by his Attorney Joseph de Sylva to the Answer of Sevacosee Moodelly of Madras Inhabitant by his Attorney Sevapatha Moodelly Defendant.

This Repliant by his Attorney Saving unto himself all and all manner of Advantages of Exceptions to the Manifold Insufficiencies of the said Answer for Replication thereunto saith, that he will aver and Prove his said Bill to be true certain and Sufficient in the Law to be Answered unto, and that the said Answer of the Defendant is uncertain untrue and insufficient to be replied unto by this Repliant and this Repliant by his said Attorney for further Replication saith that he is ready to prove to the Conviction of this Honble Court that the Answer of the Defendant is a futile and Scandalous Attempt to deprive this Repliant of a Sum of Money justly and truly due to him, and this Repliant by his said Attorney for further Replication saith that the Story with which the Defendant commences his Answer is equally Groundless as it betokens the Most ungenerous designs and Aims at an Attempt not only to wrest the Property of this Repliant from him but to throw Obloquy upon his Character which from a proper and Correct Conduct during Life has never been Subject to Odium of any Nature whatever, And this Repliant by his Attorney for further Replication most positively avers that he never lived in those Habits of strict Intimacy and Friendship with the Defendant which is so elaborately described in his the Defendants Answer and so far from having Advised the Sale of the Hand Rings the Property of the Defendant as set forth in his the Defendants Answer, he Most Solemnly declares he never knew such Rings or any Others

Others of a like Discription were belonging to or in the possession of the Said Defendant and this Repliant by his Attorney for further Replication Saith that the said Defendant and his Brother had a Quarrel and lived at Variance the One with the other, and that this Repliant was at that time Dubash to Colonel McKenzie at St Thomé and was One Morning Visited by the Defendant who Offered to sell this Repliant a piece of Ground which he Mentioned was his Share of an Estate devided betwixt him the Defendant and his Brother the Defendant then requested the Repliant to grant him the Loan of Two Hundred Pagodas on Interest as he was in very great distress for a Supply of Cash and that when the Division of the Estate belonging to the Defendant and his Brother should take place that he would then sell to this Repliant the Piece of Ground Already Mentioned And this Repliant by his Attorney for further Replication saith that under the Considerations and Conditions Just Stated he was prevailed on to lend to the Defendant the said Sum of Two Hundred Pagodas required by him upon his Bond, and the said Defendant in Consequence of the promise of the Repliant to grant him such Supply came in great State a few days afterwards to the House of this Repliant at St Thome Attended by some Peons and in presence of the Head Dubash of the Quarter Master of the 78th Regiment in the Godown of Mr Caruval he the said Defendant received from this Repliant the full sum of Two Hundred Pagodas for which said Sum of Two Hundred Pagodas he the Defendant gave his Bond to the Repliant to bear Interest at the Usual rate of 12 ℘ Cent Copy of which has been exhibited to this Honble Court Annexed to the Bill of Complaint of this Repliant And this Repliant by his Attorney for further Replication saith that five or Six Months After such Transaction had so taken Place between the Defendant and this Repliant a Reconciliation was effected between the Defendant and

And this Brother which induced the Replicant to demand from the Defendant the Sum of Money he the Replicant had lent to him, but to the utter Astonishment of this Replicant the Defendant Contrary to Law and every Principle of Justice and Equity positively refused to comply with such his reasonable Request and pray to this Replicant the said Two Hundred Pagodas or to give him any Satisfaction whatever This Replicant by his Attorney for further Replication saith that Struck with Amazement at a Conduct so ungrateful and so very inconsistent with every Honble principle he immediately waited upon Lungoo Seshasula Chitty and Stated to him the different Circumstances Attending the Transaction and Required him to Use his Endeavours to procure from the Defendant the sum borrowed from this Replicant This Replicant by his Attorney for further Replication saith that in Consequence of this Demand this Reason that he did not Repay to the Replicant the Sum which he Received from him, to which he Answered he Owed no Money to the Replicant although he Acknowledged having given him a Bond for the Sum of two hundred Pagodas but Declined speaking to the point either in Justification of himself or in Confutation of the Arguments urged by this Replicant And this Replicant for further Replication saith that the wishes and Desires of Lungoo Seshasula Chitty to procure for this Replicant his just Demand being defeated by the unfair and unjustifiable Dispositions so Greatly conspicuous in the whole Line of the Defendants Conduct obliged this Replicant to have Recourse to the Interference of Lupperaya Chitty with the Defendant, and this Replicant by his Attorney for further Replication saith that the said Lupperaya Chitty did call upon the Defendant to pay the Sum due to the Replicant and during a whole Month Used every Endeavour to bring the Defendant to a proper Sence of his Scandalous Treatment of the Replicant without being able to effect any Mode of Settlement on

On the Part of the Defendant And this Replicant for further Replication Saith that finding the Obstinacy of the Defendant Operating as a Strong Bar against the Justice due to the Replicant and being sensible that Measures of a lenient Nature were not to be used successfully with this Defendant This Replicant at last Resolved to have Recourse to those of a Coercive Kind and Made his Complaint to this Honble Court in full Confidence to Obtain that Justice Granted invariably to every Equitable Suitor and this Replicant by his Attorney for further Replication saith that the Defendant upon such Complaint being Exhibited Against him in this Honble Court immediately waited upon his Master Thomas Lewin Esquire and Acquainted him that a Bill of Complaint was filed Against him in this Honble Court at the Instance of this Replicant and the Wilful Contumacy and Stubbornness of the Defendant Declared that he Owed Not One Fanam to the Replicant and in Strong terms the Defendant Requested his said Master to wait upon Colonel Lydenhams the Friend & Master of the Replicant and State to him the Circumstances Which he Related and which his said Master Mr Lewin Accordingly did and this Replicant by his Attorney for further Replication saith that his said Mr Colonel Lydenhams in Consequence of the Conversation which Passed between him and the Defendants Master Mr Lewin this Replicant was sent for and Asked his Reasons for filing a Bill Against the Defendant to which Request of his Master he the Replicant Related every thing above Set forth and Shewed him the Original Bond in Question properly signed sealed and Delivered in Presence of Witnesses which was sufficiently Satisfactory to the Replicants Master Colonel Lydenhams as it Established the undoubtable Right and Justice of the Replicants Demand upon the Defendant And this Replicant by his Attorney for further Replication Saith that the Very Next day the Defendants Master Mr Lewin and upon the

the Repliant's Master Colonel Sydenham at the Town Majors Office when
When Colonel Sydenham Related to Mr Lewin the Infamy of his Servants the
Defendants Conduct which forcibly from its iniquitous Complexion so impres-
sed Mr Lewin that he really Actually, and truly went away without Speaking
a Word and ever afterwards was silent on the Subject and this Repliant by
his Attorney for further Replication saith that Tendavaraya Moodaly the
Father in Law of the Defendant went to the Ramah Pillah Head Dubash of
Colonel Sydenham and acquainted him that his second Dubash the present
Repliant had Put his Son in Law the Defendant in Court for the Sum of Two
Hundred Pagodas and entreated him to beg the Repliant would Stay Proceedings
for a Short time and anxiously Requested that he the Repliant Might Attend him
When he would use his best Endeavours to Procure for the Repliant from the
Defendant the above sum of Two Hundred Pagodas with Interest and all Costs
of Suit that Might then have been encurred And this Repliant by his Attorney
for further Replication saith Agreeable to and in Compliance with the earnest
and Repeated Entreaties of the said Ramah Pillah the Repliant was induced
to Stop Proceedings in the Honble Court, and According to the desire of the said
Ramah Pillah he the Repliant did wait upon him when the said Ramah
Pillah sent for the Defendant and having severally heard every thing Advanced
by the Repliant and the Defendant which Could any ways elucidate or at
all throw Light upon the Matter in dispute the said Ramah Pillah then
desired the Repliant to produce before him the Witnesses to the execution of
the Bond and also the Persons who were present when the Money was paid
into the Hands of the Defendant when he would insist upon the Money
being Repaid to him by his Son in Law the Defendant and this Repliant
by his Attorney for further Replication saith that he most Cheerfully
Acquiesced to the terms Proposed by the said Ramah Pillah and in the
hopes of soon being again Put in Possession of his Money he Very Shortly
afterwards Produced to the Said Ramah Pillah the Persons who were
Present

Present at the time the Money was paid by the Repliant to the Defendant
and at the time when the Bond was Delivered by the Defendant into the
hands of the Repliant And the Repliant by his Attorney for further
Replication saith that even these Witnesses were not Sufficiently Satisfac-
tory to the Defendant altho' they influenced the said Ramah Pillah to
Express his Surprize at the Obstinacy of the Defendant and his disappro-
bation of his Conduct toward, the Repliant And this Repliant by his
Attorney for further Replication saith that Stimulated by the honest
Motive of explaining as far as Possible the whole Transaction to the
Defendants Father in Law, he sought the witnesses to the Execution of
the Bond in Order to produce before him but previous to his giving
them the Necessary timely Notice the Father in Law of this Defendant
Acted which left this Repliant no other Alternative but to recommence
the Suit against the Defendant in this Honble Court which he Stayed
Proceedings into gratify the wishes of the Defendants Father in Law and
to demonstrate that he was not biassed by litigious Inclinations and this
Repliant by his Attorney for further Replication saith that the Defendant
is Very wrong in Advancing so Confidently that at the time he had the
Acquaintance (which the Defendant Says was intimate but which the
Repliant Solemnly declares was only Very distant) that he was then only
Sixteen Years of Age, for this Repliant is Ready to prove beyond the Possibi-
lity of Contradiction that at the time of the Transaction between the
Defendant and this Repliant the Defendant was at least twenty two or
Twenty three Years of Age and this Repliant by his Attorney for further
Replication saith that the Attorney of the Defendant in this Suit is the
elder Brother of the Defendant which Remark this Repliant Submits
to the Consideration of this Honble Court on whose Honor he humbly
throws

throws himself in the full persuasion that that Marked Justice and Equity Observable in all their Proceedings will be extended towards him and this Repliant by his Attorney for further Replication saith that the palpable Intent to defraud him of the sum justly due to him by the Defendant is too firmly established by the Defendant himself to Admit a Shadow of Doubt and this Repliant therefore spurns at the Subterfuges which the Defendant has had Recourse to in Order to raise his own Character by throwing Vile untrue illeberal and unjust Aspersions on the Conduct and turn of Mind of the Repliant which Advantage was the Repliant to Avail himself of and retort upon the Defendant all the Malice and Invective which the Defendant has fled to would recoil with double Force upon himself

All which Matters and things this Repliant is ready and willing to aver Maintain and Prove as this Honble Court shall direct and Most humbly Prays as in and by his said Bill of Complaint he hath Already Prayed

Chas: Ingles
Atty for the Replt

Filed the 23 Sept. 1788

The Amended Rejoinder of Sevacosee Moodelly of Madras Inhabitant by his Attorney Sevapatha Moodelly of Madras Inhabitant Defendant to the Replication of Teroovembala Moodelly by his Attorney Joseph de Silva of the same Place Inhabitant Complainant

This Defendant Now and at all times hereafter saving and Reserving unto himself all and all manner of benefit and Advantage of Exception to the Uncertainty and Insufficiency of the said Replication for Rejoinder Saith that this Defendant's said Answer is true Certain and Sufficient in the Law to be replied unto and Saith as in and by his said Answer he hath already said and doth and will Aver and maintain all and every thing and things therein to be true and certain in such manner as therein is Alledged and expressed and this Defendant also saith that the said Replication of the said Complainant is uncertain and Insufficient in the Law to be rejoined unto by this Defendant for divers Defects and Imperfections therein contained and the said Defendant for further Rejoinder Saith, That he doth still absolutely deny to stand Indebted unto the said Complainant either in the Sum of Two hundred and Sixty Seven Pagodas Current Money of Madras as the same is very unjustly set forth and stated in the said Complainant's Bill of Complaint and in the Account Current thereunto Annexed as likewise insisted on by the Complainant in his Replication nor in any other Sum or Sums of Money whatsoever and this Defendant for further Rejoinder Saith that he doth insist and will maintain that the Bond now in Question, was obtained by the Complainant from this Defendant in the Manner and form Set forth and stated in this Defendant's Answer, And this Defendant doth insist and will Aver maintain and Prove that at the time of the Granting of such Bond or Obligation this Defendant was a Minor

Minor and under the age of Twenty One Years as will more fully Appear
by the Registery of this Defendants Birth hereunto Annexed for the
Inspection of this Honble Court, and which this Defendant prays may be
Admitted as part of this his Rejoinder the Original of which is in this
Defendant Possession and Ready to be produced to this Honble Court if there
unto Required. This Defendant further Saith that notwithstanding what
the Repliant Says in his Replication Regarding the Pair of Gold Hand
Rings were on this Defendants Hands while at School, this Defendant
Saith that he insists that the same was Sold at the Repliants Instigation
and Advice to extricate them from their wants. This Repliant for further
Rejoinder to the said Replication Saith that he Absolutely denys to have
ever lived in Variance or to have had a Quarrel with this Defendants Brother,
or that the Repliant was at that time Dubash to Colonel Mackenzie at
St Thomé or was One Morning Visited by this Defendant or that this
Defendant Mentioned was his Share of an Estate devided betwixt this
Defendant and his Brothers, or that this Repliant then Requested the
Defendant to grant him the Loan of Two hundred Pagodas on Interest,
or that when the Division of the Estate belonging to this Defendant and
his Brother should take place that this Defendant would Sell to the
Repliant the Piece of Ground Already mentioned or that the Repliant
lent the said Sum of Two hundred Pagodas Required by this Defendant
Upon his Bond, or that the Defendant in consequence of the promise of
the Repliant to grant him such Supply, came in great State a few
Days afterwards to the House of the Repliant at St Thomé, Attended by
Some Peons and in presence of the Head Dubash of the Quarter Master
of the Seventy Eighth Regiment, in the Godown of Mr Carneval or that
this Defendant Received from the Repliant the full Sum of Two hundred
Pagodas, and for which said Sum the Repliant Pretends this Defendant
Gave

Gave his Bond to the Repliant to bear Interest at the usual Rate of twelve
Per Cent, all which said Assertions this Defendant Saith are Erronious
and contrived with a Design to injure this Defendant and induce
him to pay the Bond in Question for which this Defendant Received
no Consideration whatsoever, and which this Defendant hopes in
due time to prove to the Satisfaction of this Honble Court, this Defend^t
Saith that he also Denys that a Reconciliation was effected between
this Defendant and his Brother, or that the Repliant was thereupon
induced to Demand from this Defendant the Sum of Money he the
Repliant pretends to have Lent to this Defendant, or that to his
utter Astonishment that this Defendant contrary to Law and
every Principle of Justice and Equity possitively Refused to Comply
With such his Reasonable Request and pay the Repliant the said
Two hundred Pagodas, or to give him any Satisfaction whatever
This Defendant Saith that he is not the least surprized to hear that
the Repliant struck with Amazement at this Defendants so
Ungratefull Conduct applied to Lungoo Serhasula Chitty, who Lungoo
Serhausula Chitty is this Defendant is at a loss to know, neither was
the Defendant ever sent for in the Presence of such a Person, or to have
Demanded the Reason that this Defendant did not repay the Repli
ant the Sum which the Repliant pretends to have been Received by
this Defendant, or that this Defendant Answered he did not owe any
Money to the Repliant, this Defendant Saith that had the said Lungoo
Serhasula Chitty sent for this Defendant which is not the Case, this
Defendant would not have Attended upon him, as he is not a Jus
tice or a Person in any Authority, Consequently what the Repliant
has said on that head is Erronious Neither was this Defendant sent
for by Soobaroy Chitty or did any Conversation pass between them on
the

the Subject of the said Demand, but this Defendant Admits that a Complaint Was made by this Defendant to Thomas Lewin Esquir who sent for the Repliant, and upon the Repliants refusing to Comply therewith, Mr. Lewin went to Lieut. Colonel Sydenham the Repliants then Master and informed him of the Repliants Conduct and behaviour, who thereupon referred the Matter to two Persons One to be chosen by each of the Party that Accordingly the said Repliant chose One Ramah Pillah Late Head Dubash to the said Lieutenant Colonel Sydenham, and this Defendant Chose one Tandaroy Moodelly Head Dubash to Mr. Cockburn, and the said Arbitrators Met and Examined the Parties, as to what they had to Alledge, and ordered the Repliant to produce the Witnesses in the said Bond, and that if they would declare that such a Sum was ready lent, that the said Arbitrators would order this Defendant to pay the Amount of the said Bond which the Repliant Promised to do the next day, but failed therein, and on this Defendants Applying to the Arbitrators for them to give in an Award, they the Arbitrators said, that as the Repliant had Not brought in his Evidence, this Defendant had Nothing to Apprehend, and the Matters remained so for a long time. This Defendant further Saith that some time after this Defendant had Occasion to go to Negapatam, and this Defendants Brothers went up the Country, at which Juncture of time the Repliant caused his Attorney at Law to issue a Rule from this Honble Court, to Answer the unwarrantable Demand of the said Repliant, and had it not been for some of this Defendants friends who wrote to this Defendant to the Repliants having obtained Such Rules from this Honble Court a Decree would have passed in favor of the Repliant, for Neglect in not putting in a Answer, as is already Set forth and Stated in this Defendants Answer, This Defendant further Saith that he absolutely denies that Tanddroy Moodelly this Defendants Father in Law had been with the said Ramah Pillah or had intreated him to beg the Repliant would stay Proceedings for a short time, or that he had Anxiously requested the Repliant

Might

Might Attend him when he would Use his best endeavours to Procure for the Repliant from this Defendant the above said Sum of Two hundred Pagodas with Interest and all Costs of Suit, that might then have been incurred. This Defendant doth also absolutely deny that the Repliant stop'd Proceedings in this Honble Court at the repeated entreaties and desire of the said Ramah Pillah as is untruly Alledged and Set forth by the Repliant, but on the Contrary the said Repliant did stop the said Proceedings for the Motives Set forth in this Defendants Answer and in this his Rejoinder This Defendant further Saith that he Admits that the said Repliant and this Defendant did wait upon the said Ramah Pillah and Tandaroy Moodelly, who having severally examined what the Repliant had to Advance regarding the Loan of the said Sum of Two hundred Pagodas Pretended to have been Lent to this Defendant, the said Ramah Pillah well knowing in his own Conscience that the Repliant was not worth One Sixteenth part thereof, and in what a Poor Situation he was, not able to earn Sufficient for his own Lively-hood; and convenced of the Repliants unfair Proceedings Ordered the Repliant to produce before him the Witnesses to the Execution of the said Bond, and also the Persons who were present when the Money was paid into the Hands of this Defendant this Defendant Saith that the Repliant promised to Produce them and went away but never afterwards did the said Repliant make his Appearance, either before the said Ramah Pillah or this Defendant, Consequently the Repliant could not have brought the said Persons as is untruly set forth and Alledged by him, for if the Repliant had brought the said Persons before the said Ramah Pillah as is pretended by the Repliant they could not have been heard or Examined by the said Ramah Pillah, without the said Tandaroy

Moodelly

Mordelly the other Arbitrator being Present, this Defendant Saith that he is surprized how the Replicant could have Advanced in his Replication the Grossest imposition that ever humane Nature could have invented, as the One Set forth by the Replicant in his Replication, that this Defendant to father in Law the said Jandaroy Mordelly Regarded this Life, and left the Replicant no other Alternative but to Commence his Suit, on the Contrary this Defendant Saith that his said Father in Law the said Jandaroy Mordelly is still Living, and in the Service of Mr. Cochburn, which Fact alone is sufficient for this Honble Court to Judge of the Honest Principles the Replicant is Possessed of and to suffer any Credit ought to be paid to the rest of the Replicants Replication, this Defendant further Saith that he is ready and desirous to prove to the Satisfaction of this Honble Court by unexceptionable Witnesses that this Defendant was at the Time of the Granting of the Bond now in Question, an Infant and under the age of Twenty One Years, as will more fully Appear the the before said Registry Kept for that Purpose.

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

P. Spencer
Atty Defendt

Translation of an Horoscope or Calculations of Nativity.

The Effect of Writing this Calculation of Nativity will Render the Child all Manner of Happiness from till the Life time, and Increase the Generation or Posterity in a Prosperous Manner, and Elucidate the Nature of Good and bad Action of former birth or Transmigration.

On the 13th of Parataury in the Year called Party pa belonging to the Epocha of Salyeaugaunium 1687. Answering to the 23d of September Anno Domini 1765 Aged

Aged Fortunate Day being Wednesday, Consisting 30 Indean Hours in the day time, when Neandasey (A) 4/ Continued 20 3/4 Indean Hours Tenuvanum (B) 17 3/4 Soocurmuun (C) 9 3/4 and Badrawadh (D) 20 3/4 Jyacheaun (E) Commencing after 26 3/4 Hours of this day or about 4th Hour of this Day after the Sunrise under the constellation of Libra, there was by the Grace of God born the 4th Child / Named Sheevacesaun / of Sawmeaun da. Mordelly an of Tenuamulley

The Position of 9 Planets being as follows. The Sun was in the 12th or last Constellation Virgo in the 1st Part of Star Hastah (F) the Moon was in the 4th House Capricorn in the 4th Part of the aboonnamed Tenuvanum the Natal Star, Mars and Cada Draconis were together in the 8th House in Leo in the 3d & 1st Part of Star Poorum (G) Mercury in 12th House in irregular Course in the Second part of Star Wotteraud (H) Jupiter was in Cancer the 10th House in the 3d Part of Star Poosam (I) Venus was in Libra the Natal Lagna in the 1st Part of Swathy Star (K) Saturn was in the 3d House of Taurus in the 1st Part of the Rohenny (L) and Cayaut Draconis was in the 3d Constellation Aquarius in the 3d Part of Star Sadiam (M)

The whole hours of the Natal Star called Tenuvanum Continued 57 3/4

1 3/4 / The Eleventh Day of the Fortnight.
1 3/4 / The 22d of the Indian Wandering Stars which are 27 in Number and by which Names of the Days are as well called as by the Names of Planets
1/4 / One of the 27 Yogas / which the Indian Astrologers Maintain to be the 4th Division or Number of a Day
D / One of the 8th Cumnums which is the 3d Member of a Day
(E) A bad space of time or unlucky Hour Appearing in a Day
(F) The 13th of the above Number of Stars
(G) The 8th of Do. ..... Do.
(H) The 12th of Do. ..... Do.
(I) The 9th of Do. ..... Do.
(K) The 13th of Do. ..... Do.
(L) The 4th of Do. ..... Do.
(M) The 24th of Do. ..... Do.

A true

Moodelly the other Arbitrator being Present, this Defendant Saith that he is surprized how the Repliant could have Advanced in his Replication the Grocest imposition that ever humans Nature could have invented, as the One Set forth by the Repliant in his Replication, that this Defendants father in Law the said Tandaroy Moodelly departed this Life, and left the Repliant no other Alternative but to recommence his Suit, on the Contrary this Defendant Saith that his said Father in Law the said Tandaroy Moodelly is still living and in the Service of Mr. Cockburn, which Fact alone, is sufficient for this Honble Court to Judge of the Honest Principles the Repliant is Possessed of and whether any Credit ought to be paid to the Rest of the Repliants Replication, this Defendant further Saith that he hopes in due time to prove to the Satisfaction of this Honble Court by uncontrovertable Witnesses that this Defendant was at the time of the Granting of the Bond now in Question, an Infant and under the age of Twenty One Years, as will more fully Appear the the beforesaid Registry kept for that Purpose.

All which Matters and things this Defendant is Ready and Willing to aver maintain and prove as this Honble Court shall Direct and most humbly Prays as in and by his said Answer he hath Already Prayed

T. Spencer
Att^y Defend^t

Translation of an Horoscope or Calculation of Nativity.

The Effect of Writing this Calculation of Nativity will Render the Child all Manner of Happiness untill the life time, and increase the Generation or Posterity in a Prosperous Manner, and elucidate the Nature of Good and bad Action of former birth or Transmigration.

On the 13th of Paratausey in the Year called Partypah belonging to the Epocha of Salyvauganum 1687. Answering to the 23^d of September Anno Domini 1765

A good

A good Fortunate day being Wednesday, Consisting 30 Indean Hours in the day-time, when Acaudasey (A) Continued 20 7/4 Indean Hours Teruvonum (B) 17 7/4 Soocurmum (C) 9 7/4 and Badravadh (D) 20 7/4 Teyacheam (E) Commencing after 26 3/4 Hours of this day on or about 4th Hour of this Day after the Sun rise under the constellation of Libra, there was by the Grace of God born the 4th Child (Named Shevacosom) of Sawmenauda Moodellyar of Poonamulley.

The Position of 9 Planets being as follows. the Sun was in the 12th or last Constellation Virgo in the 1st Part of Star Hastah (F) the Moon was in the 4th House Capricorn in the 4th Part of the abovenamed Teruvonum the Natal Star, Mars and Cada Draconis were together in the 11th House Leo in the 3^d & 1st Part of Star Poorum (G) Mercury in 12th House in irregular Course in the Second part of Star Wootterom (H) Jupiter was in cancer the 10th House in the 3^d Part of Star Auyeleyam (I) Venus was in Libra the Natal Sign in the 1st Part of Swatey Star (K) Saturn was in the 8th House of Tauras in the 1st Part of the Rohenoy (L) and Caput Draconis was in the 5th Constellation Aequarius in the 3^d Part of Star Sadiam (M)

The whole hours of the Natal Star called Teruvonum Continued 57 7/4

(A) The Eleventh Day of the Fortnight.
(B) The 22^d of the Indian Wondering Stars which are 27 in Number and by which Names of the days are as well called as by the Names of Planets
(C) One of the 27 Yogahs which the Indian Astrologes Maintain to be the 4th Division or Number of a Day
(D) One of the 11 Curnums which is the 5th Member of a Day
(E) A bad space of time or unlucky Hour Appearing in a Day
(F) The 13th of the above Number of Stars
(G) The 11th of D^o ..... D^o
(H) The 12th of D^o ..... D^o
(I) The 9th of D^o ..... D^o
(K) The 15th of D^o ..... D^o
(L) The 4th of D^o ..... D^o
(M) The 24th of D^o ..... D^o

A true

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

A true Copy.

P. Spencer
Atty Defendt

Rangandom
Interpreter

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 wherein Trevembala Moodelly by his Attorney Joseph De Sylva is Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabitant Defendant.

On the Part and behalf of the Complainant

To all Witnesses... 1st... Do You or do You not know the Parties Complainant and Defendant in the title of these Interrogatories Named or either and Which of them. If Yea how long have You so known either and which of them Particularly Set forth and declare to the best of Your knowledge and belief.

To Nundeampaukum Eyak Moodely Chingleroya Moodelley... 2... Did You or did You not know that the Defendant executed a bond to the Complainant for the Sum of two Hundred Pagodas. If Yea look at the Cojan Writing Now shewn to You at this the time of Your examination and is it or is it not the identical bond executed by the defendant to the Complainant did or did not the defendant Grant the bond for the Said

Said Sum of two hundred Pagodas with his free will and Consent. Was or was not the said Sum or Consideration paid by the Complainant to the Defendant were You or were You not the Subscribing Witnesses thereto. Is or is not the Names Nundeampaukum Eyak Moodelly And Chingleroya Moodelly set and Subscribed as Witness thereto Your Proper Name and handwriting.

Adiaulambadoo Maureapa Moodelly 3... Did You or did You not draw the bond now shewn To You at this the time of Your examination Passed by the Defendant to the Complainant for the Sum of two hundred Pagodas and at what Place and time was the bond so executed. Is it or is not the Name Shevacosa Moodelly Mentioned in the said bond the Signature of the defendant. Did or did not the defendant receive the Consideration thereof from the Complainant. Is it or is not the Name Adeaulumbadoo Maureapan Subscribed thereon Your Own Name and handwriting.

Treekinapullee Soobaroyam... 4th... Did or did not the Complainant serve Colonel Mackenzie of Seventy eight Regiment in the Year of Our Lord One Thousand Seven hundred and eighty two at Saint Thome if Yea did or did not the defendant come to the Complainant during that time If Yea how often did he so come and what business did he come upon.

Nallapa Moodelly... 5th... Do You or do You not recollect that the defendt Came to the Complainant when he served Colonel Mackinzie at St Thome If Yea did or did not the defendant and Complainant also come together to Your house and did not they take Subsistance there and how often did they so come singly or together.

Vencatasawmey... 6th... Did or did not the Complainant in the Year One thousand Seven hundred and eighty three make a complaint to Soobaroya Chitty Against the defendant relative to enforce the payment of two hundred Pagds Due to the Complainant from the defendant. If Yea did or did not the said Soobaroya

Sorbarayar Chitty sends a Tallier to bring the said defendant before the Justice
Did or did not the Defendant thereupon wait on the said Sorbarayar Chitty
And did or did not the Defendant tell You that he owed some money to
the Complainant If Yea what Sum or Sums of Money did he mention he
to owe.

Venecatramiar } 7th Did or did not the Complainant Prefer a Com-
Mr. William Foster } plaint to Soonkoo Sashaichella Chitty Against the Defendant Relative to
a debt of two hundred Pagodas due to him by the Defendant and did or
did not the Defendant thereupon wait upon the said Soonkoo Sashaichella
Chitty if Yea what conversation passed between them

Rangapillay 8th Did or did not the Complainant produce Witnesses
to prove the Satisfaction of Rainadu & Pillay mentioned in the
Lydendhand Dubash Regarding the cause in dispute between the
Complainant and Defendant If Yea did or did not the said Witnesses
Testify that the Complainant sent the Sum of two hundred Pagodas
on this Bond

To Rangana Naick 9th Did You or did You not know that the
Complainant sent a Sum of two hundred Pagodas to the Defendant
on this Bond for the same If Yea at what place and in whose
Presence was the said sum so sent what did the Defendant tell You
at that time Regarding the said Money Relate the same fully and
Particularly to the best of Your belief Knowledge and Recollection as if You
had been Particularly interrogated thereto

Interrogatory lastly Do You know of any other matter or things or have You heard
or can You assert or say any thing touching the Matters in Question in this Cause that
May tend to the benefit and Advantage of the Complainant besides what You have
been before interrogated to If Yea declare the same fully and at large as if You
had

had been thereunto Particularly interrogated.

Sea. Ingles
Atty for the Compt.

Translation of a Bond or Obligation Dated the 17th of Runny Month in the Year
Called Soobakrood or Answering to Anno Domini the 27th of June 1782.

I Swaroopa Moodelier Son of Ponnamally Engineer Lawmmada
Moodelier do give this Bond to Tercoumbila Moodelier Son of Saint Thomie
Mount Venecatachella Moodelier That is to say

On my Urgent Occasion I have borrowed and Received of
You the Sum of (200) two hundred Star Pagodas Current Money of
Madras, which Sum I Promise to Pay You and Remand with Interest as
May become due thereon at the Rate of 9 p.C. per Annum, Thus I do
Give this Bond by my Consent Witnesses Nundanyakum Lyah
Moodelier and Chengelvarayen Moodelier by their Knowledge Drawn by
Adyalumpadoo Marcayen

(Signed)
Swroy Swaroopa Moodelier

Witnesses (Signed)
Lyah Moodelier
Chengelvarayen

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

Soobarayan
Interpr.

This Cadjon Writing now Produced and Shewn to Chungleroya Moodely Adiaulambadoo Maureapamoodelly at the respective times of their Examination before me on the Part of the Complainant and Defendant In a Certain Cause Now depending In the Honble the Mayor's Court at Madraspatnam wherein the said Teroovembala Moodelly is Complainant and Sevacosee Moodelly is Defendant was on the 19th Day of March and 13th Day of July Anno Domini 1789

Joseph Shawe
Ex^r

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph De Sylva Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Loobaroyam Dubash of Madras Aged thirty three Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the twenty Second Day of December One Thousand Seven hundred and eighty eight Signified at the Office of Mr Pullein Spencer who is Attorney for the Defendant by one of My Servants who also left him a Note of the Name Title and Place of Abode of the Said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Compl^t Trevembala Moodelly in this Cause, and that he hath so known him Seven Years or thereabouts And that he doth know the Defendant Sevacosa Moodelly in this Cause, and that he hath so known him Seven Years or thereabouts And More he saith not to this first Interrogatory

4th ..... To the fourth Interrogatory this Deponent Saith, that the Complainant did serve Colonel Mackenzie of the Seventy eight Regiment in the Year of Our Lord One Thousand Seven hundred and eighty two at St Thomé during which time the Defendant waited four or five times on the Complainant for the Purpose of borrowing Money And more he saith not to this or to the last Interrogatory

Joseph Shawe
Ex^r

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph De Silva Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Vencatasawmy Dubash of Madras Aged twenty five Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the Second Day of April One Thousand Seven hundred and eighty Nine Signified at the Office of Mr Pullien Spencer who is Attorney for the Defendant by One of my Servants 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 Trevembala Moodelly in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Sevacosa Moodelly in this Cause, and that he hath so known him Seven or eight Years And more he saith not to this first Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent Saith, that in the Year One thousand Seven hundred and eighty three the Complainant in this Cause did Make a Complaint to Soobaroya Chitty against the Defendt Relative to enforce the payment of two hundred Pagodas due to the Complainant from the Defendant And further saith, that the said Soobaroya Chitty did send a Talliar to bring the said Defendant before the

the Justice. This Deponent saith that the Defendant thereupon did Wait on the said Soobaroya Chitty And further saith that the Defendant did till him that he owed some Money to the Complt which Sum Amounted to twenty or thirty Pagd and more he saith not to this Sixth Interrogatory.

To the last Interrogatory this Deponent Saith, that the Defendant mentioned to him that he was not indebted the Sum of two hundred Pagodas as set forth in these Interrogatorys but executed the the Bond in question to the Complainant Merely with the View to recover its contents from the Defendants Brother And more he saith not to this last Interrogatory.

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph De Sylva Complainant & Sevacosa Moodelly by his Attorney Shevapaud Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Vencatraumiar Writer of Madras Aged thirty Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the twenty Second Day of December One thousand Seven hundred and eighty eight Signified at the Office of Mr Pullien Spencer who is Attorney for the Defendant by my Servants 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

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Trevembala Moodelly in this Cause, and that he hath so known him about Seven or eight Years and that he doth know the Defendant Sevacosa Moodelly in this Cause and that he hath so known him Six or Seven Years And more he saith not to this first Interrogatory

7th ..... To the Seventh Interrogatory this Defendant saith, that the Complainant did prefer a Complaint to Soonkoo Sashauchella Chitty (Mr Williams's Dubash) against the Defendant, relative to a debt of two hundred Pagodas due to him by the Defendant and that the Defendant did in consequence Wait upon the said Soonkoo Sashauachella Chitty, who recommended the Defendant to discharge the said doth of two hundred Pagodas, but Which debt, the Defendant Absolutely refused to Acknowledge Soonkoo Sashavchella Chitty therefore, as the only alternative left, advised the Complainant to Seek redress in the Major's Court And more he saith Not to the last Interrogatory

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph De Silva Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Rangapillay

Rangapillay Dubash of Madras Aged thirty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the Ninth Day of December One Thousand Seven hundred and eighty eight Signified at the office of Mr Pullien Spencer who is Attorney for the Defendant by one of my Servants 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 Trevembala Moodelly in this Cause, and that he hath so known him about fifteen Years And that he doth not know the Defendant Sevacosa Moodelly in this Cause And more he saith not to this first Interrogatory

8th ..... To the Eighth Interrogatory this Deponent Saith, that the Compt.t did Produce Witnesses to prove to the Satisfaction of Raumah Pillay since deceased (Colonel Sydenhams Dubash) regarding the Cause in dispute between the Complainant and Defendant. This Deponent further Saith, that Raumah Pillah Mentioned to the Complainant, that if he would produce Creditable Witnesses, the Defendant would discharge the two hundred Pagodas, the Amount of the Bond in question: a few days after which, the said Complainant brought one Rauganah a Dubash, who declared he was present at the time of the Compt.t Paying the Defendant the Sum of of One hundred Pagodas, and further Said, that about eight days after this transaction, he the said Rauganah Met the Defendant, and Asked if he had Received the remaining One hundred Pagodas who Answered in the Affirmative And further saith Not to this or to the last Interrogatory

Joseph Shawe
Exr

Mayor's Court at Madraspatnam

Between Irwembala Moodelly by his Attorney Joseph De Silva Complainant and Sevaccoa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Chinglerova Moodelly Dubash of Madras Aged Twenty Seven Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the Thirteenth Day of July One Thousand Seven hundred and Eighty Nine Esquire on the Allowance of Mr James Stuart Hall who is Attorney for the Defendant by Leave of my Lord Mayor sworn to the Interpretation of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as follows viz.

1st to ..... To the first Interrogatory this Deponent saith, that he doth know the Complt Irwembala Moodelly in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the Defendant Sevaccoa Moodelly in this Cause, and that he hath so known him the same Number of Years And answers he saith not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith, that he doth know that the Defendant did execute a bond to the Complainant for the Sum of Two hundred Pags and further saith, that he hath looked at the Ledger Writing now shown to him at this the time of his Examination and says, that it is the Identical Bond executed by the Defendant to the Complt This Deponent saith, that the Defendant did grant the bond for the said Sum of two hundred Pags with his own Will and Consent and further Saith

Saith that at the time he was not Present when the said Sum or consideration was Paid to the Defendant by the Complainant, however the Defendant did Acknowledge that he had Received the said Sum of two hundred Pags This Deponent Saith, that he was a Subscribing Witness to the Bond in question And further Saith, that the Name Chinglerova Moodelly set and Subscribed as a Witness thereto, is his own proper Name and hand Writing with respect to the other Subscribing Witness Nundecampaukeum Eyah Moodelly This Deponent Saith, that he was told by him, that he had Subscribed his Name as a Witness to the aforementioned Bond of two hundred Pagodas and More he saith not to this or to the last Interrogatory

Joseph Shane

Mayor's Court at Madraspatnam

Between Irwembala Moodelly by his Attorney Joseph De Silva Complt and Sevaccoa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabt Defendant

On the Part of the Complainant

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

Raugana Naick Dubash 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 fifth Day of December One thousand seven hun-
dred and eighty eight Signified at the office of Mr Pulliend Spencer who is Atty
for the Defendant by Andrew Lewandewo who also left in the said Notes 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.

To the 1st Interrogatory this Deponent saith, that he doth know the
Complainant Lowendalah Moodelly in this Cause, and that he hath done
known him, from his this Deponents Infancy and that he doth
know the Defendant Swaroop Moodelly in this Cause, and that he hath
known him fifteen or Sixteen Years - And more he said not to this
first Interrogatory -

To the 2nd Interrogatory this Deponent saith, that he was not present
at the time the Complainant and
Defendant in this bond but says, that he was present when the Complainant
lent to the Defendant the Sum of One hundred Pagodas on this Receipt at
Cloud Mackays Godowns at St Thomé - and this Deponent further saith,
that the Complainant promised at the same time to lend the Defendant two
additional One hundred Pagodas in a Week time, this Deponent saith,
that about a fortnight after the above transaction, he Accidentally met
the Defendant at St Thomé, when he asked him, if the Complainant had
fulfilled his promise in advancing the One hundred Pagodas in question how
when the Defendant Replied in the Affirmative, and further mentioned,
that he had executed a bond to the Complainant for the Sum of two hundred
Pagodas - And more he said not to this 2nd the Interrogatory -

To the last Interrogatory this Deponent saith, that in a certain conversation
that passed between this Deponent and the Defendant the latter observed, that
he had Attained the age of twenty three Years - And more he said not to this last
Interrogatory -

Joseph Shawe Esq.

Additional Interrogatories to be
Administered to such Witnesses as shall be produ-
duced Sworn and examined in a certain Cause
Now depending and at Issue in the Honble the
Mayors Court wherein Lowendalah Moodelly by
his Attorney Joseph De Sylva of Madras Inhabitant
is Complainant and Swaroop Moodelly by his
Attorney Shivapadee Moodelly also of the same
Place Inhabitant Defendant -

On the part and behalf of the Complainant

To all the Witnesses
Lootoya Moodelly -
Cundaya Moodelly
Coonyaya Moodelly
Mootia Moodelly -

1st Int. Do You or do You not know the parties Complainant and Defendant in this Cause and Each of them - If Yea how long have You so Known either and which of them - If Yea declare to the best of Your knowledge and belief particularly set forth and Declare -

2nd Int. Did You or did not the Defendant in this Cause when he borrowed the money mentioned in the Complainants Bill of Complaint from the Complainant that he was about twenty three Years of age -

Interrogatory Lastly - Do You know of any other matter or thing or have You heard or can You set forth any thing touching the matters in Question in this Cause that may tend to the benefit and Advantage of the Complainant besides what You have been before Interrogated to - If Yea declare the same fully and at large as if You had been thereunto particularly Interrogated -

Sha. Inales
Atty for the Complt

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph de Sylva of Madras Inhabitant Complainant and Sevacosa Moodelly by his Attorney Thevapadoo Moodelly also of the same place Inhabitant Defendant

On the Part of the Complainant

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

Loobaroy Moodelly Dubash 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 thirtieth Day of January One thousand Seven hundred and eighty eight Signified at the Office of Mr. Pullien Spencer who is Attorney for the Defendant by One of my Servants 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 Trevembala Moodelly in this Cause, and that he hath so known him Seven Years or thereabouts — And that he doth know the Defendant Sevacasa Moodelly in this Cause and that he hath so known him Seven Years or thereabouts — And more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that the Defendant did till him a few days after he borrowed the money from the Complainant Mentioned in the Complainant bill of Complaint; that he (the Defendant) was about twenty three Years of Age — And more Saith not to this or to the last Interrogatory.

[illegible]

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph De Sylva of Madras Inhabitant Complainant and Sevacosa Moodelly by his Attorney Thevapadoo Moodelly also of the same place Inhabitant Defendant

On the Part of the Complainant

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

Cundapah Moodelly Conicoply of Shediaucoopam Aged twenty Six Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the twelveth day of March One thousand Seven hundred and eighty Nine Signified at the Office of Mr. Pullien Spencer who is Attorney for the Defendant by One of my Servants who also left him a Note of the Name Title and Place of Abode of the Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Trevembala Moodelly in this Cause, and that he hath so known him Seven or eight Years — and that he doth know the Defendant Sevacosa Moodelly in this Cause, and that he hath so known him Seven or eight Years — And more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith, that at the time the Defendt borrowed the Money Mentioned in the Complainants Bill of Complaint from the Complainant that he did hear the Defendant mention to some people Present, that he was twenty three Years of age — And further saith not to this or to the last Interrogatory.

[illegible]

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph de Silva of Madras Inhabitant Complainant and Sevacosa Moodelly by his Attorney Thevapadoo Moodelly also of the same place Inhabitant Defendant

On the part of the Complainant

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

Goorupada Moodelly Conicoply 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 fifth Day of August One Thousand Seven hundred and eighty Nine Signified at the Office of Mr James Stuart Hall who is Attorney for the Defendant by One of my Servants 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 Compt Trevembala Moodelly in this Cause, and that he hath so known him thirteen Years or thereabouts and that he doth know the Defendant Sevacosa Moodelly in this Cause, and that he hath so known him Nine Years or thereabouts And More he saith not to this first Interrogatory

2d ..... To the Second Interrogr this Deponent saith, that the Defendant did mentioned to him in the presence of four other persons that he was about twenty three Years of Age but doth not know, whether the Defendant did borrow the Money from the Complainant mentioned in the Complainants bill of Complaint And further saith, that he well remembers the Defendants frequently Attending the Complainant at St Thomé, for the purpose of borrowing Money And More he saith not to this, or to the last Interrogatory

[illegible]

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph De Silva of Madras Inhabitant Complainant and Sevacosa Moodelly by his Atty Thevapadoo Moodelly also of the Same place Inhabitant Defendant

On the Part of the Complainant

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

Mootia Moodelly Butter: Man of Madras, Aged fifty Years or thereabouts being Produced as a Witness in this Cause On the part of the Complainant Was on the twenty first day of February One Thousand Seven hundred and eighty Nine Signified at the Office of Mr Pullien Spencer who is Attorney for the Defendant by One of my Servants 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 Trevembala Moodelly in this Cause and that he hath so known him from his Infancy, and that he doth know the Defendt Sevacosa Moodelly in this Cause, and he hath so known him four or five Years And more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that he is Acquainted With the circumstance of the Defendant borrowing the Sum of Thirty Six Pagodas but that no mention was made of the Age of the Defendant And further Saith not to this or to the last Interrogatory

Joseph Shawe
Exr

Additional Interrogatories

To be Administred to such Witnesses as shall be Produced Sworn and Examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madras pat^d and Wherein Irawen balas Modelly by his Attorney Joseph Rodrigo da Silva is Complainant and Irawen asa Modelly by his Attorney Chenaya nadas Modelly of Madras Inhabitant is Defendant

On the Part and behalf of the Complainant

To all the Witnesses } 1st Interrogatory — Do You know or do You not know the parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them? If Yea how long have You so known either and which of them particularly set forth and Declare to the best of Your Knowledge Remembrance and belief

Goorhadoom Vencatachellum Modelly } 2 — Were You or Either of You not sometime in the last Year of Ryder Alley at the said Complainants House and while You were Discoursing upon the Subject of some business with him Whether he did or did not send his Peyal to be at Chenglevoy Dubachi and whether the said Chenglevoy Dubachi did or did not come there and whether the said Complainant did or did not Say to him that he had prefered a Complaint to the Justices of the Peace against the said Defendant about the Two hundred Pagodas which he was bound to him and that the said Chenglevoy did or did not set his hand as a Witness to that Bond which he was granted by the said Defendant and whether the said Complainant did or did not tell the said Chenglevoy that he is Always employed in his Masters business and had no time to Spare upon his own Affairs and whether he did or did not intreat the said Chenglevoy

Chenglevoy to Assist him for above Two or three Months to Attend to the Justices and whether the said Complainant did or did not promise to give him the said Chenglevoy something for his trouble and whether the said Chenglevoy did or did not promise to Assist and whether he did or did not Ask a Reward of Ten Pagodas worth of Jewels or Earings and whether the said Complainant did or did not promise him such Compensation and Whether the said Complainant did or did not tell the said Chenglevoy that he should give an Obligation or Agreement to attend upon the business for about Three Months or to have no Right or Pretension to Ask the Reward as promised and the said Agreement and whether the said Chenglevoy did or did not immediately desire Venatachellum Modelly to Draw out an Agreement for the purpose aforesaid Look at the Cause and Agreement now shewn to You at this time of Your examination and whether You did or did not Set or Subscribe Your Names as Witnesses and whether the said Complainant did or did not also give another Agreement to the said Chenglevoy concerning the said business? Relate the same fully and particularly to the best of Your knowledge and belief as if You had been particularly Interrogated thereto

Interrogatory Lastly } Do You know of any other Matter or Thing or have You heard or can You assert any thing touching the matters in Question in this Cause that may tend to the benefit and Advantage of the Complt besides what You have been before Interrogated to If Yea Declare the same fully and at large as if You had been thereunto particularly Interrogated

Chas. Ingles
Atty for the Complt

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

Gowrdoom Comicopoly 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 Seventeenth Day of Augst One thousand Seven hundred and Eighty Nine Sign[ified] at the Office of Mr. James Stuart Hallowbois Attorney for the Defendant by one of my Servants 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 follow viz.t

1st to ..... To the first Interrog. This Deponent saith, that he doth know the Complt. Jowrumbalar Moodelly in this Cause, and that he hath been known him Thirteen Years or thereabouts. And that he doth know the Defendant Swarocca Moodelly in this Cause, and that he hath been known him Nine Years or thereabouts. And Deponent saith not to this first Interrog.

2 ..... To the second Interrog. This Deponent saith, that he was not at any time in the last Year of Hyder Ally at the said Complts. House, nor did he discourse with him upon any business. And further saith, that he doth not know whether the said Complt. did send his people at that time to call Chengleroy Dubash but he does know that the Complt. did send his Servant to call him last Month. And that the said Chengleroy did Accordingly wait upon him. This Deponent saith, that the said Complt. did say to him that he had preferred a Complt. to the Justices of the peace Against the said Defendt. about the two hundred Pags which was lent to him. And further saith, that he doth not know whether the said Chengleroy did or did not set his hand as a Witness to the Bond which was granted by the said Defendant. This Deponent saith, that the Complt. did tell the said Chengleroy that he was always employed in his Masters business

business, And had no time to spare for his own Affairs, and further saith, that the said Complt. did entreat the said Chengleroy to assist him for about two or three Months to attend to the Justices. This Deponent saith, that the said Complt. did promise to give him the said Chengleroy some thing for his trouble. And that the said Chengleroy did promise to assist. And further saith, that the said Chengleroy did ask a Reward of two Pags Worth of Jewels or earings. And that the said Complt. did promise him such recompencation This Deponent saith, that the said Complt. did tell the said Chengleroy, that he should give and obligation or Agreement to Attend upon the business, for about three Months, or to lose no right or pretensions to ask the reward as promised in the said Agreement. And further saith, that the said Chengleroy did immediately desire Venkatachellum Moodelly to draw out an Agreement for the purpose aforesaid. This Deponent saith, that he has looked at the said Agreement now shewn to him at this the time of his examination. And further says, that he did not and subscribe his Name as a Witness to the Execution of the said Agreement. This Deponent saith, that he doth not know whether the said Complt. did give and other Agreement to the said Chengleroy concerning the said business. And more the said Deponent saith not to this or to the last Interrog.

Sworn before

Joseph Shawe Esq.r

Mayor's Court at Madrasapatanam

Between Jowrumbalar Moodelly by his Attorney Joseph de Silva Complainant and Swarocca Moodelly by his Attorney Shevagnaudar Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

Depositions

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

Vencatachellum Moodelly Butter Man of Madras, Aged thirty One Years or thereabouts being Produced as a Witness in this Cause on the Part of the Compl.t was on the thirty first day of Aug.t One thousand Seven hundred and eighty Nine Signified at the Office of Mr. James Stuart Hall who is Attorney for the Defendant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth

1st ------ To the first Interrogatory this Deponent Saith, that he doth know the Complainant Trevembala Moodelly in this Cause, and that he hath so known him Nine Years or thereabouts and that he doth not know the Defendant Sevacasa Moodelly in this Cause And more he Saith not to this first Interrogatory

2d ------ To the Second Interrogatory this Deponent Saith, that he was Sometime in the last War of Hyder Alley at the said Compl.t House, and that while he was discoursing upon the Subject of Some business with him, the said Compl.t did send his people to call Chengleroy Dubash And further saith, that the said Chingleroy did came there this Deponent saith, that the said Compl.t did say to the said Chengleroy Dubash, that he had preferred a Complaint to the Justice of the Peace Against the said Defendant for the Sum of two hundred Pag.s which was lent to him And further saith, that he hath heard, that the said Chengleroy did Set his hand as a Witness to the Bond which Was Granted by the said Defendant. This Deponent Saith, that the said Compl.t did tell the said Chengleroy that he was Always employed in

in his Masters business, and had no time to spare for his own Affairs And further saith, that the Complainant did entreet the said Chengleroy to Assist him for about two or three Months to Attend to the Justice. This Deponent Saith, that the said Compl.t did promise him the said Chengleroy Dubash to give Some thing for his trouble And that the said Chengleroy did Promise to Assest And further saith, that he the said Chengleroy did Ask a reward of ten Pag.s worth of Jewels or Earings. This Deponent Saith, that the said Compl.t did promise him such compensation And further saith, that the said Compl.t did tell the said Chengleroy that he should give an Obligation or Agreement to Attend upon the business for about three Months, or to have no right or Pretension to ask the reward as promised in the said Agreement. This Deponent Saith, that the said Chengleroy did immediately desire this Deponent to draw Out an Agreement for the purpose aforesaid And further Saith, that he hath Looked at the Cadjan Agreement now shewn to him at this the time of his Examination and says, that he did set and Subscribe his Name as a Witness to the due execution of the said Agreement. This Deponent Saith, that he was informed by the Complainant that he intended to give an other Agreement to the said Chengleroy concerning the said business And more he Saith not to this or to the last Interrogatory

[illegible]

Joseph Shawe
Ex.r

Additional Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a certain Cause now depending and at Issue in the Honble the Mayors Court at Madraspatnam Betweenbalas Moodelly by his Attorney Joseph de Silva Complainant and Devacessa Moodelly by his Attorney Shiva ganda Moodelly of Madras Inhabitant Defendant On the Part and Behalf of the Complainant

To all the Witnesses and Defendant in the Title of these Interrogatories Named or either and Particularly Set forth and Declare to the best of Your Knowledge Remembrance and Belief

1st Do You know or Do You not know the Parties Complainant and Defendant in the Title of these Interrogatories Named or either and which of them, If Yea how long have You so known either and which of them,

Soobramanny Moodelly Cancerply Examined in the Carnatick that Colonel Mackenzie then lived at

2d Do You or Do You not Recollect when the War with Hyder Ally Commenced in the Carnatick that Colonel Mackenzie then lived at St Thome If Yea Say or Was not the said Complainant Head Dubash to St Thome If Yea Say or Was not You not this Head Cancerply If Yea Declare that Gentleman and was or was You not this Head Cancerply If Yea Declare

Do You know or Do You not know Whether the Defendant who is the Son of Engineer Sawmy Nadah Moodelly did or did not Come to St Thome and Requested the said Complainant to grant them the Loan of Two hundred Pagodas on his Bond And did or did not the promise to pay the same unto the Compt at or before the expiration of Six Months with Interest at the Rate of Nine p Cent p Annum, And did he or did he not further promise and Engage to and with the said Complainant that in case of his failing to pay the Principal and Interest that he would then give and Grant unto the said Compt a Piece or Parcell of Ground at Madras If Yea Declare Do You know or do You

You not know whether the Complainant in Consequence of the Request of the said Defendant did or did not order and direct You to Advance him the Sum of One Hundred Pagodas and take his Receipt for the same, and whether the said Complainant did or did not further order and direct You to Advance the sum of One Hundred Pagodas more in Eight Days time and take the said Defendants Bond for the said Sum of Two Hundred Star Pagodas and whether the said Sum was or was not paid by You and whether the Bond of Two hundred Pagodas was or was not Voluntarily Granted by the said Defendant to the said Complainant And whether the Receipt of One Hundred Pagodas was or Was not delivered up to the said Defendant or otherwise Set forth & Declare according to the best of Your knowledge Remembrance and belief touching or Concerning these Interrogatories

3d Was You or Was You not on or about the Tenth Day of January in the present Year of Our Lord One Thousand Seven Hundred and Eighty three at the House of the said Complainant and while You were discoursing with him, whether One Marcapala Moodelly the Person who has Drawn the Bond of Two Hundred Star Pagodas from the Defendant to the Complainant did or did not come there, And whether the said Complainant did or did not Ask the said Marcapala Moodelly what Business made him to come there And Whether the said Marcapala Moodelly did or did not Answer that the said Defendant did send for and Instructed him to be a Witness on the part and behalf of the said Defendant falsely to give his Evidence that the said Complainant did tell him to Declare that the Defendant is about Twenty four Years of Age and that he has seen the Sum of One Hundred Pagodas paid to the said Defendant and that the Bond was Granted on Account of his the said Defendants Brothers Sake and if the said Marcapala Moodelly would give such false Evidence, he the said Defendant Promised to give him a Reward of One Hundred Pagodas for which the said Marcapala Moodelly refused, If Yea Did or Did not the said Marcapala Moodelly beg of the said Complainant to let him have the Sum

Sums of Fifty Pagodas if You Did or Did not the said Complainant tell the said Marcayah Mondelly that he has no Cash by them to give him And Whether the said Marcayah Mondelly did or did not Answer that as the said Defendant Promised to give him One Hundred Pagodas he would go and Receive from him. Set forth According to the best of Your knowledge and belief And the particular reasons and Circumstances thereof fully and at large Declare.

The Gooroodoom ... Ans ..... Was You or Was You not after the Commencement of the Suit by the said Complainant against the said Defendant, at the house of the said Complainant And while You and the said Complainant were Discoursing together whether One Parsaramah Dubash did or did not come there And whether the Complainant did or did not Ask the said Parsaramah what Business made him to come there, and whether the said Parsaramah did or did not Answer the said Complainant that he was sent down by the Defendant to make up the disputes between the said Complainant and Defendant, and that the said Defendant Promised to pay the Principal Interest and Court Charges and entreated the said Complainant not to proceed further If Yea Did or Did not the said Parsaramah tell the said Complainant that if the said business should be settled by his Means and when the Principal, Interest and Court Charges are paid, he must have a Reward of Ten Pagodas, If Yea Did or Did not the said Parsaramah Reply to the said Compltt that if the said business is settled he would give him a Reward of Four Pagodas for his trouble taken therein, If Yea Did or Did not the said Parsaramah Agree thereto Look on the Paper now produced and Shewn to You at this the time of Your Examination, Did or Did not the said Paper Drawn by the said Parsaramah for the purpose aforesaid If Yea Did or Did not the said Parsaramah Sign and Deliver the said Paper unto the said Complainant, and whether he did or did Not request You to Set Your Name as a Witness thereto, If Yea Did or Did not the said Complainant Pass a Note of Hand for Four Pagodas to be

Paid

Paid unto him after the said Principal, Interest and Court Charges being paid to the said Complainant. Relate the same fully and particularly to the best of Your knowledge and belief as if You had been particularly Interrogated thereto.

To all the Witnesses Last ... Do You know of any other Matter or Thing or have You heard or can You Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the said Complainant besides what You have been herein before Interrogated into If Yea Declare the same fully and at large as if You had been thereunto particularly Interrogated.

Jno: Ingles
Atty for the Compltt

Translation of an Agreement or Receipt Dated 10th Mauvey of Kielacal year Answering to Anno Domini 20th February 1789.

I Parsaramanah do give this Agreement or Receipt to Innembalah Mondelly ar.

Whereas I do promise to Accommodate the Matter and disputes between Siwa Cossen and You and Recover Your Principle and Interest together with the Charges Attending the Court and there You are to pay Me the four Pagodas for which You gave me a Writing Bond You are also to pay the said four Pagodas and if I do not reconcile the Matter

Thus

Witnesses Signed
Goorooyasedom

Signed Parsaramanah

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

Rangnayadom
Interpreter

This Paper Writing now Produced and Shewn to Goorbadoom at the time of his Examination before me on the Part of the Complainant In a Certain Cause Now depending in the Hon^r^ble the Mayor's Court at Madraspatnam wherein the said Teroovembala Moodelly is Complainant and Sevacosa Moodelly is Defendant was on the 5th day of August Anno Domini 1789

Joseph Shawe
Ex^r^

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph de Silva Complainant and Sevacosa Moodelly by his Attorney Thevapauda Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Soobramany Moodelly Conicoply of Shediancoopem Aged twenty Six Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant Was on the twenty fifth day of May One Thousand Seven hundred and eighty Nine Signified at the Office of Mr Pullein Spencer who is Attorney for the Defendant by One of my Servants 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 Trevembala Moodelly in this Cause, and that he hath so known him ten Years or thereabouts and that he doth know the defendant Sevacosa Moodelly in this Cause, and that he hath so known him Eight Years or thereabouts, And more he saith not to this first Interrogatory

2^d^ ..... To the Second Interry^r^ this Deponent saith, that he doth recollect when the War with Hyder Ally commenced in the Carnatic, that Colonel Mackenzie then lived at St Thomé And further saith, that the said Compt^t^ was head Dubash to that Gentleman, And that this Deponent was head Conicoply, this Deponent Saith, that he doth know that the Defendant Who is the Son of Engineer Sawmy Nadah Moodelly did come to St Thomé

Thomé and Request the said Complainant to grant him the loan of two hundred Pag.s on his bond. And further saith, that he doth not know that he Promised to pay the same unto the Compt.t at or before the Expiration of Six Months with interest at the rate of Nine ℘ Cent ℘ Annum. This Deponent Saith, that he hath heard that the Defendant did promise and engage to and with the said Compt.t that in case of his failing to pay the principal and interest, that he would in lieu thereof give and grant unto the said Compt.t a peice or parcel of Ground at Madras. And further saith that the Compt.t did in consequence of the request of the said Defendant direct him (this Deponent) to advance the Defendant the Sum of One hundred Pag.s and take his Receipt for the same. This Deponent saith, the said Compt.t did further order and direct him to advance the Sum of One hundred Pag.s more, in eight days time but did not order him to take the said Defendant's bond for the said Sum of two hundred Star Pag.s and further saith, that the said Sum was paid by him, and that the Bond for the aforementioned two hundred Pag.s was Voluntarily granted by the said Defendant to the said Compt.t This Deponent Saith, that the receipt for one hundred Pag.s was delivered up to the said Defendant. And More he saith not to this Second Interrogatory.

3.d ..... To the third Interrogatory this Deponent saith, that he was about the tenth day of January in the present Year of Our Lord One Thousand Seven hundred and eighty Nine at the House of the said Compt.t and that whilst he was discoursing with him, One Marcapah Moodelly the person who drew the bond for two hundred Star Pag.s from the Defendant to the Compt.t came there, and that the said Compt.t Asked the said Marcapah Moodelly what business made him come there, to which the said Marcapah Moodelly Answered, that the said Defendant did send for and entice him

him to be a Witness on the part and behalf of the said Defendant and falsely to give his evidence, that the said Complainant did tell him to declare that the Defendant was about twenty four Years of Age, and that he had Seen the Sum of One hundred Pag.s paid to the said Defendant, & that the bond was granted on Account of his, the said Defendant's Brother's sake. And that if the said Marcapah Moodelly would give false evidence, he the said Defendant promised to give him a Reward of One hundred Pag.s which the said Marcapah Moodelly refused. This Deponent Saith, that the said Marcapah Moodelly did beg of the said Compt.t to let him have the Sum of fifty Pag.s And further saith, that the said Compt.t did tell the said Marcapah Moodelly that he had no Cash then to give him. This Deponent Saith, that the said Marcapah Moodelly did Answer as the said Defendant promised to give him One hundred Pag.s he Would go and Receive it from him. And further Saith not to this or to the last Interrogatory.

[illegible]

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } Between Trevembala Moodelly by his Attorney Joseph de Silva Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly of Madras Inhabitant Defendant

On the Part of the Complainant

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

Goorbadoom

Goorbadoom Conicoply 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 fifth day of August One Thousand Seven hundred and eighty Nine Signified at the Office of Mr. James Stewart Hall who is Attorney for the Defendant by One of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent & 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 Compt. Trevembala Moodelly in this Cause, and that he hath so known him thirteen Years or thereabouts — And that he doth know the Defendant Sevacosa Moodelly in this Cause and that he hath so known him Nine Years or thereabouts — And More he saith not to this first Interrogatory —

4th ..... To the fourth Interrogatory this Deponent saith, that he was after the Commencement of the Suit by the said Complainant Against the said Defendt. at the house of the said Complainant — And further saith, that while he and the said Compt. were discoursing together, one Parsaramah Dubash did Come there — This Deponent saith, that the Complainant did Ask the said Parsaramah did Answer the said Compt. that he was sent down by the Defendant to Make up the dispute between the said Compt. and the Defendant, and that the said Defendant promised to pay the principal and Interest and Court Charges, and entreated the said Complainant Not to proceed further — This Deponent saith, that the said Parsaramah did tell the Compt. that when the said business should be settle by his Means, and the principal, Interest, and Court Charges should be paid, he the said Parsaramah, must have a Reward of ten Pags. — And further saith, that the said Compt. did reply to the said Parsaramah, that when the said business should be settled, he would give him a Reward of four Pags. for his trouble taken therein — And that the said Parsaramah did Agree thereto. This Deponent hath looked at the paper Writing produced and

And shewn to him at this the time of his examination, and says, that the said Paper Writing was drawn by the said Parsaramah for the purpose aforesaid — And further saith, that the said Parsaramah did Sign and deliver the said Paper unto the said Compt. — And that he the said Parsaramah did Request this Deponent to Set his Name as a Witness thereto. This Deponent saith, that the said Compt. did Pass a Note of hand for four Pags. to be Paid unto him after the said Principal, Interest and Court Charges, should be paid to the said Complainant — And more he saith not to this or to the last Interrogatory —

Joseph Shawe
Exr.

Additional Interrogatories

to be Administred to such Witnesses as shall be produced Sworn and Examined in a Certain Cause now at issue in the Honble the Mayor's Court wherein Terooembala Moodelly by his Attorney Joseph de Selva is Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly is Defendant on the part and behalf of the Complainant —

To all the Witnesses } 1st — Do You know the parties Complainant and Defendant or any and which of them and how long have You so known them or either and which of them Declare? —

Vellapah Moodelly late Dubash to Counceller Morgan William Esqr. } 2d — Do You know or Do You not know whether the Complainant did or did not Serve Col. McKenzie in

in the Capacity of a Dubash while he was at Saint Thome during the Disterbances last War with Hyder Ally Declare. Did You or did You not on Account of Friendship go often to the Complainant at Saint Thome and Stay there four or five Days at a time with him and whether the Defendant did or did not bring out of Saint Thome and keep there a Woman of bad Fame, Was he or Was he not then a Particular Friend to You as well as to the said Complainant. Did You or Did You not Ask the said Defendant how he got Money to bear his Expences and whether he did or did not Acquaint You that the Compt. always Advanced him as much money as he wanted for his Expences, and Whether You did or did not hear from the said Complainant that he always did Assist the Defendant with money. Do You know or Do You not know Whether the said Defendant was or was not then reputed an honest Man, or what Character did he hear Declare to the best of Your knowledge Remembrance and belief touching or Concerning this Interrogatory.

Candapah Moodelly late Dubash to Councellor George Stratton Esqr. ... 3d ... Was You or Was You not an intimate Friend to Sawmy Nadah Moodelliar Dubash to Engineer Call, and whether You did or did not on Account of Friendship go every day to his House to Speak with him. Was You or was You not in the House of the said Sawmy Nadah Moodelliar on or about the Month of January in the Veearama Varsham Malabar Style Answering to Anno Domini One Thousand Seven Hundred and fifty Nine when the said Defendant was born and whether he is or he is not now about Thirty Years of Age Declare all that You know touching or concerning this Interrogatory.

Last To all the Witnesses ... Do You know of any Matter or things that may tend to the benefit and Advantage of the Complainant in this Cause. if Yea declare the same as fully as if You had been thereunto Particularly Interrogated.

Cha: Ingles
Atty for the Compt.

Mayor's Court at Madraspatnam } Between Teroovembala Moodelly by his Attorney Joseph de Silva is Complainant and Sevacosa Moodelly by his Attorney Shevapauda Moodelly 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

Candapah Moodelly Late Dubash to Counsellor George Stratton Esqre Inhabitant of Madras Aged Seventy Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the tenth day of October One Thousand Seven hundred and eighty Nine Signified at the Office of Mr. James Stewart Hall who is Attorney for the Defendant 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 Teroovembala Moodelly in this Cause, and that he hath so known him five or Six Years. And that he doth know the Defendant Sevacosa Moodelly in this Cause, And that he hath so known him from the time of his birth. And more he saith not to this first Interrogatory.

3d ... To the third Interry this Deponent saith, that he was an intimate friend of Sawmy Nadah Moodeliar Dubash to Engineer Call and further saith, that he did on Account of friendship go every day to his House to speak with him. This Deponent saith, he was in the House of the said Sawmy Nadah Moodelliar on or about the Month of January in the Veearama Varsham Malabar Style Answering to Anno Domini One Thousand Seven hundred and fifty Nine, when the said Defendant was born. And further saith that the Defendant is about Thirty Years of Age. And more he

heard or do believe Together with the reasons of such Your belief Declared

To Raman — 6th Do You or do You not Know the Defendant from his infancy If Yea was he or was he not Same time age and when intimate with the Defendant and did the Complainant or did he not always entice the Defendant and cause him to be given entirely to Debauchee and other Vices and did the Complainant or did he not Advise Aid and Assist the Complainant to sell a Pair of Gold Ear Rings which the Defendant wore on his Ears If Yea To what Extent or Value was the Amount Thereof Applied to either by the Complainant or Defendant or both which of them Declare the whole You know have been informed or do believe Together with the reasons of such Your belief

To Wannycoda Vauteyar and Annah Vauteyar — 7th 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 Registry of the Birth of the Defendant in the Tittle of these Interrogatories Named If Yea was the same Kept and by who wrote at the same and what Land the Customs among those of the Malabar Castes on Occasions of such Registry are they or are they not looked upon as Valid and full faith and Credit paid to them Declared

To Sammy Eyah Vasey — 8th Look at the Cadjan Writing now shewn to You at this the time of Your Examination Marked A is or is not the same a true Account and Registry of the Birth of the Defendant in the Tittle of these Interrogatories Named and have You met at Different time or times Examined the same on Occasions of Your Reporting these Circumstances as are necessary for the good of the Defendant from the Planet she was born

To all the Witnesses — 9th Do You know of any other matter or things or have You heard or can You say any thing touching the Matters in Question in this Cause that may Tend to the benefit or Advantage of the Defendant If Yea Declare the same as You know have heard or do believe Together with the reasons of such Your belief as fully as if You had been thereunto particularly Interrogated

P. Puncee
Def.t

Translation of an Horoscope or Calculation of Nativity

The Effect of Writing this Calculation of Nativity will Consider the Child all manner of Happyness until the 45th Year and increase and the Generation or Posterity in a Prosperous Manner and declicidate the Natures of good and bad Actions of former Births or Transmigrations

Our the 13th of Parabauvey in the Year Called Parthy Joab belonging to the Epocha of Salyavaugannum 1787 Answering to the 23rd of September Anno Dominii 1765 A good Fortunate day being Wednesday Consisting 30th Indian Hours since the Day time when Acaudassy 9 M Continued 20 3/4 Indian Hours Jenwaunum 9 3/4 1774 Jencurrence 9 M 9 3/4 And 9 Badrawaday 9 D 20 3/4 Joyacheand 9 M Commencing after 26 3/4 Hours of this Day or about 4th was by the Grace of God born the 4th Child of Named Shivacoram of Sacumma udas Modelliyar of Poonamelly

The Positions of the Planets being as follows

The Sun was in the 12th or last Constellations Virgo in the 4th part of Star Hastah 9 H The Moon was in the 4th House Capricorn and in the 4th part of the above named Jenwaunum the Natal Star Mars and Cadas Draconis were together in the 11th House Leo in the 3rd and 4th part of Star Jenwaun 9 M Mercury in 12th House and irregular Course in the second part of Star Westhirond 9 H Jupiter was in Cancer the 10th House in the 3rd Part of Star Nayelyan 9 M Venus was in Libra the Natal Sign in the 4th part of Swaley Star 9 K Saturn was in the 8th House of Taurus in the 4th of the Bohemy 9 L and Caput Draconis was in the 5th Constellations Aquarius in the 3rd Part of Star Sadiam 9 M The whole Hours of the Natal Star

Called

Called Teruvonum Continued 31/4

(A) The Eleventh day of the Fortnight

(B) The 22d of the Indian Wondering Stars which are 27 in Number and by which Names of the days are as well Called as by the Names of Planets

(C) One of the 27th Yogales which the Indian Astrologers maintain to be the 4th division or Number of a Day

(D) One of the 11 Curnums which is the 5th Member of a Day

(E) A bad space of time or unlucky Hour Appearing in a Day

(F) The 13th of the above Number of Stars

(G) The 11th of Do ..... Do

(H) The 12th of Do ..... Do

(I) The 9th of Do ..... Do

(K) The 15th of Do ..... Do

(L) The 4th of Do ..... Do

(M) The 24th of Do ..... Do

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

Ranganaudom

Interpreter

This Cadjan Writing Marked A Marcheiwn to Runah Vauteyar and Sawmy Eyah Vesay at the respective times of their Examination before me and the Last of the Defendant In a Certain Cause now depending In the Honble The Mayors Court at Madrasspatnam wherein the said Innumbalar Modelly is Complt and Swaacoosa Modelly is Defendant was on the 18th Days of March and 30th April Anno Domini 1789

Joseph Shawe
Ex.r

Mayors Court at Madrasspatnam

Between Innumbellam by his Attorney Joseph de Silva Complt And Swaacoosa Modelliarby his Attorney Swappatha Modelliar of the same Place Defendant

On the Part of the Defendant

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

Ramaul Modelliar Dubash of Madras Aged twenty Seven Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the twenty Ninth day of May One Thousand Seven hundred and eighty Nine Sign[ified] at the Office of Mr Charles Englis who is Attorney for the Complainant by One of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth

1st to the first Interrogatory this Deponent saith, that he doth know the Compl[t] Innumbellam in this Cause, and that he hath so known him eight Years or thereabouts and that he doth know the Defendant Swaacoosa Modelliar in this Cause, and that he hath so known him from his, the Defendants Infancy And more he saith not to the first Interrog[y]

2d to the second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

3d to the third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

4th to the fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

5th to the fifth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

6th to the sixth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

7th to the seventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

8th to the eighth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

9th to the ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

10th to the tenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

11th to the eleventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

12th to the twelfth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

13th to the thirteenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

14th to the fourteenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

15th to the fifteenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

16th to the sixteenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

17th to the seventeenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

18th to the eighteenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

19th to the nineteenth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

20th to the twentieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

21st to the twenty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

22d to the twenty second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

23d to the twenty third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

24th to the twenty fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

25th to the twenty fifth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

26th to the twenty sixth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

27th to the twenty seventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

28th to the twenty eighth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

29th to the twenty ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

30th to the thirtieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

31st to the thirty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

32d to the thirty second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

33d to the thirty third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

34th to the thirty fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

35th to the thirty fifth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

36th to the thirty sixth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

37th to the thirty seventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

38th to the thirty eighth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

39th to the thirty ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

40th to the fortieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

41st to the forty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

42d to the forty second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

43d to the forty third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

44th to the forty fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

45th to the forty fifth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

46th to the forty sixth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

47th to the forty seventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

48th to the forty eighth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

49th to the forty ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

50th to the fiftieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

51st to the fifty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

52d to the fifty second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

53d to the fifty third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

54th to the fifty fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

55th to the fifty fifth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

56th to the fifty sixth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

57th to the fifty seventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

58th to the fifty eighth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

59th to the fifty ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

60th to the sixtieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

61st to the sixty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

62d to the sixty second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

63d to the sixty third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

64th to the sixty fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

65th to the sixty fifth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

66th to the sixty sixth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

67th to the sixty seventh Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

68th to the sixty eighth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

69th to the sixty ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

70th to the seventieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

71st to the seventy first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

72d to the seventy second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

73d to the seventy third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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80th to the eightieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

81st to the eighty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

82d to the eighty second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

83d to the eighty third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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89th to the eighty ninth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

90th to the ninetieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

91st to the ninety first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

92d to the ninety second Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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100th to the one hundredth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

101st to the one hundred and first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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150th to the one hundred and fiftieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

151st to the one hundred and fifty first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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160th to the one hundred and sixtieth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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171st to the one hundred and seventy first Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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173d to the one hundred and seventy third Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

174th to the one hundred and seventy fourth Interrogatory this Deponent saith, that he doth not know the Contents of the said Interrogatory

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334th to the three hundred

Mayor's Court at Madraspatnam } Between Trevembellam by his Attorney Joseph de Silva Complainant and Sevacosa Moodelliar by his Attorney Sevapatha Moodelliar of the Same Place Defendant.

On the Part of the Defendant.

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

Chingleroy Dubash of Madras Aged twenty eight Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Nineteenth day of February One Thousand Seven hundred and eighty Nine Signified at the Office of Mr. Chas. Ingles who is Attorney for the Complainant by One of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on Same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Compl.t Trevembellam in this Cause and that he hath so known him about Eleven Years And that he doth know the Defendant Sevacosa Moodelliar in this Cause, and that he hath so known him from his Infancy And more he saith Not to this first Interrogatory.

4th ..... To the first Interrogatory this Deponent saith, that the Defendant did importure the Compl.t about Six Years ago to demand of the Defendant's Brother, the Amount of a Bond given by the Defendant to the Compl.t or to Return the said Bond to the Defendant And further saith, that the Compl.t did promise in his presence that he would demand the Same in a Short time, And refused to return the said bond to the Defendant And further Saith not to this or to the last Interrogary.

Joseph Shawe
Exr.

Mayor's Court at Madraspatnam } Between Trevembellam by his Attorney Joseph de Silva is Complainant and Sevacosa Moodelliar by his Attorney Sevapatha Moodelliar of the Same Place Defendant.

On the Part of the Defendant.

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

Annah Vauteyar Schoolmaster of Madras Aged thirty Seven Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was on the thirtieth Day of April One Thousand Seven hundred and eighty Nine Signified at the Office of Mr. Charles Inglis who is Attorney for the Complainant by One of my Servants who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Compl.t Teroovembala Moodelly in this Cause, and that he hath so known him five or Six Years And that he doth know the Defendant Sevacosa Moodelliar in this Cause, and that he hath so known him, from his the Defendants Infancy And more he saith not to this first Interrogatory.

7th ..... To the Seventh Interry this Deponent hath looked at the Cadjan writing now Produced and shewn to him at this the time of his Examination Marked A. And Saith, that the same is the Regestry of the birth of the Defend.t in the title of these Interrogatory Named And further saith, that the same was wrote by his deceased father, but that he doth not know by whom the said Registry was kept this Deponent saith, that it is Customary among those of the Malabar Cast on Occasions of such Registry to Look upon them as Valie, And full faith and Credit always paid to them

Thereto And further saith Not to this or to the last Interrogatory

Joseph Shawe
Exr

Mayors Court at Madraspatnam } Between Innocent Bellamy by his Attorney Joseph de Silva Complainant And Swaracara Mooa dellear by his Attorney Swayatha Modellear of the same place Defendant

On the Part of the Defendant

Deposition of Witness taken in this Cause by and before the Examiner in this Court as follows viz

Sammy Eyah Casey Astrologer of Madras Aged Twenty Nine Years or there abouts being Produced as a Witness in this Cause On the Part of the Defendant was on the Eighteenth day of March One Thousand Seven hundred and Eighty Nine Exprest at the Office of Mr Charles Lugloe who is Attorney for the Complainant by Oath of his Servants who also left in a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as follows viz

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Innocent Bellamy in this Cause and that he hath so known him about four or five Years and that he doth know the Defendant Swaracara Modelly in this Cause, and that he hath so known him from his the Defendants Infancy And more he saith not to this first Interrogatory

8th To the eighth Interrogatory this Deponent saith, that the Cadjan Writing Now shewn to him at the time of his examination Marked A is a true Account and registry of the Births of the Defendant in the Bills of these Interrogatories Named And further saith, that he hath at diffe= rent times examined the same and Occasions of his Exporting those Circumstances

Circumstances as are necessary for the Good of the Defendant from whom Planet he was born And further saith not to this or to the last Interrogatory

Joseph Shawe
Exr

Additional Interrogatories to be Administered to such Witness or as shall be Produced Sworn and Examined in a certain Cause Now Depending and Lately Pending in the Court of the Mayors Court at Madraspatnam wherein Innocent Bellamy Modelliar by his Attorney Joseph de Silva is Complainant and Swaracara Modelliar by his Attorney Swayatha Modelliar Defendant

On the Part and behalf of the Defendant

To all the Witnesses in the Bills of these Interrogatories Named

1st Do You or Do You not know the Parties Complainant and Defendt and Do You Swear you have You so know or Not

2nd Did You or did You not some time ago and when Write a Bond or Obligation in the Name of the Defendant in favor of the Complainant If Yea by whom was You Desired to write such Note Bond or Obligation and how much Amount Look at the Cadjan Writing now produced and Shewn to You at this the time of Your Examination or is not the same the Very Identical Cadjan so wrote by You and if so is not the Name Rudealampedoo Mauriapen as well as the Contents of the Cadjan Writing of Your own proper hand Writing And did the Defendant at the time of the Signing of the said Bond or Obligation or at any other time or times Previous or Since the Signing of the said Bond or Obligation Directly or indirectly receive any Sum or Sums of Money from the Complainant for and on Account of the said Bond or Obligation and did or did not the Complainant and You Going to the

His house desire You to write the Bond or Obligation now in Question and was or was not the same wrote by You and did You or did You not Previous to the same being wrote Ask the Complainant whether he had lend or intended to lend the Sum of Money Mentioned in the said Bond If Yea? did or did not the Complainant Declare to You that a Dispute was then Subsisting between the Defendant and his Brothers and that he meant to Recover the Amount of the said Bond or Obligation from the Defendant's Brother for the use of the said Defendant and was the Names of the two persons mentioned in the said Bond or Obligation as Witnesses To Wit Iyah Moodaliar and Chinglevaroyen Set and Subscribed in Your Presence or when Was such Names Set and Subscribed, Did or did not the said Complainant Some time ago and when Obtain from You a Writing or Declaration Purporting that You was present when a Sum of Money was paid by the said Complainant to the Defendant If Yea? by what means was such Declartion Obtained from You, and did or did not the Complainant Some time after the Obtaining such Declaration Send for You and persuade You to give Evidence that the Defendant did in Your Presence Receive a Sum of One hundred Pagodas and did You or did You not refuse to Acquiesce to such Persuation, and did or did not the Complainant immediately after send a Sum and what Sum of Money to You by the hands of his Brother to Persuade You to give false Evidence in this Cause, and did or did not the Complainants said Brother send for You and tell You that his Brother had inadvertently Such the Defendant in Court and therefore desired You to give Your Evidence and to Accept of the said Ten Pagodas that he would give You five Pagodas more together with Your Bond in his favor for Twelve Pagodas as also a pair of Bullocks and Cart. If Yea? in whose presence and in what place did the said Discourse pass between You and the said Complainants Brother Declare the whole of these Matter as You know have heard or do believe together with the reasons of such Your belief.

To Iyah Moodaliar 3.. Look at the Cadjan Writing now produced and Shewn to You at this the time of Your Examination is or is not the Name Iyah Moodaliar Set and Subscribed thereto as a Witness of Your Proper hand Writing If Yea? was You

You Present at the time the said Bond was Executed by the Defendant and was there any Sum or Sums of Money paid by the Complainant to the Defendant either at the time of the Executing of the said Bond or Obligation or at any other time or times previous or Sence the granting of the said Bond or Obligation and did or did not the said Complainant desire You to Witness the said Bond If Yea? did You or did You not Ask him what was the Content of the said Writing and to what Circumstance You was to bear Witness If Yea? what Answer did the said Compl.t Give to You. Did or did not the Complainant's Brother in Your presence offer to Pay unto Audealampedoo Mauriapen a Sum of Money in Your presence as also a Cart and Bullocks and some other and what Donations and did or did not the Complainant's Brother Affirm all the said Promises upon Oath before Naundampaukum Rama Sawmy Pagoda, and did or did not the Complainant's Brother Demand of the said Audealampedoo Mauriapen the same Oath as he had taken, for him the said Audealampedoo Mauriapen to take and to Declare all such things as the said Complainant's Brother had instructed him before the Examiner of the Mayor's Court If Yea? what Answer did the said Audealampedoo Mauriapen give in Consequence thereof Declare the whole of these matters as You know have heard or do believe together with the reasons of such Your belief.

To Parasaramah 4.th Look at the Paper Writing now produced and shewn to You at this the time of Your Examination Marked **B** is or is not the same in the hand writing of the Complainant in the Title of these Interrogatories Named If Yea? was or was not the same given to You by the said Complainant and to what Purpose and on what Account Declare.

To the Last Interrogatories } Do You know of any other matter or thing or have You heard or can You say any thing touching the Matters in Question in this Cause that may tend to the benefit or Advantage of the Defendant If Yea 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.

P. Spencer
Atty Defend.t

B.

Translation of a Receipt or Agreement Dated 6th March of Kolaca Year Answering to Anno Domini 16th February 1789.

I Tenovambalam do give this Receipt or Agreement to Paraseramanum for the Purpose of his giving Testimony in the Cause of Sevacosse Moodelliar & thereby promise to give You the Sum of four Pagodas on Demand Regarding this Cause in this Court

Three Signed I Tenovambalam

A true translation as near as can be from the Malabar Language.

Ranganaudom
Interpreter

Malabar

This Exhibit Marked B was shewn to Parasoramah at the time of his Examination before me on the Part of the Defendant In a certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein the said Tevenaballam Modelliar is Complainant and Sevacosse Modelliar the Defendant was on the 16th day of March Anno Domini 1789

Joseph Shawe
Esqr

Mayors Court at Madraspatnam } Between Tevenaballam Modelliar by his Attorney Joseph De Silva Complainant and Sevacosse Modelliar by his Attorney Sevagra Mudr Defendant

On the Part of the Defendant

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

Audealampedoo Mauniapen Inhabitant of Madras Aged Twenty three Years or thereabouts being Produced as a Witness in this Cause On the Part of the Defendant was and the Nineteenth day of March One Thousand Seven hundred and Eighty Nine Sworn & Examined at the Office of Mr Charles Anglio who is Attorney for the Complainant by Oath & my Servants who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterwards on the same day being Sworn And Examined Deposeth as follows viz.

1st to ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Tevenaballam Modelliar in this Cause and that he hath so known him about Ten Years And that he doth know the Defendant Sevacosse Modelliar in this Cause and that he hath known him about Sixteen Years And more he saith not to this first Interrogatory

2d to ..... To the Second Interrogatory this Deponent saith that he did some time ago Write a Bond or Obligation in the Name of the Defendant in favor of the Complainant And further saith that he was desired to write such a Note, Bond or Obligation at the request of the Complainant amounting to the Sum of Two hundred Pagodas This Deponent saith that the Cadjan writing Now Produced and shewn to him at this the time of his examination is the Very Identical Cadjan so wrote by him And further saith that the Name

Audealampedoo

Rudiatamypedoe Mauriayen, as well as the Contents of the said and Writing is of his
own Proper hand Writing. This Deponent saith, that he did not know at the
time of the Defendants signing of the said Bond or obligation and at any other
time or times previous or since the signing of the said bond or Obligation, that he
received directly or indirectly any Sum or Sums of Money from the Complt. for and
on account of the said Bond or Obligation. And further saith that Complt. did
desire him on his going to his House to write the bond or Obligation and now in
Question and that the same was wrote by him. This Deponent saith, that he
did previous to the same being wrote ask the Complt. whether he had ent or
intended to lend the Sums of Money mentioned in the said bond. And further
saith, that the Complt. did declare to him that a dispute was then subsisting
between the Defendant and his Brothers, and that he meant moreover the
Amount of the said bond or Obligation from the Defendants Brother for the
Use of the said Defendt. And further saith that the Names of the two
Persons mentioned in the said Bond or Obligation as Witnesses, to wit Lyah
Moodelliar, and Chenglevarayen were not set and subscribed in his presence
and do not know the time when such Names were set and subscribed.
This Deponent saith, that the Writing or Obligation that the Complainant
obtained from him, merely contained that the bond in question had been
drawn out by this Deponent with the Consent and Approbation of the Defendt.
And that this Deponent had agreed to give the same testimony before any
Majestrate if occasion should require it and further saith that such declara-
tion was obtained from him owing to the repeated Solicitations of the Complt
to whom he was indebted a Sum of Money. This Deponent saith, that the
Complainant some time after obtaining such Declaration, did send for and
endeavour to persuade him to give evidence that the Defendant did in his
presence receive a Sum of One Hundred Pagodas. And further saith, that the
Complainant soon after the above transaction sent his Brother to this
Deponent with the Offer of Ten Pagi. and at the same time to Annull a
Bond

Bond this Deponent had given to the Complt. together with a pair of Bullocks
and a Cart Provided he would give this evidence in favor of the Complt. and
the more effectually to convince this Deponent of his intention to fulfil
his promise he made Oath at the Pagoda of Ramaldawmy in the presence
of One Lyah Moodelliar. This Deponent saith the Complainant's Brother
did send for this Deponent and told him that his Brother had inadvertently
sued the Defendant in Court, And therefore desired him to give this evidence,
And to accept of the said Ten Pagodas that he the Complainant's Brother pro-
mised five Pagodas more, together with his bond for Twelve Pagodas, as also
a pair of Bullocks and Cart. And further saith, the said Discourse happened
at Ramald Dawmy's Pagoda in Nundampaukam Village in the presence
of Lyah Moodelliar. And further saith not to this or to the last Interrogatory

Sworn &c.

Joseph Shaw

Mayor's Court at Madraspatnam

Between Irrumbalam Moodelliar by his Attorney Joseph de Silva Complainant and Iswaresse Moodaliar by his Attorney Sewapatha Moodelliar Defendant

On the Part of the Defendant

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

Pavasaramah Dubash of Madras Aged twenty 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 eighty Nine Sign[ified] at the Office of Mr. Charles Inglis with his Attorney for the Complainant by One of my Servants who also left him

hind 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 Compt.ts Trevembalam Moodelliar in this Cause, and that he hath so known him fourteen Years or thereabouts — And that he doth know the Defendant Sevaco-see Moodelliar in this Cause, and that he hath so known him two Months or thereabouts — And more he saith not to this first Interrogatory —

4th ..... To the fourth Interrogatory this Deponent hath looked at the Paper Writing now produced and shewn to him at this the time of his examination Marked B. and saeso that the Same is in the hand Writing of the Compt.ts in the title of these Interrogatories Named — And further saith, that the same was given to him by the said Complainant for the purpose of inducing him to give testimony in favor of the Complainant in a Suit subsisting between the Complainant and Defendant — the Substance of which is as follows — That About a Month ago, as this Deponent was passing the House of the Complainant he (the Complainant) prevailed upon this Deponent to enter his House — when after much Solicitation and entreaty urged him to become a Witness in the suit inquestion, promising him One hundred and fifty Pagodas on condition of his giving false testimony in his favor — taking the Most effectual mode to assure this Deponent, that what he Advanced with Respect to the Money, he would fulfill — by beating his Own Mothers head as an ample proof of his Veracity — intimating by way of strengthening his Argument, that Men of some consequence, had Done the same without Making the least Scruple of conscience — Mentioning at the same time the Name of Tiapoo, who had Solemnly sworn to an untruth at the Pagan Temple of Triplicane — in a Suit depending between the said Tiapoo and Andiapah — Souberoy Son of Paupah being Present at the time, also heard the Abovementioned

abovementioned conversation. Previous to this Deponent leaving the House of the Compt.ts the said Compt.ts put into his hand a Written paper to which this Deponent effixed his signature, Containing the Depositions the Complainant wished this Deponent Should give — which is as follows That although he was perfectly ignorant of the Defendant he should recently Assert, that he was well Acquainted with him — And that he was Actually present, [illegible] when the Compt.ts lent the Sum of One hundred and fifty Pagodas to the Defendant — And in addition to which, that he (this Deponent) should say, that the Defendant had told him that he was twenty three Years of Age — the Complainant finding Much difficulty to over come the Scruples of conscience of this Deponent — in order to Silence which, gave him a Chit signed with the Compt.ts own Name, for the Sum of four Pagodas Assuring him, that on his giving it for Charitable Purposes — it would amly Attone for the Sin, he might incur by taking a false Oath upon Mint and Water — This Deponent further Saith, that he was far from being on Accomplice to the above transaction — And therefore as an honest Man, thought it incambent upon him to give the Chit inquestion in a Public Manner to the Defendant — And further Saith, Not to this or to the last Interrogatory —

[illegible]

Joseph Shawe
Ex.r

Further Additional Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Trevemballam Moodeliar by his Attorney Joseph De Silva is Complainant and Sevacosee Moodeliar by his Attorney Savapatha Moodeliar is Defendant

On the part and behalf of the Defendant

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 Yea? how long have You so known them or either and which of them Declare

2. Interrogatory To Chingleroy ..... Look at the Paper Writing now produced and Shewn to You at this the time of Your Examination Marked A. is or is not the whole thereof both wrote and Signed by the Complainant and was or was not the same drawn by the Complainant in Your Presence and delivered to You If Yea? to what Purpose Intent or meaning was the Same so delivered and what were the Instructions You received from the Complainant regarding the Matter now in dispute between the Complainant and Defendant Declare

3rd Interrogatory To Chingleroy ... Are You or Are You not a Witness to the Bond now Shewn You If Yea? was or was not the Amount of such Bond paid and Advanced to the Defendt by the Complainant in Your Presence or how otherwise Declare

Last Interrogatory To all the Witnesses ... Do You know of any other Matter Cause or thing or can You set forth any thing touching the Matters in Question in this Cause that May tend to the Benefit and Advantage of the Defendant in this Cause and in the Title of these Interrogatories Named If Yea? declare the same as You know have

have heard or do believe together with Your Reasons for such Your belief as fully and Effectually as if You had been thereunto Particularly Interrogated and the whole truth Declare

J. Stuart Hall
Atty for Defendant

A

Translation of an Agreement Dated 5th Maurgaley of Soobacrootue Year Answering to Anno Domini 15th December 1782.

I Munnavaukum Teroovambalam do give this Agreement to Chingleroyan

Whereas I do hereby Promise to give You a Earring to the Value of 10 Pagodas Provided You would go with me in Company together and give Your Testimony that I may gain the Cause regarding the Bond of Shevacosam for the Sum of Two hundred and thirty Six Pagodas and In case of nonperformance I am to Merit the semeliar sin of Killing the Black Cow at Causey or Banaras

Thus (Signed) Trevambalam

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

Ranganaudom
Interpreter

Malabar

This

This Exhibit Marked A. was Shewn to Chengleroy at the time of his Examination before me on the Part of the Defendant In a Certain Cause now Depending In the Honble the Mayor's Court at Madraspatnam wherein the said Trevemballum Mood^r is Complainant and Sevacosoo Mood^r is Defendant was on the 20th Day of June Anno Domini 1789

Joseph Shawe
Ex^r

Mayor's Court at Madraspatnam } Between Trevemballam Moodeliar by his Attorney Joseph de Silva Complainant and Sevacasu Moodeliar by his Attorney Savapatha Moodeliar Defendant

On the Prat of the Defendant

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

Chingleroy Dubash of Madras Aged twenty Six Years or thereabouts 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 eighty Nine Signified at the Office of Mr Chal. Inglis who is Attorney for the Compl^t by One of my Servants who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Compl^t Trevemballam Moodelliar in this Cause, and that he hath so known him fifteen Years or thereabouts and that he doth know the Defendant Sevacosee Moodelliar in this Cause, and that he hath so known him ten Years or thereabouts

thereabouts And more he saith not to this first Interrogatory

2nd ..... To the Second Interr^y this Deponent Saith, that he hath looked at the paper Writing now Produced and Shewn to him at this the time of his examination Marked A. And further saith, that the whole thereof is both wrote and Signed by the Compl^t and that the Same was drawn by the Compl^t in his presence, and Delivered to him This Deponent Saith, that Purpose, intent and Meaning of Delivering the Same by the Complainant, was to induce this Deponent to give a false Testimoney in his favor, Regarding the Matter Now in dispute between the Complainant and Defendant And More he saith not to this Second Interrogatory

3^d ..... To the third Interrogatory this Deponent Saith, that he is a Witness to the Bond now shewn to him And further saith that the Amount of such Bond was not Paid and Advanced to the Defendant by the Complainant in his presence And more he saith Not to this or to the Last Interrogatory

[illegible]

Joseph Shawe
Ex^r

Mayor's Court at Madraspatnam

Saturday the 28th Day of May Anno Domini 1794

Present

L.L.

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and John Milford

Aldermen

Mayor's Court

Between Teroovembala Moodelly of Madras Dubash by his Attorney Joseph de Sylva of the same place Inhabitant Complainant and Sevacosa Moodelly also 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 Copies of an Account Current a Bond and an Assignment with Power of Attorney Annexed, the Defendants Answer, the Replication, the Amended Rejoinder with Copy of the Translation of Registry of Nativity Annexed, the Interrogatories and Depositions on the part of the Complainant With three Exhibits Annexed, the Interrogatories and Depositions on the part of the Defendant with three Exhibits Marked A B & A 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 and that each Party do pay his own Costs.

Pr Cur

Filed 31st May 1794.

In the Honble the Mayor's Court at Madraspatnam

Between Peter Daile Bonnevaux a Major in the Service of the Honble the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George Complainant Cross Complainant and Original Defendant And William Balfour and Oliver Colt of Fort Saint George Merchants Cross Defendants and Original Complainants.

The Affidavit of James Stuart Hall and John Hamilton Attornies for the Original Complainants and Cross Defendants in the above Cause

J. Stuart Hall
Jno. Hamilton
Attr. for Cross Defendts

These Deponents Make Oath and say that owing to the length and intricacy of the Cross Bill of Complaint filed by the Complainant above Named and the Defendant Oliver Colt having entered his Appearance only the last Court day and not having been able to have those consultations with their Clients Necessary to enable them to frame the Answer to the said Cross Bill they have not been able to file the said Answer and these Deponents say that they do not intend any Unnecessary delay.

Sworn to in Court this 31st day of May 1794

G. Taylor Regr

J. Stuart Hall

John Hamilton

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st Day of May Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Henry Chichley Michell

Aldermen

William Balfour John Spalding and Oliver Colt

vers

Peter Bonnevaux

Et E Contra

The Attorney for the Cross Complainant Produces to the Court a Certificate from the Register Setting forth that the Usual Rules have issued for the Defendant William Balfour to Answer the Cross Complainants Cross Bill Which he has Neglected doing He therefore Prays that a Decree may now pass to which the Opposite Attornies object and pray leave to file their Affidavit Sworn to in Court by them this day and that the Court will thereupon Grant them a further time of fourteen days to file the Answer — The Court having taken the same into Consideration it is Ordered that fourteen Days be Allowed —

A true Extract —

Filed 27th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Caunjeepooram Patchiapa Moodaliar of Madras Inhabitant that Rungapan and Atchamall of the same Place Inhabitants Stand justly and truely Indebted unto Your Orator in the full and Just Sum of Seventy Six Star Pagodas forty four 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 thirty Pounds and fifteen Shillings or thereabouts as will More fully and at Large Appear by the Copies of a Translation of a Mortgage Bond and an Account Current hereunto Annexed for the inspection of this Honble Court and to which Your Orator humbly Pray a Reference may be had and that they May be taken as part and parcel of this Your Orators Bill of Complaint the Originals Whereof being in Your Orator's Possession and Ready to be Produced when Required, and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Rungapan and Atchamall of the said Sum of Seventy Six Star Pagodas forty four fanams and forty Cash —

But now so it is May it Please this Honble Court the said Rungapan and Actchamall 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 Rungapan and Atchamall May upon their Corporal Oath full true Direct and Perfect Answer Make to all and Singular the Matters and Things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the Same were hereagain Repeated and Particularly Interrogated, and that they May be Decreed to Pay, unto Your Orator the aforesaid Sum of Seventy Six Star

Star Pagodas forty four fanams, and forty Cash, with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit

May it Please this Hon.ble Court to Cause the said Rungapaun and Mchammall to be Summoned and Required by the Sheriff of Fort Saint George Fowzdar of Madrasapatnam and the Districts thereof personally to be and Appear before this Hon.ble Court at a certain time and Place to be by this Hon.ble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and Abide by such Order and Decree therein as to this Hon.ble Court shall Seem Meet

Fort Saint George 27th May 1791

This Bill was Presented in the Days of Adjournment & a Summons issued and Returnable Next Court Day

Jos: du Pré Porcher
Mayor

G: Chalmer
Atty for Compt.

Translation of a Mortgage Bond dated 1st Maurgaly of Sowmya Year Answering to Anno Domini 11th December 1790

I Rungapaun son of Nauranapa Corbadaurran of Comanacewaran Coil and my Mother Mchammall both of us do Jointly give this Mortgage Bond to Cannesepomaun Pattichaya Mondeliar of Madras

Whereas in Consequence of a Dispute which Arose between Me and My Second Mother Regarding a Cadjan Will Which was Drawn in my Name by my father and Great father and which I had formerly Mortgaged to you on Bur Urgent Occasion a Complaint was Preferred to the Magistrates and it was Referred by Mr Holland of the Hon.ble Mantilly Justice of the Peace to the Decision of Arbetrators and Enquiries who Determined me to the Lawfull Heir so that Mr Shawe kept the said Cadjan Will in the Choultry and Drawn a Paper with to be Drawn in my Name and Delivered the same to me after having Signed by Mr Shawe Do. I therefore Mortgaged to you the said Paper Will That formerly I Shave borrowed from you the Sum of Sixty Two Pagodas on Executing a Mortgage Bond on the former Cadjan Will The Interest Accrued thereon to this Day is five Pagodas the Charges Attending the Bill of Sale and Jabari is Six Pagodas Total Current Star Pagodas 73 Received and the Houses which said Seventy three Pagodas together with the Interest at the Rate of 12 p.Ct p.Annum you are before the 30th Phyer or 10th February Next You are to enjoy it agreable to the Valuation which shall be Set by Comnyaun and the Company's Mistry and we are not to make any Objections thereto Incase of Non payment thereof You are hereby empowered to prosecute in the Hon.ble the Mayor's Court and Dispose it Agreable to the Estimation of the Company's Mistry together with the Court Charges Should there be any Overplus You are to return it to Me, and in Case of Deficient You are to Recover it from the other Mortgage which is in Your Possession given by us Viz. I Rungapaun and my Mother Mch.l annum I have given this Mortgage Bond with our free Will and Consent Witnesses Penn Field Veeraraugawa Modeliar and Mugala Dalwey Raumabadra Naikar by their Knowledge this Mortgage Bond was drawn by Myla Tenurapaun with the Knowledge of Comnyaun and Mistry

Signed Rungapaun
Marked Mchammall

Witness Signed
Veeraugawaun
Dalwey Raumabadra
Naidoo

A true Translation was near as can be from the Malabar Language
Rangasawmy Dass
Interpreter

A true Copy
G: Chalmer
Atty for Compt.

Dr. Rungapan and Atchammall in Account Current with Cannjeepooram Cr.
Patchiapa Moodeliar

1790 Decr. 11th	To the Amount of Your Mortgage Bond bearing date this Day	73	"	"	1791 May 25th	By Balance due this Day 76 44 40
	Interest on Do. to this day is 5 mos. and 14 days @ 12 p Ct. p Annum	3	44	40		
	Pagodas	76	44	40		Pagodas 76 44 40

Fort St. George this 25th May 1791
Errors Excepted
(Signed)
Ch. Chalmer
Cany for Compt.

Mayor's Court at Madraspatnam } Tuesday the 31st Day of May Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Mayor's Court

Between Cannjeepooram Patchiapa Moodaliar of Madras Inhabitant Complainant and Rungapan and Atchamall of the same Place Inhabitants Defendants

The Defendants 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 Defendants shall pay unto the Complainant the full and Just Sum of Seventy Six Star Pagodas Forty four Fanams and forty Cash (Star Pagodas 76 44 40) 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

Per Cur

Filed 25th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Tondiahvadoo Veerabuddra Moodaliar of Madras Inhabitant by his Attorney Charles Carty of the same place Inhabitant that Tondiahvadoo Vurdapah Moodaliar also of Madras aforesaid Inhabitant stands Justly and truly indebted unto Your Orator in the full and Just Sum of One hundred and twenty five Pagodas and twenty One fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of fifty Pounds three Shillings and Six Pence or thereabouts as will more fully appear by an Assignment a Bond and Account Current Copies whereof are hereunto Annexed for the inspection of this Honble Court and to which Your Orator craves leave to refer and Prays that the same may be taken as Part of this Your Orators Bill of Complaint the Originals whereof 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 requested Payment from the said Tondiahvadoo Vurdapah Moodaliar of the said Sum of One hundred and twenty five Pagodas and twenty One fanams

But now so it is May it Please this Honble Court the Said Tondiahvadoo Vurdapah Moodaliar Obstinately and willfully refuses to pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator therefore Pray's a general Relief such as to this Honble Court shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Tondiahvadoo Vurdapah Moodaliar 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 truly and Effectually to all intents and Purpose as if the same were here again Repeated and he Particularly interrogated thereto and that he may be decreed to pay to Your Orator the aforesaid Sum of One Hundred and twenty five Pagodas and twenty One 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 Tondiahvadoo Vurdapah Moodaliar to be Summoned and Required by the Sheriff of Fort Saint George, Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court prefixed and appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and Abide such Order and Decree therein as to this Honble Court shall seem Meet

R. Williams
Attorney for the Complainant

Fort Saint George 25th day of May 1791
This Bill was shewn to me in the days of Adjournment let a Summons Issue thereupon Returnable Next Court day

Jos. du Pré Porcher
Mayor

To all to Whom these Presents shall come Greeting Whereas Tondiahvadoo Vurdapah Moodaliar of Madras Inhabitant Stands Justly and truly indebted unto Tondiahvadoo Veerabuddra Moodaliar of Madras also Inhabitant in the full and Just Sum of One Hundred and Twenty five Pagodas and Twenty One fanams as by a Bond bearing date the Sixth day of April which was in the Year of Chris One Thousand Seven hundred and Eighty Nine and an Account Current bearing date the day Next before the date hereof will

Will Appear Now Know Ye that the said Tondiahvadoo Veerabuddra Moodaliar for a Valuable Consideration and for and in further Consideration of the Sum of Five Pagodas Current Money of Madras to him the said Tondiahvadoo Veerabuddra Moodaliar in hand paid by Charles Carty of Madras also Inhabitant at or before the Sealing and Delivery of these Presents the Receipt whereof he the said Tondiahvadoo Veerabuddra Moodaliar doth hereby Acknowledge Hath Bargained Sold Assigned and Setover and by these Presents Doth Bargain Sell Assign and Setover unto the said Charles Carty the said Sum of One hundred and twenty five Pagodas and twenty One fanams and the Interest to become due thereon and the said Bond and Account Current and all his Right Title and Interest of in and to the same and of every Part thereof and He the said Tondiahvadoo Veerabuddra Moodaliar for the Considerations aforesaid Hath made Constituted and Appointed and by these Presents doth make Constitute and Appoint the said Charles Carty his Heirs Executors and Administrators his true and lawfull Attorney and Attornies Irrevocable for him and in his Name and in the name and Names of his Heirs Executors and Administrators but for the sole and proper Use and benefit of the said Charles Carty his Heirs Executors Administrators and Assigns to Ask require demand and Receive of and from the said Tondiahvadoo Vurdapah Moodaliar his Heirs Executors and Administrators the said Sum of One hundred and Twenty five Pagodas and Twenty One fanams and all Interest to become due thereon and on Nonpayment thereof by the said Tondiahvadoo Vurdapah Moodaliar his Heirs Executors or Administrators to sue for and recover the same and on Payment thereof good and Sufficient discharges in the Law to give and deliver to the said Tondiahvadoo Vurdapah Moodaliar his Heirs Executors or Administrators & One or more Attorney or Attornies under him to Constitute and Appoint and whatsoever the said Charles Carty or his Attorney or Attornies Under him shall lawfully do in the Premises the said Tondiahvadoo Veerabuddra Moodaliar doth and will Confirm and the said Tondiahvadoo Veerabuddra Moodaliar doth Covenant to and with the said Charles Carty that he hath not nor will Receive the said Money due or to become due upon the said Bond and Account Current or any Part thereof Neither shall nor Will release or discharge the same or any Part thereof but will own and Allow of all Lawfull Proceedings for the Recovery thereof he the said Tondiahvadoo Veerabuddra Moodaliar Saving the said Charles Carty harmless of and from all Costs and Charges that may happen thereby In Witness whereof the said Tondiahvadoo Veerabuddra Moodaliar hath hereunto Put his hand and Seal in Madras aforesaid this Twenteeth day of May One thousand Seven Hundred and Ninety One

(Signed) [illegible] (L.S.)

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

[illegible]

A true Copy
R Williams
Attorney for the Compt.

Translation of a Bond Dated 26th Pungoony of Keelaga Year Answering to Anno Domini 6th April 1789

I Veerdapah Moodaly Son of Veeragoovah Moodaliar of Madras do give this Bond to Veerabuddra Moodaliar Son of Tondiahvadoo Mooteapah Moodaliar of the Same Place that is to Say

In Consequence of my Urgent Occasion I have this day Borrowed and Received of You the Sum of 100 One hundred Star Pagodas Current Money of Madras which Sum I do hereby Engage to repay You on or before the 30th Tye of Soumah Year or 10th February 1790 with all Such Interest as shall or may become due thereon at the rate of 12 ₱ Cent ₱ Annum Thus I have Given You this Bond with my free will and

and Consent Witnesses Kistnayangar and Sashapillay by their Knowledge this Bond was Drawn by Chellapermaul

Witnesses (Signed)
Kistnayangar
Sasha Chulla

(Signed)
Vurdapam

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

(Signed)
Ranganaudam
Interpreter

(A true Copy)
R. Williams
Atty for the Complainant

Mayor's Court at Madraspatnam } Tuesday the 31st Day of May Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Mayor's Court

Between Toudiahwadoo Veerabuddra Moodaliar of Madras Inhabitant by his Attorney Charles Carty of the Same Place Inhabitant Complainant and Toudiahwadoo Vurdapah Moodaliar Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Twenty five Pagodas and Twenty One fanams (Pagodas 125. 21. ") together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Cur

Toudiahwadoo Vurdapah Moodaliar in Account Current } Cr
With Toudiahwadoo Veerabuddra Moodaliar

1789 Aprill 6th	To the Amount of Your Bond of this date	100.	"	1791 May 20th	By Balance due	125.	21.
1791 May 19th	To Interest for the same from the above day to the date hereof being 2 yrs 1 mo and 14 d at 12 p Cent p Annum	25.	21.				
	Pagodas	125.	21.		Pagodas	125.	21.

Madras 19th May 1791
Errors Excepted
P (Signed)

(A true Copy)
R. Williams
Atty for the Complt

Filed 26th April 1791

To the Honble the Mayor's Court at Madraspatnam

The Petition of Robert Williams

Humbly Sheweth that Your Petitioner is one of the Attornies of this Honble Court and is desirous to be Admitted to Practise as a Notary Public under the Sanction and Usage thereof

Your Petitioner therefore Prays that the usual Oath of a Notary May be Administered to him

And Your Petitioner will ever Pray

Robert Williams

Fort Saint George
26th April 1791

Filed 26th March 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Lawrence Letoille late of Madras Merchant but at Present at Caricall by his Attorney William Lewcock of Madras, Inhabitant that Ann Shaw Executrix Named in the Last Will and Testament of George Mackay Deceased late a Captain in the Service of his Highness the Nabob Stands Justly and truly Indebted unto Your Orator in the full and Just Sum of One thousand and Seventy four Pagodas Twenty Nine Fanams and Sixty Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Four Hundred and Twenty Nine Pounds Seventeen Shillings and three 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 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 Orators Possession and Ready to be produced when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Ann Shaw of the Said Sum of One Thousand and Seventy four Pagodas Twenty Nine Fanams and Sixty Cash Current Money of Madras

But now so it is May it Please this Honble Court the Said Ann Shaw Obstenately and Wilfully Refuses to pay the Same or to give Your Orator any manner of Satisfaction touching the Premisses Your Orator therefore Prays a General Relief such as to this Honble Court Shall appear Agreeable to equity and good Conscience To the End therefore that the said Ann Shaw may upon her 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 she may be Decred to pay unto Your Orator the aforesaid Sum of One thousand and Seventy four Pagodas Twenty Nine Fanams and Sixty Cash together with all Such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the Said Ann Shaw to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer

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.

Ford St. George 26th of March 1791.

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

J. Stuart Hall
Jno. Hamilton
Attys. for Compl^t.

Jos. du Pré Porcher
Mayor

Mrs. Ann Shaw Executrix Named in the Last Will and Testament of Captain George Mackey Deceased in Account Current with Lawrence Letoille & Co.

1777 Aug. 20th	To the Amount of Deceased's Bill in Favor of Mr. Latour by him endorsed Over to Mr. Pigeon and by Mr. Pigeon to me	1074	29	60			
1791 March 10th	To Interest on the above to this day being 14 M. 20 Ds. at 12 Pr Cent Per Annum is	674	29	60			
					1791 March 10th	By Ballance Due	1074 29 60
							Star Pagodas 1074 29 60

Star Pagodas 1074 29 60

Fort Saint George 10th March 1791

Errors Excepted

Signed Jno. Lewcock Attys. Lawrence Letoille

Attest Copy

J. Stuart Hall
Jno. Hamilton
Attys. for Compl^t.

Mayor's Court at Madraspatnam

Tuesday the 7th Day of June Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

Mayor's Court

Between Lawrence Letoille Late of Madras Merchant but at Present at Caricall by his Attorney William Lewcock of Madras Inhabitant Complainant and Ann Shaw Executrix Named in the Last Will and Testament of George Mackay Deceased Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which she has Neglected doing This Court doth therefour think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant Out of the Estate and Effects of George Mackey Deceased the full and Just Sum of One Thousand and Seventy Four Pagodas Nine Fanams and Sixty Cash (Pagodas 1074. 29. 60.) together With all Such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Q. P. Cur.

Filed the 31st July 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Home Riggs Popham by his Attorney John Mitford Ware House Keeper in the Service of the United Company of Merchants of England trading to the East Indies at their Presidency of Fort Saint George That Henry Harris Surgeon in the Service of the said United Company stands indebted unto Your Orator in the full and Just Sum of One Thousand and Seventy three Star Pagodas and three Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Four Hundred and Twenty Nine Pounds Four Shillings and Six Pence or thereabouts as will More fully and at large Appear by the Copies of a Draft and Protest thereon 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 Originals whereof are in Your Orator's Possession and Ready to be Produced to this Honble Court when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner Requested the Payment of the said Sum of One Thousand and Seventy three Pagodas and three Fanams

But now so it is and may it Please this Honble Court the said Henry Harris Obstinately and Wilfully refuses to Pay the same or to give Your Orator any Manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Henry Harris may upon his Corporal Oath full true direct and Perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truly, and effectually to all Intents and Purposes as if the same were here again repeated and Particularly interrogated and that he May be Decreed to pay unto Your Orator the aforesaid Sum of One Thousand and Seventy three Pagodas and three fanams with all such Interest as now is or shall hereafter become due thereon also Costs of the Suit

May it Please this Honble Court to cause the said Henry Harris 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 them 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

L. Popham
Attorney for Complainant

31st July 1790. This Bill was shewn to me in the Days of Adjournment Let a Summons issue Returnable next Court Day

Vin^o Corbett
Mayor

Fort Saint George Feb. 29th 1789

Please to Pay John Mitford Esquire or Order One Month After Date the Sum of Nine hundred and twenty One Star Pagodas and fifteen fanams for Value Received

by Sir

Your humble Servt
Home Popham

Dear

Sr. Pgds 921.15.

Dr. Harris

Companys Hospital

February 10th

Acc.d Henry Harris

On the Seventeenth Day of July in the Year of Our Lord One Thousand Seven Hundred and Ninety at the Request of the above Named John Mitford I Stephen Popham of Madras Notary Public by lawful Authority duly Admitted and Sworn did demand of the above Named Henry Harris the Payment of the Original Draft and the Acceptance thereof Whereof the above is a true Copy, and the said Henry Harris gave for Answer that the said Acceptance was for the Amount of Goods Purchased by the said Henry Harris Partly for his Own Account and Partly for Account and by Order of his Highness Umdat Ul Omrah Bahadar and that he was willing to pay such Part thereof as was for his own Account but that he could not discharge that Part which was for Account or by Order of his said Highness Umdat Ul Omrah Bahadar, which Answer not being Satisfactory to the said John Mitford as Attorney and Acting on behalf of the said Home Riggs Popham I the said Notary Have Protested and by these Presents Do Solemnly Protest against the said Henry Harris the Acceptor of the said Draft and also Against all others concerned for all Exchange Re-exchange Costs Damages Interest and Expense already Suffered and to be Suffered for Want of Payment thereof.

In Testimony Whereof and at the Request of the said John Mitford I the said Notary have hereunto Set my Hand and the Seal of my Office in Madras this Ninteenth day of July in the Year of Our Lord One Thousand Seven Hundred and Ninety In the Presence of Balajee Row and Chenatomby Witnesses hereto

Stephen Popham (L.S.)
Noty Publ.

Witnesses
Balajee Row
Chinatomby

A true Copy
J. Popham

Dr. Henry Harris Esquire in Account with Home Riggs Popham Cr.

1789 Febry	9th	To the Amount of a Draft of Captain Home Popham on You in my favor which You have Accepted on the 10th Febry	921	15	"	1790 July	22d	By Balance due	1073	3	"
1790 July	22d	To Interest on Do from 9th March 1789 to this day being 1 Ye. 4 Mo. 14 Ds. @ 12 ₱ Cent ₱ Annum	151	30	"						
		Pagoda 1	1073	3	"			Pagoda 1	1073	3	"

Fort Saint George
22d July 1790

Errors Excepted
J. Jno. Mitford
attyt. H. Popham
A true Copy
J. Popham

Filed the 29th April 1791

In the Honble the Mayor's Court at Madraspatnam

Between Home Riggs Popham by his Attorney John Mitford Complainant and Henry Harris Defendant

The above Named John Mitford Attorney of the said Home Riggs Popham Maketh Oath and Saith that the above Named Henry Harris Stands Justly and truly indebted unto the said Home Riggs Popham in the full and just Sum of One Thousand and Seventy three Star Pagodas and three fanams and Interest thereon from twenty Second July One Thousand Seven Hundred and Ninety. And this Defendant further saith that the Nature of his Demand is Stated in this Defendants Bill of Complaint and the exhibits thereunto Annexed filed in this Honble Court on the thirty first day of the said Month of July.

Jno Mitford
Atty to H. R. Popham

Sworn in Madras this 29th day of April 1791
Before me
Wm Webb
Aldr

L. Popham
Atty for Complt

Filed the 14th Septr 1790

The Answer of Henry Harris of Madraspatnam Surgeon in the service of the United Company of Merchants of England trading to the East Indies Defendant to the Bill of Complaint of Home Riggs Popham by his Attorney John Mitford Complainant

This

1059

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception which can or may be had and taken to the many Errors uncertainties and Insufficiencies in the Complainants said Bill of Complaint Contained for Answer thereto or unto so much thereof as this Defendant is advised to be material for him to make Answer unto Answering saith that tho he Accepted the Bill of Exchange Copy whereof is Annexed to the Complainants Bill of Complaint in this Cause Yet this Defendant saith the only Actual Consideration which this Defendant ever received for the same was Goods to the Amount in Value of Two hundred and Seventy two Pagodas and four fanams or thereabouts for this Defendant Saith that the Sum of Six hundred and forty Nine Pagodas and Nine fanams or thereabouts being the Residue of the Monies which make up the full Sum for which the said Bill of Exchange was Drawn was on Account of a Debt incurred by his Highness the Umdat Ul Omrah Bahadar this Defendant further Answering Saith that the Complainant being at Madras in the Year of Our Lord One thousand Seven hundred and Eighty Eight and he having then goods and Merchandize on hand and Undisposed of the said Complainant did inform this Defendant by letter that his said Highness Might have whatever goods or Articles his Highness had Occasion for and which this Defendant should Select from out of the said Complainants investment upon the Personal Credit of His Highness the Omdat of which this Defendant informed his Highness Whereupon this Defendant saith he did by the direction of his said Highness the Omdat and for his Use and at the instance of the said Complainant and upon the Credit of His said Highness take up from the Complainant Sudry Articles the Price whereof as Charged by the said Complainant Amounted to the said Sum of Six hundred

Hundred and forty Nine Pagodas and Nine fanams and this Defendant Saith that shortly before the said Complainant left Madras this Defendt. Called upon him in order to pay him the said Complainant the said Two hundred and Seventy two Pagodas and four fanams being the Amount Actually due and owing by this Defendant to the Complainant whereupon this Defendant saith the said Complainant did of his own Accord intimate to this Defendant that he this Defendant by reason of his being resident at Madras Could More readily get the said Six hundred and forty Nine Pagodas and Nine fanams from his said Highness than the said Complainant Could have done who was then Shortly to take his Departure from Madras And this Defendant Saith that the said Complainant did thereupon propose to this Defendant that this Defendant should Accept the said Complainants draft for the Amount both of this Defendants Debt and of the debt so due and owing to the said Complainant by his said Highness the Omdat in consequence of which and from a belief that his said Highness the Omdat would reimburse this Defendant the said Six hundred and forty Nine Pagodas and Nine fanams this Defendant did Accept the Bill of Exchange upon which the said Complainant hath filed his Bill of Complaint in this Honble Court and for which this Defendant hath neither directly or indirectly from any Person or Persons Whomsoever received any Consideration Whatever other than the said Two hundred and Seventy two Pagodas and four fanams herein before Mentioned.

All Which Matters and things this Defendant is ready and Willing to aver justify Maintain and prove as this Honble Court shall direct and therefore Most humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most Wrongfully Sustained

John White Attorney for the Defendant

Sworn before me this 13th day of September 1790

Vin^o Corbett Mayor

Henry Harris

Filed the 5th Octr 1790

The Replication of Heine Riggs Popham by his Attorney John Mittford to the Answer of Henry Harris

This Repliant by his said Attorney Saving to himself all Advantage of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the matters and Things in and by his said Bill of Complaint Already said he will justify maintain and Prove to be good Certain and Sufficient in the Law to be Answered unto in Such Manner as the same are therein or thereby Set forth and Declared and that the Answer of the said Defendant is insufficient 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 unto this Repliant He this Repliant by his said Attorney for further Replication says that he doth insist and will Maintain that the said Defendant is justly indebted unto this Repliant in the Sum of One Thousand and Seventy Three Pagodas and three fanams in manner and form as is charged in this Repliants said Bill of Complaint notwithstanding the several Matters and things Set forth by the Defendant in his Answer which this Repliant by his said Attorney Says he is not in the Knowledge of nor have they any foundation in Law for this Repliant Says that the Defendant bought the Goods and Merchandize from this Repliants Shop and the same were Accordingly Placed to his Account and therefore this Repliaant looked to him alone to be Answerable for the Amount thereof And this Repliant further Saith that when the Bill was Offered to the Defendant for Payment thereof he pleaded his Inability to discharge the same immediately but offered to Accept this Repliants draft for the same Payable in One Month after date

Date and Accordingly He Accepted the Draft Copy whereof is Annexed to this Repliants said Bill of Complaint and as to the Pretences of the Defendant that he Ought not to be Charged for the Whole Amount of the Said Goods because as he Says a Part thereof to the Amount of Six hundred and Forty Nine Pagodas and Nine fanams were upon Account of his Said Highness the Umdat this Repliant by his Attorney Says that such Pretences Ought not to be Allowed because the Defendant not only Contracted for the said Goods in his own name and upon his own Credit altho' they may have been in part for the use of another but he Accepted a Draft for the Amount Payable in One Month and therefore he Ought to be Answerable for the same especially as it was not this Repliant business to consider the Situation or Connexion of the Defendant with his Highness Umdat Ul Omrah Bahader, but to receive as he hath done, the Defendant's Security or Undertaking for the Amount of the Goods he Sold and delivered to the Defendant

All Which Matters and things this Repliant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and therefore Prays as in and by his Bill he hath Already Prayed

S. Popham
Atty for Repliant

Filed the 2d Novr 1790

The General Rejoinder of Henry Harries of Madraspatnam Surgeon in the Service of the United Company of Merchants of England Trading to the East Indies Defendant to the Replication of Home Riggs Popham by his Attorney John Mitford Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception which can or may be had taken to the many Errors uncertainties Untruths Insufficiences and imperfections in the Complainants said Replication contained for Rejoinder thereunto say that he will aver Justify maintain and Prove his said Answer to the Repliants said 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 that the said Replication is Very Untrue and Insufficient for this Defendant to make further or other Answer thereto

All Which Matters and things this Defendant is ready and Willing to Verify Maintain and Prove as this Honble Court shall direct and therefore Most humbly Pray as in and by his Said Answer he hath Already Prayed

John White Attorney for the Defendant

Fort Saint George Feb.ry 4th 1789

I Promise to pay Nelson Mitford Esquire or Order One Months after Date the Sum of Nine Hundred and Twenty One Star Pagodas and fifteen Fanams for Value received

by Sir

Your humble Servt

Home Popham

Dr Harris

Company's Hospital

February 10th

Acct Henry Harris

Rec.d 1st Feb.y 1789 "921.15."

Mayor's Court at Madraspatnam

Tuesday the 5th Day of June Anno Domini 1792

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Between Home Riggs Popham by his Attorney Nelson Mitford Warehouse Keeper in the Service of the United Company of Fort Saint George Complainant and Henry Harris Surgeon in the Service of the said United Company Defendant

This Cause coming on to be Heard and Debated this Day in the Presence of the Attorneys on both Sides on Reading the Complainants Bill with Copies of a Draft a Protest thereon

Payment thereof and due Account thereof, the Affidavit of the Complainant, the Defendants Answer, the Replication, the General Rejoinder, One Exhibit on the part of the Complainant On Hearing the Pleadings Made thereof by the Attornies and due Consideration had thereon this Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and just Sum of One Thousand and Seventy three Star Pagodas and three Fanams 1073.3 Star Pagodas with all Such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit

By Ct

Fort St George 7th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Vanamamma Venkataramiah of Madras Inhabitant by his Attorney Joakim Michel Pereira of the same Place Inhabitant That Poroposhattum Sedaramiah of Madras aforesaid Inhabitant Stands justly and truly indebted to Your Orator in the full Sum of Six Hundred and Twenty Six Star Pagodas for Principal and Interest due and Owing to Your Orator on his the said Poroposhattum Sedaramiah Bond or Written Instrument by him the said Poroposhattum Sedaramiah duly executed and bearing Date the first Day of April in the Year of our Lord One Thousand Seven hundred and Eighty Nine which will more fully and at Large Appear by a Copy of the said Bond and of said Assignment thereof hereunto Annexed for the Inspection of this Hon.ble Court to which Your Orator begs leave to Refer and Prays the same may be taken as Part of this

this his Bill of Complaint the Original whereof are in the Possession of Your Orator's Attorney at Law and Ready to be Produced when Required and Your Orator Sheweth unto this Honble Court that he hath frequently in a Friendly Manner demanded payment from the said Poorooshoattom Seetaramiah of the Said Sum of Six hundred and Twenty Six Star Pagodas Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and fifty Pounds and Eight Shillings or thereabouts.

But now so it is May it Please this Honble Court that the said Poorooshoattom Seetaramiah Combining and Confederating how to injure and distress Your Orator in this behalf has not Yet Paid Your Orator the said Sum of Six hundred and Twenty Six Star Pagodas or any Part thereof but to pay the same to Your Orator hath Altogether Refused and Still Doth Refuse To the End therefore that the said Poorooshoattom Seetaramiah May upon his Oath true full Perfect and direct Answer make to All and every the Matters and Charges Aforesaid and that as fully and Particularly as if he the same were herein Again Repeated and that the said Poorooshoattom Seetaramiah May be Decreed by this Honble Court to pay unto Your Orator the said Sum of Six Hundred and Twenty Six Star Pagodas with Interest in the meantime together with all such Costs and Expences as Your Orator shall Sustain and be put to in the Recovery thereof and that Your Orator may be further and otherways Relieved in the Premises According to Equity and Good Conscience and as the Nature Marits and Circumstances of Your Orator's Case shall Require

May it therefore Please this Honble Court to Cause the Said Poorooshoattom Seetaramiah to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet

John White Attorney for the Complainant

Fort Saint George this 7th day of May 1794
This Bill was shewn to me in the days of Adjournment Let a Summons issue Returnable Next Court day

Jos. du Pré Porcher
Mayor

Know all Men by these Presents that I Poorooshoattom Seetaramiah of Madras Inhabitant am held and firmly bound unto Yanamunra Vencataramiah of the same Place Inhabitant in the Penal Sum of Ten hundred Star Pagodas Alias One thousand Star Pagodas, to the Payment Whereof Well and truly to be made to the Said Yanamunra Vencataramiah his heirs executor Administrator firmly by these Presents In Witness Whereof I have hereunto Set my hand and Seal in Madras this first day of April in the Year One thousand Seven hundred and Eighty Nine

Whereas the above bound Poorooshoattom Seetaramiah hath borrowed and Received of the above Named Yanamunra Vencataramiah the full and just Sum of Five Hundred Star Pagodas to Run at interest at the Rate of Twelve Per Cent Per Annum Payable on Demand

Now the Condition of this Obligation is such that if the above bound Poorooshoattom Seetaramiah his heirs Executors Administrators or Assigns shall well and truly Pay or Cause to be Paid unto Yanamunra Vencataramiah his heirs Executors Administrators or Assigns the full and Just Sum of Five Hundred Star Pagodas together with such Interest as shall or may become due thereupon then this Obligation to be

be Void and of no Effect. otherwise to Continue in full force and Virtue

Signed Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of ----------

A true Copy
John White Pte. Atty

To all to whom these Presents shall Come Greeting Whereas
Pennoncheatoon Sretaramiah of Madras Inhabitant in and by his
Bond or Writing Obligatory bearing date the first day of April in
the Year of Our Lord One Thousand Seven hundred and Eighty Nine
became held and firmly bound unto Yanamunra Vencataramiah of
the same Place Inhabitant in the Penal Sum of Two hundred Star
Pagodas Condicioned for the payment of One hundred Star
Pagodas With Interest for the same in the meantime at and After
the Rate of Twelve per Cent per Annum as by the said Bond or Writing
Obligatory Will more fully Appear And Whereas There is now
Actually due and Owing to the said Yanamunra Vencataramiah
for Principal Monies and Interest on the foot of the said Bond or
Writing Obligatory the Sum of Six hundred and Twenty Six Star
Pagodas Now Know ye that the said Yanamunra Vencataramiah for
a full and Valuable Consideration to him in hand Well and truly paid by
Jokim Michel Pereira of Madras Inhabitant at or before the Sealing and
Delivery of these Presents the Receipt whereof the said Yanamunra Vencatara-
miah Doth hereby Acknowledge he the said Yanamunra Vencataramiah
Hath bargained Sold Assigned Transferred and Set over and by these Presents
Doth bargain Sell Assign Transfer and Set over unto the said Jokim Michel
Pereira the said Bond or Writing Obligatory and all Monies which now are or
Which shall hereafter become due and Owing thereon and all his the said
Yanamunra

Yanamunra Vencataramiah Right Title and Interest Property Claim and
Demand of in and to the same and every Part thereof To have and to hold the
said Bond or Writing Obligatory together With all Benefit and Advantage
to be thereby had and got Whereunto the said Jokim Michel Pereira his Executors
and Administrators as his and their own Proper Monies from hence forth
forever and the said Yanamunra Vencataramiah for the Consideration above
said Hath made Nominated Constituted and Appointed and by these Presents
Doth Make Nominate Constitute and Appoint the said Jokim Michel Pereira
his true and Lawfull Attorney Irrevocable for him and in his name or other
ways to Ask Demand Sue for Recover and Receive by all Lawfull Ways and
Means of and from the said Pennoncheatoon Sretaramiah his Heirs Execu-
tors and Administrators the said Sum of Six hundred and Twenty
Six Star Pagodas so due and Owing on the said Bond or Writing Obligatory
and upon Payment thereof to Release Acquit and Discharge the same and on Pay-
ment thereof to Deliver up and Cancel the said Bond or Writing Obligatory
and to give Sufficient Releases and Discharges for the same and One or
More Attorney or Attornies under him the said Jokim Michel Pereira
for the Purposes Aforesaid to make Constitute and Appoint and Whatsoever
The said Jokim Michel Pereira or his Attorney or Attornies shall Lawfully
Do or Cause to be done in the premises The said Yanamunra Vencataramiah
Doth hereby for himself his Heirs Executors and Administrators Covenant
Promise and Agree to Ratify Confirm and Allow and the said Yana-
munra Vencataramiah for himself his Executors and Administrators
Doth Covenant and Agree to and With the said Jokim Michel
Pereira his Executors and Administrators that he the said Yanamunra
Vencataramiah Hath Not Received Nor Will at any time hereafter
Receive the Monies Which now are or which hereafter shall become
due and Owing upon the said Bond or Writing Obligatory or any
Part thereof But will Allow of all Lawfull Proceedings for the Recovery
thereof by the said Yanamunra Vencataramiah Saving the said Jokim

Michel

Michel Pereira harmless of and from any Costs that may happen to him thereby In Witness Whereof the said Yanamunra Vencataramiah hath hereunto Set his hand and Seal in Fort Saint George this fifth day of May in the Year of Our Lord One Thousand Seven hundred and Ninety One

Y. Vencatramiah Brominy (L.S.)

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

P. Vadagery Roylor Bramney
Tellesingan

A true Copy
John White Attorney for the Complainant

Mayor's Court at Madraspatnam

Tuesday the 14th Day of June Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

L.S.

Mayor's Court

Between Yanamunra Vencataramiah of Madras Inhabitant by his Attorney Jokim Michel Pereira of the same Place Inhabitant Complainant and Poorroshoattom Seetaramiah of Madras Aforesaid Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issue for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum

Sum of Six Hundred and Twenty Six Star Pagodas (Star Pag.s 626 - - -) 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

Pr Cur

Filed the 1st Sept.r 1790

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

Humbly Complaining Sheweth unto this Hon.ble Court Your Orator Piravally Pariah of Madras Inhabitant that Moorugapan Alias Freemangalam Vencatasha Chetty Moorugapan of the same Place Inhabitant Stands Indebted unto Your Orator in the full and Just Sum of Two hundred and Seventy Eight Star Pagodas and five fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One hundred and Eleven Pounds Four Shillings and Ten Pence or thereabouts as will Morefully and at large Appear by Copy of an Account Current and also by Copy of the Translation of a Bond or Obligation given and granted unto Your Orator by the said Moorugapan Alias Freemanjalam Vencatasha Chetty Moorugapen bearing date the Twenty Ninetth day of May which Was in the Year of Our Lord One Thousand Seven hundred and Eighty Nine Payable on or before the Tenth day of July Next from the date thereof With Interest at the rate of Twelve Per Cent per Annum hereunto Annexed for the Inspection of this Hon.ble Court both which Your Orator Prays may be Admitted as Part of this his Bill of Complaint the Originals Whereof being in Your Orators Possession and ready to be produced when Required for And Your Orator sheweth that it is further Covenanted and Agreed by the said Moorugapen Alias Freemangalam Vencatasha Chetty Moorugapen that in Case the said Sum of Money should not be discharged

Discharged According to the Terms therein Specified for the Payment thereof
that Your Orator shall in such Default be at Liberty to sue for the same in
this Honble Court by which said Agreement and Covenant of the said
Moorugayan Alias Iremangalam Venkatasha Chitty Moorugayan
Your Orator is at full Liberty to Commence and Action and Sue for the
Payment of this aforesaid Debt in this Honble Court According to the Mea-
ning Spirit and Construction of His late Majesty's Charter now in force
respecting the Prosecution of Suits between the Natives of Madras in the
Honble Mayor's Court And Whereas Your Orator hath frequently
and in an Amicable Manner Requested Payment of the said Sum of
Two hundred and Seventy Eight Star Pagodas and Five Fanams from
the said Moorugayan Alias Iremangalam Venkatasha Chitty Moorug-
ayan

But now so it is May^t Please this Honble Court the
said Moorugayan Alias Iremangalam Venkatasha Chitty Moorug-
ayan Obstinately and Wilfully Refuses to pay the same or to give Your
Orator any Manner of Satisfaction touching the Premises Your
Orator therefore prays all general Relief suitable to this Honble Court
shall Appear Agreable to Equity and good Conscience To the End
therefore that the said Moorugayan Alias Iremangalam Venkatasha
Chitty Maruppan his Corporal Oath full True direct and perfect Answer
Make to all and Singular the Matters and things herein before Set forth
and Alledged as fully truely and Effectually to all Intents and Purposes as
if the same were hereagain Repeated and particularly Interrogated and
that he May be Decreed to pay unto Your Orator the aforesaid Sum of Two
Hundred and Seventy Eight Star Pagodas and Five Fanams together
With all such Interest as now is or shall hereafter become due thereon
and Also all Costs of this Suit

May it Please this Honble Court to Cause the said
Moorugayan Alias Iremangalam Venkatasha Chitty Moorugayan to
be Summoned and Required by the Sheriff of Fort Saint George Town of
Madrasapatnam and the Districts thereof personally to be and Appear before
this Honble Court at a Certain time and Place to be by this Honble Court
Prefixed and Appointed then and there to Answer this Your Orator's Bill
of Complaint and further to stand to and Abide by such Order and
Decree therein as to this Honble Court shall Seem Meet

Fort St George 1st Septr 1790

This Bill was sworn to be between the
Days of Adjournment & a Summons issued
Returnable Next Court Day

Wm Corbett Mayor

H^y Dignum
Att^y Comp^t

Pagodas 278 5

Pagodas 278 5

Wm Corbett Mayor

H^y Dignum
Att^y Comp^t

Translation of a Bond Dated 19th Vyausy of Soumea Year Answering to Anno Domini 29th May 1789.

I Tereemangalam Vencatasha Chitty Moorugapam do give this Bond to Peravally Pariah of Madras that is to say.

In Consequence of my Urgent Occassion I have this day borrowed and Received of You the Sum of (340) Three hundred and forty Current Star Pagodas which Sum I do hereby engage to repay You on or before the 30th Auny or 10th July Next with all such Interest as shall or May become due thereon at the Rate of 12 ₱ Ct ₱ Annum In default of which You are hereby empowered to Prosecute me in the Honble the Mayor's Court and recover the Principal and Interest with the Charges Attending the Court Thus I have given this with my free Will and Consent Witnesses Moducore Veeriar and Mootapillay by their Knowledge Drawn and Signed by Moorugapan's own hand Writing

Witness Signed Mootapillay
On the 26th Arpesy or 6th November
Received Pagodas --- 100

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

Ranganaudom
Interpreter

A true Copy

Hy Du Pré
Atty Compt

1075

Mayor's Court at Madraspatnam } { Tuesday the 14th Day of June Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

Mayor's Court

Between Peravally Pariah of of Madras Inhabitant Complainant and Moorugapan Alias Treemangalam Vencatasha Chitty Moorugapan of the Same Place Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Seventy Eight Star Pagodas and five fanams (Star Pagodas 278. 5.) 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

Ex Cur

Filed the 13th April 1791

In the Honble the Mayor's Court at Madraspatnam

In the Cause of William Balfour, John Spalding and Oliver Colt Complainants

and

Aumandarow and Soobarow Defendants

The Humble Petition of the United Company of Merchants of England trading to the East Indies by their Agents or Representatives Major General William Medows President and Governor of Fort Saint George and Sir Charles Oakeley Baronet and John Hudleston Esquire Members of the said Council and together Composing the Government of Fort Saint George.

Sheweth

That the above Named Complainants did some time in the Month of July which was in the Year of Our Lord One Thousand Seven Hundred and Ninety exhibit a Bill of Complaint in the Honble Court against the above Named Defendants for the Recovery of the Sum of four hundred and thirty Nine Pagodas five fanams and Twenty Nine Cash And Your Petitioners Shew that Summons did Issue upon the said Bill of Complaint which was Returned in this Honble Court on or about the Sixteenth day of the said Month of July Not to be found That upon such Return the Attorney for the said Complainants did pray that a Warrant of Sequestration Might Issue against the Goods and Chattles of the said Defendant in Consequence Whereof the said Sheriff or his Depaty did Seize and Sequester a Large Spot of Ground Situated at Parsewack without Making an Enquiry as ought to have been done whether the Premises were or were not the Property of the said Defendants Your Petitioners further Shew that the time or Space of Six Months the time limited in His Majesty's Charles elapsed Since the Return of the Said Warrant of Sequestration and as the Defendants did not Make any Appearance in this Honble Court to Answer the Complainants's Said Bill of Complaint this Honble Court did on the Eighth day of February last Past grant a Decree against the Said Defendants for the Amount of the Complainants Demand and the Term of fourteen Days allowed by the said Charter having elapsed Without the said Defendants Satisfying the said Decree or Appealing therefrom the Attorney for the Complainants Prayed that an Order might Issue to the Sheriff to sell the said Sequestred Premises Seizid by him by Virtue of the said Warrant of Sequestration, which Prayer was granted by the said Mayor's Court and the Sheriff did by Virtue of the Said Order Advertize the said Spot of Ground to be sold on the thirteenth instant as by the Copy of the said Advertizement hereunto Annexed may Appear Whereas Your Petitioners Shew that the said Premises are the Property of the said United Company and have never been Sold to the Defendants or any other Person under whom the Defendants can shew a Title thereto

All which Matters and things Your Petitioners shew are true and as the Defendants have no Title from Your Petitioners to the said Ground Your Petitioner therefore pray that the Sheriff be Restrained by Order of this Court from Selling the said Premises till the further order thereof and that the Complainants do pay all Costs of this Petition.

L. Popham
Attorney for the Petitioners

Fort St George 1st April 1791

Willm Balfour John Spalding & Oliver Colt
vers
Aumandarow & Soobarow

Public Notice is hereby given that on the 13th Instant will be Sold

Sold by Public Outcry on the Premises between the hours of 4 and 6 in the afternoon, a Large Garden house and Ground Containing 2472 Grounds or thereabouts Planted with Coconut and Numerouse other Trees Situated at Pursewack between the Garden of Nagapah Chitty and the Garden of Permah Moodelly, being the Property of the above Named Defendants and Seized by Order of the Honble the Mayor's Court and as a Deposite of 10 ₱ Cent is to be Made by the Person who shall Purchase the said Garden house and Ground all Persons who shall Attend the sale are to take Notice thereof and come Prepared Accordingly, and unless the Purchase Money be paid within 10 Days after the day of Sale the Deposite shall be forfitted, the said Garden house and Ground to be resold and if any deficiency to be Paid by the first Purchaser

(Signed) Neil Campbell
Sheriff

A True Copy
S. Popham

Mayor's Court at Madraspatnam } { Tuesday the 14th Day of June Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Benjamin Roebuck
Aldermen

William Balfour John Spalding and Oliver Colt
vers
Anandaron and Soobaron

Mr Stephen Popham Attorney for the Petitioners The United Company of Merchants of England trading to the East Indies Produces to the Court a Certificate from the Register Setting forth that the Usual Rules have issued for Respondents to Answer the Petitioners Petition which they have Neglected doing He therefore Prays that the Sheriffs Seals may be taken off the Sequestered Premisses and that the Respondents may Pay the Costs Attending the Petition Ordered Accordingly

A True Extract

Filed the 14th June 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 10th Day of May Anno Domini 1791

Present
Josias Du Pré Porcher Esqre Mayor
James Call Andrew Ross and
Henry Chichley Michell Aldermen

Vellapah Dubash
vers
Thonda Singanah

The Attorney for the Respondent Prays that the Petitioner Vencatadasavey May be Next Court Day Appoint another Attorney to Act for him in the Room of Mr Pullein Spencer Who is Dead Ordered Accordingly

A True Extract
G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Vellapah Dubash Respondent and Venatadasavey Petitioner

In the Cause of Vellapah Dubash of Madras Inhabitant Complainant and Thounda Linganah of the same Place Inhabitant Defendant

The Affedavit of Thomas Ives One of the Serjeants of this Honble Court

This Deponent Maketh Oath and Saith that he did on the Eleventh day of this Present Month of June Call at the Dwelling House of the Above Named Petitioner With the Intention of Serving him with a Copy of the Accompanying Extract but the Said Petitioner being from home He this Deponent Left the Copy thereof at his Said House

Thos Ives

Sworn to in Court this 14th June 1791

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esqre Mayor
James Call Andrew Ross and
Henry Chichley Michell Aldermen

Vellapah Dubash
vers
Thonda Linganah

Affidavit of Thomas Ives of Service of Notice upon the Petitioner Venatadasavey to Appoint another Attorney to Act for him in the Room of Mr Pullien Spencer who is Dead Sworn to in Court Read and filed this day — The Attorney for the Respondent prays that the Petitioner Venatadasavey may by Next Court day Appoint another Attorney to Act for him in default of which Issue Will be Joined in this Matter — Ordered Accordingly —

A true Extract

Filed the 14th June 1794.

In the Honble the Mayor's Court at Madraspatnam

Between Sir John Menzies Complainant

and

James Hodges Defendant

The Affidavit of Henry Du Puy One of the Attornies of this Honble Court

The Said Henry Du Puy Maketh Oath and Saith, that he this Deponent was Attorney for the above Named Defendant James Hodges in the above Cause — That on or about the third day of this Present Month of June he Received a Letter from Stephen Popham and Peter Walker, as Attornies for the above Named Complainant, With a Copy of an Order of the Court of Appeals of Madras of the Eighth day of August One thousand Seven hundred and eighty Nine, whereby the Decree of this Honble Court of the Fifteenth November One thousand Seven hundred and Eighty eight was Reversed, and the said James Hodges was Ordered to Answer the said Sir John Menzies Bill — and also an Order of the Kings Most Excellent Majesty in Council Whereby the said Sir John Menzies was Permitted to withdraw his Appeal from the said Order of the Court of Appeals of Madras — The said Deponent further Saith that he hath heard and doth Verely believe that the said James Hodges did Sometime on or about the Month of July or August last leave Madras by Permission of Government to go to China or Europe for the Recovery of his health — That the said James Hodges did not Return to Madras but Proceeded to Europe, that the said James Hodges did duly Transmit the Several Proceedings of the said Cause and of the Appeal of the said Sir John Menzies to Europe — But did not give this Deponent any instructions to Defend the said Suit in the event of any Order therein — And this Deponent Verely believes that his Reason for not so ding was that he the said James Hodges Did believe that he he should Arrive in England before the determination of the said Appeal before the King in Council — But this Deponent Saith that he is in possission of Ample Materials for an Answer to the said Bill Which were furnished him by the said James Hodges some time after the Commencement of the above Cause — And such Answer he this Deponent by instruction of the said James Hodges was preparing to draw out at the time that he was informed that the said Sir John Menzies Attornies had Appealed from the said Order of the Court of Appeals And the Putting in of which and making Oath thereto was solely prevented by the said Appeal on behalf of the said Sir John Menzies to the King in Council — this Deponent further Saith that for the above Causes he doth not consider himself Authorized to Put in an Answer on behalf of the said James Hodges, and also because he hath not Money belonging to the said James Hodges to defray the Charges thereof, But that he this Deponent hath written under the date of the Seventh Instant to Doctor George Benny at Masulipatam who he this Deponent hath been informed the said James Hodges left his Attorney at his departure for Europe —

Hy Du Puy

Madraspatnam
Sworn to in Court this
14th June 1794

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Benjamin Roebuck

Aldermen

Sir John Menzies Baronet

vers

James Hodges

Affidavit of Mr Henry Du Puy Sworn to in Court Read and filed this Day

A true Extract

Filed 21st June 1791

In the Honble the Mayor's Court at Madraspatnam

Between Robert Clark Esquire Complainant

and

Mookoondoo Naick Defendant

The Affidavit of Thomas Ives Court Serjeant

The Above Named Thomas Ives Maketh Oath and Saith that he the Deponent did on the fourth Day of this Present Month of June call at the House of avalram One of the Witnesses intended to be Examined on behalf of the above Defendant with an Intention of Serving him with a Copy of a Summons issued from the Examiner of this Honble Court and that the said Cavalram being from home he the Deponent left the same with some of the Family of the said Cavalram at his said Dwelling House

Thos Ives

Sworn in Court this 21st June 1791

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross John Mitford and

James Amos Aldermen

Robert Clerk

vers

Moocoondoo Naik

Note from the Examiner to the Register Read Setting fourth that all the Witnesses have been Examined and have Signed their Depositions except Chinna Soobiah who has not Appeared for Examination on the Part of the Complainant and on the Part of the Defendant Avadanum Taupiah Braminy and Ballasawmy Vencatasawmy have been Examined but not Signed their Depositions and Cavolooram not Appeared for Examination, The Attorney for the Complainant Prays that Publication may Pass in this Cause to Which the Opposite Attorney Objects and Prays that he May be Allowed

Allowed a further time of One Week for the Examination of Witnesses in Support of which he prays leave to file the Affidavit of Thomas Ives Sworn to in Court this day and Prays that a Summons may issue against Cavolooram for Contempt in not Appearing to give in his Deposition Affidavit read. The Court having taken the same into Consideration it is Ordered that a further time of One Week be Allowed for the Examination of Witnesses and that a Summons do issue against Cavolooram for Contempt is not Appearing before the Examiner.

A true Extract

Filed 26th April 1791

In the Honble the Mayor's Court at Madraspatnam

In the Cause of William Balfour John Spalding and Oliver Colt under the name and firm of Balfour Spalding and Colt Complainants

vers

Anandarow and Soobarow Defendants

The Humble Petition of Rungapillah of Madras Inhabitant

Sheweth

That the Above Named Complainants did Some time in the Month of July which was in the Year of Christ One Thousand Seven hundred and Ninety exhibit a Bill of Complaint in this Honble Court Against the Above Named Defendants for the Recovery of the Sum of Four hundred and Thirty Nine Pagodas Five fanams and Twenty Nine Cash, and Your Petitioner Sheweth that Summons did issue upon the Said Bill of Complaint which was returned in this Honble Court, on or About the Sixteenth day of the said Month of July not to be found that upon such return the Attorney for the said Complainants did Pray that a Warrant of Sequestration might issue Against the Goods and Chattels of the said Defendants and in Consequence thereof the Said Sheriff or his Deputy did Seize and Sequester a Certain House and Ground Situated at Madras Venkayah's Street otherwise Called Barey Timmapah Naicks Street, Without Making an Enquiry as ought to have been done whether the Premisses were or were not the Property of the Said Defendants, Your Petitioner further Sheweth that the time or Space of Six Months the time Limited in His Majesty's Charter elapsed since the Return of the said Warrant of Sequestration and as the Defendants did Not make any Appearance in this Honble Court to Answer the Complainants Said Bill of Complaint this Honble Court did on the Eighth day of Feby Last Past grant a Decree Against the said Defendants for the Amount of the Complainants Demand and the Term of Fourteen days Allowed by the said Charter having elapsed without the said Defendants Satisfying the said Decree or Appealing therefrom the Attorney for the Complainants Prayed that an Order might issue to the Sheriff to sell the Said Sequestered Premisses, Seized by him by Virtue of the said Warrant of Sequestration which Prayer was granted by the said Mayor's Court and the Sheriff did, by Virtue of the said Order, Advertize the said House and Ground to be sold on the Twelfth Instant

Your Petitioner sheweth that the said House and Ground and the several Premises and Appertenances thereon and thereto belonging are not the Property of the said Defendants or of either of them, but they are the real and Lawfull Property of Goontore Vencataroyaloo, besides which Your Petitioner Sheweth that the said House and Premises were at and before the time of Such Sequestration and Seizure on behalf and at the instance Aforesaid Mortgaged and Assigned

Assigned over unto Your Petitioner by the said Gountoor Vencatarow-
yaloo the Real Proprietor thereof for Securing the Payment of the Sum
of Three hundred and Fifty Pagodas, by a certain Mortgage Bond or
Writing Obligatory Wherein and Whereby the said Gountoor Vencatarow-
yaloo did on the Thirteenth day of March which was in the Year of
Christ One Thousand Seven hundred and Eighty Seven become bound
unto Your Petitioner for the said Sum of Three hundred and fifty
Pagodas and Interest thereon at the Rate of Twelve per Cent per Annum
on Demand and for Securing the Payment whereof the said Gountoor
Vencatarowyaloo did therein and thereby Mortgage and Assigne over
unto Your Petitioner the aforesaid House and Ground Seized and
Sequestered as aforesaid as will More fully and at Large Appear by
the Copy of the Translation of the said Mortgage Bond and Copy of
the Choultry Bill of Sale of the said Premises hereunto Annexed for
the Inspection of this Honble Court and Prayed by Your Petitioner
to be taken as part of this his Petition the Originals Whereof are in
Your Petitioner's Possession and ready to be Produced to this Honble
Court when Required

And Your Petitioner Shewe th That being thus Injured
as aforesaid he Humbly Prays that this Honble Court will be Pleased
to Order and Direct the said Sheriff to take his Seals from the said
Sequestered Premises and That the said Complainant may Pay all
Costs of this Petition and that this Honble Court Will grant unto
Your Petitioner such further and other Relief in the Premises as to
them May Seem Meet

Hy Dis Sing
Atty Pet^r

Translation of a Mortgage Bond Dated 13th Pungoony or 13th March
1787

I Gountoor Vencatarowyaloo of Madras do give this Mortgage
Bond to Rungapillay of the same Place that is to say

In Consequence of my Urgent Occasions I have this day
Mortgaged to You my House Situated at Madras Venkias Street
Between the Houses of Goundauwyala Pooroshottamiah and
Perepauchy Vencataramniah to gether with the Choultry Bill of Sale
for the same in the Name of my Brother Vencataramniah and
Borrowed and Received of You the Sum of (350) Three Hundred
and Fifty 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^r C^t p^r Annum Thus I have given You
this Mortgage Bond of House with my free Will and Consent
Witnesses Nadoomcoondaram Appauyapillay and Tankasaulaliyday
naudapillay by their Knowledge this Mortgage Bond was drawn
by Vencataudey

(Signed) Gountoor Vencatarowyaloo

Witnesses Signed
Nadoomcoondaram Appauyapyen
Tankasaula Liyday pynaudan

I have Translated as near as can be from the
Gentoo Language
Ramganaudom
Interpreter

True Copy
Hy Dis Sing
Atty Pet^r

This is to Certify that Coundoo Vencataramiah Shaths this day Appeared before Us and Produced Pursupauty Vencataramiah and Coundatchachalah Ramasamyah Persons of Credit who Declare that they have known the said Coundoo Vencataramiah Twenty Years and that they Know him in Possession of a House and Ground Containing in length from North to South Fifty eight feet and a half and in Breadth from East to West Thirty One feet, which Premises are situated at Peddah Naicko Pettah in Madras Vengiah's Street, Between the Houses of the said Pursupauty Vencataramiah and Coundatchachala Perumalthamiah and Deceased to him as Heir to his Brother Coundoo Vencatachelliah Deceased which Premises he has Possessed a Year and a half without any dispute or Question of his Right thereto, That moreover a Proper Advertisement was duely Affixed upon the Door of the above Mentioned House One Month before the drawing of this Certificate all which the said Witnesses Allege they declare without any Interest or View of Private Advantage to themselves, the said Coundoo Vencataramiah likewise Avers, that he is now in full and Lawfull Possession of the said House and Ground free from any Mortgage or incumbrance whatever but that the Bill of sale of the said Premises has been lost The above Premises having been Examined and Measured by Irobapah Masterey Bricklayer and Valued and that Service are Valued by him at the Sum of Two Hundred Pagodas To Testify the Truth whereof We have hereunto Set Our Hands and Caused the Seal of the Choultry Court at Fort St. George to be affixed this 6th Day of September One Thousand Seven Hundred and Sixty Nine

Witnesses
Coundatchachala Ramasamyah
Pursupauty Vencataramiah
Town Conceeply Paria Eyah

Jos. Du Pre } Justices
John Whitehill }

Registered

Registered in Fort St. George
this 30th Day of September 1769

Ed. Veney
Regr.

True Copy
Hy. DuPuy
Atty. Pl.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 25th Day of June Anno Dominii 1794

Present

Josias Du Pre Pocher Esquire Mayor
Andrew Ross John Mitford and
James Innes Aldermen
William Balfour John Spalding and Oliver Colt
Esqrs
Assistants and Freemen

Wm. Henry DuPuy Attorney for the Petitioner Rangayillah Requests this Court that the Usual Rules have issued for the Respondents to Answer the Petition which they have Neglected so doing He therefore Prays that the Sheriffs Seals be taken off the Sequestered Premises and that the Respondents may pay all Costs Attending the Petition Ordered Accordingly

A True Extract

Filed 21st June 1794

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th Day of June Anno Domini 1794

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Benjamin Roebuck

Aldermen

Vellapah Dubash
vers
Thonda Singanah

The Attorney for the Respondent Prays that the Petitioner Vencatadasavey may by next Court Day Appoint another Attorney to Act for him in default of which Issue will be Joined in this Matter

A True Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Vencatadasavey Petitioner and Vellapah Dubash Respondent

in a Certain Cause

Vellapah Dubash of Madras Inhabitant Complainant and Thonda Singanah of the Same Place Inhabitant Defendant

The Affidavit of Thomas Ives One of the Serjeant of this Honble Court

This Deponent Maketh Oath and Saith that He did on the Seventeenth Day of this Present Month of June Call at the Dwelling House of the above Named Petitioner with the Intention of Serving him with a Copy of the Accompanying Extract but the Said Petitioner being from home He this Deponent Left the Copy thereof at his said House

Thos Ives

Sworn to in Court this 21st June 1794

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st Day of June Anno Domini 1794

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross — John Mitford and

James Amos — Aldermen

Vellapah Dubash
vers
Thonda Singanah

Affidavit of Thomas Ives of Service of Notice on the Petitioner Vencatadasavey to Appoint another Attorney to Act for him and in default thereof that Issue will be Joined in this Cause Sworn to in Court Read and filed this day

A true Extract

Filed the 21st June 1791

To the Honble the Mayor's Court at Madraspatnam

Between the United Company of Merchants of England Trading to the East Indies by Major General Sir Archibald Campbell Knight of the Most Honorable Order of the Bath their President and Governor of Fort St George and its dependencies and John Holland James Henry Casamayor and Robert Maunsell Esqrs Members of their Council at Fort St George aforesaid Complainants and Charles Floyer Esqr a Senior Merchant in the Service of the said Complainants Defendant

The Humble Petition of the above Named Complainants

Shew

That Your Petitioners did on the third day of March in the Year of Our Lord One Thousand Seven hundred and eighty Nine by their said President and Council 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 from the said Defendant to Your Petitioners

That After the Usual Proceedings were had the Cause Came on to be heard on the Nineteenth of April in this Present Year of Our Lord One Thousand Seven hundred and Ninety One, When this Honble Court were Pleased to Decree that the said Defendant Should pay unto Your Petrs the Sum Sued for with Interest and Costs of Suit from Which said Decree the said Defendt did Appeal to the Honble the Court of Appeals at Madraspatnam

Your Petitioners 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 Court of Appeals to Attend the hearing of the Said Cause

And Your Petitioners as in duty Bound

Shall Ever Pray

H. J. Du Puy
Atty Compt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross John Mitford and

James Amos 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 Cassamayer and Robert Maunsell Esquires Governor and Council of Fort St George

Charles Floyer

Petition of the Complainants Praying that the Proceedings in this

this Cause may be sent up to the Court of Appeals Read and filed this day Ordered Accordingly

A true Extract

Filed 7th Augt 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Aroya Pillah of Nagapatam Inhabitant by his Attorney Nicholas Fauther Linden of Madras Inhabitant that Annah Moodelly and Chinnal Appoy of Nagapatam Inhabitant stand Justly and Truly indebted unto Your Orator in the full and just Sum of Four Hundred and One Star Pagodas and Thirty Fanams Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of One Hundred and Sixty Pounds Thirteen Shillings and three Pence or thereabouts as will more fully and at large Appear by the Copies of an Account Current and sundry Instruments Annexed for the Inspection of this Honble Court which Your Orator Prays may be Admitted as part of this Your Orators Bill of Complt the Originals Whereof being in Your Orator Attorneys Possession and Ready to be Produced whenever this Honble Court shall Require and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment of the said Sum of Four Hundred One Star Pagodas Thirty Fanams from the said Annah Moodelly and Chinnal Appoly

But now so it is May it Please this Honble Court the said Annah Moodelly and Chinnal Appoy 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

General Relief such as to this Honble Court shall Appear Agreable to Equity and good Conscience To the End therefore that the said Annah Moodelly and Chinnal Appoy may upon their Corporal Oaths full True Direct and perfect Answer make to all and Singular the Matters and things herein before and Alledged as fully Truly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that they may be Decreed to pay unto Your Orator the aforesaid Sum of Four Hundred and One Star Pagodas and Thirty Fanams with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit

May it Please this Honble Court to Cause the said Annah Moodelly and Chinnal Appoy to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madras Pattanam 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 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
7th August 1790

J. Walker
Atty for Compt

This Bill was Shewn to Court in the
Days of Adjournment Ld to Commencement
Tuesday Last Court Day

Wm. Corbett
Mayor

D.r — Annack Moodelly and Chinnaul Ayyey in Account Current With Aneya Pillah — Cr.

1787 Dec.r	23.	To Balance Due as p.r Account Particular from 1.st November 1780. to this Day	84.	12.	7.				1790 June	15.	By Balance due			472.	16. 28.
1788 Oct.r	15.	To Amount of my House at Vadavar Cuvil Street Sold by Yoke Nulaw Sully	150.	"	"										
		To Amount of my Another House at Cuttayapur Cuvil Market Sold by You Nulaw Sully	55.	"	"										
		To Sundry Things and Cow &c.a Sold by Ponnaswicky	31.	10.	21.										
		Was given my House in Sanjore Pon.r Chetty & or	5			378.	2.	28.							
1790 June	15.	To Interest on the above Sums from their Respective Dates to this Day at 12 p.r Cent p.r Annum													
		On Page 84. 12. 7. for 2 Y.rs 5 M.ths 22 D.s	24.	15.	"										
		On Page 150. for 1 Y.r 4 M.ths	30.	"	"										
		On Page 55. for 1 Y.r 2 M.ths	11.	"	"										
		On Page 31. 10. 21. for 1 Y.r 8 M.ths	6.	12.	"	72.	7.	"							
		To Cash Paid Cangayaraby Pundaramsaw Y.r Rec.t	17.	"	"	390.	9.	28							
		To Cash Paid Moodyan Moorthy Chetty Do.	7.	7.	"										
		To Cash Paid Chinnasamy for the Expences of the Road	4.	"	"										
		To go to Madras from Rachur	2.	"	"										
		To Cash Paid for Petitioner Your Account	30.	"	"										
		To Cash Paid Mr.r Hastman on Your Acc.t	22.	"	"	82.	7.	"							
		To Cash Paid Mr.r Hacman Ditto													
		Port Nove Pagodas				472.	16.	28							
		Pagodas Excepted							June	15.	1790				

Port Nove Pagodas 472. 16. 28.

Errors Excepted
P.r Walker
Cashr for Compt.r

Dr. Annack Moodelly and Chinnaul Ayyey in Account Current With Aneya Pillah — Cr.

Annack Moodelly and Chinnaul Ayyey in Account Current With Aneya Pillah

Dr.

1787 Dec.r 23. To Balance Due as p.r Account Particular from 1.st November 1780. to this Day — 84. 12. 7.

1788 Oct.r 15. To Amount of my House at Vadavar Cuvil Street Sold by Yoke Nulaw Sully — 150. " "

To Amount of my Another House at Cuttayapur Cuvil Market Sold by You Nulaw Sully — 55. " "

To Sundry Things and Cow &c.a Sold by Ponnaswicky — 31. 10. 21.

Was given my House in Sanjore Pon.r Chetty & or — 5

378. 2. 28.

1790 June 15. To Interest on the above Sums from their Respective Dates to this Day at 12 p.r Cent p.r Annum

On Page 84. 12. 7. for 2 Y.rs 5 M.ths 22 D.s — 24. 15. "

On Page 150. for 1 Y.r 4 M.ths — 30. " "

On Page 55. for 1 Y.r 2 M.ths — 11. " "

On Page 31. 10. 21. for 1 Y.r 8 M.ths — 6. 12. " — 72. 7. "

To Cash Paid Cangayaraby Pundaramsaw Y.r Rec.t — 17. " " — 390. 9. 28

To Cash Paid Moodyan Moorthy Chetty Do. — 7. 7. "

To Cash Paid Chinnasamy for the Expences of the Road — 4. " "

To go to Madras from Rachur — 2. " "

To Cash Paid for Petitioner Your Account — 30. " "

To Cash Paid Mr.r Hastman on Your Acc.t — 22. " " — 82. 7. "

To Cash Paid Mr.r Hacman Ditto

Port Nove Pagodas — 472. 16. 28

Pagodas Excepted

June 15. 1790

Port Nove Pagodas 472. 16. 28.

Errors Excepted
P.r Walker
Cashr for Compt.r

Know all Men by these Presents that We Annack Moodelly and Chinnaul Ayyey of Pagodatchatrum in the District of Tanjaure Inhabitants and Gentlemen of Fort Saint George Do Hereby Acknowledge to have Received from Aneya Pillah Gentleman of the Same Place the Sum of Three Hundred and Ninety Nine Pagodas and Nine Fanams in Full of all Demands to this Day Which Sum We Promise to Pay unto the said Aneya Pillah or his Order at Fort Saint George on Demand Witness our Hands at Fort Saint George this 15.th Day of June 1790.

Annack Moodelly
Chinnaul Ayyey

Witness
P.r Walker
Cashr for Compt.r

Know all Men by these Presents that We Annack Moodelly and Chinnaul Ayyey of Pagodatchatrum in the District of Tanjaure Inhabitants and Gentlemen of Fort Saint George Do Hereby Acknowledge to have Received from Aneya Pillah Gentleman of the Same Place the Sum of Three Hundred and Ninety Nine Pagodas and Nine Fanams in Full of all Demands to this Day Which Sum We Promise to Pay unto the said Aneya Pillah or his Order at Fort Saint George on Demand Witness our Hands at Fort Saint George this 15.th Day of June 1790.

Annack Moodelly
Chinnaul Ayyey

Witness
P.r Walker
Cashr for Compt.r

Linden his Heirs Executors Administrators or Assigns to Ask Require demand and Receive of the said Annah Moodelly and Chinnaul Appy their Heirs Executors and Administrators the money due and to become due on the said Account Current and on Non Payment thereof He the said Nicholas Funther Linden his Heirs Executors Administrators and Assigns to Sue for and Recover the same and on Payment thereof to deliver up and Cancel the said Account Current and Give Sufficient Releases and Discharges therefore and One or more Attorney or Attornies Under him to make Constitute and Appoint and whatsoever the said Nicholas Funther Linden or his Attorney or Attornies under him shall Lawfully do in the Premises the said Areya Pillah doth hereby Allow and Affirm and the said Areya Pillah doth Covenant with the said Nicholas Funther Linden that he the said Areya Pillah hath not Received nor Will Receive the said Sum due or to become due on the said Account Current or any Part thereof Neither shall or will Release or Discharge the Same or any Part thereof but will Own and Allow of all Lawfull Proceedings for the Recovery thereof he the said Nicholas Funther Linden Saving the said Areya Pillah harmless of and from any Costs that May happen to him thereby In Witness Whereof he the said Areya Pillah hath hereunto Set his hand and Seal in Fort Saint this Fifteenth day of June in the Year One Thousand Seven hundred and Ninety

Signed Sealed and Delivered
Whereno Stamp'd Paper is to be had
in the Presence of
M: B: Comaroo
P: Sashachellum

a True Copy
P. Walker
Atty for Compt.

Extract from the Minutes of Court Held at the Town Hall of Tuesday the 21st Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross John Mitford and
James Amos Aldermen

Areyapillah by his Attorney Nicholas Funther Linden
vers
Annah Moodelly and Chinnal Appy

The Attorney for the Complainant Produces to the Court a Certificate from the Register Setting forth that the Usual Rules have issued for the Defendants to Answer the Complainants Bill which they have Neglected doing. He therefore prays that a Decree may Now Pass Bill Read The Court having taken the same into Consideration it is Ordered that the Bill do Stand Dismissed With Costs

A true Extract

Filed the 7th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Manoel Da Silva of Madras Inhabitant that Goommody Poondy Coottey Chitty of the same place Merchant stands Indebted unto Your Orator in the full and Just Sum of Seven hundred and Twelve Pagodas, Thirty Three fanams and Forty Cash Current

Current Money of Madras Making in Sterling Money of Great
Britain at the Rate of Eight Shillings for every Pagoda the Sum of
Two hundred and Eighty Five Pounds one Shillings and Eleven Pence
or thereabouts as will more fully and at large Appear by Copy of an
Account Current, and also by Copy of a Mortgage Bond, Given and
Granted unto Your Orator by the said Gommondy Boondy Coolley
Chilly bearing Date the First day of September, which was in the
Year of Our Lord One Thousand Seven hundred and Ninety Payable
on Demand with Interest at the rate of Twelve Per Cent per Annum,
hereunto Annexed for the Inspection of this Honble Court to the which
Your Orator prays may be Admitted as part of this his Bill of Complaint,
the Originals whereof being in Your Orators Possession, and Ready to be
Produced when required Yet So it is True it is Your Orator hath frequently
and in an Amicable Manner Requested Payment of the said Sum of
Seven hundred and Twelve Pagodas Viz^t Seven Fanams and Forty
Cash from the said Gommondy Boondy Coolley Chilly

But now so it is May it Please this Honble Court the
said Gommondy Boondy Coolley Chilly 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 Agreable to Equity and good Conscience and to the End there-
fore that the said Gommondy Boondy Coolley Chilly may upon this Corporal
Oath fully True direct and Perfect Answer make to all and Singular the
Matters and things herein before Set forth and Alledged as fully Truely
and Effectually to all Intents and Purposes as if the same were here
Again Repeated and Particularly Interrogated and that he may be Decreed
to pay unto Your Orator the aforesaid Sum of Seven hundred and Twelve
Pagodas Thirty three Fanams and Forty Cash to Gether with all such Inte-
rest as now is or shall hereafter become due thereon also all Costs of this
Suit

Said.

May it Please this Honble Court to Cause the said Gommondy Boondy Coolley Chilly 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.

H. Dillon
Solr Complt

Fort St George 7th May 1791

This Bill was shewn to me between the days of
Adjournment Note a Summons issue Returnable
Next Court Day

Jos. Du Pre Porteus
Mayor

Dr Gommondy Boondy Coolley Chilly in Account Current &c^r
with Manoel de Silva

1790 Septr 1st		To the Amount Principal of Your Mortgage Bond bearing Date as above Demand with Interest @ the Rate of 12 p^r Cent p^r Annum	700.-	By Cash Received on Part of Interest	42.-
1791 April 23d		To Interest on D^o from the 1st Septr 1790 to this day is 1 y^r & 226 d^s @ 12 p^r C^t p^r Annum	54.33.40	By Balance due	712.33.40
		Pagodas	754.33.40	Pagodas	754.33.40

Madras 25th April 1791

E^r E^d p^r M. D. Silva

a true Copy
H. Dillon
Solr Complt

Know all Men by these Presents that I Goommody Poondy Coottey Chitty of Madras Merchant am held and firmly bound unto Manoel de Silva of the same Place Inhabitant in the Penal Sum of One Thousand and four hundred Star Pagodas Current Money of Madras to be paid to the said Manoel da Silva his Heirs Executors Administrators and Assigns to which payment well and truly to be made I bind myself my Heirs Executors Administrators or Assigns firmly by these Presents In Witness whereof I have hereunto Set my Hand and Seal in Madras this first Day of September in the Year of Our Lord One thousand Seven Hundred and Ninety

Whereas the above bound Goommody Poondy Coottey Chitty hath Borrowed and Received of the above Named Manoel da Silva the full and first Sum of Seven Hundred Star Pagodas to run at Interest at the Rate of Twelve ℘ Cent ℘ Annum Payable on Demand For Securing the payment of the abovementioned Principal and Interest, He the Said Goommody Poondy Coottey Chitty hath Mortgaged Assigned and Made over, and by these Presents doth Mortgage Assigned and make over some Mallabar Gold and Silver Jewells as ℘ list hereunto Subjoined together with the Six Bills of Sale N. 227. 8274. 8275. 9059. 9180. & 9181. of a House and Ground Situated Lying and being at Mootal Pettah in Second Street of the Honble Companys Old Garden between the House of Maccacaurah Chetambra Chitty and Moocarah Loobramanyah Chitty's Ground, which said Jewells and House together with all and Singular the Premises with the Appurtenances thereunto belonging or Appertaining and all his the said Goommody Poondy Coottey Chitty Right Title Interest Claim and Demand whatsower of in and to the same and every part and parcell thereof To Have and To Hold the said Jewells together with the abovementioned House and Ground with the Appurtenances thereunto belonging unto

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st Day of June Anno Domini 1791.

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross John Mitford

and

James Amos Aldermen

William Balfour John Spalding and Oliver Colt

vers

Peter Bonnevaux

Et E Contra

A Further time of One Week for the Return of the Warrant of Arrest issued against the Original Defendants Body Prayed for and Granted

The Attorney for the Cross Complainant Prays that the Plea filed with the Cross Defendants Answer may be Set down to be Argued to which the Opposite Attornies object because it is Contrary to the Practice of the Court to Separate a Plea from an Answer when they both form One Record in which case they both go down to hearing together. The Court having taken the same into Consideration it is Ordered that the Motion made by the Attorney for the Cross Complainant be Over-Ruled.

Mr. Alderman Ross Dissents to the Resolution of the Court the Motion Made by the Attorney for the Cross Complainant being unusual, he is therefore of Opinion that the Consideration of the above Motion Ought to be Deferred till Next Court Day and that the Papers should be Sent Round for the Perusal of the Members

Day is Given the Cross Complainant till the 5th July Next to Reply in default of which this Cause will be heard on Bill & Answer

a

A True Extract
G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of June Anno Domini 1791.

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross Henry Chichley Michell
and
Henry Readhead Aldermen
William Balfour John Spalding and Oliver Colt
vers
Peter Bonnevaux
Et E Contra

A Further time of One Week for the Return of the Warrant of Arrest issued against the Original Defendants Body Prayed for and Granted.

Petition of the Cross Complainant Read and filed this day Praying that the Court will be Pleased to grant a Rehearing of the Order of Court of last Court Day to which the Opposite Attornies Object because the Order of Court upon which the Petition for Rehearing arises was granted after a full enquiry into the Practice of the Court when the Register declared that there was not an instance to his knowledge upon the Records where a Plea had been Separated from an Answer for which reasons the Attornies for the Cross Defendants say that the Prayer of the Petition for Rehearing ought Not to be Allowed as being irregular and Contrary to the Practice of the Court. The Court having taken the same into Consideration it is Ordered that a Rehearing be granted and that the same do Come on to be Reheard on Tuesday Next when a full Court is Ordered to be Summoned at 11 o'Clock in the forenoon and it is further Ordered that the Petition for Rehearing with the Extracts from the Minutes of last Court Day and this Day be Sent Round for the perusal of the Several Members.

The Mayor dissents to the Resolution of the Court.

A true Extract
G. Taylor
Regr

Filed the 28th June 1791

In the Honble the Mayor's Court at Madraspatnam

Between William Balfour John Spalding and Oliver Colt Complainant
and
Peter Bonnevaux Defendant
Et E Contra

The Humble Petition of the above Named Original Defendant and Cross Complainant.

Sheweth

That, Your Petitioner after Putting in his Answer to the Original Complainants Bill, and Other Proceedings in the said Cause, did file his Cross Bill against the said Original Complainants and Cross Defendants, on or about the Twenty Second day of March, One Thousand Seven hundred and Ninety One, And William Balfour One

One of the said Original Complainants did appear thereto anon about
the Twenty Ninth Day of the said Month, and Sunday Rules, and

the said Manoel de Silva his Heirs Executors Administrators and Assigns from henceforth to and for his and their own proper use and behoof for ever Having delivered the said Jewells in a Parsell Sealed and also the Original Title Deeds of the said House and Ground unto the said Manoel da Silva —

Now the Condition of this Obligation is such that if the above said Goommody Poondy Coottey Chitty His Heirs Executors or Administrators shall well and truly pay or Cause to be Paid unto the said Manoel da Silva his Heirs Executors Administrators and Assigns the full and Just Sum of Seven Hundred Star Pagodas together with Such Interest as Shall or may become due thereon, then this Obligation to be Void and of no Effect otherwise to remain in full force and Virtue —

Signed Sealed and Delivered
Where no Stamped Paper is to be had
in the Presence of
João Teixeira

True Copy
Hy Du Puy
Atty Compt.

List of Malabar Gold and Silver Jewells Mortgaged by me Goommody Poondy Coottey Chitty unto Mr. Manoel da Silva as Mentioned and Referred in the Mortgage Bond bearing even Date herewith on the other side Written Vizt.

1. Pair of Sawry or Womans Ornament
1. Pair of Ancoolos or Trinket for the Womans Hand
1. Pattady or Ornament for the Womans Neck
Melcaloolucoakey or Womans Ornament for the Upper part of the Neck
20. Pieces of Kycatoo Goondoo or Beads
1. Pair of Bundaroo Sandah Cummalos or Masulipatam Plain Joys for the Woman's Ears —

2 Pattaney Modarom or King were on the fourth Finger
1 Pair of Canacon Jodoo or Woman's Earings
1 Pair of Hastacatacoom or Arm Ring
4 Pieces of Catacapotrum Valiel or Braullet
1 Pair Silver Chain
15 Pieces of Hycatoo Goondoo or Beads
15 Pieces of Coral Beads
1 Melcalutu Coakey or Ornament for the upper part of the Woman's Nick
1 Pair of Silver Chain
1 Melcalutu Coakey or Ornament for the upper part of the Womans Nick
1 Pattada or Ornament of the Womans Nick
1 Toyatoo or Ornament for the Arm

I the Above mentioned Goommody Poondy Coottey Chitty do hereby Declare that the above said Jewells are my Property In Witness Whereof I have hereunto Set my Hand in Madras this 1st Day of September 1790

[illegible]

Witnesses
João Teixeira

[illegible]

True Copy
Hy Dii Rey
Atty Compt.

Mayor's Court at Madraspatnam } { Tuesday the 28th Day of June Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and Henry Chichley Michell
Aldermen

Between Manoel da Silva of Madras Inhabitant Complainant and Goommody Poondy Coottey Chitty of the same Place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Seven Hundred and Twelve Pagodas Thirty Three fanams and Forty Cash (Pagodas 712.33.40) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed this 28th June 1791

To the Honble the Mayor's Court at Madraspatnam

Between Daddy Nayserwanjee by his Attorneys William Balfour, Edward Spalding and Oliver Colt Complainant and Richard Legge Willis Defendant

The Humble Petition of the above Named Defendant

Sheweth

That the above named Complainant did on or about the twenty Second day of February One Thousand Seven hundred and Ninety file this Bill of Complaint against Your Petitioner for the Recovery of the Sum of Nineteen Thousand One hundred and Thirty four Pagodas Twenty Eight Fanams and Thirty two Cash to which Your Petitioner did in due time put in this Plea and Answer and other Proceedings being had thereon Issue was joined on the Seventh day of February last and a Rule passed for examining Witnesses And Your Petitioner having some Material Witnesses Resident in Great Britain whom he Wished to have examined he did on the Thirteenth day of February last mentioned file a Petition in this Honble Court praying that a Commission and might issue to certain Persons therein named to examine the said Witnesses and thereto Annex this said Petition two several Affidavits in support thereof as by the same may Appear Your Petitioner shews the further that the said Petition came on to be heard and determined on the twenty Second day of the said last Mentioned Month of February when this Honble Court was Pleased to dismiss the same, whereupon Your Petitioner conceiving himself Much Aggrieved thereby did on the first day of March last Present Another Petition to this Honble Court Praying that a Rehearing might be Allowed him which was Accordingly Granted and the same did come on to be heard on the fifth day of the said Month of March Where the Honble Court was Pleased to Order that the Order for the Rehearing Should be Revoked but Your Petitioner having Petitioned to Appeal therefrom the Honble Court was Pleased to grant the Same and Your Petitioner did Accordingly file his Petition and Appeal in the Honble the Court of Appeals and the Same is now there depending

Your Petitioner therefore humbly Prays That the Honble Court will be pleased to Order their Register to transmit to the Honble the Court of Appeals the several Petitions Affidavits and Extracts from their Proceedings as may have passed respecting the Matter of the said Appeal that the same may attend the hearing thereof

And Your Petitioner shall ever Pray

P. Walker
Atty for Pet^r

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of June Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross and Henry Chicheley Michell
Aldermen

Daddy Nayserwanjee by his Attorneys William Balfour Edward Spalding and Oliver Colt
Richard Legge Willis Petition of the Defendant Praying that the Court will

Will be Pleased to Order the Several Petitions Affidavits and Extracts from the Proceedings of this Court on the Subject of the Commission Prayed for by him for the Examination of Witnesses in England to be Sent up to the Court of Appeals Read and filed this day — Ordered that the Same be sent up to the Court of Appeals —

A true Extract —

Filed the 11th Febry 1791 —

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator John Inglis Administrator of all and Singular the Goods, Chattels, Rights and Credits of Charles Inglis deceased, by his Attorney George Chalmer of Fort Saint George Esquire One of the Attornies of this Honble Court, that James West of Madras Inhabitant Stands Justly and truely indebted unto Your Orator as Administrator aforesaid, in the full and Just Sum of Ninety Seven Star Pagodas Twenty Eight fanams and Seventy Cash, Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagodas the Sum of thirty Nine Pounds and One Shilling or thereabouts as will more fully and at Large Appear by the Copies of a Note of Hand and an Account Current hereunto Annexed for the Inspection of this Honble Court; and to which Your Orator humbly Prays a Reference May be had, and that they may be taken as part and Parcel of this Your Orator's Bill of Complaint the Originals whereof being in Your Orator's Possession and Ready to be Produced when Required, and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said James West of the said Sum of Ninety Seven Star Pagodas Twenty Eight fanams and Seventy Cash —

But now so it is May it Please this Honble Court the said James West 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 James West May upon his Corporal Oath full true Direct and Perfect Answer make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truely 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 Ninety Seven Star Pagodas Twenty Eight 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 James West to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet —

Fort St George 11th Feby 1791

G. Chalmer
Atty for Compl.t

This Bill was Shewn to me between the days of Adjournment let a Summon Issue Returnable Next Court day —

Jos. du Pré Porcher
Mayor

Madras 30th October 1788

I Promise to Pay unto Charles Inglish Esqr or Order the tenth Feby Next the Sum of Eighty One Pagodas as being his Part of a Note given on a former date and Balance of his Account to this Day.

Winess my hand
James West

81 Pagodas

true Copy
G. Chalmer
Atty for Compl.t

Dr		Mr James West in Account Current With the Estate of Charles Inglis Deceased							Cr
1788 Octr	30th	To the Amount of Your Note of Hand bearing date this Day	81	"	"	1791 Feby	5th	By Balance due this day	97 28 70
1791 Feby	5th	Interest on Ds from 10th Feby 1789 is 1 Yr 11 Ms & 25 Ds @ 12 ℘ Ct ℘ Annum	16	28	70				
		Pagodas	97	28	70			Pagodas	97 28 70

Fort St George 5th Feby 1791

Error Excepted ℘r
(Signed) G. Chalmer
Atty for the Admr

true Copy
G. Chalmer
Atty for Compl.t

Filed 22d March 1791

The Answer of James West of Madras Inhabitant Defendant to the Bill of Complaint of John Inglis Administrator of Charles Inglis by his Attorney George Chalmers 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 Uncertainties and Insufficiences in the said Bill of Complaint contained for Answer thereunto saith that he does Admit that he did on or about the Day and Year in the Bill of Complaint Mentioned sign and Deliver unto the said Charles Inglis the Note of Hand there mentioned but this Defendant says that the only Consideration or Reason for his having given the said Note of Hand was that it might stand as a Security for all such Costs as this Defendant might incur by Employing the said Charles Inglis as his Attorney in this Honble Court And this Defendant says that he is now and ever has been ready to pay unto the Complainant all such Sum or Sums of Money as he may Appear to be indebted to the Complainant upon any Bill or Bills of Costs in the Usual Manner by the Register of this Honble Court and he Prays that upon the Receipt thereof the said Note of Hand may be Given up to be Cancelled

All Which Matters and things this Defendant is ready and Willing to aver maintain and Prove as this Honble Court shall direct and therefore Prays to be hence dismissed with his reasonable Costs and Charges in this Behalf Most Wrongfully Sustained

P. Walker
Atty for Defendt
James West

Sworn to before me this Wenty first day of March One Thousand Seven hundred & Ninety One
Jno Mitford
Aldn

Mayor's Court at Madraspatnam } { Tuesday the 28th Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and Henry Chichley Michell

Aldermen

Between John Inglis Administrator of all and Singular the Goods, Chattels, Rights and Credits of Charles Inglis deceased, by his Attorney George Chalmer of Fort Saint Esquire One of the Attornies of this Honble Court, Complainant and James West of Madras 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 the Complainants Bill with Copies of a Note of hand and an Account Current Annexed, The Defendants Answer On Hearing the Pleadings Made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Ninety Seven Star Pagodas Twenty Eight Fanams and Seventy Cash (Star Pagodas 97" 28" 70) 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

Q. Cur.

Filed the 18th June 1791 }

In the Honble the Mayor's Court at Madraspatnam

Between Auvadanum Paupeah Braminey Complainant and Penda Cavelram Streekistna Defendant

The Affidavit of Peter Walker One of the Attornies of this Honble Court and the Attorney for the above named Complainant in this Cause

This Deponent Maketh Oath and Saith that the Abovenamed Complainant is at Present under Confinement by a Military Guard at his House at Vippery and is thereby Prevented from Appearing before this Honble Court to make Oath to the Justness of the Debt sued for in this Cause in Order to obtain Bail therefore Agreeably to the Prayer before made and Granted by this Honble Court and agreably to the Practice thereof And this Deponent further Saith that he Verily believes that the Complainant Will be Altogether deprived of the Benefit of such Bail unless Some Member of this Honble Court will be Pleased to Attend to Receive his Oath or the Court will be Pleased to order a Commission for that Purpose

P. Walker

Sworn to in Court this 28th June 1791

G. Taylor

Regr

Extract from the Minutes of a Court Held at the Town Hall
on Tuesday the 28th Day of June Anno Domini 1791

Present

Josias Du Pré Pocher Esquire Mayor
Andrew Ross and Henry Chichley Michell

Aldermen

Ananda Pulliah Braming
vers
Penda Cavelram Vreckistnah

Affidavit of the Complainant to the Justness of his Demand
filed this day not Sworn to. Mr. Peter Walker the Attorney for the Com-
plainant Prays leave to file an Affidavit Sworn to in Court by the Com-
plainant Prays leave to file an Affidavit Sworn to in Court by him
this day Setting forth that the Complainant is at Present Confinement
under a Military Guard and thereby Prevented from Appearing before
this Court to make Oath to the Justness of his Demand he therefore
Prays that a Commission may issue directed to Messrs. Stephen Popham
and Charles Walker to Swear the Complainant to the Truth of the above
Affidavit. Affidavit of Peter Walker read and filed The Court having
taken the same into Consideration it is Ordered that a Commission do
issue as Prayed for by the Attorney for the Complainant

A true Extract

Filed in Court
25th June 1791

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Sheweth unto this Honble
Court Your Orator Thomas De Mello of Madras Inhabitant that Nicho-
las Gillet of the same Place Merchant stands Indebted unto Your
Orator in the full and Just Sum of Two hundred and Sixty three
Pagodas Seventeen Fanams and Twelve Cash Current Money of Madras
Making in Sterling Money of Great Britain at the Rate of Eight
Shillings for every Pagoda the Sum of One hundred and five Pounds and
Seven Shillings or thereabouts as will More fully and at large Appear
by Copy of an Account Current hereunto Annexed for the Inspection of
this Honble Court Which Your Orator prays may be Admitted As
Part of this his Bill of Complaint And Your Orator Sheweth that
the Original of the Bond or Obligation Referred to in the said Account
are Ready to be filed in this Honble Court as also the Warrant to
Confess Judgement thereupon And whereas Your Orator hath
frequently and in an Amicable Manner Requested Payment of the
said Sum of Two hundred and Sixty three Pagodas Seventeen Fanams
and Twelve Cash from the said Nicholas Gillet

But now so it is May it Please this Honble Court the
said Nicholas Gillet 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 Rule of such as to this
Honble Court shall Appear Agreeable to Equity and good Conscience
To the End therefore that the said Nicholas Gillet May upon
his Corporal Oath Full True Direct and Perfect Answer make to all
and Singular the Matters and Things herein before Set forth and
Alledged as fully Truely and Effectually to all Intents and Purposes
as

as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of two hundred and Sixty three Pagodas Seventeen Fanams and Twelve Cash together with all such Interest as now is or shall hereafter become due thereon also all Costs of this Suit.

May it Please this Honble Court to Cause the said Nicholaw Gillet to be Summoned and Required by the Sheriff of Fort St. George Towns of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a certain time and place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your 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.

H^y Du^l Pye
Att^y Compl^t.

Mayor's Court at Madraspatnam

Tuesday the 5th Day of July Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Between Thomas de Mello of Madras Inhabitant Complainant and Nicholaw Gillet of the same Place Merchant Defendant

The Defendant by his Attorney Mr. Stephen Popham being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Sixty three Pagodas Seventeen Fanams and Twelve Cash [illegible] Pagodas 263.17.12 altogether with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of this Suit.

D^o Cur^a

Dr. Mr. Nicholaw Gillet in Acct. Curt. with Mr. Thomas de Mello Cr.

1790						1791					
Augt.	10	To the Amount Principal of Your Bond or Obligation to me With Warrant of Attorney to Confess Judgment thereupon of this date Pags. payable in four Months	778	1	54	March	1	By Cash Received in Part	600	"	"
						June	6	By Interest due Do. from the 6 March 1791 to this day is 3 M 5 @ 12 ℘ Cent ℘ Annum	19	"	"
									619	"	"
1791 June	6	To Interest due Do. from the 10 Augt. 1790 to this day is 9 M 26 @ 12 ℘ Cent ℘ Annum	76	34	38			By Balance due	263	17	12
			854	36	12						
		To the Amount of Taxed Bill of Costs to Mr. H^y Dupuy on your Withdrawing a former Suit & paying the Pags. 600 " " Credited ℘ Contra	27	26	"						
		Pags.	882	17	12			Pags.	882	17	12

Madras 6th June 1791 E. E. D^o Thos. de Mello

H^y Du Pre
Att^y Compl^t.

Filed 23d April 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Samadrue of Madras Inhabitant by his Attorney Necholas Funther Linden of the same place Inhabitant that Teroomungalum Moorgapah Chitty also of the same Place Inhabitant Stands Justly and truly indebted unto Your Orator in the full and Just Sum of three Hundred and thirty Seven Star Pagodas Twenty four fanams and fifteen Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagodas the Sum of One hundred and thirty five Pounds and three Pence or thereabouts as will more fully and at large Appear by the Copies of a Promissory Note of hand an Account Current together with an Assignment 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 Originals whereof are in Your Orator's said Attorney's Possession and Ready to be Produced when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable Manner Requested Payment from the said Teroomungalum Moorgapah Chitty of the said Sum of Three hundred and thirty Seven Star Pagodas Twenty four fanams and fifteen Cash Current Money of Madras.

But now so it is May it Please this Honble Court the said Teroomungalum Moorgapah Chitty 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 Teroomungalum Moorgapah Chitty May upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things hereinbefore Set forth and Alledged as fully truly and effectually to all intents and purposes as if the same were hereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Three hundred and Thirty Seven Star Pagodas Twenty four fanams and fifteen Cash together with all such Interest as now is or shall hereafter become Due thereon, also all Costs of this Suit

May it Please this Honble Court to Cause the Said Teroomungalum Moorgapah Chitty to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to Hand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet

Fort St George 23d of April 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

Stuart Hall
Jno Hamilton
Attornies for Complainant

Borrowed and Received of Samadrue the Sum of four hundred and forty two Pagodas (442) which I promise to pay him or his Order on Demand with Interest at the rate of 12 ₰ Cent ₰ Annum Witness my Hand in Fort St George 10th December 1790

[illegible]

Moorgapah

1790 Dec.r 14th Cash Rec.d this Part ..... Ps 10
1791 Janr.y 6th Do 22
Cash Paid do Swamy Chitty 18

A true Copy
Jos.h Stuart Hall
Jno. Hamilton
Attornies for Complainant

Exhibit "D" to Swamingalum Mongapah Chitty's Answer
Samadrue
Pagodas
1790 Dec.r 10th By Cash Rec.d this Part ..... Ps 10 ..... Ps 10
Dec.r 14th By Cash Rec.d this Part 22 32
1791 Janr.y 6th By Cash Paid do Swamy Chitty 18 14
By Balance Due ..... 4 13 ..... 4 13
Ps 70 ..... Ps 70 ..... 33 24 15
Ps 70 ..... Ps 70 ..... 448 28 28
Pagodas 448 28 28
Fort St. George 25th January 1791
E. E. & Signed
Samadrue
A true Copy
Jos.h Stuart Hall
Jno. Hamilton
Attornies for Complainant
1790 Dec.r 10th By Cash Rec.d this Part ..... Ps 10
Dec.r 14th By Cash Rec.d this Part 22
1791 Janr.y 6th By Cash Paid do Swamy Chitty 18
By Balance Due 4 13
Ps 70
Ps 70
Pagodas 448 28 28
Fort St. George 25th January 1791
E. E. & Signed
Samadrue
A true Copy
Jos.h Stuart Hall
Jno. Hamilton
Attornies for Complainant

To all People to whom these Presents shall come Greeting Whereas Swamingalum Mongapah Chitty of Madras Merchant is and by the Ballance of an Account Current bearing date the Twenty fifth day of January in the Year of Our Lord One Thousand Seven hundred and Ninety One Arising on a Promissory Note of hand bearing date the Tenth day of December in the Year One Thousand Seven hundred and Ninety, Stands Justly and truly Indebted unto Samadrue of the same place Inhabitant in the Sum of Three hundred and Thirty Seven Star Pagodas, Twenty four Fanams and fifteen Cashes by the said Promissory Note of hand and Account Current may appear, and Whereas there now remains due to the said Samadrue on the said Promissory Note of hand and Account Current the Sum of Three hundred and Thirty Seven Star Pagodas, Twenty four Fanams and fifteen Cashes Now Know Ye, that the said Samadrue for a Valuable Consideration to him in hand Paid by Nicholas Junsther Linden also of the same place Inhabitant, at or before the Sealing and Delivery of these Presents the Receipt Whereof the said Samadrue doth hereby Acknowledge Hath Sold Assigned and Set over and by these Presents Doth Sell Assigne and Set over unto the said Nicholas Junsther Linden the said Promissory Note of hand and Account Current and the Money thereupon due and owing and which may become due and owing thereon and all his Right and Interest of in and to the same and every Part thereof and the said Samadrue for the Consideration aforesaid Hath made Constituted and by these Presents Doth make Constitute and Appoint the said Nicholas Junsther Linden his Heirs, Executors Administrators and Assigns his true and lawfull Attorney or Attornies Irrevocable for him and in his Name and in the Name and Names of his Heirs, Executors, Administrators or Assigns, but for

for the Sole and proper use and benefit of the said Nicholas Funther Linden his Heirs, Executors, Administrators or Assigns to ask require demand and receive of the said Teroomungalum Moorgapah Chitty his Heirs Executors, and Administrators the Money due and to become due on the said Promissory Note of hand and Account Current and on now Payment thereof he the said Nicholas Funther Linden his Heirs, Executors, Administrators or Assigns to sue for and recover the same and on Payment thereof to deliver up and Cancel the said Promissory Note of hand and Account Current and give Sufficient releases and Discharges and one or more Attorney or Attornies under him to Make Constitute and Appoint and whatsoever the said Nicholas Funther Linden or his Attorney or Attornies under him shall Lawfully do in the Premises the said Samadrue Doth hereby Covenant with the said Nicholas Funther Linden that he the said Samadrue hath not received nor will receive the said Money due or to become due on the said Promissory Note of hand and Account Current or any Part thereof Neither shall or will release or discharge the same or any Part thereof but will own and allow of all Lawfull proceedings for the Recovery thereof he the said Samadrue Saving the said Nicholas Funther Linden Harmless of and from any Costs that May happen to him thereby In Witness whereof the said Samadrue hath hereunto Set his Hand and Seal in Fort Saint George this Twenty Seventh day of January in the Year of Our Lord One Thousand Seven hundred and Ninety One.

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

(Signed)

[illegible]

[illegible]

(Signed)

Samadrue L.S.

A true Copy.

J. Stuart Hall

Jno. Hamilton

Attornies for Compt.

Mayor's Court at Madraspatnam

Tuesday the 5th Day of July Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

L.S.

Mayor's Court

Between Samadrue of Madras Inhabitant by his Attorney Nicholas Funther Linden of the Same Place Inhabitant Complainant and Teroomungalum Moorgapah Chitty also of the Same Place Inhabitant Defendant.

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Three Hundred and Thirty Seven Star Pagodas Twenty four Fanams and fifteen Cash (Star Pagodas 337. 24. 15.) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

Ap Cur

Filed the 19th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shewetth unto this Honble Court Your Orator Amourdoo Pillay of Madras Inhabitant that Charles Joseph Douglas of the Same Place Merchant Stands indebted unto Your Orator in the full and Just Sum of One Hundred and Seventy Nine Star Pagodas five fanams and Twenty five Cash Current Money of Madras Making in Sterling Money of Great Britain, at the rate of eight Shillings for every Pagoda the Sum of Seventy One Pounds and thirteen Shillings or thereabouts as will more fully and at large Appear by the Copies of a Promissary Note of hand 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 Originals whereof are in Your Orators Possession and Ready to be Produced to this Honble Court when Required and Your Orator further Shewetth unto this Honble Court that he hath frequently and in a friendly Manner Requested the Payment of the said Sum of One Hundred and Seventy Nine Star Pagodas five fanams and Twenty five Cash

But now so it is and May it Please this Honble Court the said Charles Joseph Douglas Obstinately and Wilfully Refuses to Pay the Same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator Prays a General Relief Such as to this Honble Court Shall Appear Agreeable to Equity and Good Conscience To the End therefore that the said Charles Joseph Douglas 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 One Hundred and Seventy Nine Star Pagodas five fanams and Twenty five Cash With all Such Interest as now is or shall hereafter become due thereon also Costs of the Suit.

May it Please this Honble Court to Cause the Said Charles Joseph Douglas to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble Court prefixed and Appointed, then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by Such Order and Decree therein, as to this Honble Court shall Seem Meet.

19th May 1791

L. Popham
Attly for Complt

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

Jos du Pré Porcher
Mayor

{L. P. 175. 9. "}

On the twenty fourth of January Next I Promise to Pay Amourdoo or Order, One hundred and Seventy five Star Pagodas Nine fanams Value Received

Madras 13th Day of Septr 1790

C. J. Douglas

A true Copy

L. Popham

Mayor's Court at Madraspatnam } { Tuesday the 5th Day of July Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Mayors Court

Between Amourdoo Pillay of Madras Inhabitant Complainant and Charles Joseph Douglas of the Same Place Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court Doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Hundred and Seventy Nine Star Pagodas Five Fanams and Twenty five Cash / Star Pagodas 179" 5" 25" / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Cur

Dr Charles Joseph Douglas Esqr in Account with Amourdoo Pillay Cr

1790 Septr 13th	To the Amount of Your Promissory Note of hand of this Date	175	9	0	1791 March 31st	By Balance due	179	5	25					
1791 March 31st	To Interest on Ditto from the 24th Jany to this day being 2 Yrs @ 12 ₱ Cent Annum	3	38	25										
	Pagodas	179	5	25		Pagodas	179	5	25					

Madras 31st March 1791

E. & Amourdoo

Attest Copy

L. Popham

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 21st Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross John Mitford

and

James Amos Aldermen

William Balfour John Spalding and Oliver Colt

vers

Peter Bonnevaux

Et E Contra

A Further time of One Week for the Return of the Warrant of Arrest issued against the Original Defendants Body Prayed for and Granted

The Attorney for the Cross Complainant prays that the Plea filed With the Cross Defendants Answer may be Set down to be Argued to Which the Opposite Attornies Object because it is Contrary to the Practice of the Court to Seporate a Plea from an Answer when they both form One Record in which case they both go down to hearing together The Court having taken the Same into Consideration it is Ordered that the Motion Made by the Attorney for the Cross Complainant be Over ruled.

Mr. Alderman Ross Dissents to the Resolution of the Court the Motion Made by the Attorney for the Cross Complainant being unusual he is therefore of Opinion that the Consideration of the above Motion ought to be Deferred till Next Day and that the Papers should be Sent Round for the Perusal of the Members.

E. Day is Given the Cross Complainant till the 5th July Next to Reply indefault

indefault of which this Cause will be heard on Bill and Answer

A True Extract.

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of June Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross Henry Chichley Michell

and

Henry Readhead Aldermen

William Balfour John Spalding and Oliver Colt

vers

Peter Bonnevaux

Et E Contra

A Further time of One Week for the Return of the Warrant of Arrest issued against the Original Defendants Body Prayed for and Granted Petition of the Cross Complainant Read and filed this Day Praying that the Court will be Pleased to grant a Rehearing to the Order of Court of last Court Day to which the Opposite Attornies Object because the Order of Court upon which the Petition for Rehearing Arises was granted after a full enquiry into the Practice of the Court when the Register declared that there was not an instance to his knowledge upon the Records where a Plea had been Seporated from an Answer for which Reasons the Attornies for the Cross Defendants Say that the Prayer of the Petition for Rehearing ought not to be Allowed as being irregular and Contrary to the Practice of the Court The Court having taken the same into Consideration it is Ordered that a Rehearing be Granted

Granted and that the same do Come on to be Reheard on Tuesday Next when a full Court is Ordered to be Summoned at 11 o'Clock in the fore-noon and it is further Ordered that the Petition for Rehearing with the Extracts from the Minutes of last Court Day and this Day be Sent Round for the Perusal of the Several Members. The Mayor dissents to the Resolution of the Court.

A True Extract
C. Taylor
Regr

Filed the 28th June 1791

In the Honble the Mayor's Court at Madraspatnam

Between William Balfour John Spalding and Oliver Colt Complainants
and
Peter Bonnevaux Defendant
Et Contra

The Humble Petition of the above Named Original Defendant and Cross Complainant

Sheweth

That, Your Petitioner after Putting in his Answer to the Original Complainants Bill, and other Proceedings in the said Cause, did file his Cross Bill against the said Original Complainants and Cross Defendants, on or about the Twenty Second day of March, One Thousand Seven hundred and Ninety One, And William Balfour One of the said Original Complainants did Appear thereto, on or about the Twenty Ninth day of the said Month, and Sundry Rules, and Peremptory Rules did Pass for him to Answer thereunto, and Oliver Colt another of the said Original Complainants did also thereafter Appear, And the said Original Complainants and Cross Defendants Were Peremptorely directed to Answer Your Petitioners said Cross Bill And Your Petitioner Sheweth, that his said Cross Bill did Sett forth Sundry Matters and things, as the Ground, Cause and Consideration Upon which he delivered unto the said Original Complainants and Cross Defendants a Certain Paper Writing or Promissory Note, for the Sum of Thirty two Thousand and five hundred Pagodas Payable, as in the said Bill is expressly charged in the name of their Dubash or Servant Nagapah Chitty. And Charging the said Original Complainants with deceit and fraud in Obtaining and detaining from him the said Note of hand, And also charging the said Original Complainants to be indebted unto him in a Very Consederable Sum of Money which they Unlawfully detained from him. And Your Petitioner Sheweth, that the said, and Other Charges in the said Bill, are of a Very important Nature to Your Petitioner, and having been Confidentially and Secretly transacted, Your Petitioner did exhibit special Interrogatories Grounded thereon, in Order to obtain the truth thereof, by a full true direct perfect Answer unto his said Bill of Complaint, which Your Petitioner by the Rules and Practice of this Honble Court was And is entitled to.

And Your Petitioner Sheweth, that Notwithstanding his said Cross Bill was filed on the Twenty Second day of March aforesaid, and that the said Cross Defendants had been Ordered as aforesaid to put in an Answer thereto, And had no liberty to put in a Dilatory Plea or Demurrer, as an excuse for not Answering, but only to Answer Never the less Your Petitioner Sheweth, that the said Original Complainants and Cross Defendants did on the Fourteenth day of this present Month of June, Put in a Plea to a part of the said Cross Bill, and an Answer to the other Part of the said Cross Bill. Which Your Petitioner Sheweth, he is Advised is Contrary to the established Practice of this Honble Court, and

And that there is not any similar instance upon the Records of this Court.

And Your Petitioner Sheweth, that the said Pleas an evasion for not Answering the greatest part of Your Petitioners Bill, & this the Original Complainants and Cross Defendants had not Liberty for Putting in the said Plea, but by Several Orders of this Court from the Twenty Seventh Day of March unto the expiration of the last Peremptory Rule of the Fourteenth of January aforesaid the said Cross Defendants are Imperiously Ordered and Directed to put in an Answer solely, which according to the Constructions of this Honble Court, of the said Order, is a full & true Direct and perfect to all and Singular the Matters and things in Your Petitioners Cross Bill Contained.

And Your Petitioner Sheweth, Your Petitioners Attorney in Court the first Day after the filing of the said Plea, to a part of the said Cross Bill, To Wit on the Twenty first Day of this present Month of June did Pray that the said plea might be Set down to be Argued, to which the Attornies for the Original Complainants and Cross Defendants did Object, because they said, that it was Contrary to the Practice of the Court to separate a Plea from an Answer, when they both form one Record, in which Case they both go down to hearing together. And Your Petitioner Sheweth, that this Honble Court did Not think Proper to examine the said Plea, but did over Rule the said Motion for the same to be Set down to be Argued, and did Order that Your Petitioner should Reply in Default of which the said Cause would be Set down to be heard on Bill and Answer.

By which said Order, of this Honble Court by Ordering Your Petitioner to Reply before the said Plea is determined upon, Your Petitioner finds himself much Aggrieved, in as much as it amounts in the first instance to a Virtual Allowance of the said Plea, and Obliges Your Petitioner to go down with the Cause to hearing, with an Answer

Answer to only a Small part of this Bill Your Petitioner being Advised that there are upwards of Thirty Interrogatories contained in this said Cross Bill, whereto the Original Complainants did plead themselves to be exempted from Putting in any Answer which is, in fact taking the Advantage, by putting in a Demurrer to the said Bill, or to Such parts of the said Cross Bill as the Original Complainants and Cross Defendants have not chosen to Answer. And Your Petitioner Sheweth, that he is Advised that there is not any instance in this Honble Court of a Defendant introducing such matters, as go to exempt him from Answering any Part of a Bill, under the name of a Plea, and that the same is in fact nothing more a Plea, than by the Name or Caption thereof and the same is Different from the Nature of other Pleas, which are filed With an Answer, because the Pleas Allowed to be filed with Answers by this Honble Court, do go to the merits of the Cause, of which a Defendant May have the benefit at the hearing. But Your Petitioner Sheweth, that the present Plea, doth not go to the Merits of the Cause, but on the Contrary, is an excuse or reason to their Answering to the Merits of this Cause to that instead of Adding light and illustration to the Merits, it goes only to conceal and Suppress them, And of Course there are no Merits in this Plea, of which the Original Complainants and Cross Defendants can have any benefit at the hearing, nor can they have any benefit whatever therefrom, but such as may arise from an evident and certain injury done to Your Petitioner, by having only a Part of his Bill Answered, without even a Determination of the Court, whether he is or not entitled to have the whole Answered. And if the hearing of the Plea is deferred to the hearing of the Cause, the Court Will be under a Necessity of Allowing of the said Plea, because if they Were to disallow it, they Must Order, that the Original Complainants and Cross Defendants shall put in an Answer to such matters as he had Objected to Answer. Whereby the Cause must in that event

Necessarily

Necessarily Retrograde to the Stage wherein it is Now at—

And Your Petitioner Sheweth that he is further Advised, that he cannot According to Practice take Advantage of the Right he is entitled to, to put in Exceptions to the Answer till the plea has first been Argued and thus disposed of.—

And, further More, that he would be irregular in Replying to the Answer Without taking Notice of the Plea, And that Your Petitioner must According to Practice Sett down the Plea to be argued and disposed of by the Court before he Replies— And Particularly as the Plea in Question is not of a Nature that the Original Complainants and Cross Defendants by waiving the benefit thereof at the hearing, May sett right the want of Regularity of Arguing the said Plea— Because they can have no benefit from the said Plea, but that of being exempted from Answering— Which is in fact demurring to Such Parts of the Bill as they have Not Answered unto— Which the Original Complainants and Cross Defendants were not at liberty to do— And Your Petitioner Sheweth, that it is laid down in Equity Cases Abridged Volume the Second fo. 77— That where a plea or Demurrer is over Ruled at the hearing and the Defendant Answers also, the Defendant is not Obliged to put in a further Answer untill the Plaintiff hath Put in Exceptions— Which shews that Your Petitioner cannot put in Exceptions untill the hearing of the Plea—

And Your Petitioner Sheweth, that he cannot Reply, he Would thereby Admit the said Plea to be good, that is upon the Ground of Law, and put them to the proof of the Fact— Which fact, is no more than, that no person being a Servant of the Company or being under their protection shall on any Pretence whatever be concerned in any Loan or other Money Transaction with any of the Country Powers— And also a Certain Act of Parliament whereby it is enacted that the Wifull Disobeying or Wilfully omitting to Execute any Order of the Court of Directors shall be deemed and taken for a Misdemeanor— But Your Petitioner Sheweth that he doth not Admit the Law on this Fact— And therefore by his said Prayer to have the said Plea Sett down to be argued, he wished to have the Judgment of the Court upon the said Plea, whether the Same was Sufficient to exempt the Original Complainants and Cross Defendants from Answering unto such Parts of Your Petitioners Bill as they had pleaded unto— And before which it is clear from the Books of Practice Your Petitioner cannot except to the Answer—

And Your Petitioner Sheweth, that the Objections of the Attornies for the Original Complainants and Cross Defendants, is in every Respect irregular, and Particularly by saying they it is contrary to the Practice of the Court to Separate a Plea from an Answer, but that they ought to go down to hearing together— Because it is evident that it is a Separate Pleading from the Answer, And is Shewing Cause for not Answering a part of the Bill, and concludes Separately by demanding the Judgment of the Court Whether they or either of them ought or shall be compelled to any other Answer thereto— And the Original Complainants and Cross Defendants then Proceed to Answer such other Parts of the said Bill as he had not Pleaded unto—

And Your Petitioner Sheweth that there are not any Merits in the said Plea, that can demand the Judgment of the Court at the hearing, and it is evident upon the face of the said Plea, that if the said Plea and Answer go down to hearing together, the Proceedings in the Cause Will be imperfect, as there will only be an Answer to a small part of Your Petitioners Bill, And the other part will Remain entirely without discovery or Answer, and consequently Your Petitioner will in such Parts of his Bill be also without Relief in the Matters Complained of

For all which Matters and things Your Petitioner doth Conceive himself to be Greatly Aggrieved, and is indeed Remediless in the

the Premisses by the said Order of Court of the Twenty first of this Present Month, Your Petitioner therefore most humbly Prays, that this Honble Court will be Pleased to Vouchsafe a Rehearing of the Said Order, and that this Honble Court will also be Pleased to Reverse the Same, And to grant Your Petitioner's prayer for the said Plea to come on to be Argued, and to grant Him such other essential and equitable Relief in the said Premisses as to them may Seem Meet

Hy Du Pré
Atty Orig^l Defend^t
&c. Complainant

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th Day of July Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly

Aldermen

William Balfour John Spalding and Oliver Colt

vers

Peter Bonnevaux

Et Econtra

Extract from the Minutes of Court of the 24st and 28th Ultimo Read.

Petition of the Original Defendant and Cross Complainant for Rehearing Read.

The Court having Proceeded to a Rehearing of the Order of Court Passed in these Causes on the 24st Ultimo and having heard the Attornies on both Sides it is Ordered that the Resolution of Court of that day do stand Confirmed and that the Cross Complainant do pay the Costs Attending the Rehearing thereof.

A True Extract

Filed the 5th July 1791

In the Honble the Mayor's Court at Madraspatnam

In the Cause Wherein Caungeeporram Patchapa Moodelliar is Complinant and Rungapan and Atchamall are Defendants

The Humble Petition of Vencatamah Widow of Narrapah Subadar Deceased

Sheweth

That some time in or about the Month of May last past the above Suit was Commanced in this Honble Court and Judgement Obtained therein as Your Petitioner has heard and believes by Confession and that an Execution issued on such Judgement under which Execution Your Petitioner begs to represent to this Honble Court that a House belonging to this Petitioner, Left her by her said Deceased husband has been Seized and Advertized for sale, through the Means of the Defendant Atchamall who was a Concubine to Your Petitioners said Husband and who by Collusion and fraud with the other Defendant Rungapan Made a false Mortgage of Such Premisses to the Plaintiff in the above Cause though Nowise intetled to do so

Your Petitioner Sheweth that she has a female Child by her said Husband which together with Your Petitioner totally depend for their existence on the Property so left them by Your Petitioners said Husband as aforesaid Seized by Virtue of the Process of this

this Honble Court.

Your Petitioner being Very Poor as by Affidavit Appears and Unable to Retain an Attorney of this Honble Court to protect her in her Right to aforesaid, Humbly Prays this Honble Court will Direct an Attorney thereof to Act in the premises on her behalf as shall be Compe- tent to her relief, and that the Sheriff may be Immediately Seized by him and Advertised for Sale under the Process of this Honble Court

And Your Petitioner shall ever Pray

The Affidavit of Venecatamah the aforenamed Petitioner

This Deponent Venecatamah Maketh Oath and Saith that She is not in the whole of her Estate Possessed of the Value of Two Pagodas and that all the Words & the Matters stated in the above Petition only

The Mark of Venecatamah

Sworn to in Court this 5th July 1791 the Contents hereof having been previously explained to the Deponent by the Court Interpreter

G. Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 5th Day of June Anno Domini 1792

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Daly

Conjeepooram Patchaipillah Aldermen

Venkiah Rungaiah and Auchamah

Petition

Filed 2nd July 1791

To the Honble the Mayor's Court at Madrasapatnam

Humbly Sheweth

Your Orator Celinda Veerabadren Pillay by his Attorney Venkatadry Pillay of Madras Inhabitant that Sarvanah Pillah also of Madras Inha- bitant Administrator to the Estate and Effects of Kwaloon Mahomed Bauker Saib Stands indebted unto Your Orator in the full and Just Sum of Nine Thousand Seven Hundred and five Star Pagodas Thirty Seven Fanams and Thirty Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the Sum of Three Thousand eight Hundred and Eighty two Pounds and Twelve Shillings or thereabouts as will more fully and at large Appear by the Copy of the Translation of a Mortgage Bond and Copy of an Account thereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as part of this his Bill of Complaint the Originals whereof are in Your Orator's Possession and Ready to be Produced to this Honble Court when required and Your Orator further Sheweth unto this Honble Court that the said Sarvanah frequently and in a friendly Manner Requested

Petition of Venecatamah with an Affidavit Sworn to in Court by her Praying that the Sheriff may be Restrained from Selling certain Premises and that an Attorney may be Appointed to Act for her Ordered that the Sheriff be Restrained from Selling the Premises in dispute until the further Order of this Court and that Mr. Robert Williams do Act for the Petitioner and that the Petitioner be Allowed to Defend her Right in Forma Pauperis.

G. Taylor

Requested the Payment of the said Sums of Nine Thousand Seven Hundred and five Pagodas Thirty Seven fanams and Thirty Cash

But now so it is and may it Please this Honble Court the said Sarvanah Pillah as Administrator as aforesaid 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 Sarvanah Pillah as Administrator as aforesaid may upon his Corporal Oath fully true direct and perfect Answer make to all and Singular the matters and things herein before set forth and Alleged, as fully truly and effectually, to all intents and Purposes as if the same were here again repeated and particularly interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sums of Nine Thousand Seven Hundred and five Pagodas Thirty Seven fanams and Thirty Cash with Allowance for 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 Sarvanah Pillah to be Summoned and Required Oby 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 2d July 1794
This Bill was shewn to me in Court the Days of Adjournment this a Summons issue returnable Next Court day
Jos. Dll. Pt. Boucher Mayor

Sr. Topham
Atty for Compt.

Translation of a Bond Dated 6th March 1789

Kovalam Mahomed Banker saith do give this Bond to Chinda Veerappanmall Pillay of Madras that is to say

In Consequence of my Urgent Occasion I have this day borrowed and Received of You the Sum of 8043 Eight Thousand and Forty three Current Star Pagodas which Sum I do hereby engage to pay You on or before the 26th March One Thousand Seven hundred and Ninety One with all Such Interest as shall or may become Due thereon at the Rate of 1% p Mo

Rumm and in Order to secure the Payment thereof I have given You a Mortgage the Particulars are as follow My Moucauzah Fruitfist Village of Cummanicherry Adjacent and South to Kovalam The Garden in the said Village I dwell in The Diwan Cauravor Diwan with Curtains The House or Building for Women Garden &c Appertaining thereto Together with the Purchases made by me of a Garden of Pottur Venkata Chitty lying to the East One Garden of Vyathimoolookhoo Lundoo To the North of this One Garden lying to the North of this belonging to Goorova Chetty One Garden Opposite to the Durwatya door or Gate of Dewan Cauravor Dewan All which I have mortgaged to You and Promise to pay You the Principal and Interest Agreable to the time limitted and Redeem the Mortgaged Premises Indefault of which You are hereby empowered To prosecute me in the Court on this Bond and You Yourself to Choose Attorney and give Answer for me agreable to the Tenor of this Bond of Judgement and by Obtaining an Order from the Court You are to Recover Your Money by Selling the Mortgaged Premises and Should the Produce of the Securities or Mortgaged Premises prove Deficient I am in such Case to be Responsible for the same Thus I have Given You this Bond with my free will and Consent Witnesses Cauvoor Sashagery Royer and Tammynainer Saib by their Knowledge This Bond was Drawn by Mutacamacoo Vadagery

Signed

Signed Mahomed Bauker L.S.

Witnesses Signed
Tamy Mahomed
Vickerala Vencatarangavacharloo
Chintaudrypata Veerahpermall

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

Ranganaudom
Interpreter

A true Copy
J. Popham

Dr. The Estate of Covalum Mahomed Bauker Saib in Account with Colinda Veerapermaul Pillay Cr.

1789 March 6th	To the Amount of a Mortgage given by Covalum Mahomed Bauker Saib to me of this date Payable on the 6th March 1791	8043 " "	1791 June 22	By Balance Due	9705	37	30
1791 June 22	To Interest on Do from 6th March 1789 to this day being 2 3 17 C 9 P Cent	1662	37	30			
	Pagodas	9705	37	30	Pagodas	9705	37	30

Madras 22 June 1791
Error Excepted
P Vencatadry Attorney for Vera Permaul Pillay

A true Copy
J. Popham

Mayor's Court at Madraspatnam } Tuesday the 12th Day of July Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
William Webb and Andrew Ross
Aldermen

L.S.

Mayors Court

Between Colinda Veerah Permaul Pilly by his Attorney Vencatadry Pillah of Madras Inhabitant Complainant and Sarvanah Pillah also of Madras Inhabitant Administrator to the Estate and Effects of Covalum Mahomed Bauker Saib Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant Out of the Estate and Effects of Covalum Bauker Saib Deceased the full and Just Sum of Nine Thousand Seven Hundred and five Star Pagodas Thirty Seven Fanams and Thirty Cash (Star Pagodas 9705 37 30) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit.

Q Cur

Filed 12th July 1791

In the Honble the Mayor's Court at Madraspatnam

Between James Kirkpatrick late a Lieutenant Colonel in the Military Service of the Honble the East India Company under their Presidency of Fort Saint George but now of London in the Kingdom of Great Britain Esquire by his constituted Attornies Benjamin Roebuck and William Abbott of Fort St George Merchants Complainants and Andrew Ross of the same Place Merchant Defendant

The Affidavit of Andrew Ross the Above Named Defendant

This Deponent Maketh Oath and saith that Isaac Solly of London Merchant did on or about the third day of December last Past Pay unto the Complainant in London Aforesaid the Sum of Four hundred Pounds Sterling and on the Seventh day of February in this Present Year of Our Lord A further Sum of Three hundred Pounds Sterling and on the Fifteenth day of the said Month a further Sum of One Hundred and Twelve Pounds Sterling all on Account of the Matters in Question in the Above Cause And this Deponent further Saith that he hath furnished Means in London Aforesaid for the Purpose of Paying other More Considerable Sums of Money on the Account Aforesaid and Which he this Deponent Saith will as he Verily believes be paid Accordingly Without Material delay to the said Complainant And the said Deponent further saith that he Verily believes that Advices will be received of such Payments by the Ships which Are still expected from England this Season

Andrew Ross

Sworn to in Court this 12th July 1791
G. Taylor Regr

Hy Dupuy
Jno Hamilton } Attr for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 12th Day of July Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
William Webb and Andrew Ross
Aldermen

James Kirkpatrick by his Attornies Benjamin Roebuck and William Abbott
vers
Andrew Ross

Mr Henry Du Puy Appears as one of the Attornies for the Defendant The Attornies for the Defendant pray leave to file an Affidavit of the Defendant Sworn to in Court by him this day and Pray under the Circumstances therein Set forth that the hearing of this Cause may be Deferred untill Advices from England which Are expected by the Ships of this Season Arrive The Attorney for the Complainant Objects to the Affidavit being received and the Motion made thereupon because it is irregular and because the Affidavit goes to the Matter in Issue the Merits of which is Set down to be heard on Bill and Answer The Court having taken the same into Consideration it is Ordered that the Affidavit be received but that the Motion made by the Attornies for the Defendant

Defendant be over-ruled — Affedavit Read and filed — Deferred hearing this Cause till Tuesday Next when it is Ordered that a full Court be Summoned at 11 o'Clock in the forenoon.

A True Extract.

Filed 19th July 1791.

To the Honble the Mayor's Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant.

The Humble Petition of the above Named Original Defendant and Cross Complainant.

Sheweth

That the above Named Original Complainant did on the fifth day of September in the Year of Our Lord One Thousand Seven hundred and Eighty Nine Exhibit and file his Bill of Complaint in this Honble Court to which Your Petitioner did file his Answer and thereupon his Cross Bill that upon further Proceeding had therein According to the Practice of this Honble Court issue did Join and Rules Pass for the Examination of Witnesses And Your Petitioner Sheweth that Anterior thereto Witnesses were Examined de bene isse by both Parties and Your Petitioner Sheweth that Previous to Publication Passing in the above Cause Your Petitioner being then Absent he did by his Attorney Exhibiting the Usual Petition and Affidavit, Pray that a Commission might issue to Manilla directed to and for the Examination of certain Persons in the said Petition and Affedavit

Affedavit Named And Your Petitioner Sheweth that this Honble Court Was Pleased to Refuse the Prayer of Your Petitioners said Petition that thereupon the Attornies for the Original Complainant did pray Publication Might Pass and that Publication did Pass Accordingly Your Petitioner Attorney Objecting thereto And Your Petitioner Sheweth that finding himself thus deprived of the benefit of the Evidence of the persons to have been Examined under the Commission Aforesaid had the same been Granted, he did Pray that Publication Might be enlarged for the Examination of Witnesses the Spot and this Honble Court was Pleased to Order Accordingly and Your Petitioner Sheweth that the Attornies for the Original Complainant did on the first of March in the said Year of Our Lord One thousand Seven hundred and Ninety One pray that Publication might Pass and this Honble Court was Pleased to Order Accordingly Your Petitioners Attornies in Court Objecting thereto because that Your Petitioner had many Witnesses to Examine And Your Petitioner Sheweth that the Original Complainant in Passing Publication as aforesaid did not Exhibit and file the Petition and Affidavit Necessary in Passing Publication where Witnesses had been Examined de bene isse And Your Petitioner Sheweth that Your Petitioner has been Nine Months Absent in Pursuing his Avocation as a Merchant and that he did not return until the third Instant when Your Petitioner Consulting with his Attorney did learn that he had been Precluded as aforesaid from the benefit of the Commission aforesaid; And Your Petitioner Sheweth that on Tuesday the fifth Instant the Attornies for the Original Complainant did pray the above Cause Might be set down for hearing to Which Your Petitioners Attorney did Object and Your Petitioner Sheweth that he has since that Period Received a Letter from Bernardo Pablo a Person a Person Named in the above Cause which Letter and

and the Translate thereof is Annexed to an Affedavit of Your Petitioner herewith Exhibited and which shews how far the Cause of Your Petitioner Might be benefited by the Examination of Witnesses at Manilla

Your Petitioner therefore humbly implores the Aid of this Honble Court in the Premises that his Cause may have the benefit of Evidence for Which Purpose he did in due time pray as aforesaid and that to that and this Honble Court will Vouchsafe to rehear and and reverse their said Order of the fifth Instant that they Will Vouchsafe to enlarge Publication in the above Cause and that they will be Pleased to Grant Your Petitioner a Commission directed as aforesaid for the Examination of Witnesses therein Named Your Petitioner and his Attornies herewith Exhibiting the Necessary Affedavits and Your Petitioner Will Ever Pray

J. Stuart Hall
Jno Hamilton } Att^ys for Pet^r

Filed 19th July 1791

In the Honble the Mayor's Court at Madraspatnam

Between Edward Raphael Original Complainant and Cross Defendant and Joseph Antonio Original Defendant and Cross Complainant

The

The Affidavit of the above Named Original Defendant and Cross Complainants

Joseph Antonio the Above Named Original Defendant and Cross Complainant Maketh Oath and Saith that he hath not Seen heard Read, or been informed of the Purport or Contents of any of the Depositions taken in this Cause, nor will he this Deponent See, hear Read or be informed of the Purport or contents of the said Depositions, until the further Order of this Honble Court, in Case Such Order can be obtained for this Deponent to Examine any Witnesses

A true Translate as Near as can be by
Wm Lemcock
P. Int^r

Na Honoravel Corte Mayoral da Madrastapaõ

Entre Edwardo Raphael Original Queixante es Contra Defendente e Joseph Antonio Original Defendente es Contra Queixante

O Depoemento de Assima Nomeado Original Defendente e Contra Queixante

Joseph Antonio assima Nomeado Original Defendente e Contra Queixante faz Juramento e diz que elle não Veo nem tem Ouvido, ledo ou ser informado o tenor ou o Contendas do qual quer deposicoens tomado em este Cauzo ne que elle esta Depoente hade othar Ouvir ler ou ser informado do tenor ou Contentos dos ditos Deposicoens, athe outra Ordem deste honoravel Corte se Causo

J. Stuart Hall
Jno Hamilton } Att^ys for Dep^t

Causa tal Ordenemos Procurado Poresto Apresentar Para Examinar alguns
Test Testemunhas

Joseph Antonio

Sworn in Court this 19th July 1791
The Contents hereof having been
previously explained to the Deponent
by the Court Interpreter
Geo Taylor
Regr

Filed 19th June 1791

In the Honble the Mayor's
Court at Madraspatnam

Between Edward Raybal Original
Complainant and Defendant and
Joseph Antonio Original Defendant and
Cross Complainant

The Affidavits of James Stuart Hall and John Hamilton
Attornies for the Original Defendant and Cross Complainant above Named

This Deponents severally make Oath and say that they have
Not seen, heard or read or been informed of the Purport or contents of any
the Depositions taken in this Cause, nor will they these Deponents see,
hear read or be informed of the purport or contents of the said Depositions
until the further Order of this Honble Court, in case such Order can be
obtained for the said Original Defendant and Cross Complainant to
Examine any Witnesses

J Stuart Hall
Jon Hamilton

Sworn in Court
this 19th day of July 1791
Geo Taylor
Regr

J Stuart Hall and J Hamilton
Affts

Filed this 19th
July 1791

Mr Joseph Antonio

My Sir I have received Yours and Know it's Contents I say that
every thing that had happened to You is because You wish to be above it so
By the first Article Edward says that he has Placed his Confidence in
You, You ought to have demanded the Letter he Wrote to me and You
Will therein see what he says and as to what he says Regarding the
Silver being delivered to me You could not have done otherwise as it is
According to the general Instructions sent to us four- You Ought to
have demanded this You will therein see the falsity of all what Here
Proposed by the said Edward in his Demand Against You in the
Means while I shall send You Copies of Such of his Letters as were sent
to us as Instructions that You may thereby see how the said Edward
has Proceeded to abuse You Although I have Procured to put a Conclu
sion to the Subject in Order to sent to You the Testimonies the
Shortness of time Give me no room because Nilla came with Several
Protects and Bechlas caused a Number of Calumny Yet they could
Not Prove, and as I had the Greatest Pledge to demand what Sinton
died Yet I had not time, however it is now in a state of Conclusion
You may give away all Thoughts I shall transmit by two ways in
the Vessels that will Sail although it will Cost me a Good deal Of
Teals Which I shall give as will Suffice to Prevent the said Edward
Coming with the corrupt intentions to maintain a Cause You will
Desired Your Lawyers to Wait until I send You the Papers and
Demand that Justice be Assigned to You for the Prejudices and the
loss of Time in Prison which Must Cost them Very dear

I shall be happy that at the Receipt of this
You are in a Perfect state of Health the which I hope from my Lord

Affectionate

Affection and God Preserve You for many Years

Santa Cruz 23. December 1790

Kiss Your hands
Y.r True Servant
B.do Pablo

Signed

Sworn to be a true Translation
from the Spanish Language as
Near as can be by
Wm Lewcock

this 19th July 1791
Geo Taylor
Regr

Sor Joze Antonio

Muy Señor mio: Recivida la de Vmd. y a mi contenido digo:
q.e de todo lo que Sucede a Vmd es poca que Vmd los quiere poca que tiene
Para mi Articulo de que dice Eduardo que a Vmd hime hecha la Confianza
Vmd devia pedia la Carta que me escrivio, q.e Vmd en ella lo que dice,
Y poca lo que Mira a la Plata que me dejé, no podia Vmd hacer esta
Cosa, segun la instruccion General que me escrivio a los Quatro, el
tanto de ello Vmd pida que ay Vmd la Salvedad de todo lo que ha pue-
puesto dho Eduardo en su Demanda Vmd en esta tanto las Copias
ó los Tantos de las Cartas que Mro dio de instruccion que alla se Vmd
los Juzgue como ha procedido dho Eduardo contra Vmd.

Aunque he Procurado a cumplir a el Acumplo poca a
Remitir los Testimonios no me ha dado lugar en el corto tiempo poca que
Vaillo ha salido con Varios Contratos asi Mismo Rocha me ha levanta-
do unas Calumnias pocas no se ha podido pasar a Vmd como tan
Jaundicinos empeños No me dio lugar poca lo que Yo Quisia podia,
Poca esta en estado de conclucion, q.e pinada el Cuidado que lo

Remitiré

Remitiré poca dos Vias con los Baxos q.e Sean de Valia Aunque no
Costa a buenos Reales los daré p.a Vmd Gastado poca no se detenga dho Eduardo
Salir con la depravada intencion q.e Reis mantengase las Manos de
que Vmd. Mando pedir a mi Abogado hasta que lleguen los Papeles
q.e he de Remitir, y es de Justicia que pague el Cumplimiento los pro Juicios,
y Costas de la paisision de Vmd lo Costa a Muy caro

Celebraré infinito q.e al Recivo de esta alle con poca perfecta Salud
que mi fino afecto desea a quien Dios gue M.s a.s Sta. Cruz 23. Diciem.e
23. de 1790.

B.s M.s de Vm.d su
Mas Seg.r Siervo
B.do Pablo

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 19th Day of July Anno Domini 1791

Present
Josias Du Pré, Porcher Esquire Mayor
Andrew Ross and Henry Readhead
Aldermen

Edward Rayshael
ats.
Joseph Antonio
Et Contra

The Attornies for the Original Complainant and Cross Defendant
Pray that these Causes may come on to be heard on Tuesday Next
To which the Opposite Attornies object and pray leave to file a
Petition with Two Affidavits, and an Original Letter and the
Translate Thereof Annexed from Bernard Pablo to Joseph Antonio

Upon which they pray that this Court will Vouchsafe to Rehear and Reverse the Order of this Court of the 5th Instant that Publication May be enlarged and that a Commission may issue to Manilla for the Examination of the Persons mentioned in a Petition and Affidavit filed by them on the day of Petition and Affidavit of the Original Defendant Sworn to in Court Read and filed this day. Affidavits of Messrs James Stuart Hall and John Hamilton Sworn to in Court Read and filed this day. The Court having taken the same into Consideration it is Ordered that the Petition and Affidavits be thrown out and that these Causes do come on to be heard on Tuesday Next.

A true Extract.

Filed 22d July 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Sangoonthara Vencatsa Moodeliar of Madras Inhabitant that Sattavadoo Nincapah Moodelly of the same Place Inhabitant stands Indebted unto Your Orator in the full and Just Sum of One hundred and five Star Pagodas twenty two 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 Forty two Pounds two shillings or thereabouts as will more fully and at Large Appear by the Copies of a Mortgage Bond 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 Your Orator's Possession and Ready to be Produced to this Honble Court when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner, Requested the payment of the said Sum of One hundred and five Pagodas, twenty two fanams and forty Cash

But now so it is and may it Please this Honble Court the said Sattavadoo Nincapah Moodelly Obstinately and Wilfully Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the Premises Your Orator prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and Good Conscience To the End therefore that the said Sattavadoo Nincapah Moodelly may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged, as fully truly and Effectually, to all intents and purposes as if the same were here again Repeated and Particularly Interrogated. And that he may be Decreed to pay unto Your Orator the Aforesaid Sum of One hundred and five Pagodas twenty two fanams and forty Cash with all such interest as now is or shall hereafter become due thereon also Costs of the Suit

May it Please this Honble Court to Cause the said Sattavadoo Nincapah Moodelly to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to abide by such Order and Decree therein as to this Honble Court Shall Seem Meet.

Madras 22d July 1791

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

Jos. du Pré Porcher
Mayor

S. Topham
Attorny for Compt.

Know All Men by these Presents that I Sattavadoo Nincapah Moodelly of Madras Merchant am held and firmly bound unto the Honble United Company of Merchants of England trading to the East Indies in the Sum of Pagodas Two Thousand Rupees Current Money of Madras Aforesaid to be paid to the said Honble United Company their Successors or Assigns for the true Payment whereof I bind myself my Heirs Executors and Administrators firmly by these Presents Sealed with my Seal and dated this 25th day of December 1789 in the Thirtieth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith &c. and in the Year of our Lord 1789.

Whereas the above bounden Sattavadoo Nincapah Moodelly hath this day borrowed and received of the said United Company the Sum of Pagodas One Thousand Rupees Current Money of Madras aforesaid for the Use of the said Sattavadoo Nincapah Moodelly his Executors Administrators or Assigns which he hereby Covenants to repay unto the said United Company their Successors or Assigns on the 25th day of December 1791 with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Payable Yearly and every Year for the same Principal Sum remaining unpaid from the Date hereof Now the Condition of this Obligation is such that if the above bounden Sattavadoo Nincapah Moodelly his Executors Administrators or Assigns do and shall well and truly pay or cause to be paid unto the said United Company their Successors or Assigns the Sum of Pagodas One Thousand Rupees Current Money of Madras aforesaid with Interest for the same at the Rate of Twelve Pagodas per Cent per Annum Payable Yearly and every Year from the Date hereof unto the Day of Payment thereof then this Obligation to be void and of none Effect or else to remain in full Force and Virtue.

Sattavadoo Nincapah Moodelly

Signed Sealed & Delivered in the Presence of us

Alexr Grant
Writer

Sealed & Delivered in the Presence of

Langford
Interpreter

Dr Sattavadoo Nincapah Moodelly in Account Current with Sangoonthan a Vencatasa Moodelliar Cr

1789 Decr	25th	To the Amount Principal of your Mortgage Bond to me of this date		100	.	.	By Cash Received for Interest		12	. .
							By Balance due		105	22 40
1791 June	10th	To Interest on Do from 25th December 1789 to this Day is 1 Yr 5 Mo and 15 D @ 12 P Cent P Annum		17	22	40				
		Pags		117	22	40	Pags		117	22 40

Madras 10th June 1791

E. E.

A true Copy

S. Popham

Mayor's Court
Madrasapatnam
Tuesday the 26th Day of July
Anno Dominiz791

Present

Josias Du Pre Porcher Esq. Mayor
Andrew Ross and John Mitford
Aldermen

Between Sangoonthara Vencatta
Moodeliar of Madras Inhabitant
Complainant and Cattavadee Venca-
gial Moodelly of the same Place
Inhabitant Defendant.

The Defendant being in Court and Acknow-
ledging the Justness of the Complainants Demand This Court
Do therefore think fit to Order and Decree and doth Accordingly
Order and Decree that the Defendant shall pay unto the Com-
plainant the full and Just Sum of One Hundred and five
Star Pagodas Twenty Two Fanams and Forty Cash S.P. 105.22.40
10.5.22.40 Altogether with all such Interest as now is or shall
hereafter become due thereon until full Payment is made also
all Costs of this Suit.

Mayor's Court

Filed 27th June 1791

To the Honble the Mayor &
Court at Madrasapatnam

Humbly Complaining Shewn Unto this Honble Court
Your Orator Sangoonthara Vencatta Moodeliar of Madras Inhabitant
That Seevaniee Pundelher Caunoo of Pomamally inhabitant within the
Jurisdiction of this Honble Court, in and by his Certain Cadjan Bond or
Written instrument, by him duly executed and bearing date the first day
of Massy in the Malabar Year Plavenga, Answering to the Eleventh day
of February Which was in the Year of Christ One Thousand Seven Hundred
and Eighty Eight Acknowledged to have borrowed and Received from Your
Orator the full Sums of One Hundred and Forty two Current Star Pagodas
Which he did thereby Promise and engage to pay unto Your Orator by two
instalments of One Moiety each the first instalment Whereof was to
be paid to Your Orator by the said Seevaniee Pundelher Caunoo in the Months of
January Which was in the Year of Our Lord One Thousand Seven hundred
and Eighty Nine and the other Moiety thereof was to be paid to Your Orator
in the Months of March then Next Ensuing As by the said Bond or Written
said Seevaniee Pundelher Caunoo did by the said Bond or Written
instrument Authorize and empower Your Orator to Prosecute him in
Honble Court for the Recovery of the said Sums of One hundred and forty two
Current Star Pagodas as by a true and faithful Copy of the Translation of
the said Bond or Written instrument hereunto Annexed for their inspection
of this Honble Court Which Your Orator prays may be taken and Received
as part of this his Bill of Complaint, and to which he humbly craves
leave to refer Relation being thereunto had All the more fully and at large
Appear the Original of which Bond or Written instrument And of
the Translation thereof being in the Custody of Your Orators Attorney at Law
and Ready to be Produced Whenever this Honble Court shall Require the
same

Same. Your Orator further Sheweth unto this Honble Court that the said Sum of One hundred and forty two Current Star Pagodas Making in Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pag^a the Sum of Fifty Six Pounds and Sixteen Shillings or thereabouts is still due and Owing from the Said Jeevaujee Pundether Cauncoe to Your Orator and that Your Orator hath frequently in an Amicable Manner Applied to him for Payment thereof and of the interest thereof.

But now so it is May it Please this Honble Court that the Said Jeevaujee Pundether Cauncoe Combining and Confederating how to enjure and distress Your Orator in this behalf hath not Yet Paid unto Your Orator the Said Sum of One hundred and forty two Current Star Pagodas or any Part thereof nor the Interest thereof or any Part thereof although after Requested by Your Orator so to do but he the said Jeevaujee Pundether Cauncoe hath Altogether refused and still doth refuse to pay the Same to Your Orator or to make Your Orator any Manner of Satisfaction touching the Premises. To the End therefore that the said Jeevaujee Pundether Cauncoe May upon his Oath true full perfect and direct Answer make to all and every the Matters and Charges aforesaid and that as fully and particularly as if the same were herein Again Repeated and interrogated and that the said Jeevaujee Pundether May be decreed to pay unto Your Orator the Said Sum of One hundred and forty two Current Star Pagodas together With the Interest thereof And that Your Orator may be further and Otherwise Relieved in the Premises According to Equity and good Conscience And as the Nature Meets and Circumstance of Your Orators case shall Require.

May it Please this Honble Court to Cause the said Jeevaujee Pundether Cauncoe to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a certain time and Place to be by this Honble Court Prefixed and Appointed then and thereto Answer this Your Orators Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort Saint George 7th day of June 1794

John White Attorney for the Complainant

This Bill was shewn to me between the days 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 on hearing a Bill of Complaint is filed against him Let a Summon issue Return immediately and a Warrant of Arrest issue thereon

Jos. du Pré Porcher
Mayor

Translation of a Bond Dated 1st Maussey of Plavengah Year Answering to Anno Domini 11th February 1788.

I Jeevaujee Pundether Cauncoe of the District of Poonamully do Give this Bond to Tongosaula Canacoo Vydenaudah Pillay of Madras That is to say.

In consequence of my Urgent Occasion I have borrowed and Received of You the Sum of (142) One Hundred and forty two Current Star Pagodas Which Sum I do hereby engage to repay You with all Such Interest as shall or may become due thereon at the Rate of 12 ℘ Cent ℘ Annum in two different Payments that One Moiety thereof in the Month of Thye of Reelacah Year or January 1789 and the other Moiety in the Month of Pungoney or March and Redeem the Bond Indefault of Which You are hereby empowered to Recover it by Prosecuting me in the Court. Thus I have given You this Bond with my free will and Consent Witnesses Sawmah Royer and Stalacanacoo Toappa Narrain Pillay by their Knowledge this Bond was drawn by Colatore Conacoo

Canacoo Taunaper

Signed "

Witnesses Signed

Jeevaujee Pundether

Sworn to be a true Translate from the Maratta Language by Bagavuntha Raw this 27th June 1791

Stalacanacoo Toappy Narrainen

Sworn to before me in Madras this 27th June 1791

Jos. du Pré Porcher

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

Ranaganaudom

Interpreter

A true Copy

John White

Atty for the Compt.

Two Star Pagodas for Principal due on a Codjan Bond bearing date the first Mausey of the Malabar Year Plavengah Answering to the Eleventh day of February in the Year of Christ One Thousand Seven hundred and Eighty Eight and entered into by the Said Defendant to this Deponent and this Deponent Saith he doth Verily believe the above Named Defendant Will obscond from the Jurisdiction of this Honble Court on hearing that a Bill of Complaint has been filed Against him

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

Ranganaudom

Interpreter

Filed 27th June 1791

In the Honble the Mayor's Court at Madraspatnam

Between Tongosaula Canacoo Vydenaudah Pillah

Complainant

and

Jeevaujee Pundether Caunoe

Defendant

John White Attorney for the Complainant

Tongosaula Canacoo Vydenauda Pillah of Madras Inhabitant the Complainant above Named Maketh Oath that Jeevaujee Pundether Caunoe of Poonamully Inhabitant Within the Jurisdiction of this Honble Court the Defendant above Named is justly indebted to this Defendant in the Sum of One hundred and forty Two

Malabar

Mayor's Court at Madraspatnam } Tuesday the 26th Day of July Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor
Andrew Ross and John Milford
Aldermen

L.S.

Mayor's Court

Between Tongosaula Cauacoo Vydenaudah Pillay of Madras Inhabitant Complainant and Seevanjee Pundelloo Cauncoo of Ponnamally Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and just Sum of One Hundred and Forty Two Star Pagodas Star Pagodas 142 - - 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.

Filed 13th Oct. 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Hon.ble Court Your Oratrix Margarilla Keating Executrix Named in the Last Will and Testament of William Keating Late Lieutenant Colonel in the Service of the United Company of Merchants of England Trading to the East Indies Deceased, by her Attorney Henry Du Pay One of the Attorneys of this Hon.ble Court, Which Will Your Oratrix hath duly Proved in this Hon.ble Court and obtained Probate thereof and hath thereby taken upon herself the Burden and Execution thereof as by the Records of this Hon.ble Court Reference being thereunto had may Appear That John Tabbener a Lieutenant in the said United Companys Service Residing at Cudalore Stands Indebted unto Your Oratrix as Executrix as aforesaid in the full and just Sums of Five hundred and Fifty Four Pagodas Forty two Fanams and Fifty Six Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Twenty One Pounds Nineteen Shillings and Seven Pence or thereabouts as will more fully and at large Appear by Copy of an Account Current, and also by Copy of a Writing Obligatory given and Granted by the said John Tabbener unto the said Deceased in his life time Bearing date Tranquebar Twenty Seventh Day of December Which was in the Year of Our Lord One Thousand Seven hundred and Eighty Three for the Sum of Four Hundred and Thirty Pardeveo Pagodas Pracuto Annaed for the Inspection of this Hon.ble Court both which Deeds Your Oratrix Prays may be Admitted as part of this her Bill of Complaint the Originals whereof being in Your Oratrix's Possession and Ready to be Produced if Required And Whereas Your Oratrix hath frequently and in an Amicable Manner Requested Payment of the said Sums of

of Five Hundred and fifty four Pagodas Forty Two Fanams and fifty Six Cash from the said John Tabbener.

But now so it is May it Please this Honble Court the said John Tabbener Obstinately and wilfully refuses to Pay 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 John Tabbener May upon his Corporal Oath full true direct and Perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Oratrix the Aforesaid Sum of Five hundred and Fifty Four Pagodas Forty Two Fanams and fifty Six Cash to Gether with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said John Tabbener to be Summoned and Required by the Sheriff of Fort St. George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort St. George 13th Octr 1790

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

Jas. Call
Mayor

H^y Dickey
Atty Compl^t

Dr Lieut. John Tabbener in Account Current with the Estate of Sir C. Williams Heating Deceased Cr.

1783 Decem^r	27th	To the Amount Principal of Your Writing Obligatory in favor of the said Deceased	P. N. P. 430	f. 0	6	1790 Sept^r	30th	By Balance due	554	42	56
		Deducting therefrom the Amount of Sundry things taken taken by the said Deceased in his Life time from the Articles that were left with the said Deceased by You To Wit.									
		One White Silk Gown with a Chelate Coloured Pellycoat Valued P. N. P.	10	"	"						
		One Engleish Gown	8	"	"						
		One Shawl	30	"	"						
		Some White Cotte	10	"	"						
		One Pearl Bow with One Drop	15	"	"						
		Remain	357	"	"						
		Exchange on P. N. Pag^s 357 at 1167 p^ct p^r Cent Star Pagodas is	306	19	56						
1790 Sept^r	30th	To Interest on Do from 27th Decr 1783 to this day is 6 yrs 9 mos 2 d 12 p^ct Cent p^r Annum	248	23	"						
		Star Pagodas	554	42	56						
		Madras 30th September 1790									

E. E. & Co. H^y Dickey
Atty Compl^t

Tranquebar 27th Decr 1783.

This is to Certify that I have Received the full and Just Sum, of four Hundred and thirty Porto Novo Pagodas of Lt Col: William Keating and Should any Accident happened to me, Lt Col: William Keating Will Please to take things, he may chose, to the Amount of the above Sum, four Hundred and thirty Porto Novo Pagodas, with the Common Interest thereon, after which he will be so good as to Deliver the Remaining things as will as my Papers left by me with him Contents

Peter Isack Van Leyfengen or his Order

As Witness my Hand

Lt. I. Tabbener

In the Presence

Lieut Robert Strange
Lieut Ludr Lundt

True Copy

H.Z. Dupuis
Actg Compts

Mayor's Court at Madraspatanam

Tuesday the 26th Day of July Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and John Milford
Aldermen

Between Margarita Keating Executrix Named in the Last Will and Testament of William Keating late Lieut Colonel in the Service of the United Company of Merchants of England Trading to the East Indies Deceased & Mr Henry Dudley One of the Attornies of this Honble Court Complainant and John Tabbener a Lieut in the said United Companys Service Residing at Cudalore Defendant.

It Appearing by the Records of this Court that the Space of six Months of the time Limited in His Majestys Charter for Elapsed since the Return of the Warrant of Sequestration issued Against the Defendants Effects and as the Defendant has not made any Appearance in Court to Answer the Complainants Bill this Court do therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Five Hundred and Fifty four Pagodas Forty two Fanams and fifty six Cash Pagodas 554.42.36/56 to gether with all Such Interest as now is or shall hereafter become due thereon until full Payment be made also all Costs of this Suit &c &c

Filed 25th May 1791

To the Honble the Mayor's Court at Madraspatanam

Humbly Complaining Sheweth unto this Honble Court Your Orator Mordoskistnah Pillay Administrator to the Estate and Effects of Paulavador Venkatachella Pillay deceased, as will appear by the Records of this Honble Court, and of Madras Inhabitant, that Canacayully Mordoskistnama Naig of the same Place Inhabitant, stands Justly and truly Indebted unto Your Orator as Administrator as aforesaid in the full and Just Sum of Two Hundred and forty three Pagodas four 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 Ninety Seven Pounds four Shillings and Nine Pence or there abouts as will more fully Appear by a Bond and an Account Current Copies

Copies whereof are hereunto Annexed for the inspection of this Honble Court To which Your Orator craves leave to refer and Prays the same may be taken as part of this Your Orators Bill of Complaint The Originals whereof are Ready to be produced when required And Your Orator further Sheweth unto this Honble Court That the said Paulavador Venatachella Pillay during his life time, often, and in a friendly and Amicable Manner, requested Payment of the said Bond and the Interest due thereon and Your Orator hath frequently since the decease of the said Paulavador Venatachella Pillay in the same friendly and Amicable manner requested Payment from the said Canacapully Mordorkistnama Naig of the said Sum of Two hundred and forty three Pagodas four fanams and forty Cash

But now so it is May it Please this Honble Court That the said Canacapully Mordorkistnama Naig Obstinately and Wilfully refuses to pay the said Sum of Two hundred and forty three Pagodas four fanams and forty Cash or to give Your Orator any manner of Satisfaction touching the Premises Your Orator therefore Prays a general relief as to this Honble Court shall Appear Agreable to Equity and Good Conscience To the End therefore That the said Canacapully Mordorkistnama Naig 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 and he particularly interrogated thereto and that he may be decreed to pay to Your Orator the aforesaid Sum of Two hundred and forty three Pagodas four fanams and forty Cash 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 Canacapully Mordorkistnama Naig 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 such Order and Decree therein as to this Honble Court shall seem Meet

Fort Saint George 25th day of May 1791

This Bill was shewn to me in the days of Adjournment for a Summons Returnable Next Court Day thereupon writen

Jos. Dalrymple Mayor

R. Williams
Attorney for the Complt

Translation of a Bond Dated at Mauca Bahoula Tryodasy 11th Maasy of Subacrootoo Year Answering to Anno Domini 21st February 1784

I Canacapully Mordorkistnama do give this Bond to Paulam Vedoo Venatauchelapilla That is to say

In Consequence of my urgent Occasion I have this day borrowed and Received of You the Sum of 130 One hundred and thirty Current Star Pagodas Which Sum I do hereby engage to repay You on or before the Months of Pungony or March With all such Interest as shall or may become due thereon at the rate of 12 p Cent p Annum Thus I have given this Bond with my free will and Consent Witness Canacambaikuma Aroomauchelapilla and Mogadauram Venkatasami Naidoo by their Knowledge

Mayor's Court at Madraspatnam

Tuesday the 26th Day of July Anno Dominis 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Mitford

Aldermen

Between Mordochistnaik Pillay Administrator to the Estate and Effects of Paulavadoo Vencatachella Pillay Deceased, as will Appear by the Records of this Honble Court and of Madras Inhabitant Complainant

and Canacapully Mordochistnama Naig of the same Place Inhabitant Defendant

L.S.

Mayor's Court

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and do the Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Two Hundred and Forty three Pagodas Four Fanams and Forty Cash of Pagodas 243.4.40. 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

By Court

Canacapully Mordochistnama Naig Plaintiff and Court Mordochistnama Pillay Administrator to the Estate and Effects of Paulavadoo Vencatachella Pillay Deceased Defendant

1784 February 21st	To Mordochistnama Pillay Amount of Wast Paint	130.		1791 May 23rd	By Balance due	243.	4. 40
1791 May 23rd	To Interest for Ten Months from the 21st February 1784 to the 21st December following	113.	4. 40				
		243.	4. 40				

Pagodas

Madras 23rd May 1791

Errors Excepted

R. Williams

Attorney for the Complt

1784 February 21st	To Mordochistnama Pillay Amount of Wast Paint	130.		1791 May 23rd	By Balance due	243.	4. 40
1791 May 23rd	To Interest for Ten Months from the 21st February 1784 to the 21st December following	113.	4. 40				
		243.	4. 40				

Pagodas

Madras 23rd May 1791

Errors Excepted

R. Williams

Attorney for the Complt

Knowledge this Bond was Drawn by Maulacondu Canicopply of Rammiapatnam

Witnesses Signed

Canacumbaukum Arrunachelam

Venkatasam

Signed

Canacapully Mordochistnama

A true Copy

R. Williams

Attorney for the Complt

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

Signed

Ranganaudom

Interpreter

Filed 26th July 1791.

In the Honble the Mayor's Court at Madraspatnam

Between Cunjaram Armogam Complainant and James West Defendant

The Affidavit of Peter Walker One of the Attornies of this Honble Court and the Attorney for the above named Defendant

This Deponent Maketh Oath and Saith that he hath not been furnished by his Client the above named Defendant With the Copies of the Deposition taken in this Cause or with Money to pay for them or the other fees of Office which he Must Necessarily become Answerable for by further Proceeding in the above Cause This Deponent Also says that the Defendant is besides Considerably indebted to him for his Own Costs in the above Suit of which he did on Saturday the Twenty third day of this Instant July inform the said Defendant by a Letter Written to him for that Purpose and did at the Same time give him Notice that unless he did either pay or Satisfactorily Secure to be paid Such fees he Should Apply to this Court on the Next Court Day for leave to decline Acting to which said Letter and Notice this Deponent has not hetherto received any Satisfactory Answer

P. Walker

Sworn to in Court this 26th July 1791

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of July Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Milfort Aldermen

Cunjaram Armogam
vers
James West

Affidavit of Peter Walker the Attorney for the Defendant Sworn to in Court read and filed this day Praying that he may be Permitted to decline Acting his Client not having paid him his Stepulated Fees or furnished him with Money to Pay for the Copies of the Depositions Ordered that Mr Peter Walker do serve his Client with the Usual Notice of Which Service Affidavit is to be made

A true Extract

Filed 11th June 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Anecha Pilla of Madras Inhabitant Administrator of all and Singular the goods and Chattles Rights and Credits Which were the goods and Chattles Rights and Credits of Appoo Pilla formerly of Madras Dubash but now deceased That One Vadapa Graumany late of Madras Inhabitant but who is now also deceased being indebted to Your Orators said intestate in considerable Sum of Money Secured by Bonds and Mortgages departed this life Some time in or about the Month of October which was in the Year of Our Lord One Thousand Seven hundred and Ninety Without having Paid off or discharged the Monies which Were by him the said Vadapa Graumany so due and owing to Your Orators said intestate Your Orator further Sheweth unto this Honble Court that upon the death of the said Vadapa Graumany to wit on or About the fifteenth day of February Which was in the Year of Our Lord One Thousand Seven hundred and Ninety One Your Orator Caused Application to be made to this Honble Court in its capacity of Kings Ordinary for Letters of Administration of the Goods and Chattles Rights and Credits of the said Vadapa Graumany to be granted unto Your Orator and Your Orator sheweth that upon such Application being made by Your Orator as aforesaid for Administration to the said Vadapa Graumany One Condapa Graumany Who is the brother heir and legal Representative of the said Vadapa Graumany did Come to an Account with Your Orator for the Monies Which were so due and Owing from the said Vadapa Graumany to Your Orator as aforesaid upon which Account there Appeared and Actually was a balance of Two Thousand Eight hundred and forty Pagodas Twenty Eight fanams and Sixty Cash due and Owing to Your Orator from the said Vadapa Graumany as Administrator of the said Appoo Pilla Whereupon Your Orator sheweth that the said Condapa Graumany did by his certain bond or Written instrument by him duly executed and bearing date the Fifth Pungoony in the Malabar Year Saudaurana Answering to the fifteenth day of March in the Present Year of Our Lord One Thousand Seven hundred and Ninety One after Setting forth the Several Sums of Money which the said Vadapa Graumany had borrowed and Received from Your Orator's intestate the said Appoo Pilla and Specifying the Bonds and Mortgages Which the said Vadapa Graumany had executed to Secure the Repayment thereof and that there was then due and owing to Your Orator as Administrator aforesaid upon that Account the said Sum of Two thousand Eight hundred and forty Pagodas twenty Eight fanams and Sixty Cash he the said Condapa Graumany did by his said Bond in consideration of the Premises and that Your Orator would withdraw his Application to this Honble Court in its capacity of Kings Ordinary for Administration to the said Vadapa Graumany and Suffer Administrator of the Estate and Effects of the said Vadapa Graumany to be Granted to the said Condapa Graumany Promise and engage to pay Your Orator the said Sum of Two thousand Eight hundred and forty Pagodas Twenty eight fanams and Sixty Cash by disposing of certain Premises which in the Said Bond are Particularly Set forth and mentioned in default Whereof he the said Condapa Graumany did by the said Bond or Written instrument Authorise and empower Your Orator to Prosecute him in this Honble Court for recovery of the said Sum of Two Thousand Eight hundred and forty Pagodas twenty eight fanams and Sixty Cash and of the Interest thereof at the rate of twelve per Cent per Annum which will fully and at large Appear by a true and faithful translation

translation of the said Bond or Written instrument which is hereunto Annexed for the inspection of this Honble Court to which Your Orator humbly Craves leave to refer and which he prays may be Admitted and received as part of this his Bill of Complaint Your Orator further Sheweth unto this Honble Court that he did in pursuance of the aforesaid Agreement withdraw the Application which he had so caused to be made to this Honble Court in its Capacity of Kings Ordinary for Administration of the Estate and Effects of the said Vadapa Graumany and that in Consequence thereof Administration of all and Singular the Goods and Chattles rights and Credits of the said Vadapa Graumany was on the Twelfth day of April in the Present Year of Our Lord One thousand Seven hundred and Ninety One granted by this Honble Court in its Capacity of Kings Ordinary to the said Condapa Graumany Your Orator further Sheweth unto this Honble Court that there is now due and Owing to Your Orator by the said Condapa Graumany for Principal Monies and interest upon the foot of his said Bond or Written instrument the full and just Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash Making in Sterling Money of Great Britain at the Exchange of Eight Shillings for every Pagoda the Sum of One Thousand One hundred and Sixty Eight Pounds and Eight Shillings or thereabouts and Your Orator Sheweth that he hath frequently in a friendly Manner Applied to the said Condapa Graumany and requested of him either to dispose of the said Premises Mentioned in the Annexed Copy of the translation of his said Bond or to pay Your Orator the aforesaid Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash

But now so it is May it Please this Honble Court that the said Condapa Graumany Combining and Confederating how to

to injure and distress Your Orator in this behalf not only refuses either to consent to a Sale of the said Premises Mentioned in the said Bond or to pay Your Orator the aforesaid Sum of Two thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash or any Part thereof But Actually Asserts and Gives out that he will Sell the timbers Mentioned in this said Bond and in the Annexed Copy of the translation thereof and Appropriate the Monies which shall arise from such sale to his own Private use with Out any regard to Your Orators said just demand To the End therefore that the said Condapa Graumany may upon his Oath true full Perfect and direct Answer Make to all and every the Matters and Charges Aforesaid and that as fully and Particularly as if the same was herein again repeated and he the said Condapa Graumany thereunto interrogated Paragraph by Paragraph and that the said Condapa Graumany May forthwith pay unto Your Orator the aforesaid Sum of Two Thousand Nine hundred and twenty One Pagodas three fanams and Sixty Cash with all such interest as shall hereafter Accrue upon the said Principal Sum of Two Thousand Eight hundred and forty Pagodas twenty Eight fanams and Sixty Cash or in default thereof that the Several Premises mentioned in the said Annexed Copy of the translation of the said Condapa Graumany said Bond or Written instrument May be Sold Under the decree of this Honble Court towards Satisfaction of Your Orators said demand And that in the Mean time the said Condapa Graumany be restrained by the Injunction of this Honble Court from disposing of the said Timbers or of any Part thereof And that Your Orator May be further and otherwise relieved in the Premises According to Equity and Good Conscience and as the Nature Merits and Circumstance of Your Orators case shall require

May it therefore Please this Honble Court to Cause the said Condapa Graumany to be Summoned and required by the Sheriff

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 them 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 this 10th day of June 1791

This Subpœna was shewn to me on the days of Adjournment Let a Summons issue returnable Next Court Day.

Jos. du Pré Porcher
Mayor

John White Attorney for the Complainant

Translation

of a Security Bond of Ready Money Dated 3rd Pungony of Saudaurana Year Answering to Anno Domini 15th March 1791.

I Vendaya Grammany Son of Caremanaya Chetty Vengaya Grammany of Madras do Give this Security Bond of Ready Money to Annachayella Son of Nadowapoo Narrayana Pillai.

Whereas My Brother Vadaya Grammany had on the 4th Auvany of Vecaury Year or 4th August 1779 Mortgaged to Your Brother Appoo Pillai the following Bills of Sale to Wit Two Choultry Cadjan Bills of Sale of a House in the name of my Grand father Vadaya Grammany One Choultry Paper Bill of Sale of the House of Venatasa in the Name of my Brother as well as one Agreement in the Name of my Brother And a Bill of Sale given by Peddenaikar for the Privilege which my Brother Provided for the Village of Salavoyal all which my Brother had Mortgaged to Your Brother Appoo Pillay on the 4th Auvany of Vecaury Year or 4th Aug.st 1779. and borrowed and Received the Sums of 500. Pagodas Interest Accrued thereon from that date to the 30. Mauny of Saudaurana Year or 10. March 1791. is Pag.s 69 5. on the 2d Auvany of Vecaury Year or 4th Septr 1779. My Brother hath borrowed on a Simple Bond Pag.s 220. Interest Accrued thereon from that date to the 30. Mauny of Saudaurana Year or 10. March 1791. Pag.s 30 4. 15. on the 2d Poyey of Vecaury Year or 12th Jan.y 1780. borrowed on Sending a Note or Bond by Mauneyaya a Person Pag.s 21 Interest Accrued thereon from that date to the 30. Mauny of Saudaurana Year or 10. March 1791. Pag.s 2 3 4. on the 17th Pungony of Vecaury Year or 27th March 1780. Regarding the Bill of Sale of the House of Pullicodatanum Condapan Pag.s 87-5. My Brother borrowed of Appoogi Illaud Yoweu the Account Pag.s 509 Interest Accrued thereon from that date Pag.s 343.3772. On the 27th Auvany of Keelaca Year or 7 July 1788. my Brother borrowed on Executing a Bond Pagodas 100. Interest Accrued thereon from that date to the 30. Mauny of Saudaurana Year or 10. March 1791. Pagodas 32 5 3/4 all the above Bonds Mortgage Bonds Simple Bonds and Accounts being Personally Settled including the Interest and Executed for Pagodas 2840. 28 3/4. Two Thousand Eight Hundred and forty Pagodas and Twenty Eight and Three Quarter Fanams as You have after the decease of my Brother Vadaya Grammany Requainted Me that You Would Recover it by Disposing by Prosecuting in the Court and Prayed Letters of Administration for that Purpose I do hereby Agree that if You should Withdraw Your Prayer for Letters of Administration in the Honble the Mayors Court and if the said Administration should be granted Either to me or to my Brothers Wife I would forthwith Discharge Your debt by Disposing the above Mortgaged Premises Should there be any deficient for the Money Promised to sell the Gardens Situated in the Priveledged Village of Salavoyal Which is Mortgaged to Cajaya Modeliar and Out of the Amount Sale thereof After paying his Money I am to discharge Your debt the remainder Money and With the Amount Sale of the Woods and Planks which are in my House

House Indefault of which You are hereby Empowered to Prosecute in the Honble the Mayor's Court and Recover the said 2840. Pag.s & 28 3/4 fanams with all such Interest as shall or may become due thereon at the rate of 12 ℘ Ct ℘ Annum I am in such case not to Contest by filing Plea & Answer Thus I condapa Graumany have Given this Security Bond of Ready Money to Anechapilla with my free will and Consent Witnesses Chembrambaukum Teyangaroya Modeliar and Mannuypaukum Teroovembala Modeliar by their Knowledge this Security Bond of Ready Money was drawn by Kistnanchelam Taleyasingan

Marked Condapa Graumany

Witnesses (Signed)
Chembrambaukum Teyaugan
Mannevaukum Teroovembalam

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

Ranganaudom
Interpreter

A true Copy
John White
Pvt. Atty

Mayor's Court at Madraspatnam

Tuesday the 26th Day of July Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and John Milford
Aldermen

Mayor's Court

Between Anecha Pilla of Madras Inhabitant Administrator of all and Singular the Goods and Chattes Rights and Credits of Appoo Pilla formerly of Madras Dubash but now Deceased Complainant and Condapa Graumany of Madras Inhabitant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Two Thousand Nine Hundred and Twenty One Pagodas Three Fanams and Sixty Cash (Pagodas 2921.3.60.) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

Cur

Filed 8th June 1791

To The Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Thomas Chase of Fort Saint George Esquire that Sunoo Ramaloo Alias Chinna Sawmy of Madras Merchant stands indebted unto Your Orator in the full and just Sum of Six hundred and eighty five Star Pagodas Current Money of Madras, Making in Sterling Money of Great Britain, at the rate of eight Shillings for every Pagodas the Sum of Two Hundred and Seventy four Pounds or thereabouts as will more fully and at large Appear by the Copies of a Bond and of an Account thereunto Annexed for the Inspection of this Honble Court and Prayed by Your Orator to be taken as part of this Bill of Complaint the Originals whereof are in Your Orators Possession and ready to be Produced to this Honble Court when Required And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly Manner, Requested the Payment of the said Sum of Six Hundred and Eighty five Star Pagodas

But now so it is and may it Please this Honble Court the said Sunoo Ramaloo Alias Chinna Sawmy 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 Sunoo Ramaloo Alias Chinna Sawmy may upon his Corporal Oath (full true and 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 Six hundred and eighty five Star Pagodas with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit.

May it Please this Honble Court the Cause thereof said Sunoo Ramaloo Alias Chinna Sawmy 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.

L. Popham
Atty for Compt.

8th June 1791
This Bill was shewn to me between
the Days of Adjournment Let a Summons
issue returnable Next Court Day.
Jos. du Pre Porcher
Mayor

Know all Men by these Presents, that I Sunoo Ramaloo Alias Chinny Sawmy am held and firmly bound unto Thomas Case Esqr in the Penal Sum of One Thousand Star Pagodas to the Payment whereof well and truly to be made to the said Thomas Chase Esqr 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 this Twelfth day of May in the Year One Thousand Seven Hundred and Eighty Eight.

Whereas

Whereas the above bound Suncoo Ramah Alias Chinny Sawmy hath borrowed and received of the above named Thomas Chase Esqr the full and just Sum of Five Hundred Star Pagodas to run at Interest at the rate of twelve per Cent per Annum Payable in two Months from this date.

Now the Condition of this Obligation is Such, that if the above bound Suncoo Ramah Alias Chinny Sawmy his heirs, Executors, Administrators or Assigns shall well and truely pay or Cause to be Paid unto Thomas Chase Esqr his heirs, Executors, Administrators or Assigns, the full and just Sum of 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.

Suncoo Ramah (L.S.)

Signed, Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of

A true Copy
S. Popham

Dr. { Suncoo Ramah Alias Chinna Swamy in Account With Thomas Chase } Cr.

1788 May	10th	To the Amount of Your Bond of this date Payable in 2 Months	500	"	"	1791 June	10th	By Balance due	685	"	"
1791 June	10th	To interest on Do from 10th May 1788 to this day being 3 yrs 1 mo at 12 ₱ Cent ₱ Annum	185	"	"						
		Pagodas	685	"	"			Pagodas	685	"	"

Fort St George
10th June 1791.

Errors Excepted
₱ Thomas Chase

A true Copy
S. Popham

Mayor's Court at Madraspatnam } { Tuesday the 2d Day of August Anno Domini 1791

Present

(L.S.)

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Mayor's Court

Between Thomas Chase of Fort Saint George Esquire Complainant and Suncoo Ramah Alias Chinna Sawmy of Madras Merchant Defendant

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected Doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Six Hundred and Eighty five Star Pagodas / Star Pagodas 685 " " / together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit.

₱ Cur

Filed 20th Augt 1791.

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day July Anno Domini 1791

Present

Josias Du Pré Porcher Esqr Mayor

Andrew Ross John Mitford and

James Amos Aldermen

Conjarum Armoogam
vers
James West

Affidavit of Peter Walker the Attorney of the Defendant Sworn to in Court read and filed this day Praying that he May be Permitted to decline Acting his Client not having paid him his Stipulated fees or furnished him with Money to pay for the Copies of the Depositions — Ordered that Mr Peter Walker do Serve his Client with a Copy of this Minute of Which Service Affidavit is to be made.

A true Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Belween Conjarum Armoogam Complainant and James West Defendt

The Affidavit of Thomas Ives One of the Serjeants of this Honble Court.

This Deponent Maketh Oath and Saith that he did on the thirteeth day of July Last Serve the abovenamed Defendant With an Extract hereunto Annexed by leaving a Copy thereof at the House where the said James West lives and Resides

Thos Ives

Sworn to in Court this 20th August 1791

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d Day of August Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Conjaram Armogam
vers
James West

Affidavit of Thomas Ives of Service of Notice upon the Defendant of his Attorney having Prayed leave to Decline Acting Sworn to in Court read and filed this day — Ordered that Mr Peter Walker be Permitted

Permitted to Declined Acting The Attorney for the Complainant
Prays that the Defendant may by Next Court Appoint another
Attorney to Act for him in the Room of Mr. Peter Walker Ordered
Accordingly.

A true Extract.

Filed the 7th Augt 1790

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this
Honble Court Your Oratrix Valleyamah of Madras Inhabitant Widow
and Relict and Also Sole Administratrix of all and Singular the Goods
Chattels Rights and Credits of Tondawarayen Deceased duly and lawfully
Appointed Under the Order of this Honble Court in its Ecclesiastical
Capacity as by Letters of Administration with the Will Annexed under
the Seal thereof Now in Your Oratrix's Possession and Ready to be Produced
if Required Reference being thereunto had will more fully and at Large
Appear And Your Oratrix sheweth That after Death of Her Husband the
said Tondawarayen which happened some time on or about the thirtieth
day of December which was in the Year of Our Lord One Thousand Seven
Hundred and Eighty Nine That Aroonachellum his Nephew and Now
of Madras Inhabitant totally Regardless of the Injunctions Contained
in the Will of Your Oratrix's said Husband Annexed as aforesaid to the
said Letters of Administration in Open Defiance of every Rule of Equity
and Justice and to the great hurt and Prejudice of Your Oratrix did
Seize upon and Possess himself of a Certain House and Ground Situated
at St. Thome between the Houses of Ramana Moodeliar and
Neelamarah Ramalinga Moodelly the Property of the said Estate

Also

Also Two Cadjan Writings the One for Five Cawnies of Ground at Tavarum
Pella the Other for a piece of Ground at Saint Thome together with Money Other
Bonds and Cadjan Writings the Property of the said Estate But of which
Your Oratrix has not Yet been able to gain a particular Accounts
And Your Oratrix Shewith That being thus wronged and Aggrieved by
by the Conduct of the said Aroonachellum And being Utterly without
a Remedy in the Premises she Ridin Order to Obtain that Redress
Which She is entitled to Apply to this Honble Court in their Capacity
of Kings Ordinary for Letters of Administration with the Will Annexed
To the Estate of the said Husband as Widow and Next of Kin and
Duly Obtained the same on the Fourth Day of April Last past And Your
Oratrix further Shewith That as Administratrix as aforesaid She has
frequently and in an Amicable Manner Applied to and Requested
the said Aroonachellum Would put Your Oratrix in Quiet and peace-
able Possession of the said House and Ground Situated as aforesaid
at Saint Thome and that he Would Also Deliver up unto Your Oratrix
the said Two Cadjan Writings as Aforementioned the One for Five
Cawnies of Ground at Tavarum Pella the Other for a piece of Ground at
Saint Thome with All and every Other of the Cadjan Writings which
He the said Aroonachellum had so unjustly Seized Upon and Illegally
Possessed himself of.

But now so it is May it please this Honble Court That
the said Aroonachellum Combining and Confederating himself to and
With Divers other Persons at present Unknown to Your Oratrix whose
Names when Discovered Your Oratrix Prays may be inserted herein
With Apt words to Charge them with Contriving how to Defraud Your
Oratrix Obstinately and Wilfully Refuses to put Your Oratrix either
in Possession of the said House and Ground Situated as aforementioned

at

at Saint Thome, or to deliver up to Your Oratrix any of the Cadjan Bonds or Writings belonging to the Estate of her said Deceased Husband. He the said Aroonachellum some times pretending that as Nephew to the said Deceased. He has a right to detain the same Whereas Your Oratrix Charges and so the truth Your Oratrix having duly Obtained Letters of Administration under the Seal of this Honble Court in its Capacity of Kings Ordinary, that she Alone is entitled to the Sole Possession of the Estate and Effects of her said Deceased Husband Because she has given a Security for the Amount thereof and is bound thereby to distribute the Property Agreeably to the Will of her said Husband to the said Letters of Administration Annexed and is further Accountable for any waste that may be made therein And Your Oratrix Sheweth that the said Aroonachellum well knows this to be the truth and often Admits the same and Conscious of having Wronged and defrauded Your Oratrix He the said Aroonachellum frequently offers to Attone for the Injuries which Your Oratrix has Sustained through his Means, by Pecuniary Compensation and by Other Means Attempting to Compromise the Matter, Again He some times pretends that he did not Possess himself of such Effects of the said Deceased in an improper or illegal Manner. But Your Oratrix Charges and so the truth Realy is that the said Aroonachellum did Possess himself of and Now detains the said Property to the great Prejudice and Manifest Injury of Your Oratrix who as Administratrix is entitled to the Possession of all the property of her said Intestate All which Actings Pretences and doings of the said Aroonachellum and the said Confederates are Contrary to equity and Good Conscience And tend to the Manifest wrong Oppression and Injury of Your Oratrix as Administratrix as aforesaid In Consideration Whereof And for as much as Your Oratrix Cannot Obtain ample Relief in the Premisses, without that the said Aroonachellum is Compelled

Compelled to deliver up the effects of the said Tondevaroyen which are in his Possession And to discover every Matter Relative thereto. To the End therefore that the said Aroonachellum And the Rest of the Confederates when discovered may upon his or their Corporeal Oaths full true Direct and perfect Answer make, to all and Singular the Matters and things herein before Setforth and Stated, and Alledged and that In as full and ample a Manner as if the same were here again Repeated and Particularly Interrogated. And that the said Aroonachellum may Setforth and say whether Your Oratrix has not duly Obtained Letters of Administration with the will Annexed to all and Singular the Goods Chattels Rights and Credits of the said Tondevaroyen Deceased And that he may further Setforth whether He the said Aroonachellum did or did not and when take Possession of a House and Ground at Saint Thome the Property of the said Tondevaroyen Deceased And Whether Your Oratrix has or has not Repeatedly Requested to be Put in her Possession thereof And wether he the said Aroonachellum does or does not in dispite of the said Request Still illegally detain the same And that the said Aroonachellum may further Setforth Whether he did or did not take Possession of and whether he Now detains the aforementioned two Cadjan Writings together with Several Other Cadjan Bonds Securities and other writings belonging to the Estate of the said Tondevaroyen And that He may Specify and Particularize the same And that the said Aroonachellum may further on his Corporeal Oath Setforth whether he has or has not and when Attempted to Compromise and Settle the Matters Now in dispute With Your Oratrix by Offering to pay a Sum of Money in lieu of the Property which he has so detained And to what Amount And lastly Your Oratrix humbly Prays that as Administratrix as aforesaid the

Said

Said Aroonachellum may be Ordered and Decreed to put Your Oratrix in Quiet Possession of the said House and Ground at Saint Thome And that he the said Aroonachellum may be further Ordered and Decreed to deliver up to Your Oratrix all such Bonds, Notes, Cadjan Writings, and other the Effects of every discription in his Possession and belonging to the Estate of the said Tondevaroyen And that he May be further Decreed to pay unto Your Oratrix all Costs of this Suit

May it Please this Honble Court to Cause the Said Aroonachellum to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed then and there to Answer this Your Oratrix's Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall Seem Meet.

Fort Saint George
August the 7th 1790

G^o Chalmer
Att^y for Compl^t

This Bill was shewn to me between the days of Adjournment let a Summon issue Returnable on Next Court Day

Vin^t Corbett
Mayor

Filed the 28th Septr 1790

The Answer of Aroonachellum of Madras Inhabitant Defendant to the Bill of Complaint of Valleyamah Administratrix to the Estate and Effects of Tondevaroyen Deceased 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 Uncertainties Insufficiencies and Imperfections in the Complainants said Bill Contained for Answer thereunto or unto so much thereof as this Defendant is Advised is Matireal or Necessary for him to make Answer unto he this Defendant Answereth and Saith he does not Admit that Complainant has duly Obtained Litters of Administration with the Will Annexed of the Estate and Effects of her deceased husband as in and by her Bill she has Charged the truth to be for this Defendant Says he has heard and Verily believes that the Complainant, said Deceased husband did die intestate and that the Paper Writing Pretended to be his Will is fictitious and Set up by the Complainant for the Most fraudulent Purposes and this Defendant says that he is the More certain that the Complainants said Deceased husband never Could have made such a Will from a Knowledge that the Complainant did for about the Space of Fifteen Years Previous to the decease of her Said Deceased husband live Separate and apart from him and in a State of Prostitution and that she has never since his decease been Permitted to enter into or haves any connection with his family And this Defendant further Answering says that the Estate of which the

the Complainant has so unduly as aforesaid Obtained Letter of Administration with the Pretended Will Annexed was not the sole Property of her said Deceased husband but that the Principal Part thereof belongs to the Estate of this Defendants Paternal Grandfather Whose Widow is still living and with which this Defendant says the Complainant had no preferential or other right to interfere either by the Laws of the Land or by the Prevailing Laws and Customs of this Defendants Cast And this Defendant saith he is Advised that both by the Laws of the Land and by the Laws and Customs prevalent in this Defendants Cast the Complainant for the reasons hereinbefore Set forth had no right or title whatever to interfere even in the Estate of he said Deceased husband And this Defendants says that had he been advised in due time of the Proceedings of the Complainant to Obtain Letters of Administration as aforesaid he should have came in and disputed her right thereto but this Defendant says he never did hear thereof until the said Letters had Passed the Seal and he believes and Makes no doubt of Proving the same as for as the Nature of such Proof will Admit that no Notice of Such Proceedings of the Complainant to obtain the said Letters were ever Affixed at the Usual public Places and as in like cases the same is Observed And this Defendant for further Answer says that the Complainant Previous to her Obtaining Letters of Administration as aforesaid did in Company with other persons enter the house of this Defendant during his absence to the Northward and under a Pretence of Searching after the Effects of her said Deceased husband did break open a Chest in the said house deposited and Secured by Seals thereon affixed and did take therefrom sundry documents Vouchers and Papers of Very Considerable Value

Value And this Defendant further Answering says that he denies his ever did in open defiance to the Powers Granted to the Complainant by this Honble Court or otherwise either to the prejudice of the Complainant or to the Prejudice of any other Person interested in the Estate of her said Deceased husband Possess himself of a house and Ground Situated in St Thomas as discribed in the Complainants Bill or of the two Cadjan Writings therein set forth for this defendant says the said Premises are his property thereof and that the Same have decinded to him from his Grandfather and father by whom they Were purchased and in whose Names the said Writings are made Out as well morefully and at Large Appear by Copies translates thereof hereunto Annexed for the Inspection of this Honble Court to Which this Defendant begs leave to refer and Prays the same may be taken as part of this his Answer the Originals whereof being in his Possession and Ready to be Produced when Required and this Defendant says that he denies all and all manner of Combination and Confederacy as in the Complainants said Bill is Charged and Set forth and this Defendants says that the conduct of the Complainant in the Premises is unjust Vexatious and inequitious and that she is Orded therein by divers Evil disposed Persons for the Accomplishment of the Most fraudulent Purposes and this Defendant further Answering says as to any other Matter and things Charged in the Complainants Bill and to which this Defendant May not have herein and hereby Particularly Answered unto that the same is either irrelevant impertinent or Untrue

All which Matters and things this Defendant is Ready and Willing to aver Maintain and Prove as this Honble Court shall direct and Humbly Prays to be hence Dismissed With his Reasonable Costs

and

And Charges in this behalf Most Wrongfully Sustained

Signed
Arroonachellum

J. Stuart Hall
Atty for Defendt

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

Ranganaudom
Interpreter

Translation of a Bill of Sale dated 25th Vyaasy of Caulayoocty Year
Answering to Anno Domini 5th June 1738.

I Maliayan Moodelliar Son of Vaunneyan Modeliar of Agoomoodya Cast of Madras do give this Bill of Sale of House to Maureyayan Moodeliar Son of Chinny Modeliar of the same Cast Inhabitant of [illegible]

Whereas this day my House Situated at Mylaypoor or Saint Thomy in the Northern Division in Oil Mongers or Madavalangam Street of Singaura Valayan Pagoda, out of which Deducting One Third which Was Sold to Vaunneyan Soobramoneyan the remainder is two Third, the Description of which is as follows East to the House of Vaunneyan Maddely North to the backyard of Chinnayan Moodeliar, west to the House of Veerabadra Moodeliar and South to the House of Mudoo Edyan the Demensions of this House lying in the center of the above four Descriptions is from East to West 80 feet from North to South 32 feet small Cadjans boiled Attachayer 30 Roors and 8 Door frames & together with Meapers Parawgs Pyre Tiles whatsoever I have sold to You for the Sum of 40 forty Current Pagodas for which Sum I have finally Sold my House and fully Received the Money there is no manner of Claim or Molestation to the House

Should there Appear any Claim in such case engage to get it Cleared Thus I Maliayan Moodeliar have Voluntarily given this Bill of Sale of House to Maureyayan Moodelliar Witness Vellayan Moodeliar, Mootoocumarayan Moodeliar and Tavanabala Vatteyar by their Consent Drawn by Canacoo Chinnatamby

(Signed) Maliayen

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

(Signed) Ranganaudum
Interpreter

A true Copy
J. Stuart Hall
Atty for Defendt

Translation of a Mortgage Bond dated 3 Vyaasy of Sarvajeetoo Year Answering to Anno Domini 15 May 1767.

I Mootoocayan Son of Chinnatatyan Moodeliar of Vaullaha Cast of Northern Devision of Saint Thomy do give this Mortgage Bond to Chinnatamby Moodeliar Son of Sewdavandy Maureyayan Moodeliar of Shavallawla Cast of the same Place

Whereas formerly on the fifth Day of Crodaavan 15th February 1746 My Brother Maliayan leaving Mortgaged to You the Palmara Trees of Vooliyalacada or backyard Tamkan Palacade Palmara Trees and Cocoanut Trees of Nunab Moodeliars Palacada The Palmara Trees of Veerava Civil Madoo and Tatacauran Madoo and borrowed and Received of You the Sum of (1772) Seventeen and a half Current Star Pagodas bearing Interest at 9 p. Ct. p. Annum Payable on Demand after having Deducted the Amount You Might have Collected from the above Produce in Part Payment for in lieu of Interest and You have Accordingly

Received

Received the produce of the said Trees in Lieu of Interest for the space of 2 Years - But afterwards My Brother did Contrary to the tenor of the Agreement regarding the Mortgage of the aforementioned Trees enjoy the same himself and Moreover my Brother's Wife Timmauty Cut and Sold off the abovementioned Trees and upon demanding the Reason of the Cutting and Selling the said Trees She began to give an insolent and impertinent Answer thereto so that having lost the prementioned Securities I do hereby Mortgage to You the One Sixth Part of the Share of his in Coollasadian Pattada (to which the said Timmautal is entitled) Viz.t Pareyapalam Taly, One, Anthony Sheroovaudoo Madungoo - flower Garden - in all Tala 4. Making 1/2 Cauny together with the One Sixth Shave of her in Shocantal Pattada Viz.t Calavoy Tala One. Nautangaul Tala, Varishyel Talay, One in all Talay two Making three Quarter Cauny, in Bavattan Pattada Caryapolam Talay One, Poadypolam One. Naurataungal near Daravoo or Well One, in all Talay Three Making One Cauny Total Caunys Three and Quarter and You are to enjoy the Aforementioned Mortgages Thus I Mootiapan have Voluntarely given this Mortgage Bond to Chinnatomby Moodeliar, Witnesses Tyapoo Moodeliar and Dauson Chingleroy Moodeliar by their knowledge this Mortgage Bond was Drawn by Myla Mootiapan

(Signed) Mootiapan

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

(Signed) Ranganaudom
Interpreter

A true Copy

J. Stuart Hall
Att.y for Defend.t

Malabar Answer

Filed the 16th Novr 1790

The Replication of Valleyamah of Madras Inhabitant Widow and Relict and Also Sole Administratrix of Tondavaroyen Deceased Complainant To the Answer of Arronachellum of Madras Inhabitant Defendant.

This Repliant 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 Incertainties and insufficiences in the said Defendants Answer Contained for Replication thereunto saith that all and every the Matters and things in and by her said Bill of Complaint Alledged she will aver Justify Maintain and prove to be good Certain and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Set forth and declared and that the Answer of the said Defendant is very untrue and Altogether Insufficient in the Law to be by this Repliant Replied unto for divers Manifest Defects and Imperfections therein Contained. And for further Replication this Repliant Saith that She has duely and properly Obtained Letters of Administration with the Will Annexed to the Estate and Effects of her Deceased Husband, After, Observing every Necessary from for that Purpose, by this Honble Court prescribed, And this Repliant doth insist as she will hereafter fully Prove that her Husband the said Tondevaroy Moodelly did not die Intestate neither is the Will Which to the said Letters of Administration is Annexed a fictitious Paper as by the said Defendant In his said Answer is falsely Asserted, on the Contrary this Repliant Says that the said Tondevayroya Moodelly, did Previous to his death duely Make and Publish the same, as and for his Own Act and Deed, In the presence of the Subscribing Witnesses

to

to the said Will Named, As also in the Presence of Divers Other persons,
And that she was then of Sound Mind, Memory and Understanding
And this Repliant saith the Estate to which She has Administered, Is the
Whole and Sole Property of her Deceased Husband, And that as his Widow
and Relict, her right and Title to the Administration thereof is preferable
to that of any other person whatever as well by the Laws of England, as
by those which Govern her Cast, And this Repliant further saith that
the said Defendant well Knew, the time when she Applied for Letters of
Administration as also the Measures she had Adopted in procuring them.
And therefore if the said Defendant Conceived that she had a preferable Claim
thereto she Ought to have Contested the Matter before the Kings Ordinary in
this Honble Court by Propounding Allegations, This Repliant Says that the Regular
Advertizements were duely Affixed at the Usual Public Places, And such
Other Notices Given as are in like Cases Observed, and further more that the
Defendant Knew of the Circumstance having seen and Examined them And
therefore the Defendant in saying she was not Acquainted with the Circumstance
has Asserted that in this Answer which is not true as this Repliant will
hereafter Prove in a full and Ample Manner. This Repliant further
saith that the said Defendant also Knew of the Will being in existence
Which to the said Letters of Administration is Annexed. For this Repliant
saith that during the life time of her Husband, The Defendant on Account
of some bad behaviour was by him turned Out of the House, In Consequence
of which she went to the Northward And there resided a Considerable time,
and from whence, she did not Return until After the Death of her Husband.
This Repliant saith that upon his Arrival the said Will was Produced and
Shewn him by Several Members of the Cast, who Desired him to Yield a
Compliance there with, But the said Defendant under Various pretences
evaded doing so whereupon this Repliant made a Complaint to the Cast
People, who Immediately Assembled and Passed an Award or Decree in
this

this Repliants favor, But before the same Could have effect, the said Defen-
dant Found Means to procure and Obtain from One Saravania Mordelly
Certain Property in his Possession belonging to the Estate of her said Deceased
Husband, which the Head Members of her Cast had Deposited With the
him, After his Decease, which Property this Repliant has in her Bill
of Complaint Charged in a General Manner to be in the Possession of the
said Defendant and has therein Required Him to Specify and Set forth
the same, But which he the said Defendant has Omitted to do, And this
Repliant saith that with this Property the said Defendant Absconded
Without Paying any Attention to or Regarding the Funeral Ceremonies of
the Deceased, which were Performed by this Repliant, And the expences
Sustained by her. And this Repliant Further in Support of what she has
Set forth Prays leave to State that after she had duely Obtained Letters of
Administration to the Estate of her said Husband, She Applied to her
Attorney at Law to write to the said Defendant and to Demand a Restitu-
tion of the Property which she so unjustly withheld, whereupon the said
Defendant Came to the Office of her said Attorney and Offered to Comply and
the Matter by Paying a Certain Sum of Money And to Settle the whole
in Manner the Cast People had Directed; But having Neglected to do so
This Repliant was under the Necessity of Instituting the present Suit
Against him. And this Repliant Positively denies, that she did either
by herself or with any Other Person or Persons break Open a Chest and
take therefrom Sundry Documents and Vouchers as in and by the
Defendants said Answer is Set forth to the Contrary this Repliant saith
the same is a false and Slanderous Assertion, Void of all Truth or Founda-
tion. And this Repliant doth Insist and Maintain that the Sums
and Ground which she has in her Bill of Complaint Charged the Com-
plainant with having Taken Possession of, Is Really, Truly, and Justly
the Property of her Deceased Husband. And with Regard to the Title
Deeds,

Deeds, Copies whereof are to the Defendants Answer Annexed
This Repliant saith they are of no force or Value Although the said
Defendant has brought them forward to favor his dishonest Views,
Because This Repliant saith that Although the House and Ground
Was formerly the Property of the Defendants Grand father who was
this Repliants Husband's Father Yet this Repliant Saith that he
died Much involved in his Circumstances, and left the said Title
Deeds, Mortgaged or Pledged as a Security for Money that he had
borrowed, And which this Repliants Husband Redeemed by Paying
off, and discharging the said Debts Out of the Money which he had
Made by his trade or Profession, And this Repliant further Saith that
her said Husband Obtained a fresh Bill of Sale and in Consequence
thereof became the Sole and only Proprietor of the Said House and Ground
Which Bill of Sale this Repliant Verily and truly believes to be in
the Possession of the Defendant who wilfully Conceals the Same
together with Many Other Documents belonging to the Estate of this
Repliants Deceased Husband, In Order to favor his evil Views and
intentions. And this Repliant Saith that Although She lived Absent
from her Deceased husband a Considerable Number of Years. Yet the
Same was not the effect of any irregularity on her part; Nor was her
Character in any Measure hurt or blemished by it, On the Contrary
It Proceeded from a Just and proper Motive and by the express desire,
of this Repliants Father, This Repliant saith that upon her Marriage
With her Deceased Husband the said Fondevaroyen Moodelly she
received from her Father Certain Jewells by way of a Marriage Portion
for the Decoration of her person, which Jewells her Said Husband
Some time afterwards borrowed from her under the Pretence of lending
them to a Doughter which he had by a former Wife and who was then
About to be Married and this Repliant Saith, that having afterwards
heard that her husband had Sold and disposed of the said Jewels she
informed

informed her Father of the Circumstance, who requested her to leave the House
untill Such time as they were Returned to her, Which this Repliant Accor=
=dingly did And for eight or Nine Years, lived Absent from her said husband
But not for the Space of Fifteen Years as the said Defendant In and by
his said Answer has Most falsely Asserted; This Repliant further Saith
that during the time she so lived Absent Many Applications were made to
her by her said Husband, who expressed great Contrition for his Conduct,
And begged this Repliant to Return to his home, But as he did not
Produce the Jewells her, said Father Refused to give his Consent thereto
Untill About three Months before his death, when in Consequence of
Solemn Assurances on the part of her Deceased Husband, of either Returning
the Jewells by a Certain day or paying the Amount of them, This Repliants
Further did Agree to her Returning to her said Husband, and which
she Accordingly did And untill his Death lived with him on the hap=
=piest terms, And this Repliant Saith She has been thus Particular in
explaining every Circumstance Relative to this Matter In Order to Shew
how little she has deserved the Slanderous Charge and load of Calumny
Which the said Defendant in Order to favor his Evil and Malevolent
Views has heaped upon her, This Repliant Confiding in the Justice of
this Honble Court humbly trusts that she will be put in Possession of
that House which in her Bill of Complaint she has Particularly
Described, And which as Administratrix to the Estate and Effects
of her Deceased Huband she is entitled to And also that the said
Defendant May be Compelled to deliver up Such Other Property as this
Repliant will Prove hereafter to be in his Possession belonging to the said
Estate.

All which Matters and things this Repliant is Ready and
Willing to Aver Maintain and Prove in such Manner and form as
this Honble Court shall be Pleased to direct and Most humbly Prays
as

as in and by her said Bill of Complaint she has Already Prayed.

G. Chalmer
Att.y for Rep.t

Filed the 14th Decem.r 1790

The General Rejoinder of Arounachellum of Madras Inhabitant Defendant to the Replication of Velleyamah Widow and Relict and also Sole Administratrix of Toondavaroyen Deceased of the same Place Inhabitant Complainant.

This Defendant Now and at all times hereafter saving and Reserving to himself all and all Manner of benefit and Advantage of Exception to the many Errors Uncertainties Untruths and Imperfections in the Complainants said Replication Contained for Rejoinder thereunto Saith that he will aver Maintain and prove all and Singular the Matters and things Contained in this Defendant's Answer to be good Certain and Sufficient in the Law to Replied unto in such Manner and form as the same are therein Alledged and that the said Replication is Very Untrue evasive and Insufficient for this Defendant to Make further or other Answer thereto

All which Matters and things this Defendant is ready and Willing to Verify Maintain and Prove as to this Hon.ble Court shall direct and humbly Prays as in and by his said Answer he hath Already Prayed.

J. Stuart Hall
Att.y for Defend.t

Casavaroy Moodelly
Nalapah Moodelliar
Manar Raddy
&
Tondavaroyen

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause now depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Wherein Velleyamah Widow and Relict and also Sole Administratrix of Tondavaroy Moodaly Deceased of Madras Inhabitant is Complainant and Arnachellum of the same Place Inhabitant Defendant

On the Part and behalf of the Complainant

To all the Witnesses } Interrogatory 1.st Do You know the Parties Complainant and Defendant, in the Title of these Interrogatories named, or either and which of them and how long have You so known them or either and which of them respectively, Declare the Truth and Your Knowledge therein.

Casavaroy Moodelly } Interrogatory 2.d Were You, or Were You not Acquainted With Tondavaroy Moodaly In his Life time in the Pleadings of this Cause Named If Yea how long were You Acquainted with him Previous to his Death, Do You or do You not know, If Valleyamah his Wife the Complainant in the Title of these Interrogatories Named, Lived Seperate from him, and how long And for what Reason, and Cause, Did they so live seperate, Did, or did not the said Complainant Same time previous to the said Tondavaroy Moodaly Death, and how long, Return to the House of Her said Husband, If Yea, what was the Reason, and Cause thereof, Were they Perfectly Reconciled, or not and was the said Complainant in the House at the time of his Decease Set forth, the Particulars at Large, and the truth Declare

Nalapah

Nalapah Moodelliar & Tondavaroyen } Interrogatory 3d Do You, or do You not know, or have You heard that Tondavaroy Moodaly Now Deceased in the Pleadings of this Cause Named, paid off a Certain Mortgage upon the House in which he lived, If Yea by whom had the said House been Mortgaged, and to what Person, or Persons was it Mortgaged, and who by Name, Do You, or do You not know, of the Title Deeds of the said House were delivered to the said Tondavaroy Moodelly upon paying the Amount of the said Mortgage, or not, Did, or did not the Said Tondavaroy Moodaly Procure and Obtain, in his own Name and from whom, a New Bill of Sale of the Premisses, And in whose Possession, Do You Now believe it to be in, Set forth According to the Best of Your knowledge Remembrance And Belief And the truth Declare.

Manar Raddy } Interrogatory 4th Did You or did You not at the desire of Tondavaroy Moodaly in the Title of these Interrogatory Named, and When, Draw out his Last Will and Testament, If Yea, was the said Tondavaroy Moodaly at the time to all Outward Appearance of Sound Mind Memory and understanding, was there any other Person, or Persons present, when You Drew out the said Will, or not, and what is the date thereof, Set forth the Particulars at large and the truth Declare.

To all the Witnesses } Interrogatory 9th Do You or Do You not know of any other Matter or thing or have You heard or can You Set forth any thing touching the Matters in Question in this Cause that May tend to the Benefit and Advantage of the Complainant besides what You have been before Interrogated If Yea Declare the same fully and at large as if You had been thereunto Particularly Interrogated.

G. Chalmer
Atty for Compt.

Mayor's Court at Madraspatnam } Between Valleyamah Widow and Relict and Also Sole Administratrix of Tondavaroy Moodelly Deceased of Madras Inhabitant Complainant and Arnachellum of the Same Place Inhabitant Defendant

On the Part of the Complainant

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

Casavaroy Moodelly Dubash of St Thomé Aged thirty five Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the Nineteenth Day of February One Thousand Seven hundred and Ninety One being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith, that he doth know the Complainant Valleyamah in this Cause, and that he hath so known her about fifteen or Sixteen Years and that he doth know the Defendant Arnachellum in this Cause, and that he hath so known him about ten Years And More he saith not to this first Interrogatory.

2d To the Second Interrogatory this Deponent saith, that he was Acquainted with Tondavaroy Moodelly in his life time in the Pleading of this Cause Named And further saith, that he was Acquainted with the said Tondavaroy Moodelly fifteen Years Previous to his death. This Deponent Saith, he knows that Vallyamah the Wife of Tondavary Moodelly the Complainant in the title of these Interrogatories Named, did live Separate from him during the course of Six or Seven Years On Account of the said Tondavaroy Moodelly having sold, the Joys belonging to Valleyamah the Complainant, which Joys were Given her, by her Father who there upon Was Greatly incensed Against his Son in Law the said

Tondavaroy

Soudavaroy Moodelly for such base conduct, and in consequence took
his Daughter the said Valleyamah to his House where she remained for
Six or Seven Years as already Mentioned. This Deponent saith, that the
Complainant did two or three Months previous to the death of the
Said Soudavaroy Moodelly, returne to the House of the said Husband,
the said Soudavaroy Moodally. And further saith, that the reason
of the Complainants returne to the House of her said Husband, was at
His own very earnest request, through the Means of this Deponent and
Ten or eleven others of the same Cast, that She would returne and Charge
herself with the care of the said Soudavaroy Moodelly her Husband, who
at that time was very much indisposed. More especialy as his the
Said Soudavaroy's Mother was very old and incapable of Administering
to his wants. This Deponent Saith that they the said Soudavaroy
Moodelly and his Wife the said Valleyamah were perfectly Reconciled
And further saith that the said Valleyamah the Complainant came
in the House of her said Husband the said Soudavaroy, on the time of
his Decease. And more he saith not to this or to the last Interrogatory

Joseph Shawe
Exr

Mayor's Court at
Madraspatanam

Between Valleyamah Widow and
Relict and Also Sole Administratrix of Souda-
varoy Moodelly Deceased of Madras Inha-
bitant Complainant And Arnachellum of
the same Place Inhabitant Defendant
On the Part of the Complainant.
Deposition

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

Manar Raddy a Transcriber of Religious Manuscripts of the Shame Aged fifty two or fifty three Years being Produced as a Witness in this Cause On the Part of the Complainant was on the Nineteenth Day of February One Thousand Seven hundred and Ninety One being Sworn and Examined Deposeth as follows Viz.

1st — To the first Interrogatory this Deponent saith that he doth know the Complainant Valleyamah in this Cause, and that he hath so known her About Five or Six Years and that he doth know the Defendant Arnachellum in this Cause, and that he hath so known him about two or three Years And more he saith not to this first Interrogatory

4th — To the fourth Interrogatory this Deponent saith, that he did at the desire of Soudavaroy Moodelly in the bills of these Interrogatories Named, about Four or five Days previous to his the said Soudavaroy Moodelly's death Draw out his last Will and Testament And further saith, that the said Soudavaroy Moodelly was at the time to all Outward Appearance of Sound Mind, Memory and Understanding. This Deponent Saith, that the Mother of the said Soudavaroy Moodelly, Valleyamah the Complainant and the family of this Deponent were present at the time he drew out the said Will and further saith that he doth not recollect the Date of the aforesaid Will And more he saith not to this or to the last Interrogatory.

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between Valleyamah Widow and Relect and also Sole Administratrix of Tondavoroy Moodly Deceased of Madras Inhabitant Complainant and Arnachellum of the same Place Inhabitant Defendant On the Part of the Complainant

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

Tondavaroyen Dubash of Madras Aged forty Years or thereabouts being Produced as a Witness in this Cause On the Part of the Complainant was on the Nineteenth Day of February One Thousand Seven hundred And Ninety One being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent Saith, that he doth know the Complainant Valleyamah in this Cause, and that he hath so known her about Eleven or twelve Years and that he doth know the Defendant Arnachellum in this Cause, and that he hath so known him from his, the Defendants Infancy And More he saith not to this first Interry

3d ..... To the third Interrogatory this Deponent saith, he hath heard from Tondavoroy Moodelly now deceased in the Pleadings of this Cause named, that he did pay off a certain Mortgage upon the House in which he lived And further saith, that the said Tondavoroy Moodelly told him, that the said House had been Mortgaged by his, the said Tondavoroy's Father but doth not know or hath heard to whom the said House was Mortgaged. This Deponent saith, that he doth not know if the Title deeds of the said House were delivered to the said Tondavoroy Moodelly upon Paying the Amount of the said Mortgage or Not And further Saith, that he doth not know whether the said Tondavaroy Moodelly did Procure and Obtain, in his own Name, a New bill of Sale of the Premises nor doth he know in whose Possession the said Bill of Sale may be And more he saith not to this or to the last Interrogatory

Joseph Shawe
Exr

No 1.

Translation of a Bill of Sale Dated 25th Vyausy of Caulayoocty Year Answering to Anno Domini 5th June 1738.

I Maliapa Moodeliar Son of Namasewoya Moodeliar of Agoomoodya Cast of Madras do give this Bill of Sale of House to Maureyapa Moodeliar Son of Chinny Moodeliar of the same Cast Inhabitant of Teroomylaupoor or Saint Thomy.

Whereas this day my House Situated at Mylaupoor or Saint Thomy in the Northern Division in Oil Mongers or Madavalaugam Street of Singaura Valapar's Pagoda; out of which Deducting One third Which was sold to Vauneya Soobramonyan the Remainder is Two third, the Discription of which is as follows East to the House of Vannaura Maddely North to the back Yard of Chinnapa Moodeliar, West to the House of Veerabadra Moodeliar and South to the House of Mootoo Edyan; the Demension of this House lying in the Center of the above four discriptions is from East to West 110. feet from North to South 52. feet, the Measurement of the Brick wall of this House is 192. feet Small rafters balled Ottookye 30. Door and Door Frames 4. together with Reapers Parangykye Tiles Whatsoever, I have sold to You for the Sum of 40. Forty Current Pagodas for which sum I have finally Sold my House and fully received the Money there is no manner of let or Molestation

to

to the House Should there Appear any I am in such case engage to get it Cleared Thus I Maliapa Moodeliar have Voluntarily given this Bill of Sale of House to Maureyapa Moodeliar Witnesses Velliapa Moodeliar Mootoocomarapa Moodeliar and Ponnambala Vateyar by their Consent Drawn by Canacoo Chinnatomby

Signed Maliapan

A True translation as near as can be from the Malabar Language.

Ranganaudom
Interpreter

Malabar

No. 2.

Translation of a Mortgage Bond Dated 3d Nyausy of Servajetoo Year Answering to Anno Domini 13th May 1767

I Mootiapan son of Chinnataupa Moodeliar of Vallaula Cast of Northern Division of Saint Thomy do give this Mortgage Bond to Chinnatomby Moodeliar Son of Thendaundy Maureyapa Moodeliar of Shavalavallaula Cast of the same Place.

Whereas formerly on the fifth Mausy of Crodana or 15th February 1746 My Brother Maliapan having Mortgaged to You the Palmara Trees of Voolpalacada or Backyard Panikan Palacada; Palmara Trees and Cocanut Trees of Ninah Moodeliar's Palacada The Palmara Trees of Veerava Covil Madoo and Toatacauran Madoo and borrowed and Received of You the Sum of (1772) Seventeen and a Half Current Star Pagodas bearing Interest at 9 ℘ Ct ℘ Annum Payable on demand after having Deducted the Amount You Might have Collected from the Above Produce in Part Payment or in lieu of Interest And You have Accordingly Received the Produce of the said Trees in lieu of Interest for the space of 2 Years But afterwards my Brother did Contrary to the Tenor of the Agreement regarding the Mortgage of the aforementioned Trees enjoy the same himself and Moreover my Brother's wife Timmautycut and Sold off the Above mentioned Trees and upon demanding the reason of her Cutting and Selling the said Trees she began to give an insolent and impertinent Answer thereto so that having lost the prementioned Securities I do hereby Mortgage to You the One Sixth part of the share of his in Coollasadian Pattada (to which the said Temmaulal is Entitled) Vizt Pareyapolam Taly, One, Anthony Sheroovaudoo Madungoo Flower Garden in all Tala 4 Making 1 1/2 Canny together with the

One

One Sixth Share of her in Shocautal Pattade Viz.t Calavoy Tala One, Nautangaul Tala, Varishyel Talay One in all Talay Two Making Three Quarter Cauny in Ravattan Pattada Carypolam Talay One, Poadypolam One, Naurataungal Near Doravoo or well One, in all Talay Three Making One Cauny, Total Caunis Three and Quarter and You are to enjoy the aforementioned Mortgages Thus I Mootia=pan have Voluntarily given this Mortgage Bond to Chinnatomby Moodeliar Witnesses Tyapoo Moodeliar and Dauson Chingleroya Moodeliar by their knowledge this Mortgage Bond was Drawn by Myla Mootiapan—

Signed Mootiapan

A True translation as near as can be from the Malabar Language—

Ranganaudom
Interpreter

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 26th Day of July Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross John Mitford and
James Amos Aldermen

Vellyamah Widow and Administratrix of Tondavaroyen Deceased
vers
Arnachellum

Deferred Hearing this Cause till Tuesday Next And as there is no Attorney for the Defendant it is Ordered that the Attorney for the Complainant do Serve the Defendant with Notice of Hearing of which Service Affidavit is to be made

A true Extract

G. Taylor
Regr

In the Honble the Mayor's Court at Madraspatnam

Between Vellyamah Widow and Administratrix of Tondavaroyen Deceased Complainant and Arnachellum Defendant

The Affidavit of Thomas Ives One of the Serjeant of this Honble Court

This Deponent Maketh Oath and Saith that he did on the first day of this Present Month of August Call at the dwelling House of the Above Named Defendant With the intention of Serving him with a Copy of the Accompanying Extract but the said Defendant being from home He this Deponent left the Copy thereof at his Said house

Thos Ives

Sworn to in Court
this 2d August 1791
G. Taylor Regr

Mayor's Court at Madraspatnam } { Tuesday the 2d Day of August Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

Between Valleyamah of Madras Inhabitant Widow and Relict and Also Sole Administratrix of all and Singular the Goods Chattels Rights and Credits of Tondavaroyen Deceased Complainant and Aroonachellum Now of Madras Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attorney for the Complainant (the Attorney for the Defendant having Declined Acting) On Reading the Affidavit of Thomas Ives of Service of Notice of hearing, the Complainants Bill, The Defendants Answer with Copies of two Exhibits No 1. &

and 2 Annexed, The Replication, The General Rejoinder, The Interrogatories and Depositions on the part of the Complainant, Two Exhibits and Translates thereof on the Part of the Defendant On Hearing the Pleadings made Use of by the Attorney for the Complainant 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 Put the Complainant in Possession of the House and Ground Set forth in the Complainants Bill of Complaint and that he do also Deliver over unto the Complainant all such Bonds Notes Cadjan Writings and other Effects of every Discription belonging to the Estate of Tondavaroyen Deceased and it is further Ordered and Decreed that the Defendant be taxed with Double Costs of Suit.

A Cur

Filed 9th Augt 1791

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d Day of August Anno Domini 1791

Present

Josias Du Pré Porcher Esqr Mayor

James Call Andrew Ross Ross

and

James Daly Aldermen

Conjaram Armogam
vers
James West

Affidavit of Thomas Ives of Service of Notice upon the Defendt of his Attorney having Prayed leave to decline Acting Sworn to in Court Read and filed this day Ordered that Mr Peter Walker be Permitted to decline Acting The Attorney for the Complainant Prays that the Defendant May by Next Court day Appoint another Attorney to Act for him in the Room of Mr Peter Walker Ordered Accordingly.

A True Extract

G. Taylor
Regr

In the Honble the Mayors Court at Madraspatnam

Between Conjaram Armogan Complainant
and
James West Defendant

The Affidavit of Thomas Ives One of the Serjeants

The Above Named Defendant Maketh Oath and Saith that he did Personally Serve the above Named Defendant with a true Copy of the Within Extract from the Minutes of this Honble Court.

Thos Ives

Sworn to in Court this 9th August 1791

G. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d Day of August Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Conjaram Armogam
vers
James West

Affidavit of Thomas Ives of Service of Notice upon the Defendant to Appoint Another Attorney Sworn to in Court Read and filed this day.

A true Extract

Filed the 9th Augt 1791

To the Honble the Mayor's Court at Madraspatnam

Between Agavally Latur of Madras Inhabitant Complainant and Shake Bury of the same Place Inhabitant Defendant

The Humble Petition of Buttah Saib Bibby

Most Humbly Sheweth

That the Above Named Complainant did on the Twenty fifth day of January which was in the Year of Christ One thousand Seven hundred and Eight Six Exhibit and file his Bill

Bill of Complaint Against the above Named defendant for the Recovery of the Sum of Four Hundred and Seventy five Pagodas To which Bill the said Defendant did Voluntarily enter an Appearance and having Acknowledged the Justness of the Complainants demand This Honble Court was Pleased to grant a Decree Against the said Defendant for the Amount thereof, That Fourteen days having elapsed Without the Defendant Satisfying the said Decree or Appealing therefrom, This Honble Court was Pleased to grant a Warrant of Execution Against the goods, Chattles and Effects, of the said Defendant Directed to the Sheriff of Fort Saint George and Town of Madraspatnam By Virtue of which Writ of Execution the said Sheriff did Seize upon a Certain House and Ground the property of Your Petitioner Under a Suggestion that a Moiety thereof was the Property of the Defendant Upon a Certain Agreement said to be given by Your Petitioner to him; That Your Petitioner in Order to Obtain that Relief which she Conceived herself Justly intitled to did file a Petition in this Honble Setting forth the hard ship of her Case and thereon Praying that the said Warrant of Execution Might be Superseded as far as Related to the Premisses so Seized and that the Sheriffs Seals Might be taken therefrom To Which said Petition the Complainant above Named became Respondent And on the Twenty first of March in the aforesaid Year filed an Answer That Issue being Joined Witnesses were Examined and Publication Passed When the Respondent the said Agavally Latur departed this life by Virtue of which all Proceedings had in the said Matter became, and Stood Abated and Continued so Untill the Same was Received by his Administrator Sarquis Latur of Madras Merchant, That Your Petitioner was thereupon Served with a Summons of Revivor and being Unable from her extreme Poverty

to

to employ an Attorney she did Petition this Honble Court Praying to be Admitted in Forma Pauperis And that she Might have an Attorney Assigned to her The Gentleman who had therefore Acted in that Capacity having departed for Europe, with which Prayer this Honble Court was most Graciously Pleased to Comply by Ordering an Attorney to act for her That the said Petition and Answer was set down for hearing and on the Second day of this Present Month of August came on to be heard when this Honble Court were Pleased to Order that Your Petitioners Prayer Should Stand dismissed

By which Order Your Petitioner humbly Conceives herself Much Aggrieved, because it doth evidently Appear upon the face of the Pleadings and from the Evidence which has been Adduced that the Agreement upon Which the Respondent Claims a Right to a Moiety of the Premisses and said to be executed by Your Petitioner is a Collusive transaction the translation thereof by the Sworn Interpreter of the Court having Your Petitioners Name in full and the Original the Mark Only Again the said Agreement being Written in the Malabar Language Which Your Petitioner is a Stranger to, as well as the Witnesses and other Parties Mentioned therein Who are all of the Moor Cast

From all Which Matters Your Petitioner Most humbly Prays that this Honble Court May be pleased to rehear the said Petition and Answer and grant such other Relief to Your Petitioner in the Premisses as to them May seem Meet

And Your Petitioner as in duty bound
Shall Ever Pray
G. Chalmer
Atty for Petr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d Day of August Anno Domini 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermer

Sarquis Sature Administrator of Augavally Sature Deceased
vers
Shake Burry

Petition of Butta Saib Bebby Praying a Rehearing of the Order of Court of the 2d Instant Read and filed this day The Court having taken the same into Consideration it is Ordered that the Petition be Over Ruled

A true Extract

Filed 24th Janry 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator David MacVeigh of Fort Saint George Merchant That Teagaroy Moodally of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Four Hundred and Twenty Six Star Pagodas, Twenty four fanams and Seventy two Cash, Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of One Hundred and Seventy Pounds

Pounds, and Twelve Shillings, or thereabouts as will more fully and at large
Appear by the Copy of an Account thereunto Annexed for the inspection of this
Honble Court and which Your Orator prays may be Admitted as part of
this his Bill of Complaint and Your Orator further Sheweth unto this
Honble Court that he hath frequently and kindly in an Amicable Manner
Requested Payment from the said Teagarey Moodelly of the said Sum of
Four Hundred and Twenty Six Star Pagodas, Twenty four Fanams, and
Seventy Two Cash.

Pretences May it Please this Honble Court the
said Teagarey Moodelly 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 Rule of such as to this Honble Court shall
Appear Agreeable to Equity and Good Conscience To the End therefore the
the said Teagarey Moodelly may upon his Corporeal 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 severally again Repeated and
particularly Interrogated and that he may be Decreed to pay unto Your
Orator the aforesaid Sum of four Hundred and Twenty Six Star Pagodas,
Twenty four Fanams, and Seventy Two 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 Teagarey Moodelly to be Summoned and Required by the Sheriff
of Fort Saint George Town of Madraspatnam and the Districts thereof
Personally to be and Appear before this Honble Court at a Certain time
and Place to be by this Honble Court Prefixed and Appointed then
and there to Answer this Your Orator's Bill of Complaint and further
to

to Stand to and abide by such Order and Decree therein as to this Honble
Court shall Seem Meet.

Chas Ingles
Att^y for the Compl^t

Fort Saint George 26th January 1789

This Bill was shewn to me in the Days of Adjournment
and the Complainant having sworn to the Justness of
his Demand and that he has Reason to believe that the
Defendant will Abscond on hearing a Bill of Complaint
is filed Against him let a Summons issue Returnable
immediately and a Warrant of Arrest issue thereon
Returnable Next Court Day

Wm Webb
Mayor

The Word "Sworn" inserted by
Order of Court of the 6th August 1791

G^o Taylor
Reg^r

Dr Teagarey Moodally in Acc^t Curr^t with David MacVeigh Cr

1788 May	31st	To Amount of a/c Bill for Sundry Goods		399	15	0	1789 Jan^y	2d	By Balance	426	24 72
1789 Jan^y	2d	To Interest on the above Sum to this day 1st and 2d at 12 p^r Cent p^r Annum		27	9	72					
		Pag^s		426	24	72			Pag^s	426	24 72

Fort Saint George
2d January 1789

A true Copy
Chas Ingles
Att^y for the Compl^t

Dr MacVeigh

Filed 24th January 1789

In the Honble the Mayors Court at Madraspatnam

Between David MacVeigh of Fort Saint George Merchant Complainant and Yagarey Moodelly of Madras Inhabitant Defendant.

The Affidavit of David MacVeigh the above Named Complainant.

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truly indebted unto this Deponent in the full and just Sum of Four Hundred and Twenty Six Star Pagodas, Twenty four fanams, and Twenty two cash, Current Money of Madras and this Deponent further Maketh Oath and Saith that he believes this Defendant Will Abscond on hearing a Bill of Complaint is filed Against him

D. McVeigh

Fort St George 24th January 1789

Sworn to before Me

Wm Webb

Mayor

This Affidavit was made for the Complt

Filed the 23d March 1789

The Answer of Yagarey Moodeliar of Madras Inhabitant Defendant to the Bill of Complaint of David MacVeigh also of Madras Inhabitant Complainant

This Defendant Now and at all Times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Untruths Uncertainties insufficiencies and imperfections in the said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth materially Concern him to make Answer unto Answereth and Saith that he also Lutely denies being indebted to the Complainant in the Sums of Four hundred and twenty Six Pagodas four fanams and twenty two Cash as is most Unjustly Charged and the Account Current thereunto Annexed or in any Sum or Sums of Money whatever, on the Contrary this Defendant saith that the Complainant stands justly and truly indebted unto him in the Sum of Two hundred and Sixty three Pagodas fifteen fanams and forty Cash as Appears by a Note of Hand or Acknowledgement of the Complainant in favor of this Defendant and also by the Ballance of an Account Current a Copy of which said Note of Hand or Acknowledgement and of the said Account Current is here unto Annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as parts of this his Answer this Originals whereof are in the Possession of this Defendant and Ready to be Produced when required And this Defendant saith that for the said Sum of Two hundred and Sixty three Pagodas fifteen fanams and forty Cash he has filed his Cross Bill of Complaint in this Honble Court against the Complainant And this Defendant further saith that the Conduct of the Complainant is in the present Instance of such a Nature as calls

Calls loudly for the Particular Attentions of this Honble Court and for the interposition of that Justice with which it watches over the Rights and Liberties of the Subject for this Defendant Saith that the Complainant in commencing the present Suit against him must have done it With the Ungenuous and Malevolent design of throwing this Defendant into a Jail and depriving him of his property for otherwise the Complainant would not have filed a Bill of Complaint against this Defendant in the Secret manner he did and have taken out a Warrant thereon without giving this Defendant intimation of either the one Measure or the other and as it is well known that this Defendant is a man of good Character and easy Circumstances and Well established in Trade in this Settlement it is extraordinary that the Complainant should have reason to believe this Defendant would Abscond on hearing a Bill of Complaint was filed against him and the more Particularly so as he must have well known that he was indebted to this Defendant instead of this Defendant being indebted to him.

All which Matters and things this Defendant is ready and Willing to aver Maintain and Prove as this Honble Court shall direct and most humbly Prays to be hence dismissed with his reasonable Costs and Charges in this behalf most Wrongfully sustained.

Thegarayah

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

Ranganaudom
Interpreter

J. Stuart Hall
Atty for Defendt

Received an Order from Lieut. Stuart 52d Regiment to pay Thegoroy Debabo three hundred Star Pagodas which I am to be Answerable

(Signed) D. McVeigh

2d April 1788

A true Copy
J. Stuart Hall
Atty for Defendt

D. McVeigh Esqr in Acct Current with Thegaraya Mudeliar

1788							
April 2	To Cash Paid Mr Leighland's Debt	300	-	-	May 12	By Cash Recd on Account	45 - -
May 10	To Sundry Expenditure & Disbursements	6	23	-		By Cash Recd on Account	1 40
	Bazaar Hire Per Order		2	3		By Cash Recd on Account	15 40
	To Interest on 306 Pags 2 Months	3	0	0			
	To Interest on 306 Pags 3 Months	4	5	0			
	To Cash Paid Thegaraya in full	294	30				
		306	23	3			306 23 3
	To Interest on 306 Pags 3 Months	3	4	0		By Balance Carried to New Account	3 41 15 40
	To Cash Paid Thegaraya in full	294	30				
		306	23	3			306 23 3
	To Balance Carried to New Account	3	41	15 40			

Pagodas

Port St. George
14th May 1788

D. McVeigh

Thegaraya Mudeliar

Signed Thegaraya
Mark of Thegaraya
Witness Ranganaudom
Interpreter

J. Stuart Hall
Atty for Defendt

Filed 23. March 1789

To the Honble the Mayor
Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble
Your Orator Teagaroy of Madras Inhabitant that David MacNeigh also of
Madras Inhabitant stands Justly and truly indebted unto Your Orator
in the full and Just Sum of Two hundred and Sixty three Pagodas fifteen
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 hundred and five Pounds Six Shillings and Eight Pence
or thereabouts as will more fully and at large Appear by a Copy of a Note
of Hand or Acknowledgement of the said David MacNeigh in favor of
Your Orator and by the Ballance of an Account Current Annexed to Your
Orators Answer to the Original Bill of Complaint of the said David Mac
Neigh to which Your Orator prays leave to refer and begs the same may be
taken as a Part of this his Cross Bill of Complaint, And Your Orator further
Sheweth that he has frequently and in an Amicable Manner Applied to
the said David MacNeigh and Requested payment of the said Sum of Two
Hundred and Sixty three Pagodas Fifteen fanams and Forty Cash.

But now so it is May it Please this Honble Court the
Said David MacNeigh 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 David MacNeigh 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

Were hereagain Repeated and Particularly Interrogated and that the
May be Decreed to pay unto Your Orator the aforesaid Sum of Two hun-
dred and Sixty three Pagodas Fifteen 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 David MacNeigh 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 Cross
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 23. March 1789

J. Stuart Hall
Atty for Original Defts & Cross Compt.

This Cross Bill was Shewn to me in
the days of Adjournment and the Cross
Complainant having Sworn to the Justness
of his demand and that he has Reason to
believe the Cross Defendant will depart
from the Presidency Let a Summons
Returnably and a Warrant of Arrest issue

Wm Webb
Mayor

Filed 23d March 1789

In the Honble the Mayor's Court at Madraspatnam

Between Teagaroy of Madras Inhabitant Cross Complainant and David MacNeigh also of the same Place Inhabitant Cross Defendant

The Affidavit of Teagaroy the above Named Cross Complainant

This Deponent Maketh Oath and Saith that the above Named David MacNeigh Stands Justly and truly indebted unto this Deponent in the full and Just Sum of Two Hundred and Sixty three Pagodas Fifteen fanams and forty Cash Current Money of Madras And this Deponent further Saith that the Cross Defendant is about to depart from the Presidency

Thegarayah

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

Ranganaudom
Interpreter

J. Stuart Hall
Cancy for Original Defn & Cross Compt

Filed this 5th May 1784

The Replication

of David Macleigh of Madras Inhabitant Complainant to the Answer of Teagarey Modelliar of the same Place Inhabitant Defendant

This Replicant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception that may hereafter be had or taken to the many Errors Uncertainties Insufficiences and Imperfections in the Defendants said Answer Contained for Replication thereunto or unto so much thereof as this Replicant is Advised is Material for him to Reply unto He this Replicant doth Reply and Say that this Bill of Complaint and all and Singular the Matters and things therein Contained are good true Certain and Sufficient in the Law to be Answered unto in such Manner and form as the same are therein and thereby Set forth & Stated and Alledged and that the Answer of the said Defendant is very Uncertain Insufficient; And in Order to Make this Replicants Claim fully and Clearly appear to this Honble Court This Replicant Saith that sometime in or about the Middle of May One Thousand Seven Hundred and Eighty Eight being then in the Service and Employ of Stephen Popham Esqr the said Defendant came and desired to have Dealings with him Particularly Requesting this Replicant to allow him the Defendant to take up a Certain Quantity of Goods from the Store of Home Popham the Brother of his said Employer in his the Replicants Name Specifying at the same time that the said Goods should be debited to this Replicant who alone should become Responsible to the said Home Popham for the payment of them in Consideration of which the said Defendant Agreed to Allow this Replicant to Charge him the Defendant for the same and also a Profit upon the said Goods as a Compensation for this Replicant Accommodating the said Defendant and Rendering himself Responsible to the said Home Popham for the payment of them and this Replicant Saith that although the said Defendant now denies to Stand indebted unto this Replicant and also pretends to say that no Agreement ever took Place and that He never had any Goods from the Store of the said Home Popham by the Order of this Replicant Yet this Replicant Positively insists that touching this the Case and He humbly Presumes to think that He will be able to make it fully and Clearly Appear to the Satisfaction of this Honble Court By unconteroverted Proofs which he will Wish Leave to Shew and Adduce This Replicant saith that having finally Concluded & with the Defendant this Agreement and Settled between themselves every Matter Relative to it The Parties went to the Store of the said Home Popham where this Replicant gave Instructions to a Mr. Day the Gentleman who had the Charge of it To deliver to the Defendant or his Order whatever goods He might ask for and to Charge and Debit this Replicant for the same and this Replicant saith that in Consequence of these Orders in the space of three or four days Afterwards Narrain Modelly Brother of the Defendant came to the Store of the said Home Popham and gave Orders Agreeable to the Contract or Agreement aforementioned for a Certain Quantity of Goods on this Replicants Acct To be delivered to him for the Defendant which goods this Replicant Saith were Accordingly delivered to the said Narrain Modelly for the Defendant But this Replicant was Charged debited and held Responsible for the same as may fully and Clearly Appear by the Books of the Store

This Replicant Saith that in or about the Middle of the following Month of June having received Orders from his Employer to go up the Country upon particular Business and expecting to be Absent a Considerable time He sell himself desirous before

before his Departure to Settle the Concerns He had with the Defendant for that Purpose this Replicant Called upon him with his Account desiring him to pay the Balance which was due, This Replicant Says that the said Defendant did at that time Acquiesce in the Justness of this Replicants Demand As He did frequently afterwards when Urged and Pressed by this Replicant to Settle Always Acknowledging it to be True and Promising to Settle it in the Course of a few Days this Replicant Says that these Promises Although made in the most Solemn Manner were never Performed for this Replicant was Obliged to leave Madras without having been able to Come to any Settlement whatever, This Replicant further saith that the Service of his employer Kept him absent until the Months of September when on his Return to the Presidency He Renewed his Demands upon the Defendant which as before were evaded, And this Replicant Says that the Avocations of his Duty again Calling him away He remained Absent until the Months of December following and on his Return finding every Application to the Defendant treated as before with Evasion and Despairing of ever being able to effect a Settlement with the Defendant by the mode he had hitherto Pursued He Resolved to apply to the Laws of this Country and to Receive Power for that Remedy which mild, Amicable, and Conciliatory Measures had failed to Obtain him, But before any legal Steps were taken This Replicant says that He again took an Opportunity to Request this Defendant to Settle with him But to this Replicants Astonishment and wonder the Defendant Now not Only evaded and Refused to pay the Debt But denied ever having Contracted any Alledging that the goods Charged by this Replicant to him were taken out of the said Home Replicants Store by this Defendt himself and that He had Paid for them This Replicant Says that Conceiving

Conceiving expostulation to be Useless with all Manner of Lost to every Principle of Intigrity of Intigrity He made every Necessary Preparation to Commence an Action at Law Against them But this Replicant Says that long before this Bill of Complaint was filed in this Honble Court that he repeatedly sent to the said Defendant Tendering him payment of a Note of Hand for Star Pagodas three Hundred which this Replicant confesses He Passed to the said Defendant But the said Defendant would not Produce or deliver up the said Note of Hand Although he How was so frequently importuned to do so Reserving it now as it Plainly Appears for the Vexatious Purpose of a Cross suit which He has Litigiously Commenced Against this Replicant Litigious this Replicant insists and Maintains it to be Because he Never Refused either to Acknowledge or pay it or on the Contrary He did make frequent Tenders of Payment Desiring that it might be produced To him for that Purpose But Notwithstanding the said Defendant Obstinately Refusing To Produce the same and Continuing to deny the Debt which this Replicant Charged him with, This Replicant was forced and Compelled to file this Bill of Complaint in this Honble Court Against the said Defendant for the whole Amount of the goods which he had Received on this Replicants Account, And this Replicant did not think it Safe to give Credit for his Note of hand Because he firmly and truly believed from the Defendants Unwillingness to produce it That he had Paid it away and that it was not in his Possession at that time Consequently this Replicant laid his Account with a Demand being Made upon him at some future period by the person to whom it might be indorsed over to and this Replicant Presumes to think that a Reason such as this Arising from a Conviction of it having happened and Corroborated by the Conduct of the Defendant was Sufficient to make him adopt the mode which He did In Charging the Defendant

Defendant In the Account Current Annexed to this Repliants Bill of Complaint for the whole Amount of the goods and denying him Credit for the said Note of Hand.

This Repliant further saith He Understands that the said Defendant has given out and Pretends to say that he has paid for the goods which this Repliant has charged him with and that He has also received a discharge or receipt for the same from the said Home Popham But if such is the case as this Defendant pretends it to be this Repliant Humbly insists that In Making such Payment The Defendant has done it with a View of defraud and Wrong this Repliant and that the said Home Popham was not Warranted to receive the Money from the Defendant or to give him a receipt or discharge for the same For this Repliant Must Still Maintain what He has Already amply Stated, That the goods were Purchased by him and that He Alone became Responsible to the said Home Popham for the Payment of them and that He this Repliant desposed of the goods to the Defendant to whom He looked for payment And this Repliant insists and Maintains that the said Home Popham Must have Considered it so as he did Actually Put his Signature to this Repliants Bill wherein the said goods which this Defendant Pretends to have bought and Paid for were included This Repliant Saith that the said Defendant must have availed himself of some parti=cular Moment when the said Home Popham engrossed by other Concerns did not allow himself time fully to reflect upon this Matter otherwise this Repliant thinks He Never could be Guilty intentionally of an Action Which in its Operation He must be Convinced would render cruel injustice to this Repliant and at the same time reflect discredit Upon himself, and to wince to this Honble Court that the Assertion is

is not merily Speculative this Repliant Prays leave briefly to State the Measures which this Repliant understands the said Defendant had recourse to in Order to do away the Claim of this Repliant which in his Own Mind He was Convinced was just and Well founded, this Repliant saith that during the Absence of the said Home Popham at Bengal the Defendant went to his Store and their Attempted to insinuate that he had purchased the said goods himself but the said Mr Day who had the Charge of the Store immediately told him that it was not the Case that this Repliant had Purchased them that they were Placed to his Account, that He alone became responsible for them, and was the only one that could pay for them;

And this Repliant further saith that the said Defendant was Not at all discouraged by this, But that He immediately went to a Mr Ingram who had the General Charge of the said Home Pophams Affairs in his Absence and their Attempted in a like Manner to Make him allow that He the Defendant had Purchased the said Goods But the said Mr Ingram knowing well that this Repliant was Charged with them refused to Admit of it.

From all which Circumstances this Repliant hopes that it Will Appear Manifest and Plain to this Honble Court that the said Defendant Stands justly and truly indebted to this Repliant in the full Sum of Star Pagodas Four Hundred and Twenty Six Twenty four fanams and Seventy two Cash for and on Account of the said Goods as is Stated and Set forth in his said Bill of Complaint and that any Pretence which the Defendant can Urge to the Contrary By Saying that He has Already Paid for the said goods to the said Home Popham Ought not to be Admitted, as it would tend greatly to enjure this Repliant who was held Responsible and Subject to Prosecution for the same, and who entered into an Agreement as

as aforestated with the said Defendant upon fair and honest Princi-
-ples with a View to make a Small Profit which to Avoid and in
Order to procure them a little Cheaper this Defendant has broke
through the Most Solemn engagement and to Support which has had
recourse to Notorious evasions and the most Palpable falshoods.

All which Matters and things this Repliant is
Ready and willing to Verify Maintain and Prove as this Honble
Court shall direct and humbly Prays as in and by his Bill he
hath Already Prayed.

G. Chalmer
Att^y for Repl^t

Filed 5th May 1789.

The Cross Answer of David
MacVeagh of Madras Inhabitant Cross
Defendant to the Cross Bill of Complaint
of Teagaroy Moodelliar of the same Place
Inhabitant Cross Complainant.

This Cross Defendant Now and at all times Saving and
reserving to himself all and all manner and benefit and Advantage of
exception to the Many Errors & Uncertainties insufficiences and imperfections
in the said Bill of Complaint Contained doth Materially Concern him to
Make Answer unto He this Cross Defendant Answereth and Saith
that Although he Cannot deny having Passed to the said Complainant his
Note of hand for Pagodas Three Hundred Yet He Humbly Submits to
this Honble Court whether it would have been Prudent or Consistent
With that Common Justice which this Defendant Owed to himself
After having so frequently tendered payment of it In Manner as He
has

Has Already Amply Stated In his Replication To have Allowed the said
Cross Complainant Credit for a Note of Hand, which this Cross Defendant
firmly and truly believed had been paid away and which He thought
Might be produced and brought forward against him at some
Subsequent period. But this Cross Defendant Anscious only to gain
empartial Justice saith that If the said Note of Hand Is now in the
Possession of the said Cross Complainant as is pretended by him in
that Case this said Cross Defendant is willing to receive the Balance
between the said Note of Hand and the Sum of Four Hundred and
Twenty Six Star Pagodas Twenty four fanams and Seventy two Cash
For the recovery of which He has been forced and Compelled to file His
Bill of Complaint in this Honble Court for.

All which Matters and things this Cross Defendant is
ready to Maintain and Prove and humbly Prays that the said Cross
Complainant's Bill of Complaint may be dismissed with his
reasonable Costs and Charges in this behalf Most Wrongfully
Sustained.

Sworn to in Court
May 5th 1789.
James Taylor
Reg^r

Da^d McVeagh
G. Chalmer Att^y for
Cross Defend^t

Filed 7th July 1789.

The Rejoinder of Theagoroy Moodelly
of Madras Merchant Defendant to the
Replication of David McVeagh of the
Same Place Butcher Complainant

This Defendant Now and at all times hereafter Saving and
reserving to himself all and all manner of benefit and Advantage of
Exception

Exception to the many Errors Uncertainties Insufficiencies and Imperfections
in the Complainants said Replication Contained for Rejoinder thereunto saith
that he will aver justify maintain and Prove his said Answer to the Repliants
Said 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 that the said Replication is Very untrue evasive and insuffici=
=ent in the Law to be by this Defendant Rejoined unto for divers defects and
imperfections therein Contained and this defendant for further Rejoinder
Saith that he denies being indebted to the Repliant in the said Sum of Four
Hundred and twenty Six Pagodas twenty four fanams and Seventy two Cash
as charged in his said Bill of Complaint and insisted on in his said Replica=
=tion or in any other Sum or Sums of Money whatever, or that he ever had any
dealings with the Repliant other than those which are Stated and Set forth
in this Defendants said Answer to the Repliants said Bill of Complaint and
this Defendant Positively denies that he ever did Request the Repliant
to Allow him to take up in his the Repliants Name a Certain or any Quantity
of Goods from the Store of Home Popham or from any other Stores or that he
ever did enter into any Agreement with him either on Account of the said
Goods or upon any other Account and therefore this Defendant Solemnly
Declares that he never did take up Goods from the Stores of the said Home
Popham in the Name of the Repliant and defies him to produce the Proofs
Which he boosts of with so much Confidence for this Defendant Says such
Proofs have no existence and thereupon this Defendant says that the Story
which the Repliant so Plausibly and with so much Apparent Candour
Relates on the Pretended Subject of this Defendants Accompanying him
to the Store of the said Home Popham and there Giving instructions to
deliver to this Defendant any Goods he might require and debit him the
Repliant therefor is wholly false entirely without any Kind of foundation
and

and fabricated merely as a Subterfuge and to Sanction and Promote
the Evil designs of the Repliant and enable him to defraud this Defendant
of his Property to which end he has made the Most daring Attempt under
Circumstances and upon Grounds the Most Palpably criminal; Equally
false is true Assertion that this Defendants Brother Narrain Moodeliar
did Receive certain Goods from the Stores of the said Home Popham on
Account of the Repliant and for the Use of this Defendant which this
Defendant will in due time Prove to the Satisfaction of this Honble Court
And in Opposition to the Argument Urged by the Repliant This Defendt
for further Rejoinder Saith that the Repliant Never did Apply to this
Defendant to Settle any Accounts that were between them further than
desiring him this Defendant to Accept of One hundred and fifty
Gallons of Brandy in Part payment of the debt due from him to this
Defendant for and on Account of the Note of Hand or Acknowledgement
Mentioned and Referred to in this Defendants said Answer and for
Which Credit is given in his Cross Bill of Complaint the Repliant
Alledging that it lay on his Hands that he was greatly distressed in
his finances and Assuring this Defendant that he would in the Course
of a few days discharge the Remaining Ballance And this Defendant
Says it was under the Consideration of such Plea of Distress and in Conse=
=quence of such Assurance that this Defendant Unwilling to add to the
Repliants Misfortunes by coercive Measures did Accede to his Solici=
=tations and Receive the said Brandy in part payment of his said
Debt and wen in this Simple Transaction the Repliant has made
an over Charge of Two Pagodas, Sixteen fanams and forty Cash; for
One Hundred and fifty Gallons of Brandy at twenty two fanams
Per Gallon the price Agreed on Accounts to no more than Seventy Pagodas
and forty five fanams And this Defendant says that from the above
Circumstances it is highly inconsistent that he should have Acquie=
=sced in the justness of a Demand pretended to have been made by
the

the Replicant or that he this Defendant did ever promise to pay the same for the only transaction between them if it can be called a Transaction was the said Note of Hand due from the Replicant to this Defendant and for the Payment of which this Defendant had frequently importuned the Replicant but without any kind of success until fearing the Consequences that might attend he offered the said Bounty as herein before Mentioned in Part payment thereof. This Defendant says he is unacquainted with the Duty which the Replicant has in his Replication stated to have called him so frequently from Madras, as to the Much talked of Avocations annexed thereto this Defendant has heard and believes are the avocations of a Butcher the only Trade the Replicant has practiced and not the Avocations of a Merchant as he she has thought proper to confer upon himself in his Bill of Complaint

This Defendant for further Rejoinder says that the Replicant never did Make a tender of payment to this Defendant of the said Note of hand previous to the filing of his said Bill of Complaint as in his Replication he falsely Pretends to have done on the other hand this Defendant Can Prove that when the Replicant was about to file his said Bill of Complaint it was suggested to him that he ought to give Credit to this Defendant for the Amount of the said Note of hand he obstinately and positively refused so to do. And this Defendant says the Pretence the Replicant now sets up for refusing to give this Defendant Credit for the said Note of hand is truly futile and highly absurd he says he did not think it safe to give Credit thereto for firmly and truly believing that this Defendant had Paid it away and Consequently that the person to whom it might have been endorsed ever would at some future Period have demanded the Amount thereof this Defendant saith that the Notice of such a Nature was not to be Negociable, but the matter of Fact is that the Replicant so far from ever Tendering payment of the said Note to this Defendant did constantly put off the Demands frequently made by this Defendant Under a Variety of frivolous excuses After this Bill had been filed and this Defendant obliged to conceal himself from a Warrant that had been issued against him in Consequence the Replicant did offer to pay his said Note of hand Possibly imagining that should this Defendant Accept thereof he might thereby Prevent the Lash of the Law which this Very Extraordinary Conduct had drawn on him; but this Defendant in for- med him it was then too late to speak on such Subjects for that he the Replicant had filed a Bill against him and had there to held him to Bail upon Oath for a Sum of Money which he knew was not due to him but that on the Contrary he was justly indebted to this Defendant in a Very considerable Amount And this Defendant for further Rejoinder Says that he not only Gives out and pretends but solemnly Declares and Affirms that he has a Receipt for the Amount of the said Articles Charged by the Replicant in his said Bill of Complaint and which said Receipt was granted to him by Manaroo Moodelly the Dubash of the said Home Popham who Acquired it from the said Home Popham and who did in and who Purchased them from the said Home Popham and who did in Consequence of Payment thereof grant a Receipt to his said Debash Copies of which said Receipts Marked with the Letters A and B Signed the following the Bill particulars of the said Articles are hereunto Annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and Prays the same may be taken as part of this his Rejoinder the Originals whereof are in his Possession and ready to be Produced when required, therefore this Defendant says it will appear that the Replicant Could not have Required of the said Articles to this Defendant as he Pretends to have done indeed the Replicant has not made any pub- lic Mind himself on the Subject so as to prevent One part of his said Replication from contradicting the other for in One part of it he says he Required of the Gordeloo this Defendant and in another he says round by Asserts they were delivered out of the Stores of the said Home Popham and

and not to this Defendant but to this Defendant Brother Narrain
Moodley nor are his Assertions respecting the Sentiments of the said Home
Popham less fallacious and untrue nor is it of any consequence to this
Defendant what his Sentiments were or to what Bill belonging to the
Repliant he might have offered his Signature however for the Satisfaction
of this hon^ble Court this Defendant hopes the Repliant will deliver in
such Bill if he has it in his Possession which this Defendant does not
believe to be the case, nor does this Defendant believe that the said Home
Popham was or is capable of an improper Action like that with which
the Repliant charges him indeed the Repliant Although he speaks of
the Conduct of the said Home Popham as rendering him the Repliant a
Cruel Piece of Injustice, Refecting at the same time discredit upon himself
Yet he does not shew nor has he pretended to shew by Authentic documents
how the piece of cruel injustice has arisen or how the Attendant discredit
has incurred, to effect this he should have exhibited the Pretended
Account said to have been Signed by the said Home Popham and demons-
trated that the Amount thereof had been paid and discharged and such
Amount included the several Articles Mentioned to have been delivered
to this Defendant for and on Account of the Repliant for surely if the
Matter is even as the Repliant himself states it that this Defendant
did go to the Store of the said Home Popham and inform the Clerk of that
Gentleman that he had Purchased certain Articles from the said Stores and
Was desirous of Paying for them and did afterwards Accordingly discharge
the said Amount Surely the Repliant can have Sustained no injury nor the
said Home Popham have gained any discredit, the more Particularly as by
the Repliant's Own Shewing the Circumstance took Place long before the
Present Action was commenced, but perhaps the Repliant will say he was
deprived of the Profit he was to derive for Accommodating this Defendant
as he pretends — that indeed Must be a Weighty consideration with the
Repliant

Repliant who has Charged this Defendant the Moderate interest of Sixty
Per Cent as will Appear by a Reference had to the Exhibits A and B
hereunto Annexed and hereinbefore Referred to and comparing the same
With the Account charged by the Repliant and Annexed to his said bill
of Complaint. but this Defendant says as he has hereinbefore declared
that he never had any Dealings With the Repliant other than as Set forth
in his this Defendant's said Answer; that the goods Mentioned by
the Repliant to have been taken up from the Store of the said Home
Popham for this Defendant's use were so taken up by Manaroo Moode-
lly from whom this Defendant Purchased them to whom he paid the
Amount and whose Receipt is at the bottom of the Account hereunto
Annexed — This Defendant therefore says that he is not indebted to the
Repliant in the said Sum of four hundred and twenty Pagodas, twenty
four fanams and Seventy two Cash — but that on the contrary the Repli-
ant stands justly and truly indebted unto this Defendant in the said
Sum of Two Hundred and Sixty three Pagodas fifteen fanams and
forty Cash and this Defendant is astonished that the said Repliant should
Proceed in his unjustifiable conduct and add absurdely to falshood
for the Repliant Acknowledges that he is indebted to this Defendant
in the Amount of the said Note Referred to in this Defendant's said
Answer and Annexed to his said Cross Bill of Complaint and Yet still
Persists in his former assertion that this Defendant is indebted to
him in the said Sum of Four hundred and twenty Pagodas, twenty four
fanams and Seventy two Cash but when a Man forgets honesty and
Truth and tramples upon the Most Sacred Rites it is not Surprising
that he should Assert anything that he might Suppose serviceable to his
Cause a Cause founded in falshood and sherished by crimes — Crimes of a
Nature that the most Abandoned would Shrink back from with
horror and such as this Defendant humbly conceives calls for the
interposition —

interposition of this honble Court for it they Suffered to be committed with impunity the Man of integrity will be unable to contend for his right, the Liberty of the Subject will be constantly in danger and Alarms Persecution, distress and ruin will Swell the Dreadful Scene

All which Matters and things this Defendant is ready and Willing to aver maintain and Prove as this Honble Court shall direct and therefore humbly Pray as in and by his said Answer he hath Already Prayed.

J. Stuart Hall
Atty for Defendt

A

Munnaroo ..... Dr

To 25 Casks of Porter @ 8 Pags ⅌ Cask
is Pagodas 200 " "

Madras
31st May 1788

Received the Contents
Pr H. Popham

A true Copy
J. Stuart Hall
Atty for Defendt

B

Theagory Moodelliar ..... Cr

			P.	G.	C.
1788 May	31st	To 8 Hogsheads Porter	64	"	"
		To 3 Butts Do	48	"	"
June	3d	To 1 Hogshead Ale	8	"	"
	9th	To 1 Do Porter	8	"	"
	11	To 7 Do Do	56	"	"
		To 1 Butt Do	16	"	"
		Pags	200	"	"

Fort St George
20th August 1788

E. E. And received the Contents in full
Munnaroo

A true Copy
J. Stuart Hall
Atty for Defendt

Filed 7th July 1789

The Cross Replication of Theagory Moodelly of Madras Inhabitant Cross Complainant to the Cross Answer of David McVeagh also of the same Place Butcher Cross Defendant.

This Cross Repliant Saving unto himself all and all Manner of benefit and Advantages of Exception to the manifold insufficiencies in the said Cross Answer contained for Cross Replication thereunto saith that he will aver Maintain and Prove his said Cross Bill to be true certain and Sufficient in the Law to be Answered unto and that the said Cross Answer of the said Cross Defendant is Uncertain untrue and insufficient to be by this Cross Repliant Replied unto And this Cross Repliaint for further Replication saith that the Conduct

Conduct of the said Cross Defendant is as inconsistent as it is improper, for in the Moment that he Acknowledges the Justness of this Repliants demand, he Submits to this honble Court whether he ought to have given Credit for the Amount thereof in the Bill of Complaint he filed in this Honble Court some time ago against this Repliant. This Repliant Says that he the said Cross Defendant should first have Consulted his Conscience and if that sunk to the influence of Certain considerations he Should have weighed the consequences Attendant on Swearing to an untrue Debt ere he rejected the Amount of the said Note of Hand and dared to Approach Justice with a falshood. for this Repliant saith that the said Cross Defendant did make an Affidavit to the Amount Contained in the said Original Bill of Complaint and did thereon hold this Repliant to Bail Although it now appears by the said Cross Defendants own Shewing in his said Cross Answer to this Repliants Cross Bill of Complaint that he knew at the Time he did so make Affidavit that he owed this Repliant a Considerable Sum of Money upon a Note of Hand but which he Absurdly and falsely Pretends to have believed had been Paid away by this Repliant and might have been brought forward against him at some Subsequent Period Alledging as a Reason for such pretended belief that he had frequently tendered payment of the Amount of the said Note of Hand to this Repliant but this Repliant says that such Belief however Absurd however ineffectual to the Cross Defendants Purposes never could have been entertained by him because that the Grounds from whence the said Belief Pretended to have arisen never had existence for this Repliant Positively declares and most Solemnly Avers that the said Cross Defendant never did offer payment of the said Note of Hand to this Repliant and Although he was frequently importuned thereto by this Repliant never could be prevailed on to Satisfy the Amount or any Part thereof except by giving to this Repliant

Repliant One hundred and fifty Gallons of Brandy for which this Repliant has given Credit in the Account Current Annexed to this Repliants said Cross Bill of Complaint Reference being thereunto had may Appear. This Repliant for further Replication saith that he cannot help expressing his Surprise at the Language held out by the said Cross Defendant in his said Cross Answer to wit that if the said Note of hand is now in the Possession of this Repliant he the said Cross defendant is willing to receive the Ballance between the said Note of Hand and the Sum of Four hundred and twenty Six Pagodas twenty four fanams and Seventy two Cash and this offer he makes from an Anxiety only to gain impartial Justice, this Repliant Saith that he does not stand indebted to the said Cross defendant in any Sum of Money whatever but on the Contrary that the said Cross Defendant is justly and truly indebted unto this Repliant in the said Sum of two hundred and Sixty three Pagodas fifteen fanams and forty Cash and this Repliant humbly insists that the present is not a Proper time for the said Cross Defendant to make the Proposal he now comes forward with because that he the said Cross Defendant has shewn under the Solemnity of an Oath that no such Note of hand as that which he now readily recognizes ever existed the said Cross Defendant must therefore first Purge himself of the Offence he has Committed Against the Laws of his Country and the Fortune and Credit of this Repliant ere he can offer any Proposals respecting the said Note of Hand.

All Which Matters and things this Repliant is ready and Willing to aver Maintain and Prove as this Honble Court shall direct and humbly Prays as in and by his said Cross Bill of Complaint he hath Already Prayed.

J. Stuart Hall
Atty for Cross Compt.

Filed the 18th Augt 1789.

The Amended Cross Rejoinder of David MacNeagh of Madras Merchant Cross Defendant and Teagarcy Moodelly of the Same Place Inhabitant Cross Complainant

This said Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many errors Uncertainties and insufficiences in the Original Complainants said Replication Contained for Rejoinder thereunto And that the Cross Answer of this Defendant With all and Singular the Matters and things therein Contained are Good Certain and Sufficient in the Law to be Replied unto by the said Cross Complaint And that the Cross Replication of the said Cross Complainant Is very Uncertain evasive and insufficient. And for further Rejoinder this Cross Defendant Saith that his Conduct Is by no means Marked with that inconsistency which the said Cross Repliant would Attempt to Charge him on the Contrary that It has been Strictly Uniform and Regular For this Cross Defendant says that the said Cross Complainant having refused to produce the Note of hand when Called upon that He followed the Only Regular and Effectual Made of Prosecution in filing his Bill of Complaint for the Amount of the Goods which this Cross Defendant will ever Insist and Maintain the said Cross Complainant purchased of him and not from Munaroo as he Pretends, this Cross Defendant says that on this Occasion He feels his Conscience perfectly at ease For having so repeatedly and Unsuccessfully Previous to his filing his Bill of Complaint demanded a Settlement with the said Cross Complainant He had every Right to Suppose that the said Promissory Note or Acknowledgment was In some Manner or other transferred to a Third Person the load of Obloquy therefore which the said Cross Complainant has thrown upon this Cross Defendant Is equally Unmerited and Unjustifiable; As it is irregular and inconsistent with the Practice of this Court which being a Court of Record Admits not of Scandelous and hasty Premature Conclusions of any One Party to the injury of the other Inference can only be drawn from Substantial Proof and such proofs this Cross Defendant trusts and hopes He will be Able to Adduce in due time and which He trusts will expose this transaction In a Very different light from what the said Cross Complainant has Attempted to represent it.

This Cross Defendat for further Rejoinder saith that He will ever Insist Maintain and Prove that all and every thing Set forth and Alledged In his Original Replication Is true Certain and Sufficient. And that the Rejoinder of the Cross Complainant exposes a Very Unfair Statement of Matters Calculated for the purpose of Assisting his iniquitoies Intentions and Subverting an Agreement which Bona fide was intered into between him and this Cross Defendant this Cross Defendant saith that at the time He Commenced this transaction With the said Cross Complainant that He was then particularly Connected with Stephen Popham Esquire the Brother of the said Home Popham and on that Account had an Unlimited Credit given him for Goods from his Shop or Store that such being the Case He took up Considerable Quantities of goods at different times which He disposed of By whole Sale and Retail to different people Charging a Profit thereon Which He Surely had a Right to do as a Compensation for the trouble He had and the Responsibility He took upon himself Nor could any Person be Aggrieved by such Profit or Additional Charge as they were Acquainted with the terms of Sale before they Purchased the Goods and had an Opportunity therefore either to Conclude a Bargain or to let it

it Alone This Cross Defendant Says that He Received from others the
Same Price for Ale and Porter which He Charged the said Cross Complainant
With And on that Head their is no Room for Dissatisfaction.

This Cross Defendant for further Rejoinder Saith that the two
Receipt Annexed to the Cross Complainants Rejoinder the One said to be
Granted by Home Popham to Manaroo the other by Manaroo to the Cross
Complainant are Instruments framed for the Purpose of injuring
this Cross Defendant And the said Home Popham in Granting a
Receipt to Manaroo and Settling with him for Goods which this Cross
Defendant had Purchased did that which He Ought not to have done
But this Cross Defendant Continues to think and now Repeats what
He has Already Particularly Set forth In his Original Replication that
Manaroo as the Confederate of the Cross Complainant Must have
Availed himself of some Particular Moment when the said Home Popham
Was engrossed by other Concerns to get him to put His Signature to a Bill
Which Cool Reflection would have prevented him doing this Cross
Defendant says that Although the Bill of Manaroo Signed by Home
Popham Is dated on the thirty first of may in the Year One thousand Seven
hundred and Eighty Eight Yet He verily and truly believes Indeed He
fully understands that the Signature of the said Home Popham was
Placed to it Subsequent to the Filing of this Cross Defendants Original
Bill of Complaint this Cross Defendant for further Rejoinder Saith that
Mr Frank Day the Clerk of the said Home Popham And with his Own
draw out from the Books of the Store a Bill for all the goods which this
Cross Defendant had Purchased And that the said Home Popham did
Put his Signature to it and this Cross Defendant further Saith as He will
hereafter fully Prove that all the goods which the Cross Complainant
Pretends He Purchased from Manaroo were in that Bill included
If therefore the said Home Popham did after that Put his Signature
to

to a Bill in the Name of Manaroo He did that which was not Justifiable
For this Cross Defendant having Purchased the goods He alone was Respo-
-nsible And Answerable for the payment of them This Cross Defendant
for further Rejoinder Saith that feeling himself Desirous to Settle and
discharge the Amount of his Bill as aforesaid that He did frequently
Write and Speak to the said Stephen Popham Esquire the Brother of
the said Home Popham to pay the same And the said Stephen Popham
being Considerably indebted to this Cross Defendant did Promise and
Undertake to do it And Once In particular being wrote to by this
Cross Defendant He Returned for Answer I have Settled all Your
Accounts with my Brother So that that this Cross Defendant had
every Right to Suppose that all his Accounts with the said Home Popham
Were in full discharged by the said Stephen Popham.

The Cross Complainant In his Original Rejoinder Saith this
Cross Defendant Ought to have Shown by Authentic Document how
and It what Manner He was injured by the said Home Popham And
that He Should Particularly have Exhibited the pretended Account said
to have been Signed by the said Home Popham and Demonstrated that
the Amount thereof had been paid And that such Amount included
the Several Articles Mentioned to have been Delivered to the said Cross
Complainant for Answer thereunto this Cross Defendant says that
Although He has at this time no Document to Annex to his Cross
Rejoinder. Yet from the face of the proceedings It is Palpably Plain that
He has been injured If the said Home Popham gave a Discharge to a
third Person for goods which this Cross Defendant had purchased He
Surely injured him For the Cross Complainant Sets up the said Receipt
In Opposition to this Cross Defendants legal demand Insisting
thereby that He Purchased the Goods from Mannaroo, who purchased
them

them from Home Popham and not from this Cross Defendant this Cross Defendant says that it is not In his Power to deliver into the Court the Bill of Particulars which He has Asserted was made out in his Name Because It is not in his Possession But He trusts that He will In due time Make It appear to the Satisfaction of this Honble Court that such a Bill was made out that the said Home Popham did Put his Signature thereunto And that the Very goods Which the Cross Complainant pretends He Purchased from Mannaroo Were therein included this Cross Defendant Again Repeats that when He Purchased goods from the said Home Popham that He did it with the intention of disposing them Again with a View of gaining Profit thereby. And He maintains and insists that the Said Cross Complainant having Received the goods which were Delivered for and on Account of him to his Brother Narrain Moodelly But debited to this Cross Defendant as aforesaid that He Ought to have Paid and Settled for the same which Refusing to do this Cross Defendant was Authorised to file His Bill of Complaint In this Honble Court as aforesaid

All which Matters and things this Cross Defendant is Ready and willing to verify Maintain and Prove and humbly prays as In And by his said Cross Answer he hath Already Prayed.

G. Chalmer
Att^y for Cross Defend^t

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause and Cross Causes now Depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein David MacNagh is the Original Complainant and Cross Defendant and Toagaroy Moodaly is the Original Defendant and Cross Complainant Et E Contra

On the Part and behalf of the Original Complainant and Cross Defendant

To all the Witnesses 1st Interrogatory Do You know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the title of these Interrogatories Named or any and which of them and how long have You so known them or any and which of them Respectively Declare the truth and Your Knowledge therein.

Frank Day --- 2^d Interrogatory Were You or were You not sometime on or about the Month of May In the Year of Our Lord One Thousand Seven hundred and Eighty Eight or any other and what time employed by Home Popham Supercargoe of the Imperial Ship Stadt Van Weenen If Yea How long were You in His Service what Capacity did You Serve Him in, and what was Your Particular duty do You or do You not Know that the Original Complainant and Cross Defendant In the Title of these Interrogatories Named Had liberty given Him by the said Home Popham to take up Goods on Credit from his Shop or Stores If Yea to what Amount and how long did such Credit extend to Set forth to the Best of Your Knowledge and belief and Remembrance

Hereinfully

Herein fully and at Large Declare.

Do ..... 3d Interrogatory Did or did not the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant In the Title of these Interrogatories Named come together to the Shop or Store of the said Home Popham some time on or about the Middle of May One Thousand Seven Hundred and Eighty Eight or any other and what time did or did not the said Original Complainant and Cross Defendant direct You to deliver to the said Original Defendant and Cross Complainant whatever Goods He choose to Order either to Himself or any other Person Calling for them in his Name or How otherwise Did or did not the said Original Complainant and Cross Defendant further Direct You to Charge and Debit Him in the Books of the said Home Popham for the same Did You or did You not Promise to comply with the Request and what were Your Reasons for so Doing Declare Particularly as You know and do Remember.

Do ..... 4th Interrogatory Did or Did not a Certain Person of the Name of Narrain Moodely Brother to the said Original Defendant and Cross Complainant some few days after these Directions had been given or how long afterwards come to the Shop or Store of the said Home Popham and Request that Certain goods might be delivered to him If Yea what Goods did He Order what Quantity of them and to what Amount In whose Name and for whom Did he Demand them and to whose Account Did he desire them to be Debited and what were Your Proceedings thereupon Declare as You fully know Recollect and do believe.

Do ..... 5th Interrogatory Did You or did You not with Your Own Hand Draw out the Paper Writing now Produced and Shewn to You at the time of Your Examination Purporting to be a Bill of Particulars of Goods Sold to the said Original Complainant and Cross Defendant If Yea By whose Order Did You Draw it out and at what time Is or is not the Name of Home Popham Affixed to the Bottom of the said Bill If Yea Is or is not the said Name of his own Proper hand Writing and did You or did You not See Him Subscribe His Name thereunto If Yea and What time and where Is or is not the Very Articles which were delivered to the said Narrain Moodelly on Account of the said Original Defendant and Cross Complainant therein Contained and was or was not the Original Complainant and Cross Defendant Charged in the Books of the said Home Popham as the purchaser of them and did You not Conceive Him only Responsible for the Payment of them Did or did not the said Home Popham Also Conceive him Responsible for the Payment of them and did He or did he not in Your Presence or any other Persons and whom say that he Would Prosecute the said Original Complainant and Cross Defendant With all the Rigour of Law unless He very soon paid the Amount of his said Bill If Yea was or was not the very Goods which You delivered to the said Narrain Moodelly for the Original Defendant and Cross Complainant Part of those which the said Home Popham Declared he would Prosecute the Original Complainant and Cross Defendant for Let forth According to the best of Your Knowledge Remembrance and belief herein fully and at Large Declare.

Do ..... 6th Interrogatory Look at the Exhibit now Produced and Shewn to You at the time of Your Examination Marked with the Letter A Purporting to be a Receipt for Twenty five Casks of Porter Sold by the said Home Popham to One Manaroo Is the Signature thereunto Affixed of the Proper Hand Writing of said Home Popham or not If Yea at what time and when Do You Suppose He Subscribed his Name thereto Did the said Mannaro Purchase the said Twenty five Hogsheads or not and would You or would You not have known had he Done so was or was not the said Mannaro Dubash To the said Home Popham If Yea Do You or do You not believe That the Original Defendant and Cross Complainant Concedirating to and with the

the said Mannaroo Has Availed Themselves of unproper Means to get the said Hamer Popham to Vacchis Signature to the said Exhibit A In order to Prevent the said Original Complainant and Cross Defendant Recovering the Amount of the goods as Charged in the said Bill of Complaint Declare all You Know or have Been Credibly informed and believe Concerning the Matters inquired after in this Interrogatory With the Reasons and Circumstances that induce Your Belief

Stephen Popham

7th Interrogatory Do You or Do You not know that the Original Complainant and Cross Defendant mentioned in the Title of these Interrogatories was Allowed by Your Brother Hamer Popham to take goods from His Store upon Credit If Yea what Quantity of Goods did He take up and what did they Amount to Did You or did You not Promise and Undertake to discharge the Amount due and Owing to Your said Brother by the said Original Complainant Cross Defendant and did You or did You not Once in Particular on or about the fifth of August One thousand Seven hundred and Eighty Eight or at any other and What time write to the said Original Complainant and Cross Defendant informing him that You had done so Did or did not the Murder in Your said Letter Refer to the following effect To that I have settled Your Account with my Brother Declare as You know Believe or do Remember

Ballaja Ram
Gajanduraiah

8th Interrogatory Were You or Were You not Head Writer to Mr Charles Inglis one of the Attorneys in the Hon.ble the Mayors Court If Yea did You or did You not some time on or about the Month of January in the Present Year or at any other and what time desire the Original Defendant and Cross Complainant to Produce a certain Note then in his Possession for Pagodas three hundred If Yea at whose Instance and Desire did You Make the Request and at what time Was or was it not Previous to the filing of the Bill of Complaint Did You or did You not inform the said Original Defendant and Cross Complainant that it would either be Discharged by the said Original Complainant and Cross Defendant or that He would have Credit Given him for it in his Account And Did or did not the said Original Defendant and Cross Complainant Neglect to Produce it in Court Repeatedly importuned by You so to Do Declare as You Credibly know Remember and Do believe

Interrogatory Lastly Do You know if any other Matter or Thing or have You Heard or can You say any Thing Touching the Matter in Question that May Tend to the Benefit and Advantage of the Original Complainant and Cross Defendant in this Cause besides What You have been already Interrogated unto to Declare the same fully and at Large as if You had been Particularly Interrogated

G. Chalmer
Att.y for Original Compl.t
and Cross Defendant

Mannaroo
To 25 Candys of Porter @ 3 Pag.s ℔ Candy is Pagodas 200 . .

Received the Contents
℔ H. Popham

Madras
21st May 1788

This Exhibit Marked A was shewn to Franck Day Mannaroo Mood Yand Will.m Oliver at the respective Times of their Examinations before mentioned on the Part of the Original Complainant and Cross Defendant and Cross Compl.t in a certain Cause now depending in the Hon.ble the Mayor's Court at Madras pretended wherein the said David Mac Veigh is Original Complainant and Tegaray Mood.lie Original Def.dt was and the 13th & 16th Decr 90 & 22d day of January Anno Domini 1791

Joseph Shawe Esq.r

Mr. McVeagh Dr.

1788			Pgs.	F.	C.
May	16th	To 4 Hogsheads Ale	40	"	"
		4 Do. Do.	40	"	"
		2 Butts Porter	36	"	"
		18 Dozen Cherry Brandy	108	"	"
	20	2 Butts Porter	36	"	"
	27	3 Hhhds Ale	30	"	"
		6 Butts Porter	108	"	"
	31 +	8 Hhhds Do.	72	"	"
	+	3 Butts Do.	54	"	"
June	3 +	1 Hhhds Ale	10	"	"
	9 +	1 Do. Porter	9	"	"
	11 +	7 Do. Do.	63	"	"
	+	1 Butt Do.	18	"	"
		2 Bottles Liquors	1	"	"
		8 Cases Cyder qt. 48 Dozen @ 274 ℔ Dozn.	120		
		2 Butts Porter	36	"	"
		2 Hhhds Do.	18	"	"
		3 Hhhds Ale	30	"	"
		1 Butt Porter	18	"	"
		1 Hhhd Do.	9	"	"
		5 Butts Do.	90	"	"
		12 Butts Do.	216	"	"
		2 Hhhds Do.	18	"	"
		1 Case Gin	6	"	"
		1 Cheese	1	"	"
		Pagodas	1187	"	"

H. Popham

This Exhibit Marked C. Was Shewn to Franck Day John Mitford and Manaroo Moody at the Respective times of their Examination

Examined & Carefully Compared with the Original Bill of Particulars delivered in the Humble Sheriff's Court at Madraspatnam & attested to be a true Copy the Original Delivered up to Mr. Palmer the Mayor for the Compt. Agreeably to the Order of Court of the 20 Sept. 1791 — Co. Lad. Roy Regr.

Examination before me on the Part of the Original Complainant and Cross Defendant and on the Part of the Original Defendant and Cross Complainant In a Certain Cause Now Depending In the Honble the Mayors Court at Madraspatnam Wherein the Said David MacNeigh is Original Complainant and Teagaroy Mordy is Original Defendant Was on the 13th 23rd Decr. 90. 17 & 18th day of January Anno Domini 1791.

Joseph Shawe
Exr.

Mayor's Court at Madraspatnam } Between David MacNeigh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Compl.t Et. E. Contra.

On the Part of the Orig.l Compl.t & Cross Defendant

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

Mr. Frank Day Clerk to the House of Balfour Spalding & Co. Aged twenty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the thirtieth day of December One thousand Seven hundred and Ninty Signified at the Office of Mr. James Stuart Hall who is Attorney for the Original Defendant and Cross Complainant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterward On the Same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Defendant saith, that he doth know the Original Complainant and Cross Defendant David MacNeigh

MacVeigh in this Cause, and that he hath so known him from the Month of April One Thousand Seven hundred and eighty eight and that he doth know the Original Defendant and Cross Complainant Teagaroy Moodelly in this Cause and that he hath so known him about the Same time. And more he saith not to this first Interrogatory.

2nd ------ To the Second Interrogatory this Deponent saith, that he was some time in or about the Month of May in the Year of Our Lord One Thousand Seven hundred and eighty eight employed by Mr. Home Popham Supercargoe of the Imperial Ship Stadt Van Weenen and further saith, that he was in his Service from January One Thousand Seven hundred and eighty eight to the Month of February One Thousand Seven hundred and eighty Nine in the Capacity of a Clerk; During which time he this Deponent had Charge of his Books. This Deponent saith, that he doth know that the Original Complt. and Cross Defendant in the Title of these Interrogatories Named had liberty given by the said Home Popham to take up Goods on Credit from his Shop or Stores. And further saith, that the said Original Complainant and Cross Defendant had a Credit established the beginning of May One Thousand Seven hundred and eighty Eight for the Sum of about Eleven hundred Pags. which said Credit Was to extend till the departure of the Ship for Europe, which circumstance was mentioned to this Deponent by Capt. Ingram, who had the Superintendance of the Stores during the illness of Mr. Home Popham the Supercargoe. And more he saith not to this Second Interry.

3d ------ To the third Interrogatory this Deponent saith, that the Orig. Complt. and Cross Defendt. and he this Deponent has every reason to believe as far as he dare Charge his Memory that he the said Original Complainant and Cross Defendant was Accompanied by the Original Defendant and Cross

Cross Complainant in the title of these interrogatories Named to the Shop or Store of the said Home Popham some time about the beginning of the Month of May One Thousand Seven hundred and eighty Eight. and further Saith, that the said Original Complainant and Cross Defendant did Direct him, this Deponent to deliver to the said Original Defendant and Cross Complainant whatever Goods he Choose to Order either to himself or any other person calling for them in his Name, the said Original Defendant and Cross Complainant, this Deponent saith, that the said Original Complainant and Cross Defendant did further direct him, this Deponent, to charge and Debit him, the said Original Complt. and Cross Defendant, in the Books of the said Home Popham for the Same. And further Saith, that he did comply with the above Request in consequence of being informed by Capt. Ingeram to deliver any Goods to the Order of the Original Complt. and Cross Defendant to the extent of the said Sum of about Eleven hundred Pags. as Already mentioned, And more he saith Not to this third Interrogatory.

4th ------ To the fourth Interrogatory this Deponent saith, that a certain Person of the Name of Narrain Moodelly Brother as he stited himself to the said Original Defendant and Cross Complainant some few days after these Directions had been given did came to the Shop or Store of the said Home Popham, and request that certain Goods might be delivered to him. And further saith, that the said Narrain Moodelly did frequently came to Said Store in Month of May One Thousand Seven hundred and eighty Eight and Ordered to the best of this Deponents Recollection about twenty Cases of Porter Amounting to the Sum of about One hundred and eighty Pags. this Deponent saith, that the said Porter was Ordered in the Name of the Original Defendant and Cross Complainant, and directed to be placed to the Account of the Original Complainant and Cross Defendant. and further saith, that the Quantity of Porter

Delivered

Delivered to the said Narrain Moodelly was entered in a Memoran-
dum book, entered under the head of Goods delivered on Account of
the Original Complainant and Cross Defendant, and afterwards Carried
to the Ledger. And more he saith not to this fourth Interrogatory.

5th ..... To the fifth Interry this Deponent saith, that he did with his own hand
draw out the paper Writing now Produced and shewn to him at this
the time of his examination Marked with the Letter C, Purporting
to be a bill of Particulars of Goods sold to the said Orig. Complainant
and Cross Defendant. And further saith, that he, this Deponent drew
out the said Particulars at the desire of Capt. Popham about the
Middle of February One thousand Seven hundred and eighty
Nine, this Deponent saith, that the Name affixed, to the bottom of
of the said Bill, is of the Proper bond Writing of the said Home
Popham. And further saith, that he saw the said Capt. Popham
Subscribe his Name thereto in the Office of Mr. John Mitford,
about the Middle of February One thousand Seven hundred and
eighty Nine, this Deponent saith, that the Very Articles which
Were delivered to the said Narrain Moodelly on Account of the
said Original Defendant and Cross Complainant are contained
in the said bill of Particulars. And further saith, that the Original
Compl. and Cross Defendant was charged in the books of the said
Home Popham as the Purchaser of them, this Deponent saith, that
he conceived him the Original Complainant and Cross Defendant
Only as Responsible for the payment of them. And further saith, that
he, this Deponent believes, that the said Home Popham did likewise
conceive the Original Complainant and Cross Defendant to be Respon-
sible for the payment of the said Articles, this Deponent saith, that the
said Home Popham did in this Deponents presence, as well as
in

in the presence of Manar Moodelly Dubash direct the Latter to
Prosecute the said Original Complainant and Cross Defendant, with
all the Vigour of the Law unless he Very Soon Paid the Amount
of the said bill. and further saith, that the Very Goods which this
Deponent delivered to the said Narrain Moodelly for the
Original Defendant and Cross Compl. was part of those Goods the
said Home Popham declared he would Prosecute the Original
Complainant and Cross Defendant for. And more he saith not
to this fifth Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent hath looked at the Exhibit
Now Produced and shewn to him at this the time of his examination
Marked with the Letter A, Purporting to be receipt for Twenty five
Casks of Porter bold by the said Home Popham to one Mannaroo. And ferm-
ly believes that the Signature thereunto Affixed is of the proper hand Wri-
ting of the said Home Popham, this Deponent saith, that he doth not
know the time when the said Home Popham Subscribed his Name
thereto. And further saith, that no entry was made in the books of Capt.
Popham kept by this Deponent of any Purchase of Porter made by
Mannaroo. and this Deponent hath every reason to suspect that a
Scheme to defraud the Original Complainant and Cross Defendant, was
entered into by the said Mannaroo and the Original Defendant and
Cross Complainant in consequence of the Original Defendant and Cross
Complainant finding some time after he had made an engagement
With the Original Complainant and Cross Defendant for the Purchase
of a Certain Quantity of Porter at a Price considerably higher than the
Price that Capt. Popham was afterwards induced to dispose of the Remains
of his Porter the Original Defendant and Cross Complainant availing
himself of that circumstance, and in consequence Persuaded Mannaroo
to

Mannaroo to say that he, the said Mannaroo had Made the purchase of Cap. Popham, in lieu of the Original Complainant and this Defendant firmly believes that the said Capt. Popham relying on the integrity of his Dubash Mannaroo, without ever Making any enquiries of this Deponent if such Goods had Actually been delivered; and consequently Could not have Supposed that he had previously Put his Signature to a Bill of Particulars in which the Same Articles were included And More he saith not to this or to the last Interrogatory.

Joseph Shawe
Ex.

Frank Day

Mayor's Court at Madraspatnam } Between David McVeigh is the Orig.l Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Complainant C. E. Contra.

On the Part of the Orig.l Compl.t & Cross Defend.t

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

Mr. Stephen Popham One of the Attornies in the Honble the Mayor's Court Aged forty five Years and upwards being Produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the fourteenth day of February One Thousand Seven hundred and Ninety One Signified at the Office of Mr. James Stewart Hall who is Attorney for the Original Defendant and Cross Complainant by Casavah my Servant who also left him a Note of the Name Title and Place of abode of the said Deponent and afterwards On the Same day being Sworn and Examined Deposeth as followeth.

1st - - - - - - To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant David McVeigh in this Cause, and that he hath so known him about four Years and that he doth know the Original Defendant and Cross Complainant Teagaroy Moodelly in this Cause, and that he hath so known him about four Years And more he saith not to this first Interrogatory.

7th - - - - - - To the Seventh Interrogatory this Deponent Saith, he doth know the Original Complainant and Cross Defendant mentioned in the title of these Interrogatories was Allowed by his, this Deponent's Brother Mr. Home Popham to take goods from his Store upon credit And further Saith, that he the Original Complainant and Cross Defendant did take up goods to the Amount of Eleven hundred Pagodas or thereabouts this Deponent saith, that he did not take upon himself to discharge the Amount due and owing to his Brother the Said Mr. Home Popham by the said Original Complainant and Cross Defendant but this Deponent Acknowledges to have written the Particulars as Stated in the Interrogatory, and he believes about the time therein mentioned, Meaning thereby that the Original Complainant and Cross Defendant might not apprehend being Pressed by the said Home Popham for immediate Payment, and this Deponent further Saith, that had his said Brother required at that time this Deponent's Positive undertaking for the Amount of his Demand on the said Original Complainant and Cross Defendant, he would have given it, as he then owed the said Original Complainant and Cross Defendant a Larger Sum, but such undertaking was not required and this Deponent doth not know how they Ultimately Settled And more he saith not to this Seventh Interrogatory.

To the last Interrogatory this Deponent Saith, that Soon after the Original Complainant and Cross Defendant had bought the goods from

from this Deponent's Brother, he informed this Deponent of having Sold Some Part of them at a Profit without incurring even the Expence of Removing the goods from the Stores of this Deponent's Brother - And more he saith not to this last Interrogatory -

Joseph Shawe
Ex.r

L. Popham

Mayor's Court at Madraspatnam } Between David McVeagh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Complainant Et E. Contra -

On the Part of the Orig.l Compl.t & Cross Defend.t

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

Ballajee Row Dubash of Madras Aged thirty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Orig.l Compl.t and Cross Defendant was on the twenty Second Day of January One thousand Seven hundred and Ninty One Signified at the Office of Mr. James Stuart Hall who is Attorney for the Orig.l Defendant and Cross Compl.t by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth -

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant David McVeagh in

in this Cause, and that he hath so known him about One Year - And that he doth know the Original Defendant and Cross Complainant Teagaroy Moodelly in this Cause, And that he hath so known him about two Years - And more he saith not to this first Interrogatory -

8th ..... To the eighth Interrogatory this Deponent saith, that he was head Writer to Mr. Charles Inglis One of the Attornies to the Hon.ble the Mayor's Court - And further saith, that he did Some time in the Month of January One thousand Seven hundred and eighty eight, desire the Original Defendant and Cross Complainant to Produce a certain Note there in his Possession for three hundred Pagodas this Deponent saith, that he did at the Instance of his Late Master Mr. Charles Inglis, make the Request privious to the filing of the Bill of Complaint - And further saith, that he did inform the said Original Defendant and Cross Complainant, that it would either be discharged by the said Original Complainant and Cross Defendant or that he would have credit given him for it in his Account this Deponent Saith, that the said Orig.l Defendant and Cross Complainant did neglect to produce the said Note though Repeatedly importuned by him, this Deponent so to do - And more he saith not to this or to the last Interrogatory -

Joseph Shawe
Ex.r

Balajee Row

Additional Interrogatories

to be Administered to Such Witnesses as shall be Produced Sworn and Examined in a Certain Cause and Cross Cause Now depending and at Issue in the Honble the Mayor's Court at Madraspatnam Wherein David MacVeagh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Complainant Et E Contra.

On the Part and behalf of the Original Complainant and Cross Defendant.

To all the Witnesses John Mitford Mannaroo Moodelly

Interrogatory 1st Do You know or Do You not know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the Title of these Interrogatories Named or any and which of them and how long have You so known them or any and which of them respectively declare the truth and Your Knowledge herein.

John Mitford

Interrogatory 2d Look at the Paper writing Now Produced and Shewn to You at the time of Your examination Purporting to be a Bill of Particulars with the Name of Home Popham at the foot thereof, are You Acquainted with the Hand Writing of the said Home Popham and do You believe the Name of the said Home Popham to be of his Own Proper Hand Writing or not Do You or do You not know whether the Original Complainant and Cross Defendant Purchased from the said Home Popham the different Articles in the said Bill Contained. Do You or do You not Act for the said Home Popham under his Letter of Attorney or under any other Power

Power and what Did or Did not the said Home Popham Previous to his departure from this Country or at any other time and when Request You to prosecute the Original Complainant and Cross Defendant for the Amount of the said Bill in the event of his not discharging it, Did You ever receive from the said Original Complainant and Cross Defendant or by any other person for him an offer of the Whole Sum Did You or did You not say that You Could only receive Part thereof If Yea What was Your reason for saying so Set forth the Particulars at large According to the best of Your Knowledge Remembrance and belief and the truth Declare.

Manarro Moodelly

Interrogatory 3d Look at the Paper Writing now Produced and Shewn to You at the time of Your Examination Purporting to be a Bill of Particulars with the Name of Home Popham placed thereto. Do You know whether the goods in the said Bill Contained were Purchased by the Original Complainant and Cross Defendant in the Title of these Interrogatories Named. If Yea Was the same paid for or not Were You or were You not Head Dubash of the said Home Popham during his Residence at this place, Were You or were You not also Dubash to Mr John Mitford and was the said Mr John Mitford at that time Attorney to the said Home Popham, and does he now Continue to Act in that Capacity, Did, or did not the said Home Popham on or about the time of his departure from this place or at any other time and when say If the Original Complainant and Cross Defendant did not discharge the Amount of the said Bill that he must be prosecuted with the Greatest Rigour of Law for the Recovery of it was any other person present besides Yourself when Such words were expressed and who by name Set forth the whole to the Best of Your Knowledge Remembrance and Belief and the truth Declare.

To

To all the Witnesses } Last Interrogatory Do You know of any other Matter or thing or have You heard or can You Set forth any thing touching the Matter in Question in this Cause, that may tend to the benefit and Advantage of the Said Original Complainant and Cross Defendant besides what You have been herein before Interrogated into If, Yea Declare the same fully and at Large as if You had been thereunto Particularly Interrogated

G. Chalmer
Attg. for Original Compl.t
Cross Defendant

Mayor's Court at Madraspatnam } Between David MacVeagh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Complainant Et E. Contra

On the Part of the Orig.l Compl.t & Cross Defendant

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

John Witford Esq.r Senior Merchant on the Madras Establishment Aged thirty five Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Complainant and Cross Defendant was on the eighteenth day of January One Thousand Seven hundred and Ninety One Signified at the Office of Mr. James Stewart Hall who is Attorney for the Original Defendant and Cross Complainant 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 [illegible]gatory this Deponent Saith, that he doth know the Original Complainant and Cross Defendant David McVeagh in this Cause; but Slightly. And that he doth know the Original Defendant and Cross Complainant Teagroy Moodelly in this Cause also but Slightly. And more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory 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 bill of Particulars with the Name of Home Popham at the foot thereof. And says, that he is Acquainted With the hand Writing of the said Home Popham. And further Saith, that he doth believe the Name of the said Home Popham to be of his own Proper hand Writing. this Deponent Saith, that he Doth not know whether all the Articles specified in the said Bill Were Purchased by the Original Complainant and Cross Defendant And has reason to believe that an overcharge of Two hundred Pagodas or thereabouts was made in the Article of Porter. this Deponent Saith, that he is in possession of a Power of Attorney from the said Previous to his departure from this Country instruct this Deponent to recover the Amount of the said Bill, this Deponent Saith, that he never did Receive from the said Original Complainant and Cross Defendant or by any other person for him on offer of the whole Sum and further saith, that he, this Deponent did say, that he should be Satisfied with Part thereof. This Deponent saith, that his reason for being satisfied With of the bill was on Account of his Suspecting that there was an overcharge in the Article of Porter, and on Account of the Original Compl.t & Cross Defend.t saying, that he had given bills on England to Mr. Stephen Popham on Account of Mr. Home Popham. And More he saith not to this or to the last Interrogatory.

Jno. Witford

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } Between David MacVeagh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Compl.t Et E. Contra

On the Part of the Orig.l Compl.t & Cross Defend.t

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

Munnaroo Moodelly Dubash of Madras Aged thirty eight Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the Seventieth Day of January One thousand Seven hundred and Ninety One Signified at the Office of Mr. James Stewart Hall who is Attorney for the Original Defendant and Cross Complainant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent Saith, that he doth know the Original Complainant and Cross Defendant David MacVeagh in this Cause, and that he hath so known him about three Years and that he Doth know the Original Defendant and Cross Complainant Teagaroy Moodelly in this Cause, and that he hath so known him about Seven or eight Years And more he saith not to this first Interrogatory

3d To the third Interrogatory 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 bill of Particulars with the Name of Home Popham Placed thereto and says, that he doth not know whether the Goods in the said bill contained were Purchased by the Orig.l Complainant & Cross Defendant in the Title of these Interrogatories Named

Named And further saith, that he was not head Dubash of the said Home Popham during his Residence at this place. This Deponent saith, that he was Dubash to Mr. John Mitford And further saith, that the said Mr. John Mitford was at that time Attorney to the said Home Popham. This Deponent saith, that he doth not know if the said Mr. John Mitford doth now continue to Act in that Capacity And further saith, that he doth not know whether the said Home Popham did on or about the time of his departure from this place, or at any other time say if the Original Compl.t and Cross Defendant did not discharge the amount of the said bill, that he, the said Original Complainant and Cross Defendant must be prosecuted With the Greatest rigour of Law for the recovery of it And more he saith not to this or to the Last Interrogatory.

Munnaroo

Joseph Shawe
Ex.r

Additional Interrogatories to be Administered to Such Witnesses as shall be Produced Sworn and Examined in a Certain Cause and Cross Cause Now depending and at Issue in the Hon.ble the Mayor's Court at Madraspatnam Wherein David MacVeagh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defend.t and Cross Complainant Et. E. Contra

On the Part and behalf of the Original Complainant and Cross Defendant.

To all the Witnesses } Interrogatory 1st Do You know the Parties Original Complainant and Cross Defendant and Defendant and Cross Complainant

Complainant in the Title of these Interrogatories Named or any and Which of them and how long have You so known them or any and which of them respectively declare the truth and Your knowledge herein.

Vencatachella Pilla ..... } Interrogatory 2d. Were You, or were You not, some time on or About the Month of May in the Year One Thousand Seven hundred and Eighty eight or at any other and what time a Conicoply in the Service of Home Popham Commander and Supercargoe of the Imperial Ship Stade Van Weenen. If Yea Were You or were You not directed by Mr. Frank Day Clerk of the said Home Popham on or About the Aforementioned Period or at any other and what time to deliver to the Original Defendant and Cross Complainant in the Title of these Interrogatories Named or to his Brother Narrain Moodelly or to either and which of them a Quantity of Ale or Porter. If Yea Do You remember what Quantity was so delivered And whither the same was on Account of David McVeagh the Original Complainant and Cross Defendant and Debited to his Account or not, Did You or did You not as Conicoply to the said Home Popham take an Account of the delivery of such Ale or Porter If Yea Did You Commit the same to writing and how and is such Writing or Accounts in Your Possession or in the Possession of any other Person and whom Set forth the same to the best of Your knowledge remembrance and belief and the truth declare.

Lastly ..... Interrogatory 3d. Do You know or Do You not 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 Original Complainant and Cross Defendant besides what You have been before Interrogated. If Yea. Declare the Same fully and at Large as if You had been thereunto Particularly Interrogated.

G. Chalmer
Atty for Original Compt. & Cross Defendant

Interrogatories to be Administered to such Witnesses as shall be Produced Sworn and Examined in a Certain Cause and Cross Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein David McVeagh is the Original Complainant and Cross Defendant, and Teagray Moodelly the Original Defendant and Cross Complainant.

On the Part and behalf of the Original Defendant and Cross Complainant.

1st Interrogatory To all the Witnesses } ..... Do You or do You not know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the above Cause, and in the Title of these Interrogatories Named. If Yea. how long have You so known them, or either and which of them declare.

2d Interrogatory To Caullapa Vencatachellum Jury Mootoo and Pachey Mootoo } Did You or did You not Accompany the Original Defendant and Cross Complainant in the Title of these Interrogatories Named, some time in the Year of Christ One Thousand Seven hundred and Eighty Eight to the Shop or Store of Captain Home Popham to Purchase some Hogsheads of Porter and Ale. If Yea. to Whom did the Original Defendant so Apply for the Purchase thereof, Was it or was it not to Manaroo Moodelly the Dubash of the said Captain Home Popham, or to some and what other person, If Purchased by the Original Defendant, Set forth by whom the same was delivered to him.

3d

3d Interrogatory
To Manaroo Moodelly -- } Were You or were You not Debash to Captain Home Popham During his Residence at Madras or at some and what other time, did You or did You not Purchase from the said Captain Home Popham a certain Quantity of Liquors look at the paper Writing Marked A Now exhibited and shewn to You at this the time of Your Examination, and say whether it does or does not contain the particulars thereof, Whether the signature thereunto Annexed is not the proper hand Writing of the said Captain Home Popham, and whether You have or have not paid to, or, otherwise Accounted with the said Captain Home Popham for the Amount thereof Declare.

4th Interrogatory
To Manaroo Moodelly -- } Did or did not the Original Defendant and Cross Compt. Apply to You some time in the Year of Christ One Thousand Seven hundred and Eighty Eight for the purchase of some Hogs Heads of Porter and Ale from the Store of Captain Home Popham If Yea. how many hogs Heads he so Purchase from You, and what was the Amount he paid You for the same, look at the Exhibit Marked A and B Now shewn to You at this the time of Your Examination and set forth whether the One Marked A is or is not the Bill You received from Captain Home Popham for the Amount sales of such Porter and whether the One Marked B be or be not the Bill for the same Articles Your Charged the Original Defendant with or how otherwise declare.

5th Interrogatory
To William Oliver -- } Are You or are You not a Writer to John Mitford of Fort Saint George Merchant, and is or is not the said John Mitford Attorney to or Agent of Captain Home Popham, Were You or were You not present at some and what time in the Year One Thousand Seven Hundred and Eighty Eight when Captain Home Popham signed and delivered to Manaroo Moodelly a Bill of Particulars relating to the Purchase of Some and what Liquors look at the Paper Writing Marked A Now Produced and shewn to You at this the time of Your Examination is it or is it not the same which the said Home Popham so signed and delivered to the said Manaroo Moodelly or how otherwise, and is or is Not Credit for the Amount thereof given to the said Home Popham in his Account with the said John Mitford.

6th Interrogatory
To John Mitford -- } Did You or did You not some time and how long ago hold Some and what conversation with on Frank Day formerly a Clerk to Captain Home Popham on the Subject of some Porter purchased by the Original Defendant and Cross Complainant If Yea. Set forth the same as far as You know look at the Exhibit Marked B Now Produced and Shewn to You at this the time of Your Examination and say whether it does or does not contain the particular Items of the said Porter so Purchased by the said Original Defendant or how otherwise, and Also Set forth the Particulars of the transaction with which the said Account has connection and Relation as far as You know have heard and do believe together with the Reasons of such Your belief.

7th Interrogatory
To Ditto Ditto -- } Look at the Paper Writing now Produced and Shewn to You at this the time of Your Examination Marked C was or was not the Same deposited with You by Captain Home Popham If Yea. how came it in the Custody of the Original Complainant as You know have heard and do beleive, with the Reasons for such Your belief, did the Original Complainant ever pay You the Amount or any and what part of the Amount thereof declare.

8th Interrogatory
To Samy Moodellear and Soobariah Veerapah Moodeliar -- } Were You or were You not Present at some and what time when the Original Defendant and Cross Compt. demanded payment of the Note of Hand of the Original Complainant and Cross Defendant, and what was the Answer Given by the Cross Defendant. how long was such demand made Previous to the Commencement of the present suit declare.

Last

Last Interrogatory To all the Witnesses --- } Do You or do You not know of any other Matters or things, or have You heard or can You Set forth any thing touching the Matters in Question in this Cause that may tend to the benefit and Advantage of the Original Defendant and Cross Complainant in the Title of these Interrogatories Named If Yea. declare the same as You know have heard or do believe together with such Your Reasons for Your believe together with such Your Reasons for Your belief as fully and effectually as if You had been thereunto Particularly Interrogated and the whole truth declare

J. Stuart Hall
Atty for Orig.l Compl.t & Cross Defend.t

Thegaroyah Moodeliar ..... Dr.

			P.	f.	C.
1788 May	31st	To 8 Hogsheads Porter	64	"	"
		To 3 Butts ... Do	48	"	"
June	3d	To 1 Hogsheads Ale	8	"	"
	9th	To 1 Do ... Porter	8	"	"
	11th	To 7 Do ... Do	56	"	"
		To 1 Butts ... Do	16	"	"
		Pag.s	200	"	"

Fort St. George 20th August 1788 } E. E. ✠ Rec.d the Contempt in full

Munnaroo

This Exhibit Marked Marked B. was shewn to Manaroo Moody and John Mitford at the respective times of their Examination before me on the Part of the Orig.l Defendant and Cross Complainant In a Certain Cause now depending In the Hon.ble the Mayor's Court at Madraspatnam Wherein the said David MacVeigh is Original Complainant and Teagaroy Moodelly is Original Defendant was on the 16th and 23d day of December Anno Domini 1790

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } Between David McVeagh is the Original Complainant and Cross Defendant and Teagray Moodelly the Original Defendant and Cross Complainant

On the Part of the Orig.l Defend.t & Cross Compl.t

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

Caullapa Collector of Bills of Madras Aged thirty two Years or thereabouts being Produced as a Witness in this Cause On the of the Original Defendant and Cross Complainant was on the twenty Sixth Day of November One thousand Seven hundred and Ninty Signified at the Office of Mr. George Chalmer who is Attorney for the Orig.l Complainant and Cross Defendant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwords 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 David McVeagh in this Cause, and that he hath so known him about five or Six Years And that he doth know the Original Defendant and Cross Complainant Teagroy Moodelly in this Cause, and that he hath so known him about ten Years And more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith, that he did Accompany the Original Defendant and Cross Complainant in the title of these

these Interrogatories Named, some time in the Year of Christ One thousand Seven hundred and eighty eight, to the Shop or Store of Captain Home Popham to purchase some hogsheads of Porter and Ale And further saith, that the Original Defendant and Cross Complainant did so apply for the Purchase thereof to Manaroo Moodelly the Dubash of the said Captain Home Popham. This Deponent Saith that the aforementioned Articles were Purchased by the Original Defendant and Cross Complainant And delivered by the said Manaroo Moodelly to the said Original Defendant and Cross Complainant And more he saith not to this or to the last Interrogatory.

[illegible]

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } Between David McVeagh is the Orig.l Complainant and Cross Defendant, and Teagray Moodelly the Original Defendant and Cross Complainant.

On the Part of the Orig.l Defend.t & Cross Compl.t

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

Vencatachellum Conicoply of Madras Aged twenty Seven Years or thereabouts being Produced as a Wintness in this Cause On the Part of the Original Defendant and Cross Complainant was on the twenty Sixth Day of November One thousand Seven hundred and Ninty Signified at the Office of Mr. George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Casavah my Servant who also left him a Note of the Name, Title and Place of the said Deponent and afterwards On the Same Day being Sworn and Examined Deposeth as followeth.

1st

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Orig.l Complainant and Cross Defendant David McVeagh in this Cause, and that he hath so known him about five or Six Years And that he doth know the Original Defendant and Cross Complainant Teagroy Moodelly in this Cause, and that he hath so known him about ten Years And more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith, that he did Accompany the Orig.l Defendant and Cross Complainant in the Title of these Interrogatories Named, some time in the Year of Christ One thousand Seven hundred and eighty eight, to the Shop or Store of Captain Home Popham to purchase some hogsheads of Porter and Ale And further saith, that the Orig.l Defendant did so apply for the Purchase thereof to Manaroo Moodelly the Dubash of the said Captain Home Popham This Deponent Saith, that the above mentioned Articles were purchased by the Original Defendant and Cross Complainant and delivered to him, the said Original Defendant and Cross Complainant, by the said Manaroo Moodelly And more he saith not to this or to the last Interrog.y

[illegible]

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } Between David McVeagh is the Original Complainant and Cross Defendant, and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Original Defend.t & Cross Compl.t

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

Aury

Mayor's Court at Madraspatnam } Between David McVeagh in the Original Complainant and Cross Defendant and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Original Defendt & Cross Complt

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

Pachey Mootoo Conicoply of Madras Aged Seventy Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the twenty Sixth day of November One thousand Seven hundred and Ninty Signified at the Office of Mr George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant David McVeagh in this Cause, and that he hath so known him about two or three Years and that he doth know the Original Defendant & Cross Complainant Teagroy Moodelly in this Cause, and that he hath so known him about twenty Years And more he saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent saith, that he did Accompany the Original Defendant and Cross Complainant in the Title of these Interrogatories Named, some time in the Year of Christ One Thousand Seven hundred and eighty eight, to the Shop or Store of Captn Home Popham to purchase some Hogsheads of Porter and Ale And further Saith, that the Original Defendant did Apply for the Purchase thereof to

Mayor's Court at Madraspatnam } Between David McVeagh in the Original Complainant and Cross Defendant and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Original Defendt & Cross Complt

Joseph Shawe
Exr

Pachey Mootoo Conicoply of Madras Aged Seventy Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the twenty Sixth day of November One thousand Seven hundred and Ninty Signified at the Office of Mr George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same day being Sworn and Examined Deposeth as followeth.

1st To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant David McVeagh in this Cause, and that he hath so known him about two or three Years and that he doth know the Original Defendant & Cross Complainant Teagroy Moodelly in this Cause, and that he hath so known him about twenty Years And more he saith not to this Interrogatory.

2d To the Second Interrogatory this Deponent saith, that he did Accompany the Original Defendant and Cross Complainant in the Title of these Interrogatories Named, some time in the Year of Christ One Thousand Seven hundred and eighty eight, to the Shop or Store of Captn Home Popham to purchase some Hogsheads of Porter and Ale And further Saith, that the Original Defendant did Apply for the Purchase thereof to

to Manaroo Moodelly the Dubash of the said Captn Home Popham
This Deponent saith, that the aforementioned Hogsheads of Porter &
Ale Purchased by the Original Defendant and Cross Complainant
Were delivered to him, by Captn Home Popham at the request of the
Manaroo Moodelly at the rate of Eight Pags ⅌ Hogshedd Amoun-
-ting together to the Sum of Two hundred Pags for which Sum a bill was
Sent by the said Manaroo Moodelly to the said Original Defendant
and Cross Complainant which bill was Accordingly Paid — And more
he saith not to this or to the last Interrogatory.

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between David McVeagh is the Original
Complainant and Cross Defendant, and Teagroy
Moodelly the Original Defendant and Cross
Complainant.

On the Part of the Orig.l Defendt & Cross Complt

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

Manaroo Moodelly Dubash of Madras Aged thirty eight Years or
thereabouts — being Produced as a Witness in this Cause On the Part of the Original Defendt
and Cross Complainant was on the Sixtieth Day of December One thousand Seven
Hundred and Ninety Signified at the Office of Mr George Chalmer who is Attorney
for the Original Complainant and Cross Defendant by Casavah my Servant who also
left him a Note of the Name Title and Place of Abode of the said Deponent and after-
-wards 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 David McVeagh in this
Cause

Cause, and that he hath so known him about three Years — and that
he doth know the Original Defendant and Cross Complainant Teagroy
Moodelly in this Cause, and that he hath so known him about Seven
or eight Years — And more he saith not to this first Interrogatory.

3d ..... To the third Interrogatory this Deponent saith, that he did not Act
in the Capacity of Dubash to Captn Home Popham, but merely as a
friend during his Residence at Madras — And further saith, that he,
this Deponent did Purchase from the said Captn Home Popham a certain
Quantity of Liquores — This Deponent hath looked at the Paper
Writing Marked A. Now exhibited and shewn to him at this the
time of his examination, and says, that it does contain the Particu-
-lars thereof, And that the Signature thereunto Annexed is the
Proper hand Writing of the said Captn Home Popham, this Deponent
Saith, that he hath Accounted with the said Captn Home Popham
for the Amount thereof And more he saith not to this third Interry.

4th ..... To the fourth Interrogatory this Deponent saith, that the Original
Defendant and Cross Complainant did apply to him some time in the
Year of Christ One thousand Seven hundred and eighty eight for the
Purchase of Some Hogsheads of Porter and Ale, from the Store of
Captn Home Popham — And further saith, that the said Original
Defendant and Cross Complainant did purchase from him, this
Deponent Twenty five Hogsheads of Porter paying for the Same, the
Sum of Two hundred Pags this Deponent hath looked at the Exhibit
Marked A & B. Now Shewn to him at this the time of his examina-
-tion, and says, that the One Marked A. is the Bill he, this Depont,
received from Captn Home Popham for the Amount Sales of such
Porter; And that the One Marked B. is the Bill for the Same Articles
he, this Deponent, Charged the Orig.l Defendant & Cross Complainant
With — And more he saith not to this fourth Interrogatory.

To

To the Last Interrogatory this Deponent saith, that twenty five Casks of Porter belonging to Captn Home Popham were sold to this Deponent by the said Captn Home Popham and this Deponent did afterwards sell the said Twenty five Casks of Porter to the Original Defendant Cross Complainant who paid the Value thereof Amounting to the Sum of Two hundred Pags to this Deponent which Sum this Deponent Passed in Account with the said Captn Home Popham. This Deponent further Saith, that Mr Day Clerk to Captn Home Popham and Mr McVeigh combined together to defraud the Original Defendt and Cross Complainant by inserting in Mr McVeigh's bill the twenty five Casks of Porter Purchased by the Original Defendant, which Circumstance came to the knowledge of this Deponent by a letter he Received from Madras when he, this Deponent and Captn Home Popham were at Pondicherry, which Letter this Deponent gave to Captn Home Popham to peruse, who thereupon was extremely offended, and immediately wrote a letter to the said Mr Day, Ordering him in Very Severe and pointed terms to rectify the mistake, Accompanied with threats of having him, the said Mr Day turned out of the Settlement of Fort St George which letter was given to the Charge of this Deponent, who on his Arrival at Madras Delivered it into the hands of the said Mr Day. And more he saith not to this last Interrogatory.

Joseph Shawe
Exr

Munnaroo

Mayor's Court at Madraspatnam } Between David McVeagh is the Origl Complainant and Cross Defendant and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Origl Defendt & Cross Complt

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

Mr William Oliver Writer of Madras Aged thirty Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the twenty Second Day of January One thousand Seven Hundred and Ninty One Signified at the Office of Mr George Chalmer who is Attorney for the Original Complainant and Cross Defendant 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 Original Complainant and Cross Defendant David McVeagh in this Cause but that he doth know the Original Defendant and Cross Complainant Teagroy Moodelly in this Cause, and that he hath so known him about two or three Years. And more he saith not to this first Interrogatory.

5th ..... To the fifth Interrogatory this Deponent Saith, that he is a Writer to Mr John Mitford of Fort St George Merchant. And further Saith, that the said Mr John Mitford is Attorney to, or Agent to Captn Home Popham, this Deponent Saith, that he was present Sometime in the Year One thousand Seven hundred and eighty eight, when Captn Home Popham Signed and Delivered to Manaroo Moodelly a Bill of Particulars

for want of Cash. This Deponent saith, that Such demand was made about fifteen days Previous to the Commencement of the present Suit And more he saith not to this or to the last Interrogatory.

[illegible]

Joseph Shawe
Exr

Mayor's Court at Madraspatnam } Between David McVeagh is the Original Complainant and Cross Defendant, and Teagroy Moodelly the Original Defendant and Cross Complainant.

On the Part of the Orig.l Defend.t & Cross Compl.t

Depositions

Mr John Milford an Alderman of the Hon.ble the Mayor's Court at Madraspatnam Aged thirty five Years or thereabouts being Produced as a Witness in this Cause On the Part of the Original Defendant and Cross Complainant was on the twenty third day of December One thousand Seven hundred and Ninety Signified at the Office of Mr George Chalmer who is Attorney for the Original Complainant and Cross Defendant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant David McVeagh in this Cause but Slightly. And that he doth know the Original Defend.t and Cross Complainant Teagroy Moodelly in this Cause also but Slightly. And more he saith not to this first Interrogatory.

6th

6th ..... To the Sixth Interrogatory this Deponent saith, that he doth not Recollect having held any conversation with one Frank Day, Clerk to Capt.n Home Popham on the Subject of Some Porter Purchased by the Original Defendant and Cross Complainant. & further saith, that he hath looked at the Exhibit Marked B. Now Produced and shewn to him, at this the time of his examination, and Says, that he doth not know whether it contains the Particular Items of the said Porter, so Purchased by the Orig.l Defend.t And more he Saith not to this Sixth Interrogatory.

7th ..... To the Seventh Interrogatory this Deponent hath looked at the paper Writing now Produced and shewn to him at this the time of his examination Marked C. and says, that the Same was deposited with him by Capt.n Home Popham and further saith that he this Deponent Conceives it must have been in the Custody of the Orig.l Complainant and Cross Defendant through the means of Mr Frank Day, with Whom this Deponent to the best of his Recollection had lodged it; in Order to assist him this Deponent, in Recovering the Amount due thereon This Deponent Saith, that the Original Compl.t and Cross Defendant Never did pay the Amount. And more he saith not to this Seventh Interrogatory.

To the Last Interrogatory this Deponent saith, that the Orig.l Compl.t and Cross Defendant a Short time after the departure of the aforementioned Home Popham, came to his, this Deponent's House in the Fort, in company with Mr Day the person mentioned in the Sixth Interrogatory; in Order to settle his Account for things Purchased of the said Home Popham as Specified in the Exhibit C. that at that time this Deponent, did consent to give the Original Complainant and Cross Defendant Credit, in Part of the said Exhibit C. for the Sum of Two Hundred Pag.s on Account of Porter; also the Amount of Two bills on England, which the Original Complainant and Cross Defendant said had

Had been Given to Mr. Stephen Popham on Account of Home Popham
This Deponent further Saith, that the Orig.l Compl.t and Cross Defend.t was
Permitted to go from this Deponents House upon a promise of Settling
all Accounts, on Account of the said Exhibit, in the month of June or
July following which were in the Year of Christ One Thousand Seven
Hundred and eighty eight; but this Deponent hath never Since Seen
or heard of the said Original Complainant and Cross Defendant And
More he saith not to this last Interrogatory.

Joseph Shawe
Ex.r

Jno. Mitford

Mayor's Court at Madraspatnam } Between David McVeagh is the Original
Complainant and Cross Defendant and Teagroy
Moodelly the Original Defendant and Cross
Complainant.

On the Part of the Orig.l Defend.t & Cross Compl.t

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

Veerapah Moodeliar Conicoply of Madras Aged thirty two Years or there-
abouts being Produced as a Witness in this Cause on the Part of the Original Defendant
and Cross Complainant was on the twenty Second Day of January One Thousand Seven
Hundred and Ninety One Signified at the Office of Mr. George Chalmer who is Attorney
for the Original Complainant and Cross Defendant 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

1st To the first Interrogatory this Deponent saith that he doth know the
Original Complainant and Cross Defendant David McVeagh in
this Cause, and that he hath so known him about four Years
and that he doth know the Original Defendant and Cross Compl.t
Teagroy Moodelly in this Cause, and that he hath so known him about
fifteen or Sixteen Years And more he saith not to this first Interry.

8th To the eighth Interrogatory this Deponent saith, that he was Present
Sometime in the Year of Our Lord One Thousand Seven hundred and
Eighty eight, when the Original Defendant and Cross Complainant
Demanded Payment of the Note of hand of the Original Complainant
and Cross Defendant And further saith, that the Answer Given by
the Cross Defendant was, that he beg he might not be importuned on
that Subject, at the Same time Promising payment in the course of
ten or fifteen days. This Deponent Saith, that Such demand was
Made about ten Days Previous to the commencement of the
Present Suit. And more he saith not to this or to the last
Interrogatorry

Joseph Shawe
Ex.r

Mayor's Court at Madraspatnam } { Tuesday the 9th Day of August Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor

William Webb Andrew Ross

Benjamin Roebuck and Aldermen

Mayor's Court

Between David MacVeigh of Fort Saint George Merchant Complainant and Teagaroy Moodaly of Madras Inhabitant Defendant.

These Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Original Complainants Bill with Copy of an Account Annexed, the Affidavit, the Original Defendants Answer with Copyes of a Note of hand or Acknowledgment and an Account Current Annexed, the Cross Bill, the Affidavit, the Replication, the Cross Answer, the Rejoinder with Copies of Two Exhibits Marked A and B. Annexed the Cross Replication, the Amended Cross Rejoinder, the Interrogatories and Depositions on the Part of the Original Complainant and Cross Defendant with Exhibits Marked A and C Annexed the Interrogatories and Depositions on the Part of the Original Defendant and Cross Complainant with Exhibit Marked B. Annexed On Hearing the Pleadings made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to

to Order and Decree and doth Accordingly Order and Decree that the Original Defendant do Pay unto the Original Complainant the full and Just Sum of One Hundred and Sixty three Pagodas Nine Fanams and Thirty two Cash (Pagodas 163 9 32) together with all such Interest as now is or shall hereafter become due thereon untill full payment is made but in respect to the Costs it is Agreed that all the Depositions taken in the Cross Cause be Considered as belonging to the Original Suit and that each Party do recover Costs so far as they have prevailed therein and it is further Ordered and Decreed that the Cross Defendant do pay the Costs of the Cross Suit.

Pr Cur

Filed 4th August 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Vencatagery Valavala Soobbiar of Madras Inhabitant That Vencatauchelam of the same Place Inhabitant stands Justly and truely indebted unto Your Orator in the full and Just Sum of Thirty five Pagodas, thirty fanams and forty Eight Cash Current Money of Great Britain at the rate of Eight Shillings for every Pagoda the sum of Fourteen Pounds five Sillings and Eight Pence or thereabouts as will more fully and at large appear by the Copies of Translate of a Mortgage Bond and an Account hereunto annexed for the inspection of this Honble Court which Your Orator begs leave to refer to and prays the same may be taken in part of this his Bill of Complaint the Originals whereof are in Your Orators Possession and Ready to

To be Produced when Required and Your Orator further Sheweth unto this Honble Court that he hath frequently and in an Amicable manner Requested payment from the said Venkatauchelam of the said Sum of Thirty five Pagodas Thirty Fanams and Forty Eight Cashes

But now so it is May it please this Honble Court the said Venkatauchelam 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 Agreable to equity and Good Conscience To the End therefore that the said Venkatauchelam may upon his Corporal Oath (full true direct and Perfect Answer Make to all and singular the Matters and things herein before set forth and Alledged as fully truly perfectly and Effectually to all Intents and Purposes as if the same were here again Repeated and Particular Interrogated unto, and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Thirty five Pagodas Thirty Fanams and Forty Eight Cashes with all such Interest as now is or Shall hereafter become due thereupon as also all Costs of this Suit

May it please this Honble Court to cause the said Venkatachellam 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

John Wilkinson
Att^y for Compl^t

This 4th day of August 1794
This Bill was shewn to me in the days of Adjournment
Let a Summons issue returnable in a Court Day
Jos. Dall Forbes
Mayor

Translation of a Mortgage Bond of a House dated 2d Maurgaly of Saumya Year Answering to Anno Domini 12th December 1789

Venkatauchelam Son of Drogady Ellaya Modeliar of Toolova Vallaula Cast of Madras do give this Mortgage Bond of House to Venkatagery Valava Sobbiar of the same place that is to say

In Consequence of my Urgent Occasions I have Mortgaged to You the Bill of Sale of the House formerly Purchased by me from Cudapanna which is situated at Pidderaigo Pala North to the House of Ruguvarayan South to the House of Baulechitty and Northwest to the said House and I have also Mortgaged to You another Bill of sale of the Ground Purchased from Ranga -pa Naikan Son of Venkatamma all South to the House of Pandaram and Kistna -ma Naikan and North to the House of Sobadar Govinda Naikan so in all Two Bills of sale and borrowed and Received of You the Sum of 30 Thirty Star Pagodas Current Money of Madras which Sum I do hereby engage to pay You on or before the 30th Maurgaly of Saudarana Year or 10th Jany 1791 next With all Costs and Interest as shall or may become due thereon at the rate of 12 p^r Ct^m per Annum Inde full of which You are hereby empowered to recover it by Prosecuting in the Mayors Court thus I have given You this Mortgage Bond of my House with my free will and Consent, Witnesses Naragooroo Vera Naigan and Docker Eroya Naikan by their Knowledge this Mort -gage Bond of House was drawn by Punnary Tyangaroyan

Signed Venkatachelam

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

Signed Ranganaudom
Interpreter

A True Copy

John Wilkinson
Att^y for Compl^t

Dr. Vencatachelam in Account with Vencatagery Valavala Soobbiar

1789 Decemb.	12th	To the Amount of Your Mortgage Bond of this days date	30.	"	"	1791 July	10th	By Balance due	35. 30. 48.
1791 July	10th	To Interest on the above from December 12th 89 to this Day @ 12 p Cent p Annum	5.	30.	48.				
		Pagodas	35.	30.	48.			Pagodas	35. 30. 48.

Madras 10th July 1791

E. E. &

Attest Copy John Wilkinson
Atty for Compt.

Mayor's Court at Madraspatnam } { Tuesday the 16th Day of August Anno Domini 1791

L.S.

Mayor's Court

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

Between Vencatagery Valavala Soobbiar of Madras Inhabitant Complainant and Vencatauchelam of the same Place Inhabitant Defendant

The Defendant being in Court and Acknowledging the Justness of the Complainants Demand This Court Doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant shall Pay unto the Complainant the full and Just Sum of Thirty five Pagodas Thirty Fanams and Forty Eight Cash (Pagodas 35. 30. 48.) 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

Per Cur

Filed 16th August 1794

In the Honble the Mayor's Court at Madraspatnam

Between Avadanum Paupiah Brameny of Madras Inhabitant

Complainant

and

Pendah Cavelram Streekistna of the Same Place Soucar

Defendant

John White of Madraspatnam Attorney for the Defendant in this Cause Maketh Oath that he this Deponent did inform the said Defendant by letter of an Order which has passed in this Cause whereby the said Defendant was Ordered to give the Complainant Oyer of two Bills of Exchange in the said Defendants Answer in this Cause mentioned And this Deponent saith that the said Defendant did in Answer to the said Letter inform this Deponent by letter that the said two Bills of Exchange were in the Custody of a certain Committee Appointed by the Government of Fort Saint George And this Deponent saith that the said Defendant has caused a Letter to be Addressed to the Honble the Governor in Council Requesting to have the said Bills of Exchange delivered up to him And that this Deponent did deliver the said letter together with an Extract from the Minutes of this Honble Court to William Collins Jackson Esquire And this Deponent Saith that he has Not received the said two Bills of Exchange nor has the said Defendant Yet received them as this Deponent has been informed Which information this Deponent Verily believes to be true.

John White

Sworn in Court this 16th day of August 1794 } Gn Taylor Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of August Anno Domini 1794

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Avadanum Paupiah Braminy

vers

Penda Cavelram Streekistna

The Attorney for the Defendant Prays leave to file an Affidavit Which is Sworn to by him in Court as Cause against the delivery of the Bills of Exchange Prayed for by the Attorney for the Complainant Affidavit Read and filed this day Ordered that the Defendant be allowed a further time till Next Court day to deliver in the Original Bills Which are Prayed for.

A true Extract.

Filed this 16th Augt 1791

To the Honble the Mayor &
Court at Madraspatnam

Between the Honble the United Company of Merchants of England trading to the East Indies by their Agents or Representatives Major General William Medows President in Council at Fort St George and Commander in Chief of all the Forces on the Coast of Coromandel Sir Charles Oakeley Baronet and John Huddlestone Esquire Members of the said Council Petitioners and Tetecallay Cashewa Modelliar Respondent

And

Tetecallay Cashewa Modelliar Complainant and Sheshachellum Defendant

The humble Petition of Tetecallay Cashewa Modelliar the above named Respondent

Most humbly Sheweth

That Your Petitioner did some time since file a Bill of Complaint against the abovenamed Defendant for a certain Sum of Money upon a Mortgage Bond given by the said Defendant to Your Petitioner for a considerable Sum of Money lent by Your Petitioner to the said Defendant and having obtained a Decree thereon Your Petitioner did proceed to take out an Execution in Order to levy the said Debt and Costs upon the Mortgaged Premises consisting of some Pieces of Ground and Houses Situated in the Town of Madras and Was about to sell the same the abovenamed Petitioners did present a Petition to this Honble Court to stop the Sale

Your

Your Petitioner shewith further that to this Petitioner the Defendant in his Answer fully explaining the Right of the Defendant to the above Premises that he had purchased the same at the Sheriffs Outcry-Sale and his Possession the Regular Bill of Sale thereof that he had been thereby Possessed of the same for fifteen Years in the Quiet and uninterrupted Possession thereof had regularly paid the Duties due to the Honble Company and had laid out considerable Sums of Money in improving the same Your Petitioner shewith that Issue was joined thereupon and in order to prove the several Facts stated Your Petitioner produced three several Witnesses Namely Mondoo Jacka Pillah of Madras Inhabitant Iyah Pillah of the same Place Seaven-rauma Pillah of Madras Inhabitant Iyah Pillah of the same Place Seaven-ger's Cuttapolly and Gorrowayah Modelly of the same Place Inhabitant all of whom were regularly Produced Sworn and examined by Benjamin Bramfill Esquire the sworn Examiner of this Honble Court in or about the Month of May last but by some Omissions either of the said Examiner or otherwise the said Witnesses have not signed their Depositions tho' it Appears by their Affidavits hereunto Annexed that they were then and are still at any time ready so to do if required

Your Petitioner shewith further that this Omission was Altogether unknown to Your Petitioner or his Attorney till after Publication was Passed and the said Causeway immediately after sit down for hearing the Omission of the Witnesses Signatures still remaining Unnoticed

Your Petitioner shewith further that this Omission may be of the Most serious Consequence to the Defendant as well as to Your Petitioner Unless the Court will be pleased to allow the Witnesses still to signe their Depositions without Altering any Part thereof but that upon their Affidavits to Swearing to the Truths of their Depositions and that they were and are still Ready to signe the same the Court will be pleased to order their Depositions together with their Affidavits may be read at the hearing

Your Petitioner therefore humbly Prays

Prays the same or such other Relief as to this Honble Court may seem Meet — And Your Petitioner as in duty bound —

Shall ever Pray

P. Walker
Atty for P^r

Filed the 16th Augt 1791

In the Honble the Mayor's Court at Madraspatnam

Between the United Company of Merchants of England trading to the East Indies by their Agents or Representatives Major General William Medows President in Council at Fort Saint George and Commander in Chief of all the Forces on the Coast of Coromandel Sir Charles Oakeley Baronent and John Hudleston Esquire Members of the said Council Petitioners and Tottecally Cashava Moodelliar Respondent In the cause of Tottecally Cashava Moodelliar Complainant and Shishachellum Defendant —

P. Walker
Atty for Respd

The Affidavit of Moodooraumah Pella of Madras Inhabitant —

This Deponent Maketh Oath and Saith that in or about the Month of May last he did Attend on the Examiner to be Examined as a Witness in the above Cause and was Accordingly Sworn and Examined this Deponent Saith that what he did then

Depose

Depose is Strictly and Sincerely true to the best of his Knowledge and belief and he would then have readely Signed the same had he been Required, this Deponent further Saith that he is also now Ready to Sign the same in Testemony of the truth thereof whenever he may be Required so to do —

(Signed) Moodooraumen

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

Ranganaudom
Interpreter

Malabar

Filed the 16th Augt 1791

In the Honble the Mayor's Court at Madraspatnams

Between the United Company of Merchants of England trading to the East Indies by their Agents or Representatives Major General William Medows President in Council at Fort Saint George and Commander in Chief of all the Forces on the Coast of Coromandel Sir Charles Oakely Baronet and John Hudleston Esquire Members of the said Council Petitioners and Tottecally Cashava Moodelliar Respondent In the Cause of Tottecally Cashava Moodelliar Complainant and Sheshachellum Defendant

The Affidavit of Iyah Pillah of Madras Scavengers Conicopy

To Walker Atty for Pet

This Deponent Maketh Oath and Saith that in or about the Month of May last he did Attend on the Examiner to be Examined as a Witnesseon the above Cause and was Accordingly Sworn and Examined, this Deponent Saith that what he did then Depose is Strictly and Sincerely true to the best of his knowledge and belief and he would then have Leadely Signed the same had he been required, this Deponent further Saith that he is also now ready to sign the same in Testimony of the truth thereof whenever he may be required so to do

(Signed) Iyah Pillah

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

Ranganaudom
Interpreter

9 Malabar

Filed the 16th Augt 1791

In the Honble the Mayors Court at Madraspatnam

Between the United Company of of Merchants of England Trading to the East Indies by their Agents or Representatives Major General William Medows President in Council at Fort Saint George and Commander in Chief of all the Forces on the Coast of Coromandel Sir Charles Oakely Baronet and John Hudleston Esquire Members of the said Council Petitioners and Tottecally Cashava Moodelliar Respondent In the Cause of Tottecally Cashava Moodelliar Complainant and Sheshachellum Defendant

The Affidavit of Gooroovapah Moodelliar of Madras Inhabitant

This Deponent Maketh Oath and Saith that in or about the Month of May last he did Attend on the Examiner to be examined as a Witness in the above Cause and was Accordingly Sworn and Examined this Deponent Saith that what he did then Depose is strictly and Sincerely true to the best of his knowledge and belief and he would then have Readily signed the same had he been required, This Deponent further Saith that he is Also now ready to sign the same in Testimony of the truth thereof whenever he may be required so to do

The Mark of Gooroovapah Moodelliar

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

Ranganaudom

Interpreter

Malabar

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of August Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Totticala Cashava Moodelly

vers

Shashashellum

Petition of the Respondent with three Affidavits in support thereof Sworn to before the Mayor on the 26th day of July last read and filed this day Setting forth that three Witnesses Namely Moodoorauma Pillah Syah Pillah and Gooroovayah Moodelly have been regularly Examined by Benjamin Branfill the Sworn Examiner of this Court but by some Omission either of the said Examiner or otherwise the said Witnesses have not Signed their Depositions therefore praying that the above Witnesses may now be Allowed to Sign their Depositions The Witnesses being in Court and the Interpreter having explained the Contents of the Depositions to them it is Ordered that they be allowed to Subscribe their Names thereto

A true Extract

Filed 26th May 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Amurdom Pillah of Madras Merchant that Paransody Moodelly and Anthony Moodelly of the same Place Inhabitants Stands Indebted unto Your Orator in the full and just Sum of One Thousand Six hundred and Ninety three Star Pagodas Five fanams and Sixty Six Cash Current Money of Madras, Making in Sterling Money of Great Britain, at the Rate of eight Shillings for every Pagoda the sum of Six hundred and Seventy Seven Pounds Four Shillings and One Pence or thereabouts as will more fully and at large appear by the Copies of Two Bonds or Obligations and also of an Account 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 Originals Whereof are in Your Orator's Possession and Ready to be Produced to this Honble Court when Required. And Your Orator further Sheweth unto this Honble Court that he hath frequently and in a friendly manner, Requested the Payment of the said Sum of One Thousand Six Hundred and Ninety three Pagodas five fanams and Sixty Six Cash.

But now so it is and may it Please this Honble Court the said Paransody Moodely and Anthony Moodely 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 Paransody Moodely and Anthony Moodely may upon their Corporal Oaths full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged, as fully, truly and effectually, to all intents the

intents and Purposes as if the same were here again Repeated and Particularly interrogated And that they may be Decreed to pay unto Your Orator the aforesaid Sum of One thousand Six Hundred and Ninety three Pagodas five fanams and Sixty Six Cash with all such Interest as now is or Shall hereafter become due thereon also Costs of the suit.

May it Please this Honble Court to cause the said Paransody Moodely and Anthony Moodely 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.

26th May 1794
This Bill was Shown to me in the Days of Adjournment Let a Summons Issue and Returnable Next Court day.

Jos. du Pré Porcher
Mayor

L. Popham
Atty for the Complainant

Know all Men by these Presents, that the Paransody Modely and Antony Moodely Inhabitant of Madras held and firmly bound unto Amurdon Pillah of the said place Merchant in the Penal Sum of One Thousand Star Pagodas to the payment whereof well and truly to be made to the said Armourdon Pillah his Heirs Executors, Administrators or Assigns, We do Hereby bind Ourselves Our heirs, executors and Administrators firmly by these Presents. In Witness thereof We have hereunto Set Our Hand and Seal in Madras this Seventh day of December in the Year One thousand Seven Hundred and Ninety.

Penal Sum 1000 Pag^s
500.

Whereas

Whereas the above bound Paransody Moodely and Antony Moodely hath borrowed and Received of the above named Armourdon Pillah the full and Just Sum of Five Hundred Star Pagodas to run at interest at the rate of Twelve per Cent per Annum and Payable the 15th of February 1794 in default of Non Payment we do hereby Jointly and Seperately allow and Subject ourselves to be Prosecuted for the full Sum in the Honble Mayor's Court, or any other Court of Judicator in India by the above Named Armourdon Pillah.

Now the Condition of this Obligation is such that if the above bound Paransody Moodely and Antony Moodely their heirs Executors, Administrators or Assigns shall well and truly pay or Cause to be paid unto Armourdon Pillah his heirs, Executors Administrators or Assigns, the Full and just Sum of 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 Deliverd
Where no Stamp't Paper is to be had
in the Presence of
C. A. Jattomby

(A true Copy)
L. Popham

Know all Men by these Presents, that We Paransody Moodely and Antony Moodely Inhabitants of Madras held and firmly bound unto Armonsdon Pillah of the said Place Merchant in the Penal sum of Two thousand Two hundred and Eighteen Star Pagodas Eleven fanams to the Payment whereof well and truly to be made to the Said Armourdon Pillah his heirs Executors, Administrators or Assigns

Penal Sum 2218. 11. "
1109. 5. 40

We do hereby bind Ourselves Our heirs, Executors and Administrators firmly by these Presents In Witness whereof we have hereunto set our hand and Seal in Madras this seventh day of December in the Year One Thousand Seven hundred and Ninety.

Whereas the above bound Paransody Moodely and Antony Moodely hath borrowed and received of the above Named Armoundon Pillah the full and just Sum of One Thousand One Hundred and Nine Star Pagodas five fanams and forty Cash to run at Interest at the rate of Twelve Per Cent Per Annum and payable the 31st of March 1791 Indefault of non Payment we do hereby Jointly and Separately allow and Subject Our selves to be Prosecuted for the full sum in the Honorable Mayor's Court, or any other Court of Judicator in India by the above Named Armoundon Pillah.

Now the Condition of this Obligation is such, that if the above bound Paransody Moodely and Antony Moodely their heirs Executors, Administrators or Assigns shall well and truly pay or Cause to be paid Unto Armoundon Pillah his heirs Executors, Administrators or Assigns, the full and just sum of One Thousand One Hundred Nine S. Pag.s & 5 fan.s & 40 Cash together with such Interest as shall or may become due thereupon, then this Obligation to be Void and of no Effect; Otherwise to Continue in full Force and Virtue.

Signed, Sealed and Delivered
Where no Stamp'd Paper is to be had
in the Presence of

C. A. Jattomby

(A true Copy)

L. S. Graham

Dr. Paransody Moodely and Anthony Moodely in Account With Armoundon Pillay Cr.

1790 Dec.r	7th	To the Amount of Your Joint & Bond of this date Payable on the 13th Feby 1791	300	"	"	1791 May	23	By Balance due	1693	5	66
		To the Amount of another Bond of the same date Payable on the 31st March 1791	1109	5	40						
1791 May	23d	To Interest on Do from 7th December 1790 to this Day is 5 mo 17 d @ 12 ₱ Cent ₱ Annum	1609	5	40						
			84	"	26						
		Pagodas	1693	5	66			Pagodas	1693	5	66

Madras 23 May 1791
Errors Excepted

Armoundon

A true Copy
L. Graham

Mayor's Court at Madraspatnam

Tuesday the 23d Day of August Anno Domini 1791

Present

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and John Mitford

Aldermen

L.S.

Mayor's Court

Between Amurdow Pillah of Madras Merchant Complainant and Paransody Moodelly and Anthony Moodelly of the same place Inhabitants Defendants

It Appearing by the Records of this Court that the Usual Rules have issued for the Defendant Antony Moodelly to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and Doth Accordingly Order and Decree that the Defendant Antony Moodelly shall pay unto the Complainant the full and Just Sum of One thousant Six Hundred and Ninety three Star Pagodas Five fanams and Sixty Six Cash (Star Pagodas 1693. 5. 66.) together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit

A Cur

Filed 16th August 1791

In the Honble the Mayor's Court at Madraspatnam

Between Surkis Esias Complainant and Shake Abdul Rosack Defendant

The Affidavit of Cawder Saib and Shake Imman

These Deponents severally make Oath and Say that they served shake Abdul Rosack late of Madras Deceased and these Deponents further say that about Six Months Since they went with the said shake abdul Rosac to Cadapah in Tippoo's Country and from thence they Procuded to Camboom being Six days March from Cadapah and then Deponents say that the said Shake Abdul Rosac Prepared to come to Madras but in the mean time he fell sick and Continued in a languishing state of Health for about a Month and died at Camboom on the Twenty seventh of Aunee Month Answering to Christian Ora the Seventh of July in this Present Year One Thousand Seven hundred and Ninety One and these Deponents further say that they were present at the Funeral of the said Shake Abdul Rosac and saw him Burried

Sworn in Madras this 15th day of August 1791. the Contents of the above Affidavit having been first explained to the Deponents in the Gentoo Language by Ranganadom the Sworn Malabar Interpreter

Before me
Jos. du Pré Porcher
Mayor

The Mark of Cawder Saib
The Mark of Shake Imman

L. Popham
Comadon Adumbah Mastry and Pacala Singanah
Bail for Defendt

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 23. Day of August Anno Domini 1791

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and John Milford

Aldermen

Sarquis Sature
vers
Shake Abdool Rozack

The Sheriff Returns the Warrant of Execution issued Against the Effects of Comdore Audambah Mastry and Pancala Singanah the Bail of the Defendant Endorsed No Goods nor Chattles to be found Warrant of Committment Prayed for Mr. Stephen Popham Attorney for Comdore Adambah Mestry and Poncala Singanah the Bail of the Defendant objects to the issuing of the Warrant of Committment for the Reasons Stated in the Affidavit filed by him last Court day The Court having taken the same into Consideration it is Ordered that the Objections be over ruled with Costs and that a Warrant of Committment do issue.

A true Extract

Filed 30th Augt 1791

In the Honble the Mayor's Court at Madraspatnam

Between Buthavanny Sunker Haredut by his Attorney Thomas Richard Fairchild Complainant and

Gungahdoss Defendant

John White of Madraspatnam Attorney for the Defendant in the above cause Maketh Oath and Saith, that the said Defendant has been for Sometime absent from Madras and at Masulipatnam as this Deponent has been credibly informed which he Verily believes to be true and this Deponent saith he has also been informed, and Verily believes, that the Said Defendant is still at Masulipatnam, this Deponent Saith he hath frequently Applied to Sunco Peddah Kistnamah Chitty of Madras Merchant who Attends to the said Defendants business in this Cause and required to be informed of the names of the Witnesses, who were to be examined on the Part of the said Defendant. And this Deponent Saith, that the said Sunco Pedda Kistnamah Chitty has informed this Deponent that he has Written and sent a private Messengar to the said Defendant, to send down his Witnesses to Madras, that they may be examined, in this Cause, this Deponent further Saith that Interrogatories on the part of the Said Defendant in this Cause have been filed with the Examiner of this Honble Court. and this Deponent Saith that a Witness on the of the said Defendant was Produced Yesterday in Order to be examined, and this Deponent Saith that such Witness was not examined owing as this Deponent has been informed and Verily believes to the Interpreter of this Honble Court being engaged with the Register of this Honble examining in an Ecclesiastical Matter.

John White

Sworn in Court this 30th day of Augt 1791

Gr. Taylor
Regr

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 30th Day of August Anno Domini 1791.—

Present

Josias Du Pre Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Puthavaney Sunkea Hanedutt by his Attorney Thomas Richard Fairchild

agt.

Gungadoss

The Attorney for the Complainant Prays that Publication may Pass in this Cause to which the Opposite Attorney objects and Prays that he may be Allowed a further time of Two Weeks for the Examination of Witnesses in Support of which he Prays leave to file an Affidavit Which is Sworn to by him this day. Affidavit Read and filed The Court having taken the same into Consideration it is Ordered that Two Weeks be Allowed.—

A True Extract.—

Filed the 16th Sept. 1788 in Court ——

To the Honble the Mayor &c. Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Henry Dupuy one of the Attornies of this Honble Court That Anna Sawmy of Madras Merchant Heir of Poombavie Camaroo Coroomada Modelliar Deceased and now Sole Executor and Residuary Legatee of the Last Will and Testament of the said Deceased stands justly and truely indebted unto Your Orator in the full and just Sum of Five Hundred and Ninety two Pagodas and Twenty three Fanams Current Money of Madras Making in Sterling Money of Great Britain at the Rate of Eight Shillings for every Pagoda the Sum of Two hundred and Thirty Seven Pounds or thereabouts, as will more fully and at Large Appear by an Account Current hereunto Annexed, composed of Sundry Articles or Charges for Jaced Bills For Jewels Sundry Suits Wherein he was employed on Behalf of the Estate of the Deceased to the Sum of Twenty five Pagodas, Copies whereof Taxed as aforesaid, Your Orator hath upwards of One Month Delivered to the said Anna Sawmy previous to the filing of this Bill To Wit on the Twenty seventh day of December Which was in the Year of Our Lord One Thousand seven hundred and Eighty Seven For Whereas, Your Orator sheweth, That the said Poombavie Camaroo Coroomada Moodelliar, Departed this Life sometime in or about the Year of Our Lord One Thousand Seven hundred and —— having first duely made and Published his Last Will and Testament And for the Execution thereof untill the said Anna Sawmy should Attain the Age of Twenty One Years, did Nominate John Lucas, George Maules and Charles Edward Jones among the Europeans, and Coromandel Annachellum Moodelliar, Davy Marick Moodelliar Ballaz Chengalroy Moodelliar, Pungatloor Chengalroy Moodelliar Ayabe Sawmy

and

And Sawmy Ayah, all of whom did severally prove the said Last Will and Testament as Executors as aforesaid, except the said Sawmy Ayah, and Your Orator Sheweth, that the said Annah Sawmy did publickly declare that he had Attained the Age of twenty One Years in the Month of July, Which was in the Year of Our Lord One Thousand seven hundred and Eighty four, And the said Annah Sawmy did in Consequence, make Appli=cation to and demand from John Snow and other aforenamed Executors, the delivery of his Accounts of the said Estate of the said deceased, And Generally of all the Goods Chattels and Credits of the said Testator remai=ning in their hands Pursuant to the said Last Will and Testament, and the true intent and meaning of the said Testator, And Your Orator Sheweth that the said Annah Sawmy and the said John Snow the said George Maule and Charles Edward Jones being then absent from Fort St. George, And the aforenamed Toramanum Arnachellum Moodelliar, Davy Naick Moodelliar, Balla Shengalroy Moodelliar, Pungatoor Shengalroy Moodelliar and Ayah Sawmy did some time in the Year of Our Lord One thousand Seven hundred and Eighty five, came to some Agreement and Settlement respecting the said demand of the said Annah Sawmy, And it was Agreed, among other things, that the said Annah Sawmy should institute an Amicable Suit in this Honble Court setting forth the Grounds of his Title and Claim thereupon against the said Executors, And Your Orator Sheweth, that the said Annah Sawmy did some time on or about the Month of September in the said Year of Our Lord One thousand Seven hundred and Eighty five, exhibit his said Bill against the said John Snow, and the other aforenamed Executors, Praying that upon his Giving to them the said John Snow and the other Executors a full Ample and sufficient Indemnification, for and against all Claims thereafter, made and unsettled and which thereafter might be made on them, the said John Snow and the said other Executors he might be let

let into Possession of the said Property, Estate and Effects whereof the said Testator died Seized — And Your Orator sheweth that the said John Snow did Put in a Separate Answer to the said Bill, he the said John Snow having had the Chief management of the said Estate, And did therein Give a full Account of his Executorship — And the said John Snow did in his said Answer Sett forth the following Words — "This Defendant "having thus Acquitted himself, by an Account of his Management in the "Execution of the Affairs of the Testator, he begs to observe, that there is "a Decree of this Honble Court now before his Majesty in Council — "defended by the Native or Tummul Executors to a Considerable Amount "And a Suit now depending in this Honble Court by Charles Bromley "One of the Attornies of the said Court for the Sum of Eight thousand three "Hundred And seventy five Pagodas twenty eight fanams and five Cash "for sundry Bills of Costs, which is contested by this Defendant and the "Native Executors, And a Demand from Mr. Henry Dupuy for several "Bills of Costs, Amounting to Five hundred and Seventy Pagodas and "thirty three fanams — This Defendant also Saith that the Complainant "hath paid unto Mr. Stephen Popham the Sum of Two Thousand Pagodas, "being the Amount of Sundry Bills of Costs awarded him upon a Refe=rence to Francis Jourdan Bryan Scottney and Edward Garrow Esqrs." And Your Orator Sheweth that the said Annah Sawmy did Admit of the truth of the said Answer and the several things therein Containing, by moving that the said Bill together with the said Answer might be Sett down for hearing and the same was heard, But the said Bill did not Answer the purpose which was expected therefrom, being dismissed, which made the said Annah Sawmy have Recourse to other means whereby he did procure the said Probates, Granted to the John Snow, and the other Executors to be revoked, and Probate of the said Last Will and Testament of the

the said Testator, to be granted to him, as Sole Executor thereof, as may Appear upon Reference to the Kings Ordinary of this Honble Court — And Your Orator Sheweth, that the said Annah Sawmy hath, by Virtue of the Said Probate, taken upon himself the Sole burthen and execution of the Said Last Will and Testament, and is thereby Answerable, Responsible and became bound to pay all just and Lawfull Ditts owing or incurred by the said John Snow George Maule Charles Edward Jones, Terumanum Arnachellum Moodelliar Devy Naick Moodelliar Balla Shengalroy Moodelliar Pungatoor Shengalroy Moodelliar and Ayah Sawmy as Executors as aforesaid, and during the time that they Acted in that Capacity in the Affairs of the said Testator, And Your Orator Sheweth, that the said Annah Sawmy some time in the Month of November One Thousand Seven hundred and Eighty Six, did come to final Settlement Respecting the Affairs of the Estate of the said Poombavie Comaroo Cooronada Moodelliar Deceased, and that, Mutual Releases, did Pass between them, which were executed and Signed on the second day of the said Month of November aforesaid, Whereby Your Orator Sheweth that the said Annah Sawmy did Release the said John Snow, of and from all Accounts, Matters, and things, of and concerning the said Estate, and Management thereof, And the said Annah Sawmy did on his part further Covenant, promise and Agree, to and with the said John Snow, as Executor as aforesaid, that he would at all times thereafter, well and Sufficiently keep and save harmless and indemnified and discharged the said John Snow, as Executor as aforesaid from all demands Actions Suits, Costs, Charges and Damages whatsoever, that shall or may at any time or times thereafter be made, commenced, Sued, Prosecuted, or which therefore had been commenced, and were then depending &c.a as may more fully and at large Appear by a Copy of a Counter part of the said Release, hereunto Annexed, for the inspection of this Honble Court the Counter Original whereof is, or ought to be in the possession of the said Annah

Annah Sawmy. And Your Orator Sheweth, that Previous to the Signing and executing the said Release the aforesaid Sum of Five hundred and Ninty two Pagodas and twenty three fanams was justly and truely owing unto him by the said John Snow as Executor as aforesaid, And the said Annah Sawmy did also previous to the said Signing and executing of the said Release, and at many times thereafter Promise and undertake to pay the same, And Your Orator Sheweth that the said Bills were taxed at the express demand and instance of the said Annah Sawmy — And Your Orator Sheweth, that the said Annah Sawmy did know that Your Orators demand for fees for business done on behalf of the Estate of the said Poombavie Comaroo Cooroonada Moodelliar was just, and such as ought to have been paid And Allowed, because the Answer of the said John Snow to the aforesaid Bill of Annah Sawmy did Testify the same on Oath, and was Admitted to be Just by the said Annah Sawmy by his having Admitted of the truth of the said Answer, by causing the said Bill and the said Answer to be sett down for hearing without any further proceedings — And Your Orator Sheweth that the said Annah Sawmy having Received from the said John Snow, the only Estate or Assetts remaining in his hands as Executor as aforesaid, And in Consideration thereof, Released the said John Snow, and taken upon himself the burthen of executing and Administering such parts of the Estate as had not been executed and Administered by the said John Snow — the said Annah Sawmy as Executor as aforesaid is therefore indebted unto Your Orator in the aforesaid Sum of Five hundred and Ninty two Pagodas and twenty three fanams, on the Account aforesaid, the Amount Whereof nor any Part thereof Your Orator hath not Received from the said John Snow or George Maule or from any other person or persons whatever, but the whole thereof is and are justly due and Owing — And Your Orator Sheweth, that the said Annah Sawmy hath since the Signing and executing of the said Release paid Satisfied and discharged the demand of

of the said Charles Bromley mentioned and referred to in the said Answer of the said John Snow and hath also paid sundry other Debts Dues and demands upon the Estate previous thereto and Your Orator Sheweth, that he hath frequently and in an Amicable Manner requested Payment of the aforesaid Sum of Five hundred and Ninty two Pagodas and twenty three fanams from the said Annah Sawmy as Executor as aforesaid of the last Will and Testament of the said Poombavie Comaroo Cooroonada Moodelliar.

But now so it is May it Please this Honble Court the said Annah Sawmy as Executor as aforesaid and otherwise Obstinately and willfully refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premissed 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 Annah Sawmy may upon his Corporal Oath full true direct and perfect Answer make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and Effectually to all Intents and Purposes as if the same were here again Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of Five hundred and Ninty two Pags and twenty three fanams together with all such Interest as now is or shall hereafter become due thereon and also all Costs of this Suit.

May it Please this Honble Court to Cause the said Annah Sawmy as Executor as aforesaid to be Summoned and Required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and Appear before this Honble Court at a Certain time and place to be by this Honble prefixed and Appointed then and thereto Answer this Your Orator's Bill of Complaint and further to stand to and abide by such Order and Decree therein as to this Honble Court shall seem Meet.

Hy Dispuy
Atty Compt.

Dr. { Annah Sawmy Sole Executor of Last Will and Testament of Poombavee Comaroo Moodelliar Deceased in Account Current with Henry Dupuy } Cr.

1782 August	31st	To the Amount of my Fee, Taxed by the Register in a Cause wherein Paul Benfield by his Attorney Hall Plumer were Complainant and George Maule and John Snow European Executors of Comaroo Deceased were Defendant	349	9	"	By Cash Received in Part	150	"	"
1783 Febry	20th	Do. Do. in a Cause wherein Tremanum Arnachellum Davy Naick and Iyah Sawmy Native Executors of Comaroo Deceased & Guardians to his Heir at Law by his Attorney Paul Benfield Esqr. were Complainants and John Douglas Esqr. is Defendant	33	6	"	By Ballance due (the Amount whereof taxed as par Contra at Your instance was demanded by delivering You Copies of the said Bills taxed on the 27th day of December 1787	592	23	"
April	7th	To Do. Do. in a Cause wherein Vurdapillah is Complainant and George Maule and John Snow European Executors of Comaroo Deceased are Defendants	61	"	"				
1784 Octr.	20th	To Do. Do. in a Cause wherein Tremanum Arnachellum Davy Naick and Iyah Sawmy Executors of Comaroo & Guardians to his Heir at Law are Complainants and John Snow George Maule are Defendants	45	30	"				
1785 Decemr.	1st	To Do. Do. in a Cause wherein Annah Sawmy Heir of Comaroo Deceased is Complainant and John Snow is Defendant	181	8	"				
1786 Janry	24th	To Do. Do. in a Cause wherein Charles Bomley is Complainant and John Snow one of the Executors of Comaroo is Defendant	47	15	"				
Novr.	2d	To Drawing out Release between You and Mr. John Snow the former Executor	25	"	"				
		Pagodas	742	23	"	Pagodas	742	23	"

Fort St. George 27th January 1787

Hy Dupuy

To all to whom these Presents shall come, Annah Sawmy of Madras Merchant, and Heir to Poombavie Comaroo Cooroonada Moodaliar Deceased, Ultimate Executor and Residuary Legatee Named in the last Will and Testament of the said Deceased sends Greeting Whereas John Snow of Madras Esquire was Nominated and Appointed together with sundry other persons temporary Executors of the said Last Will and Testament, that is to say untill the said Annah Sawmy should Attain the Age of Twenty one Years, and whereas the said John Snow did as Executor as aforesaid take out Probate of the said last Will and Testament and did Act under the said Probate in all Matters Relating to the Affairs and Concerns of the said Deceased's Estate And Whereas the said Annah Sawmy having Attained the said Age of Twenty One Years, did apply unto the Honble Mayors Court at Madras, to the end that the probates granted to the said John Snow and the other Executors of the said last last Will and Testament Might be brought unto the said Court and be Revoked and that Probate Might be granted to him as the Sole Executor in the said Will Authorized upon his Attaining the said Age of twenty One Years and Whereas the said Probates were thereupon Revoked and Probate Granted to the said Annah Sawmy And Whereas the said John Snow and Annah Sammy the now Executors as aforesaid have on the day of the date hereof made up and Adjusted all Accounts Matters and things of and concerning all Monies Received paid and discharged by the said John Snow as temporary Executor as aforesaid, and of and concerning all other the Estate of or belonging to the said Poombavie Comaroo Cooroonada Moodaliar Deceased, which have been Received or come to the hands or disposition of the said John Snow and upon Adjusting the same there Appears to be Remaining in

in the hands of the said John Snow to Wit.

No. 4. Bill of Sale of the House Situated in the Alley at Chinnatombe Moodaly Street.

5. Ditto - - - of a House Situated at Vellapah Moodaly

6. Ditto - - - of a Do. - - - Do. at Chandrapah Naigo Street.

7. Ditto - - - of a Do. - - - Do. at Chinnatomby Moodalys Street.

Acknowledgement of George Moubray of an Interest in a new Consolidated Bond of Pagos 176200 being 58733.12 " "

Which said Acknowledgement and said several Bills of Sale the said John Snow hath on the day of the date hereof delivered over unto the said Annah Sawmey the Receipt whereof the said Annah Sawmey Doth hereby Acknowledge, and the said being the only Estate or Assets Remaining in the Hands of the said John Snow as temporary Executor Under the said last Will and Testament as aforesaid, and due and belonging to the said Annah Sawmey as Residuary Legatee and now Sole Executor as aforesaid, he the said Annah Sawmey doth hereby as Residuary Legatee and now Sole Executor as aforesaid for himself his Heirs Executors and Administrators, Remise Release and forever discharge the said John Snow his Executors and Administrators of and from the said Accounts and of and from all Accounts Matters and things of and Concerning the said Estate and his management thereof and and of and concering the Execution of the said last Will and Testament and of and from all Actions Suits Judgements Executors, Claims, and Demands for or concerning the same, or for or concerning the Estate or Effects of the said Poombavie Comaroo Cooroonada Moodaliar Deceased And the said Annah Sawmey Doth hereby for himself his Executors and Administrators Covenant promise and Agree to and with the said John Snow as temporary Executor as aforesaid his Executors and Administrators that he will at all times hereafter well and Sufficiently keep and Save harmless and indemnified and discharged the said John Snow as Temporary Executor as aforesaid his Executors and Administrators from all demand Actions Suits Costs Charges and Damages, whatsoever

-wer that shall or may at any time or times hereafter be made Commenced Sued or Prosecuted or which heretofore have been commenced and are still depending or which are now Commenced and depending against him as Temporary Executor of the said last Will and Testament of the said Poombavie Comaroo Cooroonada Moodaliar Deceased In Witness Whereof He the said Annah Sawmey as Residuary Legatee and Sole Executor as aforesaid hath hereunto Set his Hand and Seal in Fort St George this Second day of November One Thousand Seven hundred and Eighty Six

(Signed) Annah Sawmey (L.S.)

Signed Sealed and Delivered (Where no Stampt Paper is to be had) in the presence of

(Signed) Charles Baker
Balla Chitty

Registered upon the Records of this Honble the Mayor's Court at Madraspatnam this 28th November 1786

(Signed) James Taylor
Reg^r

true Copy
Hy Dupuy
Patty Compl^t

Filed the 13th Octr 1788

The Answer of Annah Sawmy of Madras Debush Defendant to the Bill of Complaint of Henry Dupuy of Madras Gentleman Complainant

This Defendant Now and at all times hereafter saving and Reserving to himself all and all manner of Benefit and Advantage of Exception that may be had or taken to the many Errors Uncertainties and manifest Insufficiencies and imperfections in the Complainants Said Bill of Complaint contained for Answer thereunto or unto so much thereof as this Defendant is Advised is material or necessary for him to make Answer unto he this Defendant does Answer and Say that so far from being indebted to the Complainant in the Sum of Five hundred and Ninty two Pagodas and Twenty three fanams Current Money of Madras as the same is unfairly stated and Set forth in the Account Annexed to the Complainants said Bill of Complaint or in any Sum or Sums of Money whatever that the Complainant stands justly and truely indebted unto this Defendant in the full and just Sum of Five hundred and Nineteen Pagodas Nine fanams and forty two Cash According to and as fully Appears by an Account Current Marked A hereunto Annexed for the inspection of this Honble Court to which this Defendant begs leave to Refer and prays the same may be taken as part of this his Answer the Original whereof being in this Defendant's Possession and Ready to be produced When Required and for which Sum this Defendant hath filed his Cross Bill in this Honble Court to which he humbly Prays Reference And in Order to set forth and shew to this Honble Court how and in what manner the same arose and became Due to this Defendant he begs leave to State that Some time in or about the Month of September which was in the Year of

of Christ One thousand Seven hundred and Seventy eight Pombahavie Comaroo Coroonadum Moodaliar departed this life having first duly made and executed his last Will and Testament therein and thereby nominating this Defendant his Heir and Residuary Legatee and Constituting and Appointing Charles Edward Jones and John Snow Esquire of the Honble Company's Civil Service and Captain now Major George Maule of the Honble Company's Military Service Tremanum Arnachelam Moodaliar Davy Naig Moodaliar Balla Chingleroy Moodaliar Pungatore Chingleroy Moodaliar Sawmy Jah and Jah Sawmy Executors to his Last Will and Testament until this Defendant should arrive at age and be himself enabled to transact and Manage the Several Trusts matters and things in the said Last Will and Testament set forth And this Defendant further Sheweth that the said Charles Edward Jones the said John Snow and the said Charles Edward Jones the said John Snow and the said George Maule Tremanum Arnachelam Moodaliar Davy Naig Moodaliar Balla Chingleroy Moodaliar Pungatore Chingleroy Moodaliar Sawmy Jah and Jah Sawmy Except Sawmy Jah who did Renounce the Office of Executor did duly Prove the said Will of the said Pombahvie Comaroo Coroonadum Moodaliar before the Kings Ordinary in this Honble Court and did thereby take upon themselves the burden of Executors and did continue to Act therein until some time in or about the Year One thousand Seven hundred and Eighty Six when this Defendant Arrived at the Age of Twenty One Years and this Defendant being then desirous of fulfilling the Intentions of the said Pombahvie Comaroo Coroonadum Moodaliar as expressed in his said Last Will and Testament did Resolve to take upon himself the Charge and Management of the said Estate and did for that purpose Cite the said Executors to bring the Probate of the said Will granted to them as above Set forth into this Honble Court which they the said Executors Accordingly did and in Consequence thereof some time in or about the Month of

March

March in the Year of Christ One thousand Seven hundred and Eighty Six Probate of the said Will was granted to this Defendant who did thereupon enter into the Office of Executor to the Last Will and Testament of the said Pombahvie Comaroo Coroonadum Moodaliar and this Defendant says that having thus Possessed himself of the necessary Authority to settle all Accounts and Concerns due and belonging to the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar, the said John Snow having delivered in an Account Current with the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar a Copy of which Marked **B** is hereunto Annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and Prays the Same may be taken as part of this his Answer the Original is in this Defendants Possession and Ready to be Produced when Required in which Account amongst other Articles are the following

31 May 1781. To Cash paid Mr Du Puy - - - - 150. " "

July 1782. To Cash paid Henry Du Puy for Law Charges - - - - - - - - - - - - - - - - 801. 18. "

Which two Sums Added together making the Sum of Nine hundred and Fifty One Pagodas and Eighteen fanams and whence together with the Interest due thereon arises the Ballance due to this Defendant is stated in his said Account Current And for further Answer this Defendant Saith he Admits that the Complainant was Employed in Sundry Suits on behalf of the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar and that Copies of such Bills taxed might have been sent by the Complainant to this Defendant and which might have been some time in the latter end of the Year One thousand Seven hundred and Eighty Seven This Defendant Admits that he did some time on or about the Month of September in the Year One thousand Seven hundred and Eighty five file a Bill of Complaint in this Honble Court against the said John Snow and the rest of the afore named Executors praying that upon his

giving

giving to them a full ample and sufficient Indemnification for and
Against all Claims thereafter made and unsettled and which thereafter
Might be made upon them the said John Snow and the said other Executors he
Might be let into Possession of the said property Estate and Effects whereof
the said Testator died seized This Defendant Admits that the said John
Snow did put in a separate Answer to the said Bill of Complaint and
Might therein have set forth after having entered into a Justification of his
Conduct as Executor as aforesaid as is stated in the Complainants said Bill
of Complaint that there was a Decree of this Honble Court before his Majesty
in Council Defended by the Native Executors to a considerable Amount and
that there was a Suit depending in this Honble Court by Charles Bramley
Their Own of the Allowance thereof for the Sum of Eight Thousand three hundred
and Seventy five Pagodas Twenty Eight Fanams and five Cashs for Sundry
Bills of Cost contested by the said John Snow and the Native Executors and
a Demand from Mr Henry Du Pury the now Complainant for several Bills
of Cost amounting to five hundred and Seventy five Pagodas and Thirty
three fanams And this Defendant Admits the said Answer of the said
John Snow might further have stated that this Defendant had paid
unto Mr Stephen Popham the Sum of Two Thousand Pagodas being the
Amount of Sundry Bills of Costs awarded him upon a Reference to Francis
Lourdan Bryan Leeney and Edward Garrow Esquires But this Defendant
Cannot by any means Admit the Conclusions the Complainant has drawn
from these Circumstances and the Conduct of this Defendant thereon he
Cannot Allow that because he this Defendant moved to have the said Suit
heard upon Bill and Answer he therefore Admitted the Truth of the said
Answer and the several things therein contained nor is such the inference
drawn of the Complainant consistent with Reason on the Contrary it must
Appear that he this Defendant conceived the said Answer and the Matters
and things therein Contained to be so Vague uncertain and insufficient
as not to require any Reply from him to Strengthen or further to
Substantiate

the several Matters & Facts therein & in the said Bill of Complaint And
this Defendant humbly conceives that it is the general Received Opinion in
this Honble Court that where a Complainant is desirous of hearing his
Suit upon Bill and Answer it is not under the conviction that the
several contents of the said Answer are true but on the Contrary that they
are strikingly evident that the Answer said are futile and insignificant
Otherwise instead of pursuing the means of gaining his Cause he would
be adopting the surest mode of defeating it the Arguments therefore
Made use of by the Complainant to shew the Strength of his Interest derived
from the said Suit instituted as aforesaid by this Defendant against the
said John Snow are absurd and ridiculous This Defendant Admits that
the said Bill was dismissed but this Defendant cannot admit that he is
Accountable as Executor as aforesaid for the several Acts of the said Charles
Edward Jones John Snow George Maule and the other Executors
Whilst as such they Acted in the Management of the Estate of the said
Pombalvie Lemaroo Coronadum Mordaliar but that each of the said
Executors were Responsible for their own Act and deed and Responsible
to this Defendant as well and Account of his being the Ultimate Executor as
and Account of his being the Heir at Law and Residuary Legatee of the
said Pombalvie Lemaroo Coronadum Mordaliar But even if it were so
as the Complainant has stated this Defendant cannot perceive in what
Manner such Circumstance can in any wise be Advantageous to him
the Complainant or in what manner it is apt to the Suit now before this
Honble Court the Complainant did Business for the Estate of the said
Pombalvie Lemaroo Coronadum Mordaliar at the instance of some or One of
the Executors to the Amount according to his own shewing of seven hundred
and forty two Pagodas and Twenty three fanams and Received Nine hundred
and fifty One Pagodas and Eighteen fanams from the said John Snow
One of the said Executors Agreeable to his Statement thereof in the said
Exhibit **B** hereunto Annexed which he was Two hundred and Eight Pagodas
and four fanams more than he was entitled to receive and so he this
Defendant

Defendant as Executor Heir and Residuary Legatee now calls upon him the Complainant to refund together with the Interest due thereon as set forth in the said Exhibit A. hereunto Annexed. This Defendant Admits that he might have come to a final Settlement respecting the Affairs of the Estate of the said Pombahvie Comaroo Coroonadum Moodeliar Some time in the Month of November One Thousand Seven hundred and Eighty Six as far as could so be from Accounts delivered in by the said Executors and that under such Circumstances Mutual Releases might have Passed between them Subject as it is to be presumed in Reason and Equity to the Rectification of Errors or mistakes and such Releases might this Defendant Admits have been Signed on or about the Second day of the said Month of November aforesaid and that he did thereby Release the said John Snow as Executor as aforesaid and Admits that the Exhibit Annexed to the Complainants said Bill of Complaint might be a Copy of such Release but this Defendant does not by any means Admit that previous to the Signing thereof the aforesaid Sum of Five hundred and Ninety two Pagodas and Twenty three fanams were justly and truly Owing to the Complainant or any Part thereof on the Contrary as Already shewn by the Account Current of the said John Snow with the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar and the Account Current Annexed to the Complainant said Bill of Complaint that there remains a Ballance in favor of this Defendant as Executor Heir and Residuary Legatee of the said Pombahvie Comaroo Coroonadum Moodaliar Amounting with the Interest due thereon to the Sum of Five Hundred and Nineteen Pagodas Nine fanams and forty Cash. This Defendt. Saith that he might have required Taxed Bills from the Complainant Which he believes is customary and commonly done by the Executors of Estates and otherwise, but it would be unreasonable to Suppose he ever Promise to pay that which he did not Owe. This Defendant does not

deny

deny that such Taxed Bills were just he cannot take upon himself to Say they are or are not so, nor does this Defendant Admit that the Answer of the said John Snow in any wise Governs or ought to Govern this Defendts. Judgement. This Defendant Proceeds upon the Bills delivered into him by the Complainant and upon the Account Current of the said John Snow and from whence arises the Ballance already shewn by this Defendant to be in his this Defendants favor Amounting as herein before Set forth to the Sum of Five hundred Nineteen Pagodas Nine fanams and forty Cash.

All Which Matters and things this Defendant is Ready and Willing to Aver and Maintain and Prove as this Honble. Court shall direct and humbly Prays to be hence dismissed with his Reasonable Costs and Charges in this behalf most Wrongfully Sustained.

Annah Sammey

Sworn to before Me this
13th October 1788.

Edwd. Garrow
Mayor

J. Stuart Hall
Attly. for Defendant

A

D.r

Mr. Henry Dull Pury in Account Current with Anna Sawmy Executor of Pambahuie Camaroo Cooranadom Moodelliar Deceased Cr.

1784									1782								
May	31	To Cash Paid Vouby Mr. Johnson Exrx.							August	31	By Your Bill for Law Charges				349	9	
1782		of Pambahuie Camaroo Cooranadom Moodelliar	150						1783								
July		To Cash Paid Do. Do. Do.	801	18					February	20	By Do. Do.				33	6	
1788									April	1	By Do. Do.				61		
October	10	To Interest on the above Sums According to their	951	18					1784								
		Respective Dates @ 12 ℔ Cent ℔ Annum							October	20	By Do. Do.				45	30	
									1785								
									December	1	By Do. Do.				181	8	
									1786								
									February	1	By Do. Do.				47	15	
									1788								
											By for same Conveyancing				25		
									October	10	By Interest on the above Sums According to their Respective				742	23	
											Dates @ 12 ℔ Cent ℔ Annum						
											On Page 349 9	6	1	40	236	3	
											On Do. 33 6	5	7	20	22	18	
											On Do. 61	5	6	3	40	13	
											On Do. 45 30	3	11	20	21	33	60
											On Do. 181 8	2	10	9	62	5	40
											On Do. 47 15	2	8	9	15	12	20
															417	40	60
															1160	18	60
											By Balance				519	9	40
		Pagodas	1679	28											Pagodas	1679	28

Fort Saint George 10. October 1788.

Errors Excepted

Anna Sawmy

Executor of Camaroo Deceased

Wm. Cyrr. J. Stuart Hall

Atty for Defendt.

Dr. The Estate of Comaroo Moodeliar in Account

1778 September	5th	To Cash Advanced for Ceremony			125	" "
		To Cash Paid for Calculating the Will			50	" "
		To Cash Advanced Oya Lutchmy for the Expences of the Family Viz.t				
		1778 December 16th	400	" "		
		22	100	" " 200	" "	
		1779 January 9		100	" "	
		March 31		100	" "	
		April 30		100	" "	
		May 31		100	" "	
		June 30		87	" "	
		Augt 31		50	" "	
		Sept 30		125	" "	
		Octr 31		114	33 40	
		Novr 30		131	2 10	
		Decr 31				1207 35 50
		To Cash Paid the Conicoplys and Writers their Pay for 14 Months @ 20 Pagodas per Month			280	" "
		To Cash Paid Oya Lutchmy for the Expences of the Family Viz.t				
		1780 January 31		192	4 "	
		Feby 28		95	21 "	
		March 31		80	21 "	
		April 30		80	21 "	
		May 31		80	21 "	
		June 30		80	21 "	
		July 31		80	21 "	
		August 31 for September and October		240	" "	
		Novr 30		280	21 "	
		Decr 31		120	21 "	1331 4 "
		To Cash Paid the Writers and Conicoplys their Pay for 12 Months @ 20 Pagodas p Month			240	" "
		To Cash Paid Oya Lutchmy for the Expences of the Family Viz.t				
		1781 January 31st		120	21 "	
		Feby 28		80	21 "	
		March 31		80	21 "	
		April 30		80	21 "	
		May 31		80	21 "	
		June 30th		161	" "	
		Augt 31				684 " "

Carried Over Pagodas

B

Current with John Snow Cr.

1778 Decr	16th	By Cash Received of Lowcock on Account of Rubies	290	9	13
1779	22	By Do Received of Francis Blaney on Account of Pagoda Pramany	100	"	"
January	1st	By Cash Recd of George Moubray One p.Ct Con.s on the Concerning Consolidated Bond Wills Client	585	16	45
	16th	By Cash Recd of Massalamoney	300	"	"
Febry	1	By Cash Recd from Seerangum People for what was Advanced	60	"	"
March	"	By Cash Recd of Charles Edward Jones One per Cent on the Concerning Consolidated Bond with Client	199	"	"
		By Cash Recd of Charles Edward Jones One per Cent on the Concerning Consolidated Bond with Client	200	"	"
May	31st	By Cash Recd of Veera Rogavoyah on Account	50	"	"
		Do Do of Mylay Lutchmy Moodelly	11	"	"
		Do Do of Moodoo Reddy	10	"	"
			71	"	"
July	31st	By Cash Recd of Mylay Moodoo Comarayen	200	"	"
August	1st	By Cash Recd from Massalamoney	320	"	"
	31	By Cash Recd from Mylay Pommayen	9	"	"
Decr	1st	By Cash Received of Geo: Moubray One p.Ct Con.s on the Concerning Consolidated Bond with Client	585	16	45
	31	By Cash Recd of Dummarayah on Account	31	20	"
1780 January	1st	By Cash Recd from Francis Blaney on Account of Royal Pramany	100	"	"
March	31st	By Cash Recd from the Renter of the Garden	50	"	"
April	1st	By Cash Recd of Geo: Moubray One p.Ct Con.s on the Concerning Consolidated Bond with Client	585	16	45
	31st	By Do Do Do Do	585	16	45
May	31st	By Do Do Do Do	585	16	45
July	31st	By Do Do Do Do			

Carried Over Pagodas

		Brought Over Pagodas			
1778 December	22d	To Francis Slaney Paid him as Commission on Pag.s 100 Received on Account of Paupa Bramney	5	"	"
1779 January	9th	To Legacy Paid Palaney Coock to Comaroo ... 20 " "			
		Ditto ... Do. Muragappen Ditto ... 20 " "	40	"	"
		To Cash Advanced Seeringum People	60	"	"
		To Garden House Advanced Captn. Maule to Make Godowns	100	"	"
		To Cash Paid Persian Translator	2	"	"
March	31st	To Cash paid for Feeding Horse as pr. Bill	7	2	20
		To Do. for a Gollah with Letter to Arcott	"	29	20
		To Francis Slaney Paid him as Commissn. on Pag.s 100 Received on Account of Paupah Bramney	5	"	"
1780 March	31st	To Cash Paid Chas. Bomley for Opinion of Mr. Sulivan	100	"	"
May	31st	To Cash Paid Naraina Charoyer of what was Recd. from Veeragavoyahs	50	"	"
June	30th	To Cash Paid Chas. Flints Rama Naicks Attorney on Acct.	60	"	"
July	28th	To Cash paid Dawsonne Drake on Acct. James Wooley	14620	17	"
1781 January	31st	To Cash paid the Sheriff of the Mayor's Court as pr. Bill 20 27 "			
		To Do. Mr. Ewing for 1 pair of Wall Lamp & a Bougt. of Mr. Darke 6 24	27	9	"
May	31st	To Cash Paid Mr. Du Puy	150	"	"
		To Cash Paid the Writers and Conceoplys their pay for 2 Months @ 20 Pag.s pr. Month	240	"	"
		To Do. for Sundries as pr. Account Particular	271	10	70
		To Charles Bomley Advanced him for Court Expences	2085	22	8
		Pagodas	22867	4	8
1781 December	14th	To Balance as above	854	38	2
1782 March	31st	To Cash paid the Writers and Peons for January Feby. & March	69	"	"
July	"	To Cash paid Writers & Peons for April May and June	69	"	"
		To Cash Paid John Douglas	1747	21	48
		To Cash paid Henry Du Puy for Law Charges	801	18	"
			3537	35	50
	18th	To Balance Paid	346	27	"
		Pagodas	3884	20	50

Fort Saint George

		Brought Over Pagodas	4857	27	78
1780 July	31st	By Cash Borrowed of Mr. Douglas	15000	"	"
August	31st	By Cash Received from the Renter of the Garden	18	"	"
October	31st	By Ditto ... Ditto ... Ditto	22	"	"
November	30th	By ditto ... ditto ... Ditto	18	"	"
1781 March	31st	By ditto ... ditto ... ditto	11	"	"
		By Cash Received of Charles Bromley the Amt. of his Bond Principal ... 1000 " "			
		Interest on Do. from 16th Jany. 1776 to this day being 5 yrs. 2 mo. 5 dr. @ 10 pr. Cent pr. Annum ... 518 2 40	1518	2	40
		By Cash Received of Charles Bromley on Acct. of Lawrence Murphy the Amount of his Note Principal ... 280 " "			
		Interest on do. from 1st Septr. 1772 to this day being 8 mo. 6 dr. 2 @ 12 pr. Cent ... 287 19 40	567	19	48
			22012	8	6
1781 December	14th	By Ballance	854	38	2
		Pagodas	22867	4	8
1782 February	4th	By Cash Received of William Gordon on Account	554	"	"
July	"	By Cash Received for Joys Sold at Publick Outcry	3330	20	50
		Pagodas	3884	20	50

18th July 1782
E. E. pr. (Signed) John Snow

A true Copy
J. Stuart Hall
Atty. for Defendt.

Filed the 13th Octr 1788.

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Annah Sawmy of Madras Debash Executor to the last Will and Testament of Pombahvie Comaroo Cooroonadom Moodaliar deceased Under and by Virtue of an Order of this Honble Court that Henry Dupuy of Madras aforesaid Gentleman and One of the Attornies of this Honble Court Stands justly and truely indebted to Your Orator in the full and just Sum of five hundred and Nineteen Pagodas Nine fanams and forty two Cash Current Money of Madras Making in Sterling Money of Great Bretain at the rate of eight Shillings for every Pagoda the Sum of two hundred and Seven Pounds Thirteen Shillings and Seven Pence or thereabouts as will more fully and at large Appear by the ballance of an Account Current Annexed to Your Orators Answer to the Original Bill of Complaint of the said Henry Dupuy for the inspection of this Honble Court to which Your Orator begs leave to refer and prays the same may be Admitted as part of this his Bill of Complaint And Your Orator sheweth that some time in or about the Month of September which was in the Year of Christ One thousand Seven Hundred and seventy eight Pombahvie Comaroo Cooroonadom Moodaliar departed this life having first duly Made and executed his last Will and Testament therein and thereby nominating Your Orator his Heir and residuary legatee and constituting and Appointing Charles Edward Jones and John Snow Esquire of the Honble Company's Civil Service and Captain now Major George Maule of the Honble Company's Military Service Fremanum Arnachellam Moodaliar Davy Naig Moodaliar Balla Chengleroy Moodaliar Pungatore Chingleroy Moodaliar Sawmy Jah and Jah Sawmy Executors to his last Will and Testament until Your Orator should Arrive at Age and be himself enabled to transact and Manage the several Trusts Matters and things in the said last Will and

and Testament Set forth And Your Orator sheweth that the said Charles Edward Jones the said John Snow and the said George Maule Fremanum Arnachellum Moodaliar Davy Naigue Moodaliar Balla Chengleroy Moodaliar Pungatore Chengleroy Moodaliar Sawmy Jah and Jah Sawmy except Sawmy Eyer who did renounce the Office of Execution did duly Prove the said Will of the said Pombahvie Comaroo Cooranadom Moodaliar before the Kings Ordinary in this Honble Court and did thereby take upon themselves the burden of Executors and did continue to Act therein until some time in or about the Year One thousand Seven hundred and eighty Six when Your Orator Arrived at the age of twenty One Years and being then desirous of fulfilling the Intentions of the said Pombavie Comaroo Cooranadom Moodaliar as expressed in his said Last Will and Testament did resolve to take upon himself the Charge and Management of the said Estate and did for that purpose Cite the said Executors to bring the Probate of the said Will granted to them as above set forth into this Honble Court which they the said Executors Accordingly did and in consequence thereof some time in or about the Month of March in the Year of Christ One thousand Seven hundred and eighty six Probate of the said Will was granted to Your Orator who did therefrom enter into the Office of Executor to the last Will and Testament of the said Pombahvie Comaroo Cooranadom Mordelliar and Your Orator says that having thus possessed himself of the Necessary Authority to settle all Accounts and Concerns due and belonging to the said Estate of the said Pombahvie Comaroo Cooranadom Moodaliar the said John Snow having delivered in an Account Current with the Estate of the said Pombahvie Comaroo Cooranadom Moodaliar a Copy of which is Annexed to Your Orator's said Answer to Which Your Orator begs leave to refer and prays the same may be taken as part of this his Cross Bill in which Account amongst other Articles are

Are the following—

" 31. May 1781. To Cash paid Mr. Dupuy - - - 150 " " "

" July 1782. To Cash paid Henry Dupuy for Law Charges 801 " 18 " "

which two Sums added together making the Sum of Nine hundred and fifty one Pagodas and eighteen fanams and from whence together with the Interest due thereon arise the Ballance due to Your Orator as stated in his said Account Current and Your Orator further Sheweth that the said Henry Dupuy was employed previous to Your Orator becoming of Age in Sundry Law Suits on behalf of the said Estate of the said Pombahvie Comaroo Cooroonadom Moodaliar by some or one of the Executors thereof and that his Charges therefor Amounted According to his own estimation to the Sum of Seven Hundred and forty two Pagodas and twenty three fanams and Received from the said John Snow as One of the Executors of the Said Estate on Account of such Charges as Appears by the Statement in the Exhibit Annexed to Your Orator's said Answer 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 Cross Bill the Sum of Nine hundred and fifty One Pagodas and eighteen fanams so that he the said Henry Dupuy Obtained two hundred and eight Pagodas and four fanams more than by his own shewing he stood intitled to which together with the Interest due thereon amounts to the said Sum of five hundred and Nineteen Pagodas Nine fan^s and forty Cash for which Your Orator now brings this his Cross Action and for which said Sum of five hundred and Nineteen Pagodas Nine fanams and forty Cash he has frequently and in an Amicable Manner Applied to the said Henry Dupuy for payment thereof.

But now so it is May it Please this Honble Court the said Henry Dupuy Obstinately and wilfully refuses to pay

Pay the same or to give Your Orator any satisfaction touching or concerning the Premisses Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreeable to Equity and good Conscience To the End therefore that the said Henry Dupuy 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 and particularly that he the said Henry Dupuy may upon his Corporal Oath say whether he was not employed by some or one of the Executors of the last Will and Testament of the said Pombahvie Comaroo Cooranadom Moodaliar and who by name for or on Account of the said Estate in his profession as an Attorney of this Honble Court or how otherwise whether his Charges made in Consequence of being so employed are not those Set forth in his Bill of Complaint amounting to the Sum of Seven hundred and forty two Pagodas and twenty three fanams and whether he the said Henry Dupuy was ever otherwise employed for and on Account of the said Estate of the said Pombahvie Comaroo Cooroonadom Moodaliar than as so Set forth in his said Bill of Complaint and as stated in the said Account Current thereunto Annexed and whether he did not in consequence thereof Receive from the said John Snow as Executor to the said Estate of the said Pombahvie Comaroo Cooranadom Moodaliar the said Sum of Nine hundred and fifty One Pagodas and eighteen fanams and Generally that the said Henry Dupuy may Set forth and shew how and in what manner the said pretended Debt for the recovery of which he the said Henry Dupuy has filed his Bill in this Honble Court against Your Orator has arisen and grown due and lastly Your Orator prays that the said Henry Dupuy may be decreed to pay to Your Orator the said Sum of five hundred and Nineteen Pagodas Nine fanams and forty Cash together with such Interest as now is or as shall or may grow due thereon and all Costs of Suit.

May it Please this Honble Court to Cause

Cause the said Henry Dupuy to be Summoned and Required by the Sheriff of Fort Saint George Town of Madraspatnam and the Districts thereof Personally to be and Appear before this Honble Court at a Certain time and Place to be by this Honble Court Prefixed and Appointed 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 this Honble Court shall seem Meet.

J. Stuart Hall
Att^y for the Cross Compl^t

Filed 20th Jany 1789.

The Replication of Henry Du Puy of Madras Gentlement One of the Attornies of this Honble Court Complainant to the Answer of Annah Lawmy of Madras Dubash Executor to the last Will and Testament of Pombavie Comaroo Coronadum Moodellear Deceased Defendant

This Repliant Laving to himself all Advantages of Exception to the Defendants said Answer for Replication thereunto Saith that all and every the Matters and things in and 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 Settforth and declared And that the Answer of the said Defendant is untrue and insufficient in the law to be by this Repliant replied unto for divers Manifest imperfections and uncertainties therein Contained the Benefit of Exception whereunto being now and at all times saved unto this Repliant And this Repliant saith that he will justify and maintain that the said Defendant is justly and truly indebted unto him this Repliant in the full and just Sum of Five Hundred and Ninety two Pagodas and twenty three fanams in Manner and form by him stated in his Bill of Complaint, as the Defendant doth in his Conscience well know, and therefore this Repliant cannot be indebted unto the Defendant as Executor as aforesaid or otherwise, in the Sum of Five hundred and Nineteen Pagodas, Nine fanams and forty two Cash, as the Defendant hath falsely stated and Settforth in his said Answer, And in the pretended Account thereto Annexed, Notwithstanding the Defendant hath therein given this Repliant Credit for the full Amount Charged by this Repliant in the Debit side of this Repliant's Account Current Annexed unto his Bill of Complaint, And this Repliant therefore saith the said Demant by him the Defendant Alledged in his Answer, and upon which the Defendant hath filed his Cross Bill is Altogether Groundless And this Repliant Saith that the Defendant having taken upon himself the Execution of the said Last Will and Testament of the said Poombavie Comaroo Coronadum Moodelly, as by this Repliant Charged, and by the Defendant Admitted to have done so, he the said Defendant is in consequence thereof Answerable unto this Repliant for the Payment of his demand, Arising upon his several Bills of taxed Costs, as by him Charged in his Bill of Complaint, and in the Account Current thereunto Annexed And this Repliant saith, that the Suit, which is admitted by the Defendant, to have been commenced against John Snow and the Rest of the former Executors under the said Last Will and Testament was chiefly intended against the said John Snow, as having been the Acting Executor in the Affairs of the said Deceased, the Defendant in his Bill Praying that upon his giving to them a full ample and Sufficient Indemnification for and against all Claims thereafter made and unsettled, and Which thereafter might be made on him the said John Snow and the said Other Executors, he might be let into Possession of the said property Estate and Effects of the said Deceased, And this Repliant saith, that the same was instituted as an Amicable Suit by the Consent of the said Defendant and

and the said John Snow, for the purpose of the said John Snow being fully
exonerated by the Decree of this Honble Court, and also by the aforesaid
Indemnification tendered by the said Defendant of and from any future
Claims, that could be made upon him by the said Defendant or by any
Other person and for which purpose the said John Snow did enter into
a full detail of the Accounts of the Estate and of his Management therein,
as well as of the Sundry Debts Outstanding against the Estate of the said
Deceased, And this Repliant, sheweth that the said John Snow in his
Answer to the said Bill among other Debts owing by the Estate,
did include and specify this Repliants present demand upon the
Defendant, which he the said John Snow would not have done, with-
out that he had not known and was satisfied that the same was
justly due and owing — And this Repliant saith, that the Defendant was
Also satisfied with, and did know, as he now doth, that the said demand
Was and is justly due and owing, And this Repliant saith, that the
Defendant, being satisfied and well knowing the truth and justness of
the said Answer, did move that the said Suit should be sett down to be
heard thereon — And this Repliant saith that the Defendant is wrong
Advised, in sett forth, in his said Answer to this Repliants Bill, that he
Cannot allow, that because he moved to have the Suit heard on Bill and Answer,
that he, therefore Admitted the truth of the said Answer, And the several things
therein Contained, because it is the Rule and and practise of this Court and the
High Court of Chancery, that if a Complainant is satisfied with the Matters
confessed in a Defendants Answer, he may himself move that the Cause may
be sett down for hearing upon Bill and Answer, And in that Case the Compl.t
Must take the Defendants Answer to be true in all points — The Reason
Whereof this Repliant saith, is Very consistent, because the Defendant is thereby
cut off from entering into a proof of the Matters therein contained, except by
Such Proof thereof as is established by the Defendants Oath, which practice
Allows to be equal to One Witness, And cannot be Decreed against but
from

from the Testimony of two Witnesses — Therefore this Repliant saith, that the
Defendant having in his power and Option to Accept of the said Answer,
under the Testimony of the said John Snow's Oath, or to put him to further
Proof by Replying thereto and having declined so to do, the Defendant cannot
Now be Allowed to say, that he sett down the Matters and things therein
Contained to be Vague, uncertain and insufficient, and not to require any
Reply to Strengthen or further substantiate the several matters sett forth
in his Bill of Complaint, because this Repliant saith, that nothing con-
tained in the said Bill could be Substantiated or Supported but from
Such Parts of the said Answer as Admitted any Parts of the Bill, and all
Such parts of the Answer, as did Affirm or deny were Admitted to be true
or otherwise, for want of a Replication, And therefore this Repliant saith,
that the Defendant did not, nor could he move to sett down the said Suit
upon Bill and Answer, but from any other conviction, than that the
Several Matters and things therein contained were true, and this Repliant
Saith that as this is an Optional power, which practice only gives to a
Complaint, he of course cannot suffer any injury from such an election
of the mode which he himself has Adopted, of bringing his Cause to a hearing
And this Repliant saith that the Fact of this effect of the Law and practice
being established, he this Repliant did properly enforce the Arguments
Made use of in his Bill, to Strengthen his demand, and to shew the
litigiousness of the Defendant in refusing to pay it — And this Repliant
Saith that Nothing can operate stronger in favor of this Repliants
Claim than the Admission of truth of the said Answer, upon terms by
him the Defendant in his own Bill tendered and proposed, To Wit
to give a full and Ample Indemnification to the said John Snow and
the other Executors for and against all Claims thereafter made and
Unpaid were several Debts due by the Testator in his life time, which
have since been paid by the Defendant, And the Claims of the said Charles
Bromley

Filed 20th January 1789

The Cross Answer of Henry Dupuy of Madras Gentleman One of the Attornies of this Honble Court Defendant to the Cross Bill of Annah Sawmy of Madras Dubash Executor to the Last Will and Testament of Poombavie Comaroo Cooroonadum Moodelliar Deceased Cross Complainant.

This Cross Defendant Now and at all times hereafter Saving and Reserving unto himself all and all manner of benefit, and Advantage of Exception, that may be had and taken, to the many Untruths, Uncertainties insufficiencies and imperfections in the said Cross Complainants Cross Bill of Complaint Contained, for a full and perfect Answer thereunto, or unto so much thereof as it Materially Concerns this Cross Defendant to make Answer unto, he Answereth and Saith That he denies to be indebted unto the Cross Complainant as Executor as aforesaid or otherwise in the Sum of Five hundred and Nineteen Pagodas Nine fanams and forty two Cash or in any other Sum or Sums of Money as is falsely Sett forth by the said Cross Complainant in his said Cross Bill and in his Answer to this Cross Defendants Original Bill and in the Account Current thereto Annexed, But on the Contrary this Cross Defendant Saith, that the Cross Complainant doth stand justly and truely indebted unto him, this Cross Defendant in the Sum of Five hundred and Ninety two Pagodas and twenty three fanams According as the same is stated Sett forth and charged by this Cross Defendant in his said Original Bill and in the Account thereto Annexed And this Cross Defendant Saith that the Cross Complainant having taken upon himself the Execution of the Last Will and Testament of the said Poombavie Comaroo Cooroonadum Moodelliar deceased as by this Cross Defendant Charged in his said Original Bill, and by the Cross Complainant Admitted to have been done so, he the said Cross Complainant Admitted to have been done so, he the said Cross Complainant is in Consequence

Consequence thereof Answerable, unto this Cross Defendant for the payment of the said Sum of Five hundred and Ninety two Pagodas and twenty three fanams, Arising upon his Several Bills of taxed Costs, as by him Charged in his said Original Bill and in the Account Current thereto Annexed, and which the Cross Complainant doth well know to be Justly due and Owing And this Cross Defendant further Saith, that the Suit which was Commenced against John Snow and the other former Executors under the said Last Will and Testament by the Cross Complainant, was chiefly intended against the said John Snow as having been the Acting Executor in the Affairs of the said Deceased, the Cross Complainant in his said Bill Praying that, upon his Giving to them a full amply and Sufficient, Indemnification for and Against all Claims thereafter Made, and Unsettled, and which thereafter might be made on them the said John Snow and the other said Executors, he might be let into the Possession of the said Testators Property Estate and Effects of the said deceased And this Cross Defendant Saith that the Same was instituted as an Amicable Suit by the Consent of the said Cross Complainant and the said John Snow for the purpose of the said John Snow being fully exonerated by the Decree of this Honble Court and also by the aforesaid Indemnification tendered by the said Cross Complainant of and from any Claims then existing or which Might thereafter appear Against the said John Snow as having been Executor of the said Last Will and Testament of the said Poombavie Comaroo Cooroonadum Moodaliar And this Cross Defendant Sheweth that the said John Snow did in his Answer upon Oath to the said Bill Among other Debts at that time Owing by the Estate did include and Specify this Cross Defendant's present demand, upon the Cross Complainant Which he the said John Snow would not have done, without that he had known and was Satisfied that the same was justly due and Owing by the Estate instead of this Cross Defendant being indebted thereto

Cross Defendant Saith that the Sum of Five hundred Pagodas was Presented and given to this Cross Defendant by the said John Snow and George Maule as a Valuntary Gift, and Gratuity without any Sollicitation from him, after the determination of and Decree procured by this Cross Defendants means in a Certain Cause wherein he was employed by the said John Snow and George Maule against Ameer Ul Omrah Late Second Son of His Highness the Nabob of the Carnatick for a very Considerable Sum of Money and this Cross Defendant Saith that he was not restrained by any Law or practice from receiving the same under the Circumstances he hath before Settforth As the said John Snow and George Maule were best Judges what this Cross Defendant deserved from the Nature of the Suit and the extraordinary trouble he had therein, And how far he was deserving of further Sums of Money than are allowed by the Court to demand, And this Cross Defendant therefore Saith that the said Sum of Eight hundred and One Pagodas and Eighteen fanams having been Accounted for to the said Estate by the said John Snow this Cross Defendant Saith that the same ought not to be brought to Account against him And this Cross Defendant Saith that the Cross Complainant did well know that the same had been paid by the said John Snow in the manner by this Cross Defendant Settforth, And he did also know that he was indebted unto this Cross Defendant in further Sums of Money for business done by this Cross Defendant on Account of the Estate of the said Deceased and this Cross Defendant Saith that the Bills of Costs whereon he hath commenced his Action were taxed at the instance of the Cross Complainant upon this Cross Defendants demanding payment thereof And this Cross Defendant saith that the same and every of them is and are justly due and owing, and that he hath not directly or indirectly received from the said John Snow and George Maule or either of them or from any other person or persons whatever any Sum or Sums of

Money

Money on Account thereof, Saving and excepting the aforesaid Sum of One Hundred and fifty Pagodas for which he hath in the manner before settforth Given just and fair Credit And in Answer to several Interrogatories exhibited by the said Cross Complainant this Cross Defendant saith that he was employed by the afore Named John Snow and George Maule and by the other Executors Named in the Last Will and Testament of the said Poombavie Comaroo Cooroonadam Moodelliar in Sundry Suits and Concerns belonging to the Estate of the said Deceased According as the same are Settforth in his Bill of Complaint, the Charges whereof upon the same Severally According to Copies of taxed Bills delivered to the Cross Complainant as therein Also Settforth, do Amount of the Sum of Seven hundred and forty two Pag.s and twenty three fanams from which this Cross Defendant hath deducted the Sum of One hundred and fifty Pagodas for Cash Advanced by the said John Snow to pay for Copy of a Bill of Complaint filed by the said Paul Benfied Against the said John Snow George Maule and the other Executors of the said Will And this Cross Defendant Saith that he was moreover employed by the said John Snow and George Maule to draw out certain Deeds of a Very Special Nature between them and the Native Executors in the said Will mentioned for the purpose of Settling the Affairs of the said Estate, and also to Commence an Action Against Ameer Ul Omrah late Second Son of the Nabob of the Carnatick for a Very considerable Sum of Money by him owing to the Estate of the said Poombavie Comaroo Cooroonadum Moodelliar, for both which businesses this Cross Defendant did deliver Bills of Costs, the Separate Amounts whereof he doth not recollect, but that he delivered Bills of Costs for the same Amounting to Three Hundred and One Pagodas and Eighteen fanams But this Cross Defendant believes that the Bill in the said Suit against the said Ameer Ul Omrah did not Amount to Fifty Pagodas, and the rest was for Business done in bringing about an Accommodation between the

Native

Native Executors and the said John Snow and George Maule for their
Expences of Settling the Affairs of the Estate which employed this Cross
Defendant Several Months This Cross Defendant did deliver particular
Bills of Costs for the same to the said John Snow, and Which this Cross
Defendant shall be ready to prove by him, for the said John Snow hath
Delivered to the Cross Complainant, together with the rest of the papers
and Vouchers belonging to the Estate and discharges this Management
thereof And this Cross Defendant saith that he did never receive from
the said John Snow the Sum of five hundred Pagodas which the said
John Snow and George Maule did give and present unto this Cross
Defendant as a Voluntary Gratuity, Unsolicited from this Cross
Defendant after a Decree was Obtained and the said Suit against the said
Annee Ummaul was at an end and determined, as a Gift or Reward they
the said John Snow and George Maule did think this Cross Defendant
Worthy of and deserving for extraordinary trouble by him exerted in a
Suit of that Nature And which this Cross Defendant saith he was not
exempted or forbidden by any Law or practice from receiving but was and
is by Law and practice justified in receiving and taking And this
Cross Defendant saith that having fully and amply Answered to the
said Cross Bill and the Several Matters therein Contained, he humbly
prays to be forever Dismissed out of this Honble Court, and also to lay
before their Considerations the illiberal Litigiousness of the Cross Complainant
in Contesting his Demands, and setting up a false Unreal Opposition but, and
knowing the same to be false merely for the purpose of depriving this Cross
Defendant of his just Reward and Recompence for his trouble and labour
in the Affairs of the Estate, and therefore prays that this Honble Court
Will be pleased to shew their displeasure at such unfair and dishonest
Proceedings by taxing the Cross Complainant with the exemplary Costs.

And

All which Matters and things this Cross Defendant is
ready and Willing to Aver Maintain and Prove as this Honble Court
shall direct and Humbly prays to be hence dismissed with his
reasonable Costs and Charges in this behalf most Wrongfully Sustained

H. Dispuy
this Cross Defend^t

Sworn to in Court
this 20th Jany 1739
James Taylor
Reg^r

Filed 10th March 1739

The Rejoinder of Jeremiah Sawrey
of Madras Durbash Executor to the Last
Will and Testament of Pembalavie Lemaroo
Coromandeen Mordaliar Deceased Defendant
To the Replication of Henry Du Pury of
Madras Gentleman One of the Attorneys
of this Honble Court Complainant.

This Defendant Now and at all times hereafter saving
and Reserving unto himself all and all manner of benefit and Advantage
of Exception to the many insufficiencies and uncertainties of the said
Replication of the Complainant for Rejoinder thereunto saith that this
Defendant to said Answer is true certain and sufficient in the Law to be
Replied unto as in and by his said Answer he hath already said and doth
and will at all times Aver maintain and prove all and every Matters
and things therein contained to be true Certain and sufficient in such
Manner and for such Purposes as therein is Alledged and expressed
And this Defendant saith that the Replication of the said Complainant
is evasive and insufficient in the Law to be Rejoined unto by this Defend^t

for

For divers Reasons and unexceptionable Matters Causes and Things in the Said Defendants Cross Bill of Complaint Contained and Shewn the Defendant Answering thereto saith that he denies and by this his said Answer he has Already denied that this Defendant is indebted to the Complainant in the Sum of Five hundred and Ninety two Pagodas and Twenty three Fanams as set forth in this said Bill of Complaint or in any other Sum of Money but on the Contrary avers that the Complainant stands justly and truly indebted unto this Defendant in the Sum of Five hundred and Nineteen Pagodas Nine Fanams and forty Cash and for which this Defendant has brought this Cross Action against the Complainant in this Honble Court this Defendant further Answering saith that he did Admit as in and by this his said Answer he has Already Admitted that the Charges Made by the Complainant as stated in and Account Current Annexed to his said Bill of Complaint may be true and therefore has given him Credit Accordingly in the Account Current Annexed to and made Part of his this Defendants said Answer and which Admission this Defendant humbly Conceives is sufficiently evident to prove to this Honble Court that he never was by fair Statement to Taking there of the Assertions of the Complainant to Act According to the Strict Principles of Equity consequently the Charges of the Complainant in opposition to the demand Alledged in this Defendants said Answer and upon which he has brought this Cross Bill must be void without any kind of foundation now and urged only to the View of depriving this Defendant of his Just Right for this Defendant Solemnly Declares that he has done no more than to take upon him the same as were charged by the said John Snow in his Capacity of Executor to the Estate of the said Pambalwie Camaroo Coroomadum Moodaliar to have been paid to this Complainant for and on Account of Law Charges and Compearing thereon with the payment demanded and sued by him against the said Estate to strike the Ballance Arising thereby as set forth in this this Defendants Answer and as brought forward against the Complainant in this this Defendants Cross Bill of Complaint this Defendant Saith that

that he is Ready and Willing at all times to discharge the several duties incumbent on him as Executor to the Last Will and Testament of Pambalwie Camaroo Coroomadum Moodaliar and it is clear that he has shewn this intention so to do by the Complainant in having given him full Credit in the said Account Current Annexed to this Defendants said Answer for every Sum arising from the several Taxed Bills of Cost as he himself has stated them in this said Bill of Complaint and in the Account Current thereunto Annexed as due and owing to him from this Defendant as Executor as aforesaid, but whilst this Defendant thus fairly went and Readily Acceded to the Charges of the Complainant no Just or consistent Objection could be offered to his bringing forward his Opposition thereto such Sums as had been Paid to him the Complainant Out of the Estate of the said Pambalwie Camaroo Coroomadum Moodaliar by John Snow then Acting Executor to the said Estate and previous to this Defendant Taking upon himself the management thereof and from which Sums this Defendant has drawn a Ballance Amounting to the said Sum of Five hundred and Nineteen Pagodas Nine Fanams and forty Cash had this Defendant Viewed at different Time of Conduct had he paid the Remittances made by the Complainant of the said Sums of Five hundred and Ninety two Pagodas and Twenty three Fanams When he knew there was a Ballance due from him to the said Estate of the said Pambalwie Camaroo Coroomadum Moodaliar he would have incurred the severest censure for such injurious Prodigality and been criminally conjust to the Estate of himself and to his Friends But in order to Testify his Disposition now to render every equitable Assignment for the benefit of the Complainant this Defendant says that if the Complainant can by Copies of Taxed Bills Set forth and Shew how and in what manner the Estate of the said Pambalwie Camaroo Coroomadum Moodaliar became indebted to him in the Sums particularized as follows in the Account Current between the said Estate and the said John Snow and Referred to by this Defendant

in

For Errors Defects and Imperfections therein Contained And this Defendt
saith that he denies as is and by his said Answer he has Already denied
that he is indebted to the Replicant in the Sum of Five hundred and Ninety
two Pagodas and Twenty three fanams as set forth in his said Bill of
Complaint or in any other Sum of Money but on the Contrary Avers that
the Replicant stands justly and truly indebted unto this Defendant in
the Sum of Five hundred and Nineteen Pagodas Nine fanams and forty
Cash and for which this Defendant has brought his Cross Action against
the Replicant in this Honble Court this Defendant said further doth Admits as
in and by his said Answer he has Already Admitted that the Charges
Made by the Replicant as stated in his Account Current Annexed to his
said Bill of Complaint may be true and therefore has given him Credit
Accordingly in the Account Current Annexed to and made part of with
his this Defendants said Answer and which Admissions this Defendt
humbly Conceives is sufficiently evident to prove to this Honble Court
that he came by fair Statement to take nothing therefore the Assertions of the
Replicant to be Act according to the Strict Principles of Equity consequently
the Charges of the Replicant in opposition to the Demand Alledged in this
Defendants said Answer and upon which he has brought this Cross
Bill must be without any kind of foundation and urged only to the
View of depriving this Defendant of his Just Right for this Defendant
Solemnly Declares that he has Resolve more than to take such Sums
as were charged by the said John Snow in his Capacity of Executor to the
Estate of the said Pumbalwie Lemaroo Cerovnadunna Mordaliar to have
been paid to the Replicant for and on Account of Law Charges and Com-
pearing therewith the pretended Demand set up by him against the
said Estate strike the Ballance Arising thereby as set forth in this this
Defendants Answer and as brought forward against the Replicant
in this this Defendants Cross Bill of Complaint this Defendant Saith
that

that he is Ready and Willing at all Times to discharge the several Duties incu-
mbent on him as Executor to the Last Will and Testament of Pumbalwie
Lemaroo Cerovnadunna Mordaliar and it is clear that he has shewn this in the
Transactions to be done by the Replicant in having given him full Credit in the said Account
Current Annexed to this Defendants said Answer for every Sum arising from
his several Taxed Bills of Cost as he himself has stated them in his said
Bill of Complaint and in the Account Current thereunto Annexed as due
and owing to him from this Defendant as Executor as aforesaid, but with out
this Defendant thus fairly met and Readily Acceded to the Charges of the
Replicant no Just or consistent objection could be offered to his bringing for-
ward and Opposition thereto such Sums as had been Paid to him the Replicant
Out of the Estate of the said Pumbalwie Lemaroo Cerovnadunna Mordaliar by
John Snow then Acting Executor to the said Estate and previous to this Defendant
taking upon himself the management thereof and from which Sums this
Defendant has drawn a Ballance Amounting to the said Sum of Five hundred
and Ninety two Pagodas Nine fanams and forty Cash that had this Defendant
Turned all to present Use of Conduct that he paid the Remainder made by the Replicant
of the said Sum of Five hundred and Ninety two Pagodas and Twenty three fanams
When he knew there was a Ballance due from him to the said Estate of the
said Pumbalwie Lemaroo Cerovnadunna Mordaliar he would have incurred the
severest censure for such injurious Prodigality and been criminally amjust
to the Estate to himself and to his Friends But in order to Testify his Desire
to render every equitable Arrangement for the benefit of the Replicant
this Defendant says that if the Replicant can by Copies of Taxed Bills, Set
forth and Shew how and in what manner the Estate of the said Pumbalwie
Lemaroo Cerovnadunna Mordaliar became indebted to him in the Sums
particularized as follows in the Account Current between the said
Estate and the said John Snow and referred to by this Defendant

in

For divers defects and imperfections therein Contained And this Defendt
saith that he denies as in and by his said Answer he has Already denied
that he is indebted to the Repliant in the Sum of Five hundred and Ninety
two Pagodas and twenty three fanams as set forth in his said Bill of
Complaint or in any other Sum of Money but on the Contrary Avers that
the Repliant Stands justly and truly indebted unto this Defendant in
the Sum of Five hundred and Nineteen Pagodas Nine fanams and forty
Cash and for which this Defendant has brought his Cross Action against
the Repliant in this Honble Court this Defendant saith he Admits as
in and by his said Answer he has Already Admitted that the Charges
Made by the Repliant as stated in an Account Current Annexed to his
Said Bill of Complaint may be true and therefore has given him Credit
Accordingly in the Account Current Annexed to and exhibitted with
his this Defendant's said Answer and which Admission this Defendt
humbly Conceives is Sufficiently evident to prove to this Honble Court
that he means by fair Statements taking therefor the Assertions of the
Repliant to Act According to the Strict Principles of Equity consequently
the Charge of the Repliant in opposition to the demand Alledged in this
Defendant's said Answer and upon which he has brought his Cross
Bill must be without any kind of foundation and urged only to the
View of depriving this Defendant of his Just Right for this Defendant
Solemnly declares that he has done no more than to take such Sums
as were charged by the said John Snow in his Capacity of Executor to the
Estate of the said Pombahvie Comaroo Coroonadum Moodaliar to have
been paid to the Repliant for and on Account of Law Charges and Com-
-paring them with the present demand set up by him against the
Said Estate strike the Ballance Arising thereby as set forth in his this
Defendant's Answer and as brought forward against the Repliant
in his this Defendant's Cross Bill of Complaint this Defendant Saith
that

that he is Ready and Willing at all times to discharge the several Duties incu-
-mbent on him as Executor to the Last Will and Testament of Pombahvie
Comaroo Coroonadum Moodaliar and it is clear that he has shewn his Inten-
-tion so to do by the Repliant in having given him full Credit in the said Account
Current Annexed to this Defendant's said Answer for every Sum arising from
his several Taxed Bills of Cost as he himself has stated them in his said
Bill of Complaint and in the Account Current thereunto Annexed as due
and owing to him from this Defendant as Executor as aforesaid, but whilst
this Defendant thus fairly met and Readily Acceded to, the Charges of the
Repliant no Just or consistent objection could be offered to his bringing for-
-ward in Opposition thereto such Sums as had been Paid to him the Repliant
Out of the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar by
John Snow then Acting Executor to the said Estate and previous to this Defendant's
taking upon himself the management thereof and from which Sums this
Defendant has drawn a Ballance Amounting to the said Sum of Five hundred
and Nineteen Pagodas Nine fanams and forty Cash had this Defendant
Pursued a Different line of Conduct had he paid the demant made by the Repliant
of the said Sum of Five hundred and Ninety two Pagodas and twenty three fanms
When he knew there was a Ballance due from him to the said Estate of the
Said Pombahvie Comaroo Coroonadum Moodaliar he would have incurred the
Severest censure for such injurious Prodigality and been criminally unjust
to the Estate to himself and to his Friends But in order to Testify his disposi-
-tion to render every equitable Arrangement for the benefit of the Repliant
This Defendant says that if the Repliant can by Copies of Taxed Bills, Set
forth and Shew how and in what manner the Estate of the said Pombahvie
Comaroo Coroonadum Moodaliar became indebted to him in the Sums
Particularised as follows in the Account Current between the said
Estate and the said John Snow and Referred to by this Defendant
in

in his said Answer, that is to Say—

31st May 1781.	To Cash paid Mr. Du Puy	150.	" "
" July 1782.	" Cash paid Mr. Henry Du Puy for Law Charges	101.	18. "

then and in that Case this Defendant will Chearfully Allow and Pay the demand made by the Repliant and now before this Honble Court but if it should prove otherwise and the Repliant be unable to Produce the Vouchers this Defendant requires then and in that Case this Defendant humbly insists that the Repliant has grounded his Action against this Defendt for the said Sum of Five hundred and Ninety two Pagodas and Twenty three fanams upon a Partial and unjust Account Current having Omitted Careying to the Credit side thereof the Sums Actually received by him out of the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar as Set forth in the said Account Current given in by the said John Snow as above mentioned and as stated in the Account Current Annexed to this Defendants said Answer and that therefore the Repliant ought to be Adjudged to Pay to this Defendant as Executor as aforesaid the said Sum of Five hundred and Nineteen Pagodas Nine fanams and forty Cash the Just Ballance of his Account with the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar this Defendant cannot help expressing his Surprise that the Repliant should continue to urge the Bill of Complaint filed by this Defendant against the said John Snow and the rest of the former Executors and the Answer they gave into this Honble Court thereto as an Argument in support of his pretended Claims for this Defendant says that the several things therein contained are by no Means Pertinent to the matter in Question for whatever might have been Set forth in the said Answer relative to the debts due to the Repliant from the said Estate of the said Pombahvie Comaroo Coroonadum

Moodaliar

Moodaliar Yet a final Adjustment thereof could never take Place but by a reference to the Books and Accounts of the said Estate it is well known no Ballance can be struck but by a Comparative Review between receipts and disbursements and as this Defendant had not seen the Accounts of the said Estate at the time When the said Bill and Answer were filed it was not Possible he could know whether any One Statement in the said Answer of the said John Snow Was or was not Just and Regular and Particularly whether the demand set up by the Complainant and specified in the Answer of the said John Snow Was owing to him out of the said Estate or otherwise and even Although this Defendant might have been satisfied as the Repliant Asserts that the Demand now set up was just Yet such Satisfaction if ever expressed could Not have excluded him this Defendant from the Right of uniestigation into the Accounts of the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar Whenever an Opportienity offered for that Purpose to rectify any Errors that Might Appear therein and learn whether they contained any thing that Might be Offered as a set off against the said demands of the Repliant but so far from having ever been satisfied that such demand was Just this Defendt Always entertained the strongest doubts of it existence and the moment he obtained the Account of the said John Snow herein beforementioned and Referred to he found a Ballance due from the Repliant to the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar and which with Interest thereon forms the said Sum of Five hundred and Nineteen Pagos Nine fanams and forty cash herein before particularly mentioned and as Set forth in this Defendants said Answer and Cross Bill this Defendant Says in Opposition to the declaration of the Repliant that he was not wrong Advised when he stated in his Answer to the Repliants said Bill of Complaint that he could not Allow he Admitted the truth of the said Answer of the said John Snow and the several things therein Contained by moving to

have

have the said Suit set down to be heard upon the Bill and Answer because as in
Admitting so much he must have proceeded Contrary to his knowledge and
Judgement, therefore when this Defendant moved to have the said Suit set
down upon the Bill and Answer it was under a Presumation that the most
Material parts of the said Answer were such as would promote this
Purpose as Suggested in the said Bill of Complaint and that other parts
of it were either too weak or too trifling to be worthy Notice and too uncer-
tain or insufficient to Require a Reply a Circumstance that produces a
Sufficient Reason why Exceptions were not filed against it and why this
Defendant did not Reply thereto but even Admitting which this Defendt
by no means Admits that the Matter will Respect to the said Bill and
Answer was exactly as the Replicant has stated it Yet it can have nothing
to do with the Subject now in Litigation before this Honble Court this Defendt
was desirous of entering on the Management of the said Estate of the said
Pambahvie Comaroo Coroonadunna Modaliar the said John Snow was
equally desirous to relinquish it Thus the Parties well understood themselves
and in order to Accommodate each other the said Suit was rather than
Replicant Says so much to Oppose was instituted but which Order was given con-
trary to its intention against this Defendant and which furnishes
another Argument why the Replicant ought to have been silent on the
Subject, for whatever might have been proposed had the Cause been carried
by this Defendant it was done away and fell to the Ground on a Decree
being given against them This Defendant Admits that several Debts
Contracted by the said Pambahvie Comaroo Coroonadunna Modaliar in his
life Time were paid by this Defendant after he came into the Management
of the Estate of the said Pambahvie Comaroo Coroonadunna Modaliar and
that Amongst the Number might have been the Claims of Charles
Bromley but in Paying such Debts he proceeded under a Certainty of
their being Justly due as he had previous thereto Examined the Books and
Accounts belonging to the said Estate and had they not been Examined this
Defendant in Satisfying such Claims committed a Devastavit that is one
Reason why he should add to his imprudence and Commit another by
Satisfying also the said Demands of the Replicant This Defendant saith
that there is one Remarkable Passage in the Replication of the Replicant
who Admits the Receipt of the Sum of One hundred and fifty Pagodas
from the said John Snow and George Maule as Executors to the Estate of
the said Pambahvie Comaroo Coroonadunna Modaliar and Sets forth the
said Pambahvie Comaroo Coroonadunna Modaliar and Sets forth the
Business done there for he then Admits to have Received from them a further
Sum of Eight hundred and One Pagodas and Eighteen Fanams but denies that
the same was on Account of any of the Bills of Cost with which he has Charged
this Defendant because he says that he delivered Bills to the said John
Snow and George Maule for sundry other Business and Affairs by him
done and Transacted as a Conveyancer in Respect of the Affairs of the said
Estate Amounting to the Sum of Three hundred and One Pagodas and
Eighteen Fanams and that he did at the same time Receive from the said
John Snow and George Maule the Sum of Five hundred Pagodas as a
Voluntary Gift from them Whether such Gift was or was not made by
the said John Snow and George Maule to the Replicant is to this
Defendant in no wise material as he has nothing to do with the Transacti-
ons of such Descriptions; he proceeds upon the Statement given in by
the said John Snow as Executor to the Estate of the said Pambahvie
Comaroo Coroonadunna Modaliar and therefore is bring forward Accts
in check to the Demands made by the Replicant and therein is Cause
of Complaint of shews to this Honble Court that the Replicant is indebted
to this Defendant as Executor as aforesaid upon a Ballance fairly drawn
as above mentioned in the said Sum of Five hundred and Nineteen
Pagodas

Pagodas Nine fanams and forty Cash. This Defendant says he has no Vouchers
Whatever relative to the Matter now before this Honble Court in any degree
Serviceable to the Repliant or otherwise save and except such as he has already
Produced and with respect to the evasive and Ambiguous declaration of the
Repliant that he has not directly received from the said John Snow and
George Maule any Sum of Money on Account of the said Taxed Bills for the
Amount of which he has brought his Action against this Defendant. This
Defendant says that whether he the Repliant did or did not receive any
Sum of Money from the said John Snow or from any other of the Executors to
the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar either
Directly or indirectly for the particular Purpose of Payment or for or on
Account of the said Bills of Cost Yet his the Repliants having received a Sum
of Money from such Executors or either of them it will in equity and in
Reason be construed as Specifically Paid for and on Account of the said Bills
of Cost if he has it not in his Power to Produce other Bills for which such a Sum
of Money was so Advanced. This Defendant says that he cannot suffer him=
=self to be Amused by the Circumstance the Repliant has thought proper at
last to bring forward in order to Account for the Ballance Charged against
him by this Defendant because such Circumstance can have no foundation
in Reason or in common sense and is equally illegal and improper for
it is Ridiculous and absurd to Suppose that the said John Snow and
George Maule or either of them would make a present of a Sum of Money
to the Repliant and leave a debt due to him nearly the Amount of Such
Present unpaid nor can he this Defendant Allow of any Voluntary Gift
of Five hundred Pagodas granted by the said John Snow or any other of the
Executors to the said Estate of the said Pombahvie Comaroo Coroonadum
Moodaliar had they or either of them really granted it to the Defendant
And this Defendant says that if they or either of them did present the
Repliant

Repliant with such the said Sum of Five hundred Pagodas it must have
been on Account of Transactions of their own and in no manner connected
With or relative to the Concerns of the said Estate for it is not to be Supposed
that Executors would Venture to make a Voluntary donation out of the
Assets of their Testator and if it had been a Voluntary donation as the
Repliant Asserts the said John Snow would under that discription have
Accounted for it with this Defendant; but in the Accounts delivered in
by him the said John Snow of the said Estate of the said Pombahvie Comaroo
Coroonadum Moodaliar when delivering over the Charge thereof to this
Defendant he states pointedly and positively as herein beforementioned
all Payments made to the Repliant to have been so made "for Law Charges"
Which does not Accord with the Idea of a Voluntary Donation however
even had a Gift been Actually made by the said John Snow or any other of
the said Executors to the Repliant Yet it cannot Affect the matter now
before this Honble Court which on the part of the Repliant shews a debt
due to him from this Defendant as Executor as aforesaid and on the
Part of this Defendant a Ballance due and owing from the Repliant
Under all these Circumstances this Defendant saith that the said
Sum of Eight hundred and One Pagodas as set forth in this Defendants
Said Answer and Cross Bill of Complaint is fairly legally and equitably
brought in Opposition to the demands of the Repliant whose decla=
=ration of Belief that this Defendant has in his possession Vouchers
relative to the matter in Question other than those Already mentioned
is intirely without foundation. And as to the Assertion of the Repliant
that he hath not directly received from the said John Snow or George
Maule any Sum of Money on Account of the said Taxed Bills. This
Defendant says whether the said John Snow and George Maule or either
of them have or have not Advanced any Sums of Money to the Repliant
on

Own Account of the said Jaard Bills is of no Consequence to this Defendant as he defends himself and makes his Charges upon a regular Account current as annexed to his said Answer and therein referred to and as set forth and charged in this Cross Bill of Complaint This Defendant denies every unjust and vexatious charge of Litigiousness or false Accounts and solemnly Avers that he is governed by no other motive than that of Acting for the Good of the Estate of the said Pambatwie Camaroo Coronadum Mooda-liar and seeking that Justice which is due to him as Executor Heir and Residuary Legatee thereto

All which Matters and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and humbly Prays as he has Already Prayed in his Answer

J Stuart Hall
Att^y for Defend^t

Filed 10th March 1789

The Cross Replication of Annah Jaumy of Madras Dubash Executor to the Last Will and Testament of Pambatwie Camaroo Coronadum Modaliar Accused Cross Complainant To the Cross Answer of Henry Dupuy of Madras Gentleman One of the Attorneys of this Honble Court Cross Defendant

This Cross Replicant Now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the manifold insufficiencies and Uncertainties in the Cross Defendants said Cross Answer contained for Replication thereunto Saith

Saith that all and every the Matters and things in and by his said Cross Bill of Complaint already charged and declared 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 the Cross Answer of the said Cross Defendant is untrue and insufficient in the Law by this Cross Replicant to be Replied unto for divers manifest imperfections and uncertainties therein contained The Benefit of Exception whereunto being now and at all times saved unto this Replicant he this Cross Replicant says that he will Justify and maintain that the said Cross Defend^t is justly and truly indebted unto him in the full and just Sum of Five Hundred and Nineteen Pagodas Nine Fanams and forty Cash in manner and form as by him stated in his said Cross Bill of Complaint as the said Cross Defendant is thoroughly convinced of and Nothing this conscience well knows and therefore this Cross Replicant cannot be indebted to the Cross Defendant in the Sum of Five Hundred and Ninety two Pagodas and Twenty three Fanams as he has unjustly Charged in this Original Bill of Complaint against this Cross Replicant and falsely averred in the said Cross Answer to this Cross Replicants said Cross Bill This Cross Replicant says it is very true that he did take upon himself the Executorship of the Last Will and Testament of the above named Pambatwie Camaroo Coronadum Modaliar in manner and under the Circumstances as set forth in this Cross Replicants said Cross Bill of Complaint but denies that he is therefore Answerable to the Cross Defendant for the Payment of the said Sum of Five Hundred and Ninety two Pagodas and Twenty three Fanams arising upon his said Jaard Bills of Cost as by him charged in his said Original Bill of Complaint and in the Account Current thereunto Annexed This Cross Replicant Admits as in and by his Answer to the Cross Defendants Original Bill of Complaint he has already Admitted that the said Charges may be just and has therefore given

Given him the Cross Defendant credit therefor in the Account Current
Annexed to and exhibited with this Cross Repliants said Original Answer,
and which Admission the Cross Repliant humbly conceives is Suffici-
-ently evident to prove to this Honble Court that he meant and means
by fair Statements taking therefor the Assertions of the Cross Defendant
to act According to the strict principles of Equity consequently the Charge
of the Cross Defendant in Opposition to the demand Alledged in this
Cross Repliants said Original Answer and upon which he has
brought his Cross Bill must be without any kind of foundation and
Urged only with a View of depriving this Cross Repliant of his Just
Right for this Cross Repliant solemnly declares that in Arranging the
Accounts of the Cross Defendant he has done no more than to take such
Sums as were charged by the said John Snow in his Capacity of Executor
to the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar to
have been paid to the Cross Defendant for and on Account of Law
Charges and Comparing them with the demand set up by the Cross
Defendant in his said Original Bill of Complaint against the said
Estate strike the Ballance arising thereby as set forth in his this Cross
Repliants Original Answer and as brought forward against the
Cross Defendant in his this Cross Repliants said Cross Bill of Com-
-plaint This Cross Repliant saith that he is ready at all times to
discharge the several Duties incumbent on him as Executor to the
Last Will and Testament of the said Pombahvie Comaroo Coroonadum
Moodaliar and it is clear that he has shewn his Intention so to do
by the Cross Defendant in having given him full Credit in the said
Account Current for every Sum arising from his several Taxed Bills
of Cost as he himself has stated them in his said Original Bill of
Complaint and in the Account Current thereunto Annexed as due and
Owing

Owing to him from this Cross Repliant as Executor as aforesaid but whilst
this Cross Repliant thus fairly meets and readily Acceded to the Charges of the
Cross Defefendant no Just or consistent objection could be offered to his
bringing forward in Opposition thereto such Sums as had been paid to
him the Cross Defendant out of the Estate of the said Pombahvie Comaroo
Coroonadum Moodaliar by the said John Snow the Acting Executor to
the said Estate and previous to this Cross Repliants taking upon him-
-self the Management thereof and from which Sums this Cross Repli-
-ant has drawn a Ballance Amounting to the said Sum of Five
hundred and Nineteen Pagodas Nine fanams and forty Cash had
this Cross Repliant pursued a different line of Conduct had he paid
the demand made by the Cross Defendant of the said Sum of Five hundred
and Ninety two Pagodas and Twenty three fanams when he knew
there was a Ballance due from him the Cross Defendant to the said
Estate of the said Pombahvie Comaroo Coroonadum Moodaliar he would
have incurred the severest Censure for such injurious Prodigality and been
Criminally unjust to the said Estate to himself and to his friends but in
Order more fully to shew his disposition to render every equitable Arran-
-gement for the Benefit of the Defendant this Cross Repliant says that
if the Cross Defendant can by Copies of Taxed Bills set fort and shew how
and in what manner the Estate of the said Pombahvie Comaroo Coroonadum
Moodaliar became indebted to him in the Sums Particularised as follows in
the Account Current between the said Estate and the said John Snow and
Referred to by this Cross Repliant in his said Original Answer and Cross
Bill, that is to Say

31st May 1781.	To Cash paid Mr Du Puy	150	" "
" July 1782.	" Cash paid Mr Henry Du Puy for Law Charges	801	18 "

then and in that Case this Cross Repliant will waive his present just Claim
and Chearfully Allow and pay to the Cross Defendant the demand set up
by

by him in his said Original Bill of Complaint; but if it should prove
Otherwise and the Cross Defendant be unable to produce the Vouchers this
Cross Repliant now requires them and in that Case this Cross Repliant
humbly insists that the Cross Defendant has grounded his said Original
Action against this Cross Repliant for the said Sum of Five hundred
and Ninety two Pagodas and Twenty three fanams upon a partial
and unjust Account Current having Omitted carrying to the Credit
Side thereof the Sums Actually received by him out of the said Estate of
the said Pombahvie Comaroo Coroonadum Moodaliar as Set forth in
the said Account Current given in by the said John Snow as above
Mentioned and as stated in the Account Current Annexed to this
Cross Repliant's said Original Answer and that therefore the Cross
Defendant ought to be Adjudged to pay to this Cross Repliant as Executor
as aforesaid the said Sum of Five hundred and Nineteen Pagodas
Nine fanams and forty Cash the just Ballance of his Account with
the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar
This Cross Repliant cannot help expressing his Surprise that the Cross
Defendant should urge in his said Cross Answer in the same manner as
done in his Original Bill of Complaint and Replication as an Argu=
=ment in support of his pretended Claims the Bill of Complaint filed
by this Cross Repliant against the said John Snow and the other of the
former Executors and the Answer the said John Snow gave unto this
Honble Court thereto for this Cross Repliant Says that the Several things
therein Contained are by no means pertinent to the Matter now before
this Honble Court; as whatever might have been Set forth in the said
Answer relative to the debts due to the Cross Defendant from the said
Estate of the said Pombahvie Comaroo Coroonadum Moodaliar Yet a final
Adjustment thereof could never take place but by a Reference to the

Books and Accounts belonging to the said Estate for it is well known
and universally understood indeed it impossible it should be otherwise
that a Ballance cannot be struck but by a Comparative review between
Receipts and disbursements and as this Cross Repliant had not seen at
the Period in which the said process commenced it was impossible for
him to know whether the Cross Defendant had or had not any real Claim
thereon and it was equally impossible under such Circumstances that
he could know whether any One Statement in the said Answer of the
Said John Snow was or was not just and regular and particularly whether
the demand now set up by the Cross Defendant and specified in the Answer
of the said John Snow was due and owing to him out of the said Estate
or otherwise this Cross Repliant says there is a Strange inconsistence in
the Assertion of the Cross Defendant that the said John Snow would
undoubtedly have paid the said Sum of Five hundred and Ninety two
Pagodas and Twenty three fanams to him the Cross Defendant if he had
Money in his hands belonging to the Estate to pay the same at the time
that he delivered over the Charge of the said Estate to this Cross Repliant
for the Cross Defendant has declared that the said John Snow and George Maule
did make him the Cross Defendant a Voluntary donation of Five hundred
Pagodas and it will Appear Very strange that they should give away such
a Sum of Money and not have it in their power to pay a bonâ fide debt due
to the Cross Defendant to whom such Donation was made nearly the Amount
of the donation itself. This Cross Repliant solemnly declares he did not
know at the time the release Alluded to by the Cross Defendant was executed
that the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar
Was indebted to the Cross Defendant in the said Sum of Five hundred
and Ninety two Pagodas and Twenty three fanams or in any other Sum
of Money on the Contrary this Cross Repliant Always entertained the
Strongest

Strongest doubts of the reality of the existence of such debt and the moment he obtained the Accounts from the said John Snow herein before mentioned and referred to he found a Ballance due from the Cross Defendant to the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar and which With the Interest thereon forms the said Sum of Five hundred and Nineteen Pagodas Nine fanams and forty Cash herein before set forth thereupon this Cross Repliant in Repetition says that he never did know that there was any Sum of Money whatever due from the said Estate to the Cross Defendant nor Was he at any time satisfied with Reports that might have been made to him to that purport and even Although this Cross Repliant might have expressed a Satisfaction thereof as the Cross Defendant Asserts Yet such Expression could not go to a Seclusion of Right in this Cross Repliant to investigate the Accounts of the said Estate of the said Pombahvie Comaroo Coroonadum Moodaliar and if such had been the intention of the said John Snow if he meant to render this Cross Repliant Accountable for any Unwarrantable Act done by him while in the office of Executor Previous to this Cross Repliants entering thereon by prevailing on this Cross Repliant to Sign any Release or Indemnification to that end it Was aiming at an unjustifiable Advantage and such as this Honble Court which decides upon the Principles of Equity and good Conscience Must regard as a stride towards unjustice and treat it Accordingly This Cross Repliant Admits that he did move this Honble Court to have the said Suit instituted by him as aforesaid against the said John Snow heard upon Bill and Answer but denies that he was thereunto induced from a conviction of the Truth of the said Answer nor is the insinuation of the Cross Defendant to that effect consistent with reason on the Contrary it must Appear that this Cross Repliant conceived the said Answer to be such as his purposes went to and Requiring no Replication by which to Weaken its Statements and add a necessary strength to this Cross

Repliants said Cross Bill and further Substantiate the several Matters and things therein Contained so that the Benefit the Cross Defendant Would wish to derive from the Circumstance must appear upon a Candid and impartial investigation as merely imaginary and such as cannot avail him in any Court either of Law or Equity This Cross Repliant says that the Cross Defendant hath not Accounted for the said Sum of Eight hundred and One Pagodas and Eighteen fanams nor is the Acknowledgement of the said John Snow in his said Answer which the Cross Defendant brings forward as Corroborating matter to his declaration thereon of any force whatever indeed this Cross Repliant is astonished that the Cross Defendant should have introduced it as of Advantage to his Interest in the present instance for exclusive of every other consideration the Acknowledgement is only of the negative kind and this Cross Repliant was under the Necessity of making a construction of his own to render it an Acknowledgement at all as he himself Says the said John Snow Acknowledged it in his said Answer by declaring therein that the Estate of the said Pombahvie Comaroo Coroonadum Moodaliar did still remain indebted unto the Cross Defendant in the Sum of Five Hundred and Seventy Pagodas and thirty three fanams therefore giving it every force it Amounts to Nothing for the said John Snow like other Man is not infalliable and Consequently his Statements were in common With the Statement of others liable to Error and Subject to correction This Cross Repliant says that the manner in which the Cross Defendant treats the Subject of the said Sum of Eight hundred and one Pagodas and Eighteen fanams is really curious he denies that the same or any part thereof was paid by the said John Snow or received by him the Cross Defendant on Account of his present demand or of the Bills of Cost wherewith he has charged this Cross Repliant for this Cross Repliant says that he the Cross Defendant did or did not receive the said Sum of Eight hundred and One Pagodas and Eighteen fanams or any

Other

Utterly at a loss in forming an Opinion as to the Business done in bringing
About an Accommodation between the Native Executors and the said Pelon
Snow and the said George Maule for this Cross Replicant says that if they
differed Amongst themselves they themselves ought in Justice forward
the Negociation which might have been employed in restoring them to
an Amicable Understanding without otherwise in such Case an
Estate might be ruined the fair Creditor be deprived of his Right
and the distressed Legatee consigned to misery This Cross Replicant
Says that he never did receive from the said Pelon Snow or any other of
the Executors to the Estate of the said Pambalvie Camaroo Coroonadumma
Moodaliar any further or other Vouchers relative to the Matter now
before this Hon.ble Court save and except those Already Produced Therefore
and under the several Circumstances herein Set forth This Cross Replicant
Saith that the said Sum of Eight Hundred and One Pagodas and Eighteen
Fanams as stated in this Cross Replicants said Original Answer and
now in this Cross Bill of Complaint is fairly legally and equitably
Charged in this Cross Bill of Complaint is fairly legally and equitably
brought in Opposition to the Demands of the Cross Defendant This Cross
Replicant denies every ungenerous Charge of illiberal Litigiousness and
Setting up false Demands in Opposition to the Demands made by the
Cross Defendant merely for the purposes of depriving him of his just
Reward and Recompense for this Cross Replicant solemnly avers that
in contesting the said Original Suit brought against him by the Cross
Defendant and in Commencing the present Cross Action against the
Cross Defendant he has been and is governed by no other Motives nor
has he any other Views than those which point to the benefitting of
the said Estate of the said Pambalvie Camaroo Coroonadumma Moodaliar
and doing himself Justice as Executor Heir and Residuary Legatee
thereto

All which Matters and Things this Cross Replicant is

is ready and Willing to Aver Maintain and Prove as this Hon.ble Court
shall Direct and Humbly Prays as in and by his said Cross Bill of Com-
plaint he hath Already Prayed

J. Stuart Hall
Att.y for Rep.t

Filed the 5th May 1789

The Cross Rejoinder of Henry Dudley
of Madras Gentleman one of the Attorneys of
this Hon.ble Court Original Complainant
and Cross Defendant To the Cross Replication
and Cross Defendant of Runa Sawmy of Madras Dubash Executor
of the Last Will and Testament of Pambalvie
Camaroo Coroonadumma Moodeliar Deceased
Original Defendant and Cross Complainant

The said Cross Defendant Now and at all times
hereafter Saving and Reserving unto himself all and all manner of bene-
fit and Advantage of Exception to the Manifold insufficiencies and Incer-
tainties in the said Cross Replication contained for Rejoinder thereto saith
this Cross Answer is true certain and Sufficient in the Law to be Replied
unto in such Manner and form as the same are therein and thereby
Set forth and Alledged and that the said Cross Replicants Replication is
very evasive and insufficient in the Law to be Rejoined unto by this
Cross Defendant for divers Defects and Imperfections therein contained
And for further Rejoinder this Cross Defendant saith that he will
Justify and maintain that the said Cross Complainant doth stand justly
and truely indebted unto him in the full and just Sum of Five Hundred
and Ninety two Pagodas and twenty three Fanams, as the same is justly
and Stated and Charged by him in his Original Bill of Complaint, and

by

by the different proceedings on his part had, And the Cross Repliant pretending that this Cross Defendant is indebted unto him in the Sum of Five hundred and Nineteen Pagodas Nine fanams and forty Cash is Very false and Untrue as the Cross Repliant Well knows.

And this Cross Defendant Saith that the Cross Repliant having Admitted his Bills of Taxed Costs to be just, he ought to pay the same and Not to Sett up against him, Sums for which he has Already Accounted, and Which were not paid on Account of the said Taxed Bills, except the Sum of One hundred and fifty Pagodas for which this Cross Defendant hath given due Credit in his Account annexed unto his Bill of Complaint and this Cross Defendant denies that it Appears by the Accounts of the said John Snow that this Cross Repliant was or ought to be Accountable for the said Sum of Eight hundred and One Pagodas and Eighteen fanams in his Reckoning upon the Bills of Costs for which he has filed his Bill of Complaint because the same was paid him for business before done, as appears by the fraction of the said Sum and the date at which the same was paid, which was Antecedent to the Charges for the Bills of Costs for which this Cross Defendant hath commenced his Action And this Cross Defendant Saith that it doth not Appear that the Cross Repliants Conduct, in the present Suit, hath been Such as he was compelled to Observe, but on the contrary this Cross Defendant Maintains that the same has proceeded from a litigious and unjust Spirit And this Cross Defendant Saith that he hath fully and fairly Accounted with the said John Snow and George Maule for the said Sum of Eight hundred and One Pagodas and Eighteen fanams in the manner by him Settforth, in his Cross Answer and in his Replication to the Defendts Answer to his Original Bill It is therefore absurd in the Cross Repliant to Require taxed Bills for the same, and Require that the same Should be Sett off against business for which he hath not been paid And this Cross defendant Saith that nothing can demonstrate in a

Clearer

Clearer light to this Honble Court that the View of the Cross Repliant is litigious and Vexatious than his disallowance of the confession of the said John Snow of the Justness of this Cross Defendants demand in his Answer upon Oath And this Cross Defendant Saith that the Said Answer did contain an Account, Shewing that the said several Sums of One hundred and fifty Pagodas, and Eight hundred and One Pagodas and Eighteen fanams had been paid to this Cross Defendant for Law Charges And did also Sett forth that the Sum of Five hundred and Seventy Pagodas and thirty three fanams was still due unto this Cross Defendant therefore the whole of the said Transaction Was before the said Cross Repliant, by the said Answer, and did not Require any Reference as is pretended to Books in Order to come to a final Adjustment And the Cross Repliant Must have know therefrom that this Cross Defendants Claim was Very just And it cannot be Supposed that this Cross Defendant would Sett up a false Account, as the same Could be so well detected by the said John Snow and Major Maule, Who are both within the Jurisdiction of this Honble Court, and Could have furnished the Cross Repliant with any Satisfaction he might Require Respecting the Same, if it had been his View to obtain it which does not Appear to be the Case but on the Contrary the Cross Repliant Neglecting this information, hath only had in View how he might defraud this Defendant of what he justly knows to be his due, by Setting up Receipts of Money Accounted for, against just Charges upon Taxed Bills not Accounted for This Cross Defendant Saith that there is not any inconsistency in his Assertion that the said John Snow Would have paid him the Amount of his demand if he had had Money in his hands belonging to the Estate to pay the same, at the time, he delivered over the Estate to the Cross Repliant, because the Cross Repliant Saith, this Defendant hath declared that the said

John

John Snow and George Maule did make him a Voluntary donation of
Five hundred Pagodas, which the Cross Replicant Saith it appears very Strange
that they should give away such a Sum of Money and not have it in their
Power to pay a Bona fide Debt, which the Cross Replicant Saith was nearly
the Amount of the Debt. And by way of Rejoinder Whereto, this Defendant
Saith, that the said Observation is made merely with a View to perplex;
because it appears that the said John Snow and George Maule did pay unto
this Cross Defendant the Sum of Eight Hundred and One Pagodas and Eighteen
Fanams in which the said Five hundred Pagodas is included, for business
done in July One Thousand Seven hundred and Eighty two, And it appears
by the proceedings that the said John Snow did not deliver over the Charge
of the Estate to the Cross Replicant until November One Thousand Seven
hundred and Eighty Six upwards of four Years afterwards. This Cross Defendant
Saith that the Cross Replicant must have known at the Time that Mutual
Releases passed between the said John Snow and him in the said Months of
November One Thousand Seven hundred and Eighty Six that the Estate
was indebted to him this Cross Defendant, because it did not appear by
any subsequent Account that the Sum Acknowledged to be due unto this Cross
Defendant by the said John Snow's Answer in September One Thousand Seven
Hundred and Eighty five, had been paid him, consequently he must have
known, that the said Sum so Acknowledged was justly due and owing and the
Cross Replicant could not obtain any Account from the said John Snow which
could shew that the Estate was not indebted, but on the Contrary. And this Cross
Defendant Saith that he hath given a just and fair Account of the Receipts of the
said Eight Hundred and One Pagodas and Eighteen fanams. And that he hath shewn
that the same was not in Account of this present Demand. And this Cross
Defendant Saith, that the Cross Replicant having Admitted of the injustice of
the said Bills, and that the same were passed at his Special Instance, he
is in Law and Justice bound to pay and discharge the same and this

Cross

Cross Defendant Saith that he hath shewn that he did deliver Bills of
Costs to the said John Snow and George Maule for the Sum of three hun-
dred and One Pagodas and Eighteen fanams, And that the Account
thereof has been duly Stated and Settled between him and the said John
Snow and George Maule. And this Cross Defendant Saith that he verily
believes that the said Cross Replicant is in Possession of the said Bills of Costs,
from being so informed by the said John Snow. And this Cross Defendant
Saith, that he hath not any Account thereof he would produce a Copy But
this Cross Defendant hath done his utmost to obtain the said Bills by
Praying at Different Times that the Cross Replicant might produce the same,
which he hath declined doing and hath not given any Satisfaction for
his not delivering in the same to this Honble Court, therefore it must
be presumed, that he hath them in his Possession, with the other papers
Delivered by the said John Snow, but that he declines bringing the same
forward for the better Purpose of concealing the Truth and Justness of this
Cross Defendants Demand.

And this Cross Defendant Saith, that he was not
Prohibited by any Law or practice from Receiving the said five hundred
Pagodas from the said John Snow and George Maule and that the
not material to him to what Account the same is brought to by
them, but insists that he was legally entitled to Receive the same,
And is not bound to Account therefore to the Cross Replicant or to any
Person whatever. And this Cross Defendant lastly Saith that he will
Maintain that the said Sum of Eight hundred and One Pagodas
and Eighteen fanams, was not Received by him or paid by the said
John Snow and George Maule on Account of the said Bills of Costs
for which he has brought this Action, nor for any part thereof but
that the same and every part thereof are justly due and owing. And this
Cross Defendant Saith, that the Cross Replicant hath disputed paying
the said Demand merely from Vexatious and Litigious Spirit, as

Evidently

Evidently Appeares by the Charges on the Debit side of this Account being
Already Accounted for, and proved to be so by him, and are Antecedent
to this Bills of Costs Notwithstanding which the Cross Replicant hath
further from the same unjust Motives, and the better to colour this fictious
demand, Accumulated the same by the Additions of Seven hundred and
twenty eight Pagodas and Ten fanams Interest thereon All which
this Cross Defendant Refers to the Consideration of this Honble Court and
Prays as in and by his Original and Cross Answer he hath Already
Prayed And as to any other Matter or thing contained in the said Cross
Replication wherein to this Cross Defendant he has not Replied he saith that
the same are untrue, evasive frivolous and insufficient for him to
Rejoin unto

All which Matters and things this Cross Defendant
is ready and Willing to Aver Maintain and prove as this Honble Court
shall direct and humbly prays as in and by his said Cross Answer he
hath Already Prayed

Hy Dupuy
Atty for Defendt

Interrogatories to be Administered to
Such Witnesses as shall be produced Sworn
and Examined in a Certain Cause and Cross
Cause now depending and at Issue in the
Honble the Mayors Court at Madras patam
Wherein Henry Dupuy one of the Attorneys
of the said Court is the Original Complainant
and Cross Defendant, and Runadawey of
Madras

Madras Merchant Heir of Pombavie
Camaroo Corronandum Moodelliar
Deceased, and Now Sole Executor and
Sole Residuary Legatee of the Last Will
and Testament of the said Deceased
Original Defendant and Cross Complt
On the Part and behalf of the
Original Complainant and Cross
Defendant

To all the Witnesses

1st Do You know the Parties Original Complainant
and Cross Defendant, and Original Defendant and Cross Complai-
nant in the Title of these Interrogatories Named If Yea how long
have You so known them or either and which of them Declare

John Shaw

2d Was You or was You not One of the European Executors named
in the Last Will and Testament of the Deceased Pombavie Camaroo
Corronandum Moodelliar in the Title of these Interrogatories Named,
during the Minority of the above Named Original Defendant and
Cross Complainant If Yea, did or did not the said Original Defen-
dant and Cross Complainant Sometime and when, in the Year of
Our Lord One Thousand Seven hundred and Eighty four, give out and
declare that he had then Attained the age of Twenty one Years If Yea
Whether he did or did not then make Application to You as Acting
Executor, and to George Maule Freemann and Annachellum Moodelliar
Davy Naick Moodelliar Balla Chengelroyalu Moodelliar, Pungatoor
Chengelroy Moodelliar and Ayalu Sawmy, Executors named, and
Who had proved the said Will, for the Delivery of the Accounts of and
the Estate of the said Deceased, Remaining in Your hands and
Whether or no did or did not the said Original Defendant and
Cross Complainant Sometime in the Year One Thousand Seven
hundred

Hundred and Eighty five filed a Bill of Complaint Against You and the
Aforenamed Executors If Yea did or did not the said Original Defendant
and Cross Complainant in his said Bill Tender a full or any and what
Indemnification for and against all Claims thereafter to be made and
unsatisfied on You and the said Executors upon being let into Possession of the
Property Estate and Effects whereof the said Testator died Seized or otherwise
to that purport and Effect. did You or did You not put in an Answer to
the said Bill giving an Account of Your said Executorship. If Yea whether
Was or was not the said Original Defendant and Cross Complainant Satis-
fied therewith, and whether was or was not the said Bill and Answer
Setled down for hearing by the said Original Defendant and Cross Complainant

Did You or did You not Acknowledge in Your said Answer that
the Original Complainant and Cross Defendant had a demand on the
Estate of the said Estate for Several Bills of Costs Amounting to the Sums of
Five hundred and Seventy Pagodas and Thirty three Fanams or any other
and what demand for Bills of Costs for Business done for the Estate.
If Yea whether the same was due and Owing by the said Estate to the said
Original Complainant and Cross Defendant and whether the said
Original Defendant and Cross Complainant was or was not informed
thereof and did know the same Declare the same as You know have
heard and do believe

To Ditto 3d Did You and the said Original Defendant and Cross Com-
plainant or not, Come to any and what final Settlement, Sometime
over or about the Month of November One Thousand Seven hundred and
Eighty Six. Respecting the Affairs of the Estate of the said Pombavie
Camaroo Coronadum Modelliar Deceased If Yea whether Mutual
or any and what Releases were or were not then or at any other time
Executed and Signed by You and the said Original Defendant and Cross
Complainant If Yea Look upon the Paper Writing now produced and
Shewn to You at this the time of Your Examination Marked A.
Purporting

Purporting to be a Counter Part of a Release between the said Original
Defendant and Cross Complainant under the date of the Second day
of November One Thousand Seven hundred and Eighty Six for is not
the same a true Copy of the aforesaid Release executed by and between
You and the said Original Defendant and Cross Complainant did
or did not the the Original Complainant and Cross Defendant draw
Out the same at Your instance and Request. Declare the same as
You know have heard and do believe

To Ditto 4th Look at the Account Current now shewn to You at this the
time of Your Examination Marked B. Purporting to be an Account
Current between the Estate of the said Pombavie Camaroo Coronadum
Modelliar Deceased and the said Original Complainant and Cross
Defendant of Sundry Articles of Bills of Fees in Sundry Suits and
other Matters Charged by the said Original Complainant and Cross
Defendant to be due and owing unto him. did You or did You
not employ him in the said Suits and Business According as the
Same are Charged in the said Account or how otherwise in Your
Capacity as Acting Executor of the said Last Will and Testament of the
said Pombavie Camaroo Coronadum Modelliar Deceased previous to
the date of the aforesaid Release, whereto You were before interrogated.
Were or were not the said Several Articles or any of them due and owing
by the said Estate at the time of Your Signing and Executing the said
Release and whether any other and what Sum or Sums of Money
were paid by You or any other person or persons and whom by name
on Account of the said Bills of Costs otherwise than is or are Credited
in the said Account Current If Yea why and for what Cause or
Reason was or was not the same paid by You previous to Your Signing
up the Execution of the said Estate and whether at that time You had
or had not Assets in Your hands Remaining to pay the same or any
Part

Part thereof and whether if Your said Assets be Sufficient You Would or Would not have paid the same

Do You know whether the Original Defendant and Cross Complainant did or did know that the said Sum or any and what Part thereof was or was not at the aforesaid time due and Owing by the said Estate If Yea did You or did not Rely upon or otherwise believe that he would pay the same were or were not any other and what Bills of Costs due and Owing to any Attorny or Attornies and who by Name And to what Amount, by the said Estate at the time of Your executing the said Release If Yea whether did or did not the Original Defendant and Cross Complainant, by himself or by any other person or persons and whom, pay the same and what is the Cause and Reason as You know, have heard and do believe that the said Original Defendt and Cross Complainant hath not paid the said Original Complainant and Cross Defendant Bills

To Dillo---3rd---Did You or did You not pay unto the Original Complainant and Cross Defendant sometime in the Year of Our Lord One Thousand Seven Hundred and Eighty Two or when the Sum of Eight Hundred and One Pagodas and Eighteen Fanams, on Account of Law Charges or on what Account If Yea declare whether the same was or was not for Business done and Settled by him and Account of the said Estate and for what Business particularly and whether the same had or had not any and what Connexion or Relation with the Business done Settled and Charged for by him in the aforesaid Account Current, where to You have before been interrogated Did You or did You not give him an Account to the Malabar Executors of the said Last Will and Testament of the said Estate, some time in the Month of July One Thousand Seven Hundred and Eighty Two aforesaid If Yea whether was or was not the

Said

Said Sum of Eight Hundred and One Pagodas and Eighteen Fanams Paid the Original Complainant and Cross Defendant placed to the Debit of the Estate of the said Testator for Law Charges or how If Yea whether the same was or was not Allowed and Approved of by them for the Purposes therein expressed and by You before declared

Also declare whether the said Account Current was or was not a part of Your Answer filed to the said Bill of Complaint Exhibited by the said Original Defendant and Cross Complainant declare

To Dillo---6th Was or was not any and what part of the said Sum of Eight Hundred and One Pagodas and Eighteen Fanams paid by You unto the said Original Complainant and Cross Defendant previous to the Business for which the same was so paid or after, the same was done and finished and whether was the same freely and Voluntarily paid or at the Demand and Solicitation of the said Original Complainant and Cross Defendant and whether any and what Bill or Bills of Costs were delivered for the same or any part thereof and to what Amount

To Dillo---7th Hath or hath not the Original Defendant and Cross Complainant at any and what time since the Commencement of the present Cause and Cross Cause demanded or Required from You any Satisfaction or other Matter Relating to the Original Complainant and Cross Defendant Account and demand whereto You have been before interrogated and whether You Could or Could not or would or would not have given him every or any Satisfaction touching the matters Relating thereto declare

To Dillo---8th 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 the Original and Cross Cause that Tend to the Benefit or Advantage of

of the Original Complainant and Cross 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.

Wm Dupuy
Atty for Compt.
Cross Defendant

Filed the 28th November 1786.

To all to whom these Presents shall come Annah Sawmey of Madras Merchant and Heir of Poombavie Comaroo Cooroonada Moodaliar Deceased Ultimate Executor and Residuary Legatee Named in the last Will and Testament of the said Deceased sends Greeting Whereas John Snow of Madras Esquire was Nominated and Appointed together with Sundry other person temporary Executors of the said last Will and Testament that is to say untill the said Annah Sawmey should attain the Age of Twenty One Years and Whereas the said John Snow did as Executor as aforesaid take out Probate of the said last Will and Testament and did Act under the said Probate in all matters relating to the Affairs and Concerns of the Said Deceased's Estate And Whereas the said Annah Sawmey having Attained the said Age of Twenty One Years did Apply unto the Honble Mayor's Court at Madras to the end that the probates granted to the said John Snow and the other Executors of the said last Will and Testament might be brought unto the said Court and be Revoked and that Probate might be Granted to him as the sole Executor in the said Will Authorized upon his Attaining the said Age of twenty One Years and Whereas the said Probates were thereupon Revoked and Probate granted to the said Annah Sawmey And Whereas the said John Snow and Annah Sawmy the now sole Executor as aforesaid have on the day of the date hereof made up and Adjusted all Accounts Matters and things of and concerning all Monies received paid and discharged by the said John Snow as temporary Executor as aforesaid and of and concerning all other the Estate of or belonging to the said Poombavie Comaroo Cooroonada Moodalier Deceased which have been received or come to the hands or disposition of the said John Snow and upon Adjusting the same there Appears to be remaining in the hands of the said John Snow to Wit.

N.4. Bill of Sale of the House Situated in the Alley at Chennatombe Moodaly Street.

5. Ditto - - - of a House Situated at Vellapah Moodaly
6. Ditto - - - of a Do - - - Do at Chandrapah Naigs Street
7. Ditto - - - of a Do - - - Do at Chennatomby Moodalys Street
Acknowledgement of George Moubray of an Interest in a new Consoli Dated Bond of Pagd 176200 being 58733.12. "

Which said Acknowledgement and said Several Bills of sale the said John Snow hath on the day of the date hereof delivered over unto the said Annah Sawmey the Receipt Whereof the said Annah Sawmey Doth hereby Acknowledge and the same being the only Estate or Assets remaining in the hands of the said John Snow as temporary Executor under the said Last Will and Testament as aforesaid and due and belonging to the said Annah Sawmey as Residuary Legatee and now Sole Executor as aforesaid he the said Annah Sawmey doth hereby as Residuary Legatee and Now Sole Executor as aforesaid for himself his Heirs Executors and Administrators remise Release and for ever discharge the said John Snow his Executors and Administrators of and from the said Accounts and of and from all Accounts Matters and things of and Concerning the said Estate and his Management thereof and of and concerning the Execution of the said last Will and Testament and of and from all Actions Suits Judgements Executors Claims and Demands for or concerning the same or for or Concerning the Estate or Effects of the said Poombavie Comaroo Cooroonada Moodalier Deceased And the said Annah Sawmey Doth hereby for himself his Executors and Administrators Covenant promise and Agree

Agree to and with the said John Snow as temporary Executor as aforesaid his Executors and Administrators that he will at all times hereafter well and Sufficiently keep and save harmless and indemnified and Discharged the said John Snow as Temporary Executor as aforesaid his Executors and Administrators from all demands Actions Suits Costs Charges and Damages, Whatsoever that shall or may at any time or times hereafter be Made Commenced Sued or Prosecuted or which heretofore have been commenced and are Stil depending or which are now Commenced and depending Against him as Temporary Executor of the said last Will and Testament of the said Poombahvie Comaroo Cooroonada Moodaliar Deceased In Witness Whereof He the said Annah Sawmey as Residuary Legatee and sole Executors as aforesaid hath hereunto set his Hand and Seal in Fort St. George this Second day of November One Thousand Seven hundred and Eighty Six

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

(Signed) Annah Sawmey (L.S.)

(Signed)
Charles Baker
Balla Chitty

Registered upon the Records of the Hon.ble the Mayor's Court at Madraspatnam this 28th November 1786.

(Signed)
James Taylor
Regr.

true Copy
Hy. Dupuy
Atty. for Compt.t & Cross Defendant

This

This Exhibit Marked A was shewn to Mr. John Snow at the time of his Examination before me on the Part of the Original Complainant and Cross Defendant In a Certain Cause now depending In the Hon.ble the Mayor's Court at Madraspatnam wherein the said Henry Du Puy is the Original Complainant and Cross Defendant and Annah Sawmey Heir and now Sole Executor and Sole Residuary legatee of the Last Will and Testament of Poombavie Comaroo Cooroonadum Moodeliar Deceased is the Original Defendant and Cross Complainant was on the 15th day of September Anno Domini 1789.

Joseph Shawe
Exr.

Dr. { Annah Sawmy Sole Executor of Last Will and Testament of Pombavie Comaroo Coronada Moodelliar Deceased in Account Current with Henry Du Puy } Cr.

1782 August	31st	To the Amount of my Fee Taxed by the Register in a Cause Wherein Paul Benfield by his Attorney Hall Plumer Were Complainant and George Maul and John Snow European Executors of Comaroo Deceased were Defendant	349	9	"
1783 February	20th	To Do. Do. in a Cause wherein Tremanum Arnachellum Davy Naick and Iyah Sawmy Native Executors of Comaroo Deceased and Guardians to his Heir at Law by his Attorney Paul Benfield Esqr. were Complainants and John Douglas Esqr. is Defendant	33	6	"
April	7th	To Do. Do. in a Cause wherein Vardapilla is Complainant and George Maule and John Snow European Executor of Comaroo Deceased are Defendant	61	"	"
1784 October	20	To Do. Do. in a Cause wherein Tremanum Arnachellam Davy Naick and Iyah Sawmy Executors of Comaroo and Guardians to his Heir at Law are Complainants and and John Snow George Maule are Defendant	45	30	"
1785 December	1	To Do. Do. in a Cause wherein Annah Sawmy Heir of Comaroo Deceased is Complainant and John Snow is Defendant	181	8	"
1786 January	24th	To Do. Do. in a Cause wherein Charles Bromley is Complainant and John Snow one of the Executors of Comaroo is Defendant	47	15	"
November	2	To Drawing out Release between You and Mr. John Snow the former Executor	25	"	"
		Pagodas	742	23	"

Fort St. George 27th

By Cash Received in Part	150	"	"
By Ballance due the Amount whereof taxed as per Contra at Your instance was demanded by delivering You Copies of the said Bills taxed on the 27th day of December 1787	592	23	"
Pagodas	742	23	"

January 1787

Hy. Du Puy
True Copy
Hy. Du Puy
Atty. for Compl.t & Cross Defend.t

This

This Exhibit Marked **B.** was shewn to Mr. John Snow at the time of his Examination before me on the Part of the Original Complainant and Cross Defendant In a Certain Cause now depending In the Honble the Mayors Court at Madras pattanam wherein the said Henry Du Puy is the Original Complainant and Cross Defendant and Anna Sawmy Heir and now Sole Executor and Sole Residuary Legatee of the Last Will and Testament of Pembavie Camaroo Coroonadunna Mondelliar Deceased is the Original Defendant and Cross Complainant was on the 5th Day of September Anno Domini 1789

Joseph Shawe
Esq

Between Henry Du Puy one of the Attornies of the said Court in the Original Complainant and Cross Defendant, and Anna Sawmy of Madras Merchant Heir of Pembavie Camaroo Coroonadunna Mondelliar Deceased, and now Sole Executor and sole Residuary Legatee of the Last Will and Testament of the said Deceased Original Defendant and Cross Complainant

Mayors Court Madraspattanam

On the Part of the Original Complainant and Cross Defendant

Depositions of Witnesses taken in this Cause duly and before the Examiner in this Court as follows Viz.

Mr John Snow Senior Merchant in the Service of the United East India Company Aged Thirty Seven Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Complainant and Cross Defendant was on the fifteenth day of September One Thousand Seven hundred and eighty Nine Examined at the Office of Mr James Stewart Hall who is Attorney for the Original Defendant and Cross Complainant by Caspar Swing Servant who also left with a Note of the Interrogatories Name Jeffs and Places 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 Original Complainant and Cross Defendant Henry Dupuy in this Cause, and that he hath so Known him about Twenty One Years and that and that he doth Know the Original Defendant and Cross Complainant Anna Sawmy in this Cause, and that he hath so Known him Twelve Years or thereabouts And more the said to this first Interrogatory.

2d ---- To the Second Interrogatory this Deponent saith, that he was One of the European Executors Named in the Last Will and Testament of the deceased Pembavie Camaroo Coroonadunna Mondelliar in the Articles of those Interrogatories Named during the minority of the above named Original Defendant and Cross Complainant and further saith, that the said Original Defendant and Cross Complainant did sometime in the Year of Our Lord One Thousand Seven hundred and Eighty Seven or One Thousand Seven hundred and eighty five give out and Declare, that he had then Attained the Age of Twenty One Years. This Deponent saith, that the said Original Defendant and Cross Complt did then make application to him, this Deponent, as Acting Executor, and to George Maul, Freemanum Annachellum Mondelliar, Davy Naick Mondelliar, Balla Chengelroyah Mondelliar Pungalor Chengelroy Mondelliar, and Ayah Sawmy, Executors named and who had proved the said Will for the delivery of the Accounts of, and the Estate of the said deceased, remaining in the hands of this Deponent to the said Original Defendant and Cross Complainant and further saith, that the said Original Defendant and Cross Complainant did sometime in the Year One Thousand Seven hundred and Eighty five, file a Bill of Complaint against him, this Deponent and

And the aforementioned Executors. This Deponent saith, that the said Original Defendant and Cross Complainant in his said bill, did tender a full indemnification for and against all Claims thereafter to be Made and Settled on him, this Deponent, and the said Executors upon being let into possession of the property Estate and Effects, whereof the Said Testator died seized or otherwise to that purport and Effect. And further Saith, that he this Deponent did put in an Answer to the said bill giving an Account of his said Executorship, this Deponent saith, that the said Original Defendant and Cross Complainant was Satisfied therewith and that the said Bill and Answer was Settdown for hearing by the said Original Defendant and Cross Complainant. And further Saith, that he did Acknowledge in his said Answer that Original Complainant and Cross Defendant had a demand on the Estate of the said Estate for Several Bill of Costs Amounting to about the Sum of Five hundred and Seventy Pag.s and thirty three fanams for bills of Costs for business done for the Estate together with a demand of Mr. Bromleys for Law Charges. This Deponent Saith, that the above mentioned Sum of about five hundred and Seventy three Pag.s thirty three fana.s was due and owing by the said Estate to the said Original Complainant and Cross Defendant and further Saith, that the said Original Defendant and Cross Complainant was informed thereof, and that he did know the Same. And more he saith not to this Second Interrogatory.

3. To the third Interrogatory this Deponent Saith, that the said Original Defendant and Cross Complainant did come to a final Settlement, some time on or about the month of November One thousand Seven hundred and eighty Six respecting the Affairs of the Estate, that a Mutual Release Was then executed and Signed by the Original Defendant and Cross Complainant, this Deponent hath looked at the paper writing now Produced

Produced and shewn to him at this the time of his examination Marked A Purporting to be a Counter part of a Release between the said Original Defendant and Cross Complainant under date of the second day of November One thousand Seven hundred and eighty Six and Says, that the same is a true Copy of the aforesaid Release, executed by and between him and the said Original Defendant and Cross Complainant And further Saith, that the Original Complainant and Cross Defend.t did draw out the same, at his, this deponents instance and Request. And more he saith not to this third Interrogatory.

4th To the fourth Interrogatory this Deponent hath looked at the Account Current now shewn to him at this the time of his Examination Marked B. Purporting to be an Account Current between the Estate of the said Poombavie Comaroo Cooroomadum Moodelliar deceased, and the said Original Complainant and Cross Defendant of Sundry Articles of Bills of fees, in Sundry Suits and other matters charged by the said Original Complainant and Cross Defendant to be due and Owing unto him. And further saith, that he did employ him in the said Suits and business According as the Same are charged in the said Account in his capacity as Acting Executor of the said last Will and Testament of the said Poombavie Comaroo Cooroonadum Moodelliar deceased previous to the date of the aforesaid Release whereto he was before interrogated. This Deponent saith, that the said Several Articles Were due and owing by the said Estate at the time of his signing and executing the said release. And further Saith, that no other Sum or Sums of Money were paid by him this Deponent or any other person or Persons on Account of the said Bills of Costs otherwise, than the Sum of One hundred and fifty Pag.s incerted in the said Account Current Which was for the purpose of procuring Copy of the Bill, Paul Benefid

~~Vers~~

~~Vers~~ George Maule and John Snow — Because this Deponent had no Cash belonging to the estate — And the Heir, wishing to preserve his ternitorial possessions, Offered to satisfy all demands; — upon this Deponent giving up the management of the said estates into his hands — otherwise this Deponent being Possessed of Assetts, Would have immediately converted them into Cash to discharge the Costs in question, this Deponent Saith that the Original Defendant and Cross Complainant must necessaryly have known that the Sum was at the aforesaid time due and owing by the said Estate, as appears by this Deponents Answer to the Original Defendant and Cross Complainants Complaint — And further Saith, that he did Rely upon and believe that the Original Defendant and Cross Complainant would pay the Same — This Deponent saith, that other Bills of Costs to a considerable Amount Were due to Mr. Bromley by the said estate at the time of his executing the said Release — And further saith, he hath heard, that the Original Defendant and Cross Complainant had settled for the Same — This Deponent Saith that he hath understood that the Bills due to Mr. Bromley were settled and paid — And further saith, that he knows no Good reason why the said Original Defendant and Cross Complainant hath not paid the said Original Complainant and Cross Defendants Bills And more he saith not to this fourth Interrogatory. —

5th ..... To the fifth Interrogatory this Deponent Saith, that he did pay unto the Original Complainant and Cross Defendant some time in the Year of Our Lord One Thousand Seven hundred and eighty two, the Sum of Eight hundred and One Pagos and Eighteen fanams, on Account of Law Charges And further Saith, that the Sum of about three hundred and One Pagodas was paid for business transacted between the European and Native Executors — And the further Sum of five hundred Pagodas for business in a Cause instituted against the Ameer and for private

Advice

Advise and Assistance — This Deponent Saith, that the Abovementioned Sums had not any Connexion or relation with the business done Settled and Charged for by him in the aforesaid Account Current Marked **B**. Whereto this Deponent has before been interrogated and further Saith, he did Give in an Account to the Malabar Executors of the Said lost Will and Testament of the said Estate, some time in the Month of July One Thousand Seven hundred and eighty two aforesaid. This Deponent Saith, that the said Sum of Eight hundred and One Pagodas and Eighteen fanams paid the Original Complt. and Cross Defendant Was placed to the Debit of the Estate of the said Testator for Law Charges — And further saith, that the same was Allowed and approved of by them, for the purposes therein expressed and by this Deponent before declared. This Deponent Saith, that the said Account Current was a part of his Answer filed to the said Bill of Complaint exhibited by the said Original Defendant and Cross Complainant — And More he saith not to this fifth Interrogatory. —

6th ..... To the Sixth Interrogatory this Deponent saith, that the Sum of Eight hundred and One Pagodas and Eighteen fanams was paid by him unto the said Original Complainant and Cross Defendant after the business was done and finished — and further saith, that the same was freely and Voluntarily paid the Original Complainant and Cross Defendant. This Deponent saith, that Bills of Costs were delivered for the Sum of Pagos Three hundred and One; And that the further Sum of five hundred Pagodas was given by way of Gratuity for the extraordinary trouble taken by Mr. Du Puy in the cause against the Ameer — And for Private Advice and Assistance in other Matters respecting the Estate of Coomorah

Moodelliar

Moodelliar Which sum of five hundred Pagr was fixed upon by this Deponent and Major Maule, as a a reward for Mr Du Puys Services, and presented to him after the business was compleated And more he saith not to this Sixth Interrogatory

7th To the Seventh Interrogatory this Deponent Saith, that the Original Defendant and Cross Complainant has not at any time since the Commencement of the present Cause and Cross Cause, demanded or Required from him any Satisfaction, or other matter relating to the Original Complainant and Cross Defendant's Account and demand, Where to this Deponent hath been before interrogated And further Saith, that if the Original Defendant and Cross Complainant had had required any Satisfaction that this Deponent Could have given it to him And more he saith not to this, or to the last Interrogatory

Joseph Shawe
Exr

John Snow

Filed the 26th April 1791

In the Honble the Mayor's Court at Madraspatnam

Between Henry Dupuy One of the Attornies of this Honble Court Original Complainant and Cross Defendant and Annah Sawmy Heir Sole Executor and Resederary Legatee of the last Will and Testament of Poombavie Comaroo Cooronadaum Moodeliar Deceased Original Defendant and Cross Complainant

Exceptions taken by the above named Original Defendant and Cross Complainant to the Interrogatories Administered to and Deposition given by John Snow on the part of the above Named Original Complainant and Cross Defendant

Because the said John Snow is an interested Person in the Event of the Suit and as the same Appears by the Proceedings in the above Cause and by his deposition itself

Wherefore the above named Original Defendt and Cross Complainant doth Except to the deposition Given by the said John Snow as an interested Witness and Prays that the same may be set aside with Costs to be paid by the Original Complainant and Cross Defendant above Named

J. Stuart Hall
Jno Hamilton
Attys for Orig. Defts & Cross Compl.

Filed the 3rd May 1794

In the Honble the Mayor's Court at Madraspatnam

Between Henry Dupuy One of the Attornies of this Honble Court Original Complainant and Cross Defendant and Annah Sawmy Heir and Sole Executor and Residuary Legatee of the Last Will and Testament of Pombavie Comaroo Cooronadum Moodellear Deceased Original Defendant and Cross Complainant

The Answer of the Above named Original Complainant and Cross Defendant to the Exceptions taken by the above Named Original Defendant and Cross Complainant to the Interrogatories Administered to and depositions given by John Snow on the Part of the said Original Complainant and Cross Defendant.

And the said Original Complainant and Cross Defendant Saith, that by a Release executed unto the said John Snow by the said Original Defendant and Cross Complainant on or about the Second day of November One thousand Seven hundred and Eighty Six, that they the said Parties did on that day make up and Adjust all Accounts, Matters and things of and Concerning all Monies received Paid and discharged by the said John Snow, on Account of the said Estate, and it Appears further, that the Sum of Money wherewith the Original Defendant and Cross Complainant would wish to charge this Original Complainant and Cross Defendant, as having been received by him, from the said John Snow, and not Accounted for, To Wit the Sum of Eight hundred and One Pagoda and Eighteen fanams, and which is the only Sum in dispute in this Cause, he the said John Snow had debited the Account of the Estate of the said Comaroo Cooroonadum Moodelly within Account, so long previous to the said Release as the Eighteenth day of July One thousand Seven hundred and Eighty two, as so much paid to this Original Complainant and Cross Defendant for Law Charges, and of Course the said Account and the said Sum of Eight hundred and One Pagodas and Eighteen fanams therein Charged, was Allowed and Admitted of as having been Justly brought to Account and paid to this Original Complainant and Cross Defendant by him the said John Snow, and this Original Complainant and Cross Defendant hath no further Claim on the said John Snow for the same or any part thereof. And this Original Compl^t and Cross Defendant Saith, that the Original Defendant and Cross Complainant hath himself Admitted and Allowed of all the several debits contained and Sett forth in his Account, Annexed unto the Original Bill of Complaint, by giving this Original Complainant and Cross Defendant Credit for the same, in the Account Current Marked A. Annexed to his Original Answer, and consequently doth thereby fully keep and save harmless the said John Snow for any matter by him thereto fore done at Executor of the said Testator, in Affirmance of the several Accounts Agreed to by him the said Original Defendant and Cross Complainant, in the aforesaid Release, as the same may Appear by Reference to the said Release being had.

The said Original Complainant and Cross Defendant Saith, that the said John Snow was not only the best, but the only Witness that he could obtain and Produce respecting the matter in Question and dispute, and he therefore prays that the Exceptions taken by the Original Defendant and Cross Compl^t thereto may be dismissed with Costs.

H. Dupuy
Att^y for the Orig. Compl^t & Cross Defendant

Additional Interrogatories to be

Administered to such Witnesses as shall be produced Sworn and Examined in a Certain Cause and Cross Cause now depending and at Issue in the Honble the Mayor's Court at Madraspatnam wherein Henry Du Puy one of the Attornies of the said Court is the Original Complainant and Cross Defendant and Ann Sawmy of Madras Merchant Heir of Poombavie Comaroo Cooroomadum Moodellear Deceased and now Sole Executor and Sole Residuary Legatee of the of the Last Will and Testament of the said 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 know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complt in the Title of these Interrogatories Named If Yea how long have You so known them or either and which of them Declare

To Woodukistnah 2d Was You or was You not Writer to the Original Complainant and Cross Defendant in the Title of these Interrogatories Named in and before the Year of Christ One Thousand Seven hundred and Eighty two If Yea do You or not known, that he the said Original Complainant and Cross Defendant was employed as an Attorney of the the Mayor's Court by John Snow Esqr and Major George Maule Executors Named in the Last Will and Testament of Poombavie Comaroo Cooroomadum in Several or any Suits on their behalf as Plaintiff and Defendant Do You know have You heard or been informed that the Original Defendant and Cross Complainant did or did not some time in the Year of Our Lord One Thousand Seven Hundred and Eighty Six, take upon himself as Heir and Residuary Legatee under the said Last Will and Testament the Charge and Management of the said Estate If Yea whether any and What Sum or Sums of Money were then due and owing to the said Original Complainant and Cross Defendant as an Attorney as Aforesaid on Account of his Bill of Costs in the said Suits from the Estate of the said Testator and to what Amount Do You know or have You heard, that the said Original Complainant and Cross Defendant did make any Demand from the said Original Defendant and Cross Complainant of Payment of the Amount of Such Bills of Costs. Did or did not the said Original Defendant and Cross Complainant Refuse or promise to pay the same? And whether he made any and What Conditions and Promises of Payment and of what Nature Did or did not the said Original Defendant and Cross Complainant Require the said Bills to be taxed And whether the same were or not taxed Accordingly And what Sum do You know was due to the said Original Complainant and Cross Defendant upon such taxed Bills and whether the whole or any and what part thereof is or is not Justly due and owing unto the said Original Complainant and Cross Defendt Have You or have You not seen and Compared the said taxed Bills With the Credit Side of the Account Current annexed unto the Original Defendants Answer and whether the Several Amount thereof do or not Agree and did or did not Accrue and Arise for business

business Concerning the said Several Suits Accordingly as the same are therein Credited Declare.

To Dillo ... 3d ... Do You know that the said Original Complainant and Cross Defendant did Receive from the said John Snow as Executor as aforesaid the Several Sums of One Hundred and fifty Pagodas or about the thirty first day of May One Thousand Seven Hundred and Eighty One and Eight Hundred and One Pagodas and Eighteen Fanams in the Months of July One Thousand Seven Hundred and Eighty two If Yea Declare How You know that the same was Accounted for and Credited Unto the said John Snow, And whether or no the same or either and which of the said Sums had any and what Connexion or Concern with the Money owing upon the aforesaid Bills of Costs And whether do You know that the Original Complainant and Cross Defendant did Deliver any and what Bill Respecting the same to the said John Snow for the same or any and what Part thereof Declare.

To Cottiumpaukum Gouapah Naik ... 4th ... Was You or was You not at the Dubash to the Original Complainant and Cross Defendant in the Bills of these Interrogatories named Sometime in the Year of Our Lord One Thousand Seven Hundred and Eighty Six If Yea, did You or did You not in that Capacity or how otherwise by the Order of the said Original Defendant and Cross Complainant the payment of any and what Bills of Costs for Fees Received Disbursed or any Suits wherein the said Original Complainant and Cross Defendant had been employed by John Snow and George Maule heretofore Executors of the Last Will and Testament of Poombavie Lemaroo Coroonadunna Mondeliar Deceased And whether You know or have heard that the said Original Complainant and Cross Defendant for the Recovery thereof hath or not Since Commenced Law Actions Against the Original Defendant and Cross Complainant in the Honble The Mayors Court at Madras: And what was the Amount of such Bills together Did or did not the said Original Defendant and Cross Complainant deny or Acknowledge the Justness of the said Original Complainant and Cross Defendants Demands or whether he pretended that he the said Original Complainant and Cross Defendant did Owe him as Executor of the said Poombavie Lemaroo Coroonadunna Mondeliar any and what Sums of Money or whether he made any and what Promises of Payment or excuses for not doing so If Yea of what Nature and Kind And whether You know or have heard that he ever did Make any and what Conditions or Terms of Payement unto the said Original Complainant and Cross Defendant and of what Kind or Nature Declare the same as You know have heard or do believe together with the Reasons of such Your belief.

To all the Witnesses ... 5th ... Do You know of any other Matter or thing or have You heard or can You Set forth any thing touching the Matters in Question in the Original and Cross Cause that may tend to the Benefit or Advantage of the Original Complainant and Cross Defendant If Yea Declare the same as You know have heard or do believe together with the Reasons of such belief as fully and Particularly as if You had been thereunto Particularly Interrogated.

Hy Dispiny
Atty Orig. Complt. and Cross Defendant

Mayor's Court at Madraspatnam } Between Henry Du Puy One of the Attornies of the said Court is the Original Complainant and Cross Defendant and Anna Sawmy of Madras Merchant Heir of Poombavie Comaroo Cooroonadum Moodelliar Deceased and now Sole Executor and Sole Residuary Legatee of the Last Will and Testament of the said Deceased is Original Defendant and Cross Complainant.

On the Part of the Original Complainant and Cross Defendant.

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

Moodukistnah Dubash or Writer of Madras Aged twenty Seven 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 eighth Day of February One Thousand Seven hundred and Ninety One Signified at the Office of Mr. James Stewart Hall who is Attorney for the Original Defendant and Cross Complainant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant Henry Du Puy in this Cause, and that he hath so known him about thirteen Years and that he doth know the Orig.l Defendant and and Cross Complainant Anna Sawmy in this Cause, and that he hath so known him about eight Years And more he saith not to this first Interrogatory.

2d

2d ..... To the Second Interrogatory this Deponent Saith, that he was Writer to to the Original Complainant and Cross Defendant in the title of these Interrogatories Named, in and before the Year of Christ One thousand Seven hundred and eighty two and further saith, he doth know that the said Orig.l Compl.t and Cross Defendant was employed as an Attorney of the Hon.ble the Mayor's Court by John Snow Esq.r and Major Maule, Executor's named in the last Will and Testament of Poombavie Comaroo Cooroonadum, in Several Suits on their behalf as Plaintiff and Defendant. This Deponent saith, he doth know that the Original Defendant and Cross Complainant did Some time in the Year of Our Lord One Thousand Seven hundred and eighty Six, take upon himself as Heir and Residuary Legatee under the said Last Will and Testament, the charge and Management of the said Estate and further saith, the Sum of Five hundred and Ninety two Pagodas twenty three fanams was then due and Owing to the said Original Compl.t and Cross Defendant as an Attorney as aforesaid an Account of his Bill of Costs in the said Suits from the Estate of the said Testator This Deponent Saith, he doth know that the Original Complainant and Cross Defendant did make a demand from the Orig.l Defendant and Cross Complainant of Payment of the amount of such Bills of Costs And further saith, that the said Orig.l Defendant and Cross Compl.t did some times promise to pay at other times he referred the Said Orig.l Complainant and Cross Defendant to Mr. Benfield for the payment of Bills (because he had no Estates in his Hands to discharge) who possed all the estates of the Pombavie Comaroo Cooroonadum Deceased. This Deponent saith, that the Orig.l Defendant and Cross Compl.t required to have the Bills of the Orig.l Compl.t and Cross Defendant Taxed And then promised payment of the same And further saith, that the said bills were Accordingly Taxed and the

Transcripts

Transcripts of which bills, with an Account Current and a Letter under date eighteenth Decemr. One thousand Seven hundred and eighty Seven were forwarded to Mr. Benfield. This Deponent Saith, he knows that the Sum of Seven hundred and Seventeen Pagodas and Twenty three fanams was due on such Taxed bills And the further Sum of Twenty five Pags. for drawing out a Release Amounting together to the sum of Seven hundred and forty two Pagodas and Twenty three fanams, This Deponent saith, that the Sum of One Hundred and fifty Pags. was paid in part payment of such taxed bills on Account of Copy of Bill of Complaint of Mr. Benfields Suit against the Executors of Pombavie Comaroo Cooroonadum Moodelliar deceased And further saith, that there still remains justly due to the Origl. Complainant and Cross Defendant the further Sum of Five hundred and Ninety two Pagodas and twenty three fanams. This Deponent Saith, that he hath Seen and compared the said taxed bills with the credit Side of the Account Current annexed unto the Original Defendants Answer And further saith, that the several Amounts thereof do agree, and that the Same did Accrue and arise for business done in the said Several Suits Accordingly as the Same are therein credited And more he saith not to this Second Interrogatory

3d To the third Interrogatory this Deponent Saith, he doth know that the Original Complainant and Cross Defendant did Receive from the Said John Snow as Executors as aforesaid, the Several Sums of One Hundred and fifty Pags. on or about the thirty first day of May One Thousand Seven hundred and eighty One and Eight Hundred and One Pags. and eighteen fanams in the Month of July, One Thousand Seven hundred and eighty two: This Deponent saith, that the same Was Accounted for and credited unto the said John Snow in the following Manner, To Wit This Deponent Saith, that the Sum of One Hundred

Hundred and fifty Pags. had a connection or concern, with the Money owing upon the aforesaid Bills of Costs, and that the Sum of eight Hundred and One Pags. and eighteen fans. had no connection or concern With the Money owing upon the aforesaid Bills of Costs Because the Sum of three hundred and One Pags. Eighteen fans. was paid the Original Complainant and Cross Defendant for bussness done of Great consequence (which to keep Several Months) Appertaining to Mr. John Snow and Major Maule together with drawing out Several Articles of Agreement and Release &c. between them and the Native Executors of Poombavie Coomaroo Cooroonadum deceased, The Sum of Five hundred Pags. was presented by Mr. John Snow to the said Origl. Complt. & Cross Defendt. for his trouble in Obtaining a Decree against the Omeer Umrah Behauder and that a bill was delivered to Mr. John Snow for the aforesaid Sum of three hundred and One Pags. and eighteen fanams And that no bill was delivered to Mr. Snow for the aforesaid five hundred Pags. for the reason Already stated And more he saith Not to this third Interrogatory

To the Last Interrogatory this Deponent saith, the Original Complainant And Cross Defendant did Send to Anna Sawmy the Original Defendant and Cross Complainant Copies of the Taxed bills Accompanied with a Letter and an Account Current under date the twenty Seventh Decemr. One thousand Seven hundred and eighty Seven And more he saith not to this Last Interrogatory

Joseph Shawe
Exr.

Moodu Kistnah

Transcripts of which bills, with an Account Current and a Letter under date eighteenth Decemr. One thousand Seven hundred and eighty Seven were forwarded to Mr. Benfield. This Deponent Saith, he knows that the Sum of Seven hundred and Seventeen Pagodas and Twenty three fanams was due on such Taxed bills And the further Sum of Twenty five Pags. for drawing out a Release Amounting together to the sum of Seven hundred and forty two Pagodas and Twenty three fanams, This Deponent saith, that the Sum of One Hundred and fifty Pags. was paid in part payment of such taxed bills on Account of Copy of Bill of Complaint of Mr. Benfields Suit against the Executors of Pombavie Comaroo Coorooadum Moodelliar deceased And further saith, that there still remains justly due to the Origl. Complainant and Cross Defendant the further Sum of Five hundred and Ninety two Pagodas and twenty three fanams. This Deponent Saith, that he hath Seen and compared the said taxed bills with the credit Side of the Account Current annexed unto the Original Defendants Answer And further saith, that the several Amounts thereof do agree, and that the Same did Accrue and arise for business done in the said Several Suits Accordingly as the Same are therein credited And more he saith not to this Second Interrogatory

3d. To the third Interrogatory this Deponent Saith, he doth know that the Original Complainant and Cross Defendant did Receive from the Said John Snow as Executors as aforesaid, the Several Sums of One Hundred and fifty Pags. on or about the thirty first day of May One Thousand Seven hundred and eighty One and Eight Hundred and One Pags. and eighteen fanams in the Month of July, One Thousand Seven hundred and eighty two: This Deponent saith, that the same Was Accounted for and credited unto the said John Snow in the following Manner, To Wet this Deponent Saith, that the Sum of One Hundred and fifty Pags. had a connection or concern, with the Money owing upon the aforesaid Bills of Costs, and that the Sum of eight Hundred and One Pags. and eighteen fans. had no connection or concern With the Money owing upon the aforesaid Bills of Costs Because the Sum of three hundred and One Pags. Eighteen fans. was paid the Original Complainant and Cross Defendant for business done of Great consequence (which to keep Several Months) Appertaining to Mr. John Snow and Major Maule together with drawing out Several Articles of Agreement and Release &c. between them and the Native Executors of Poombavie Coomaroo Coorooadum deceased, The Sum of Five hundred Pags. was presented by Mr. John Snow to the said Origl. Complt. & Cross Defendt. for his trouble in Obtaining a Decree against the Omeer Umrah Behauder and that a bill was delivered to Mr. John Snow for the aforesaid Sum of three hundred and One Pags. and eighteen fanams And that no bill was delivered to Mr. Snow for the aforesaid five hundred Pags. for the reason Already stated And more he saith Not to this third Interrogatory

To the Last Interrogatory this Deponent saith, the Original Complainant And Cross Defendant did Send to Anna Sawmy the Original Defendant and Cross Complainant Copies of the Taxed bills Accompanied with a Letter and an Account Current under date the twenty Seventh Decemr. One thousand Seven hundred and eighty Seven And more he saith not to this Last Interrogatory

Joseph Shawe
Exr.

Moodukistnah

Mayor's Court at Madraspatnam } Between Henry Du Puy One of the Attornies of the said Court is the Original Complainant and Cross Defendant and Anna Sawmy of Madras Merchant Heir of Poombavie Comaroo Cooroonadum Moodellear Deceased and now Sole Executor and Sole Residuary Legatie of the Last Will and Testament of the said Deceased is Original Defendant & Cross Complainant

On the Part of the Original Complainant and Cross Defendant

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

Cottumpaukum Gruapah Naick Dubash of Madras Aged forty One 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 eighth day of February One thousand Seven hundred and Ninty One Signified at the Office of Mr. James Stewart Hall who is Attorney for the Orig.l Defendant and Cross Compl.t by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth.

1st ------ To the first Interrogatory this Deponent saith, that he doth know the Original Compl.t and Cross Defendant Henry Du Puy in this Cause, and that he hath so known him about twenty One Years And that he doth know the Original Defendant and Cross Complainant Anna Sawmy in this Cause and that he hath so known him from his the said Original Defendant and Cross Complainant Infancy And more he saith not to this first Interrogatory.

4th ------ To the fourth Interrogatory this Deponent saith, that he was Head Dubash to the Original Complainant & Cross Defendant in the title of these Interrogatories Named, Some time in the Year of Our Lord One thousand Seven hundred and eighty Six and further Saith that he did in that Capacity by the Order of the said Original Complainant & Cross Defendant demand of the Original Defendant and Cross Complainant the payment of Bills of Costs for fees Accrued in Sundry Suits, wherein the said Original Complainant & Cross Defendant had been employed by John Snow and George Maule heretofore Executors of the last Will and Testament of Poombavie Comaroo Cooroonadum Moodelliar deceased This Deponent saith, that he knows the Original Complainant & Cross Defendant for the Recovery thereof hath commenced an Action against the Original Defendant and Cross Complainant in the Honble the Mayor's Court at Madras And further Saith, that the Amount of such bills together, to the best of his, this Deponents recollection, was from five hundred to Six hundred Pag.s This Deponent Saith, that the Original Defendant & Cross Complainant did not deny the justness of the demand of the said Original Complainant and Cross Defendant but mentioned, that as the estate of the said Poombavie Comaroo Cooroonadum Moodelliar deceased, in the title of these Interrogatories Named was at that time in the Possession of Mr. Paul Benfield it was impossible for him the said Original Defendant and Cross Compl.t to comply with the demand of the said Original Complainant & Cross Defendant but that as Soon as he the said Orig.l Defendant and Cross Complainant was put in full Possession of the aforementioned

tioned Estate that he then would willingly paid off the amount of the aforementioned bills due to the said Orig.l Complainant & Cross Defendant, This Deponent saith, that the Orig.l Defendant & Cross Complainant did not pretend, that he, the said Orig.l Compl.t & Cross Defendant did owe him, as Executor of the said Poombavie Comaroo Cooroonadum Moodeliar any Sums of Money and further Saith, that Sometime after the first demand made, by this Deponent On the Orig.l Defendant and Cross Complainant about the Bills of Costs hereinbefore Alluded to, he this Deponent went to the said Original Defendant and Cross Complainant for the purpose of demanding payment of the aforementioned bills of Cost when the Original Defendant and Cross Complainant told this Deponent that if he, the said Deponent would prevail upon his Master the said Original Complainant and Cross Defendant to advance him, the said Original Defendant and Cross Complainant the Sum of Two thousand Pag.s on Mortgage of the Bill of Sale of his small Garden, he would in such Case make a point to discharge the Amount of the said Bills of Costs which the said Original Complainant and Cross Defendant not thinking the Mortgage Offered of Sufficient Value, refused to comply with the terms of the said Original Defendant and Cross Complainant And More he saith not to this or to the last Interrogatory

Joseph Shave

Ex.r

Mayor's Court at Madraspatnam

Tuesday the 30th Day of August Anno Domini 1791

Present

L.S.

Josias Du Pré Porcher Esquire Mayor

Andrew Ross and James Daly

Aldermen

Mayor's Court

Between Henry Dupuy One of the Attornies of this Hon.ble Court, Complainant and Anna Sawmy of Madras Merchant, Heir of Poombavie Comaroo Cooroonada Moodelliar Deceased, and Now Sole Executor and Residuary Legatee of the Last Will and Testament of the said Deceased Defendant Et. E Contra

These Causes Coming on to be Heard and Debated this Day in the Presence of the Attornies on both Sides on Reading the Original Complainants Bill with an Account Current and Copy of a Counter Release Annexed, the Original Defendants Answer with Two Exhibits Marked A and B Annexed, the Cross Bill the Replication the Cross Rejoinder, the Interrogatories and Depositions on the part of the Orig.l Complainant and Cross Defendant with Exhibits Marked A and B Annexed On Hearing the Pleading made Use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order & Decree and doth Accordingly Order and Decree that the Original Defend.t do pay unto the Original Complainant out of the Estate and Effects of Poombahvie Comaroo Cooroonada Moodelliar Deceased the full and Just Sum of Five Hundred and Ninety two Pagodas and Twenty three Fanams Pagodas 592 " 23 " 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 and It is further Ordered and Decree that the Cross Bill do Stand Dismissed with Costs. Pp Cur

Filed the 12th March 1791

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Shew unto this Honble Court Your Orators The United Company of Merchants of England Trading to the East Indies by their Agents or Representatives at Fort Saint George on the Coast of Coromandel in the East Indies the Honble Major General William Medows Sir Charles Oakeley Baronet and John Huddleston Esquire being the President and Members of the Council of Fort Saint George aforesaid and composing the Government thereof That Josias Dupre Porcher Thomas Redhead and Henry Redhead of Fort Saint George Merchants and Copartners stand indebted unto Your Orators in the Sum and just Sum of Seventy Thousand Seven hundred and Eighty Seven Star Pagodas Thirty Nine Fanams and Seventy five Cash Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Twenty Eight Thousand three hundred and fifteen Pounds One Shilling and Seven Pence or thereabouts as will more fully and at large appear by the Copies of a Security Bond and of an Account Current signed by Charles Nicholas White Civil Secretary to the said Government of Fort Saint George hereunto Annexed for the Inspection of this Honble Court and prayed to be by Your Orators to be taken as part of this their Bill of Complaint The Originals whereof are in the Possession of Your Orators said Agents and Representatives and ready to be produced to this Honble Court when required and Your Orators further shew unto this Honble Court that their said Agents and Representatives have frequently and in a friendly manner required the payment of the said Sum of Seventy Thousand Seven hundred and Eighty Seven Star Pagodas Thirty Nine Fanams and Seventy five Cash

But now so it is and may it please this Honble Court the said Josias Du Pre Porcher Thomas Redhead and Henry Redhead Obstinately and wilfully refuse to pay the same or to give Your Orators any Manner of Satisfaction touching the Premisses Your Orators pray a general Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience To the End therefore that the said Josias Du Pre Porcher Thomas Redhead and Henry Redhead may upon their Corporal Oaths full True Direct and perfect Answer make to all and singular the matters and things herein before set forth and Alledged as fully truly and effectually to all Intents and purposes as if the same were here again repeated and particularly interrogated and that they may be Decreed to pay unto Your Orators the aforesaid Sum of Seventy Thousand Seven hundred Star Pagodas Thirty Nine Fanams and Seventy five Cash with all such Interest as now is or shall hereafter become due thereon also Costs of this Suit

May it please this Honble Court to Cause the said Josias Du Pre Porcher Thomas Redhead and Henry Redhead to be Summoned and Required by the Sheriff of Fort Saint George Towns of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain Time and Place to be by this Honble Court for that purpose 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

J^n Roylston
Attorney for Complainants

This Bill was shewn to me between the Days of Adjournment Let a Summons issue Returnable Next Court Day

Fort St George 12th March 1791. Ja^s Call
Senr Alderman

Know all Men by these Presents that We George Tyler Alexander Colvin and David Colvin of Fort William in the Province of Bengal Esquires and Messieurs Louis Du Pre Porcher Thomas Redhead and Company of Fort Saint George are held and firmly bound to the United Company of Merchants of England trading to the East Indies in the Sum of Eight Hundred and fifty eight Thousand Arcot Rupees or Two Hundred and Twenty Thousand Star Pagodas to be paid to the said United Company or their certain Agents Successors or Assigns for which Payment Well and truely to be made We do hereby bind Ourselves and each and every of Us by himself Our Heirs Executors and Administrators and each and every of them firmly by these Presents Sealed with Our Seals Dated this Seventeenth Day of December in the Year of Our Lord One Thousand Seven Hundred and Eighty Nine

Whereas the said George Tyler has borrowed and received from the Right Honble the Governor General in Council of the Presidency of Fort William in Bengal Acting for and on the Part and Behalf of the said United Company the Sum of Four hundred and twenty Nine Thousand Arcot Rupees in Certificates signed by the Sub Treasurer of Bengal and payable at the Treasury of the said United Company at Fort William in Bengal According to their Priority of Date and According to the Regulations of the Governor General in Council made and provided in that respect which said Certificates bear an Interest of Six per Cent Per Annum and are payable to the said George Tyler which said Sum of Four Hundred and twenty Nine Thousand Arcot Rupees the said George Tyler hath undertaken and Agreed to repay into the Treasury of the said United Company at their Settlement of Fort Saint George together with the Interest thereon due and after the Rate of Six per Centum Per Annum or before the Expiration of Six Months from the Day on which the said George Tyler's Bonds for securing the Repayment of the same or either of them shall be presented for that Purpose to Messieurs Porcher Redhead and Company at Fort Saint George aforesaid the Attornies of the said George Tyler the said full Principal Sum of Four hundred and twenty Nine Thousand Arcot Rupees together with the Interest thereon to be paid as aforesaid at the Exchange of One hundred Star Pagodas for each and every three Hundred and Ninety Arcot Rupees And Whereas the said George Tyler did offer the said Alexander Colvin and David Colvin and said Louis Du Pre Porcher Thomas Redhead and Company to be his Securities for the Repayment of the said Four Hundred and twenty Nine Thousand Arcot Rupees with the Interest as aforesaid and for the due Performance of his said Engagements And Whereas the said Governor General in Council hath agreed to Accept of their joint and Several Bond and Triplicate for that Purpose

Now the Condition of this Obligation is such that if the above named George Tyler his Heirs Executors or Administrators shall and do well and truely pay or cause to be Paid into the Treasury of the said United Company and for the Use of the said United Company at their Settlement of Fort Saint George in Six Months from the Day on which this present Bond or any One of Two other Bonds of the same Tenor and Date with these Presents shall be presented to Messieurs Porcher Redhead and Company at Fort Saint George aforesaid the Attornies of the said George Tyler the full Sum of One hundred and Two Thousand Star Pagodas together With the Interest thereon at and after the Rate of Six per Cent

per

Per Annum from the day of the date hereof Then this Obligation together with two others of the like Tenor and date to be void and of no Effect otherwise to be and remain in full Force and Virtue.

Sealed and Delivered where no Stamps Are in Use or to be had in the Presence of —

Wm Jackson
John Chris.r Meade

Geo. Tyler ..... L.S.
Alex. Colvin ..... L.S.
David Colvin ..... L.S.
F. Redhead ..... L.S.
F. Redhead for Mess.rs Porcher Redhead & Co. at Madras L.S.

Presented to us this 2.th Day of January 1790
Porcher Redhead & Co.

Received this 3.th day of February 1790 from Mess.rs Porcher Redhead and Co. the Sum of Twenty five Thousand Star Pagodas (Pag.s 25000) in Part of the within Bond from George Tyler Esq.r to the Right Hon.ble the Governor General & Council for the Sum of A. R.s 429,000. & Dated 17.th December 1789.

Chas. N. White Secy

Received this 1.st day of December 1790 from Mess.rs Porcher Redhead and Co. the Sum of Twenty Thousand Star Pagodas (20000 P.s) in further part of the within Bond from George Tyler Esq.r to the Right Hon.ble the Governor General & Council for Ditto Do.

Chas. N. White Secy

True Copies
J. Popham

Dr. Josias Du Pre Porcher Thomas Redhead and Henry Redhead of Fort St. George Merchants and Quarters in Account Current with the United Company of Merchants of England Trading to the East Indies — Cr.

1789 Decem.r	17.th	To the Amount of Your Security Bond for George Tyler of Calcutta Merchant of this date for Arcot Rupees 429,000 or So Pag.s 110000 payable to the said United Company at their Settlement of Fort St. George	110000	"	"	1790 Febry	5.th	By Cash Received this day in part Payment of Your Security Bond	25000	"	"	25000	"	"
						Decem.r	1.st	By Do. Do.	20000	"	"	20000	"	"
1791 Febry	3.th	To Interest on Do. from 17.th Decem.r 1789 to this day being 1 Year & 50 days at 6 p Cent p Annum	7504	3	70	1791 Febry	5.th	By Interest on the above Sums from their Respective dates to this day at 6 p Cent p Annum						
								On Pag.s 25000 for 1 Year	1500	"	"	1716	5	75
								20000 for 66 days	216	5	75	46,716	5	75
								By Balance due this day				70,787	39	75
		Pagodas	117504	3	70			Pagodas	117504	3	70			

Fort St. George
February 3.th 1791
Errors Excepted
Chas. N. White
True Copy
J. Popham

Filed the 29th March 1791

The Demurrer of Josias Dupre Porcher Thomas Readhead and Henry Readhead Defendants to the Bill of Complaint of the United Company of Merchants of England Trading to the East Indies by their Agents or Representatives the Honble Major General William Medows Sir Charles Oakely Baronet and John Hudleston Esquire Complainants

As to so much of the Complainants Bill whereby the Complainants do Entitle themselves to and demande from these Defendants in the Bill Named the Sum of Seventy Thousand Seven hundred and Eighty Seven Pagodas Thirty Nine Fanams and Seventy five Cash pretended to be the Amount Balance of a Bond whereof a Copy is to the Complainants said Bill Annexed these Defendants by Protestation not confessing or Acknowledging the Complainants said Bill to be True in such sort Manner and form as the same matters are therein Set forth These Defendants do Demur thereunto and for cause of Demurrer show that by the Complainants Own shewing the said Bill Executed by George Tyler and Alexander Colvin and David Colvin Jointly with these Defendants and Neither the said George Tyler nor the said Alexander Colvin nor the said David Colvin are made parties to the said Bill and therefore And for other good Cause or Causes of Demurrer in the Bill Contained, as to so much of the Complainants said Bill as is demurred unto as aforesaid, these Defendants do demand the Judgment of this Honble Court, whether these Defendants shall be compelled to Make any Answer thereunto, otherwise than as aforesaid and these Defendants humbly pray to be hence dismissed with their Costs in this behalf Wrongfully Sustained

J. Stuart Hall
Jno. Hamilton
Attornies for Defendants

Filed the 9th Augt 1791

The Joinder of the United Company of Merchants of England trading to the East Indies by their Agents or Representatives at Fort Saint George on the Coast of Coromandel The Honble Major General William Medows Sir Charles Oakeley Baronet and John Hudleston Esquire Complainants to the Demurrer of Josias Du Pre Porcher Thomas Readhead and Henry Readhead the Defendants in the above Cause

These Complainants by their said Agents or Representatives say that notwithstanding any thing in the said Demurrer charged alledged or set forth by the Defendants these Complainants say that their said Bill of Complaint and the matters and things therein Contained exhibited and Charged are true certain and sufficient in the Law to be maintained their Action and for further Joinder to these Complainants as the Agents or representatives as aforesaid say that all the the Bond a Copy whereof is Annexed to these Complts said Bill of Complaint is executed by George Tyler Alexander Colvin and David Colvin of Calcutta Esquires Jointly with the Defendants Yet these Complainants by the Duty Tenor and purport of the said Bond have a Right to bring their Action against the Defendants only in Manner

Manner as they have Reason for their Complainant say that the Money or the amount mentioned in the said Bond was Lent to the said George Tyler with an Intent that the same should be repaid into the Treasury of the said United Company at their Settlement of Fort Saint George together with the Interest thereon at and after the Rate of Six per Cent Per Annum at or before the Expiration of Six Months from the day on which the said Bond should be presented for that purpose to the Defendants as the Attorneys of the said George Tyler and these Complainant to further say that the Defendants not only agreed and Executed the said Bond Jointly with the said George Tyler Alexander Colvin and David Colvin but have also Accepted the same on the day it was Presented to them at Fort Saint George and paid in part thereof at Fort Saint George two Several Sums of Money to wit Twenty four Thousand Pagodas on the Seventeenth Day of December One Thousand Seven Hundred and Eighty Nine and Twenty Thousand Pagodas on the First Day of December One Thousand Seven Hundred and Ninety all Which Acts and Doings of the Defendants these Complainants insist to be binding on the Defendants and these Complainants for further Joinder say that by the very same Bond the Defendants as well as the said George Tyler Alexander Colvin and David Colvin have bound themselves each and every of their Heirs Executors and Administrators to pay the full Amount of the said Bond and therefore these Complts have their option to bring their Actions against any One of the Obligors of the said Bond for the Recovery of their Just and Legal Demand

Wherefore as the Defendants have shewed a Litigious Disposition in the premisses and have filed a Demurrer with a View of barring these Complainants from their right of Action these Complts can have no Pray Judgment of this Honble Court to prosecute their Cause and the Pleadings Already had and that they will be plased to Decree to these Complainants payment of the Debt with Interest and Costs as in and by their Bill they have Already prayed and to which these Complainants conceive themselves entitled by force and Reason of the Several Statutes in such case made and now in force for the discouragement of Dilatory Pleas by the Amendment of the Law and for the better Advancement of Justice

Sr Jonathan Sutton
Atty for the Complainant

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 16th Day of August Anno Dominis 1791

Present
Josias Du Pré Porcher Esquire Mayor
Andrew Ross and James Daly
Aldermen

The United Company of Merchants of England Trading to the East Indies by their Agents or Representatives The Honble Major General William Medows Sir Charles Oakeley Baronet and John Huddleston Esquires

Josias Du Pré Porcher Thomas Readhead and Henry Readhead

Vs.

Bill with Copies of a Security Bond and of an Account Current
Answer Read
Demurrer Read
Joinder Read

The Demurrer and Joinder coming on to be Argued and Determined this Day in the Presence of the Attornies on both Sides and the Court having had due Consideration thereon are of Opinion that the Plea made use of by the Defendants in their Demurrer are insufficient This Court doth therefore think fit to Order and do Order Accordingly Order that the Demurrer be overruled with Costs and that the Defendants be put upon their Answer

A true Extract

Filed 24th Janry 1789.

To the Honble the Mayor's
Court at Madraspatnam

Humbly Complaining Shewn Unto this Honble Court Your Orator David MacVeigh of Fort Saint George Merchant That Seagarey Mondally of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Four Hundred and Twenty Six Star Pagodas Twenty four Fanams and Twenty two Cash Current Money of Madras Making in Sterling Money of Great Britain at the Rate of eight Shillings for every Pagoda the sum of One Hundred and Seventy Pounds and Twelve Shillings or thereabouts as will more fully and at Large Appear by the Copy of said Account thereunto Annexed for the inspection of this Honble Court and which Your Orator prays may be Admitted as Part of this his Bill of Complaint and Your Orator further Shews that unto this Honble Court that he hath frequently and in a most Amicable Manner Requested payment from the said Seagarey Mondelly of the said Sum of Four Hundred and Twenty Six Star Pagodas Twenty four fanams and Twenty two Cash

But now so it is May it Please this Honble Court the said Seagarey Mondelly Obstinately Refuses to pay the same or to give Your Orator any manner of Satisfaction touching the premises Your Orator therefore prays a General Relief such as to this Honble Court shall appear Agreable to Equity and good Conscience

To the End therefore the said Seagarey Mondelly may upon his Corporal Oath (full true Direct and perfect Answer Make to all and Singular the Matters and things herein before Set forth and Alledged as fully truely and effectually to all Intents and purposes as if the same were thereagain Repeated and Particularly Interrogated and that he may be Decreed to pay unto Your Orator the aforesaid Sum of four Hundred and Twenty Six Star Pagodas Twenty four fanams and Seventy two 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 Seagarey Mondelly 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

Fort Saint George 24th Janry 1789

Chas Ingles
Atty for the Complt

This Bill was shewn and Sworn in the Days of Adjournment and the Complainant having Sworn to the Justness of his Demand and that he has Reason to believe that the Defendant will Abscond on hearing a Bill of Complaint is filed Against him Let a Summons issue Returnable immediately and a Warrant of Arrest issue thereon Returnable next Court day

Wm Webb
Mayor

This Word "Sworn" inserted by order of Court of the 9th August 1791

Gr Taylor
Regr

Dr. Teagaroy Moodally in Account Current with David MacVeigh Cr.

1788 May	31st	To Amount of a Bill for Sundry Goods	399.	15.	1789 Jany	2d	By Balance	426.	24. 72.
1789 Jany	2d	To Interest on the above Sum to this day is 7mo and 2d at 12 ℘ Cent ℘ Annum	27.	9. 72.					
		Pagoda	426.	24. 72.			Pagoda	426.	24. 72.

Fort Saint George
2d January 1789.

E. E. D. McVeigh

Atrue Copy.
Chas. Ingles
Atty for the Compt.

Filed 24th January 1789.

In the Honble the Mayor's Court at Madraspatnam

Between David MacVeigh of Fort Saint George Merchant Complainant and Teagaroy Moodelly of Madras Inhabitant Defendant.

The Affidavit of David MacVeigh the above named Complainant.

This Deponent Maketh Oath and Saith that the above Named Defendant Stands justly and truly indebted unto this Deponent in the full and just Sum of Four Hundred and Twenty Six Star Pagodas, Twenty four fanams, and Seventy two Cash, Current Money of Madras and this Deponent further Maketh Oath and Saith that he believes the Defendant will Abscond on hearing a Bill of Complaint is filed against him.

Fort St. George 24th January 1789.

D. McVeigh

Sworn to before Me
Wm. Webb
Mayor

Filed the 23d March 1789.

The Answer of Tagaroy Moodeliar of Madras Inhabitant Defendant to the Bill of Complaint of David MacVeigh also of Madras Inhabitant Complainant

This Defendant Now and at all times hereafter Saving and Reserving to himself all and all Manner of Benefit and Advantage of Exception to the many Errors Untruths Uncertainties insufficiencies and imperfections in the said Bill of Complaint Contained for Answer thereunto or unto so much thereof as this Defendant is Advised doth Materially Concern him to make Answer unto answereth and Saith that he absolutely denies being indebted to the Complainant in the Sum of Four hundred and twenty Six Pagodas Twenty four fanams and Seventy two Cash as in Most unjustly charged and Set forth in the Complainant's said Bill of Complaint and the Account Current thereunto Annexed or in any Sum or Sum of Money whatever, on the Contrary this Defendant saith that the Complainant stands justly and truly indebted unto him in the Sum of Two hundred and Sixty three Pagodas fifteen fanams and forty Cash as Appears by a Note of Hand or Acknowledgement of the Complainant in favor of this Defendant and also by the Ballance of an Account Current a Copy of which said Note of Hand or Acknowledgement and of the said Account Current is hereunto Annexed for the inspection of this Honble Court to which this Defendant begs leave to refer and prays the same may be taken as parts of this his Answer the Originals whereof are in the Possession of this Defendant and ready to be produced when Required And this Defendant saith that for the said Sum of Two hundred and Sixty three Pagodas fifteen fanams and forty Cash he has filed his Cross Bill

Bill of Complaint in this Honble Court Against the Complainant And this Defendant further saith that the Conduct of the Complainant is in the present Instance of such a Nature as calls loudly for the particular Attention of this Honble Court and for the interposition of that Justice with which it watches over the Rights and Liberty of the Subject for this Defendant Saith that the Complainant in Commencing the present suit against him must have done it with the ungenerous and Malevolent design of throwing this Defendant into a Jail and depriving him of his property for otherwise the Complainant would not have filed a Bill of Complaint Against this Defendant in the secret manner he did and have taken out a Warrant thereon without giving this Defendant intimation of either the one measure or of the other and as it is well known that this Defendant is a man of Good Character and easy Circumstances & Well established in Trade in this Settlement it is extraordinary that the Complainant should have sworn that he had reason to belive this Defendant would abscond on hearing a Bill of Complaint was filed Against him and the more particularly so as he must have well known that he was indebted to this Defendant instead of this Defendant being indebted to him.

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

Thegarayah

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

Ranganaudom
Interpreter

J. Stuart Hall
Atty for Defendt.

Received an Order from Lieut.t Stuart 52.d Regiment to pay
Gregory Dibah Three hundred Star Pagodas which I am to be Answerable
2.d April 1733

/Signed/ D. McVeagh

a true Copy
J Stuart Hall
Adj.t for Defend.ts

1733 April 2	To Cash p.d Gunner Mitchell Bandy's Wife Dake	3:00	"	1733	
May 11	To Cash p.d Sergt. Middleton Attorney	6.	22.	May 17.	
	for Gunner Order				
	To Cash p.d Sergt. Jno. Campbell Do		22.		
	To Cash p.d Trumpr. Jno. Hall Do		22.		
	To Cash p.d Gunner Jno. Mitchell Do		22.		
	To Cash p.d Sergt. Jno. Campbell

Filed 23d March 1789

To the Honble the Mayor's Court at Madraspatnam

Humbly Complaining Sheweth unto this Honble Court Your Orator Teagaroy of Madras Inhabitant that David MacVeigh also of Madras Inhabitant stands justly and truly indebted unto Your Orator in the full and just Sum of Two hundred and Sixty three Pagodas Fifteen 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 hundred and five Pounds Six Shillings and Eight Pence or thereabouts as will more fully and at Large Appear by a Copy of a Note of Hand or Acknowledgement of the Said David MacVeigh in favor of Your Orator and by the Ballance of an Account Current Annexed to Your Orators Answer to the Original Bill of Complaint of the said David MacVeigh to which Your Orator Prays leave to refer and begs the same may be taken as a part of this his Cross Bill of Complaint, And Your Orator further Sheweth that he has frequently and in an Amicable manner Applied to the said David MacVeigh and Requested payment of the said Sum of Two hundred and Sixty three Pagodas Fifteen fanams and Forty Cash

But now so it is May it Please this Honble Court the Said David MacVeigh 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 David MacVeigh 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 Two hundred and Sixty three Pagodas Fifteen 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 David MacVeigh 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 Cross Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court Shall Seem Meet

J. Stuart Hall
Attorney for Orig. Defts & Cross Compt.

Malabar Alledavit

This 23d March 1789

This Cross Bill was Shewn to me in the Days of Adjournment and the Cross Complainant having Sworn to the Justness of his Demand and that he has Reason to believe the Cross Defendant will depart from the Presidency Let a Summons Returnably and a Warrant of Arrest issue

Wm Webb
Mayor

In the Honble the Mayor's Court at Madraspatnam

Between Teagaroy of Madras Inhabitant Cross Complainant and David MacNeigh also of the same place Inhabitant Cross Defendant.

The Affidavit of Teagaroy the above Named Cross Complainant

This Deponent Maketh Oath and Saith that the Above Named David MacNeigh Stands Justly and truly indebted unto this Deponent in the full and Just Sum of Two hundred and Sixty three Pagodas Fifteen fanams and forty Cash Current Money of Madras And this Deponent further Saith that the Cross Defendant is about to depart from the Presidency.

Thegarayah

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

Ranganaudom
Interpreter

J. Stuart Hall
Mayor for Orig.l Defend.t & Cross Complt.

Malabar Affidavit

Filed the 5th May 1789.

The Replication of David MacNeagh of Madras Inhabitant Complainant to the Answer of Teagaroy Moodelliar of the same place Inhabitant Defendant.

This Repliant Now and at all times hereafter Saving and Reserving unto himself all and all Manner of benefit and Advantage of Exception that may hereafter be had or taken to the Many Errors Uncertainties Insufficiences and imperfections in the Defendants said Answer Contained for Replication thereunto or unto so much thereof as he this Repliant is Advised is material for him to Reply unto He this Repliant doth Reply and Say that his Bill of Complaint, and all and Singular the Matters and things therein Contained, are good true Certain and Sufficient in the Law to be Answered unto, in such Manner and Form as the same are therein and thereby Set forth Stated and Alledged and that the Answer of the said Defendt is Very Uncertain and insufficient, And in Order to make this Repliants Claimfully and Clearly appear to this Honble Court this Repliant Saith that some time in on or about the Midde of May One Thousand Seven Hundred and Eighty Eight being then in the Service and Employ of Stephen Popham Esqr the said Defendant came and desired to have Dealings with him Particularly Requesting this Repliant to allow him the Defendant to take up a Certain Quantity of Goods from the Store of Home Popham the Brother of his Said Employer In his the Repliants Name Specifying at the same time that the said goods Should be debited to this Repliant who Alone should become Responsible to the said Home Popham for the Payment of them In Consideration of which the said Defendant Agreed to Allow this Repliant to Charge him the Defendant for the same, and also a profit upon the said goods as a Compensation for this Repliant Accomodating the said Defendant and Rendering himself Responsible to the said Home Popham for the payment of them and this Repliant Saith that Although the said Defendant Now denies to Stand indebted unto this Repliant and also pretends to say that no Agreement wer took place and that He Never had any goods from the Store of the said Home Popham by the Order of this Repliant, Yet this Repliant Positively insists that such is the Case and He humbly presumes to think, that He will be able to make it fully and Clearly appear to the Satisfaction of this Honble Court By incontrovertible proofs which he will in due time Adduce this Repliant saith that having finally Concluded with the Defendt this Agreement and Settled between themselves every Matter Relative to it the parties went to the Store of the said Home Popham where this Repliant gave instructions to a Mr Day the Gentleman who had the Charge of it To deliver to the Defendant or his Order whatever goods He might ask for and to Charge and Debit this Repliant for the same and this Repliant saith that in Consequence of these Orders in the space of three or Four days Afterwards Narrain Moodelly Brother of the Defendant came to the Store of the said Home Popham and gave Orders Agreeable to the Contract or Agreement aforementioned for a Certain Quantity of Goods on this Repliants Account To be delivered to him for the Defendant which Goods this Repliant saith were Accordingly delivered to the said Narrain Moodelly for the Defendant But this Repliant was Charged debited and held Responsible for the same as may fully and Clearly Appear by the Books of the Store.

This Repliant Saith that in on or about the Middle of the following Month of June having Received Orders from his employer to go up the Country upon particular Business, and expecting to be Absent a Considerable time, He left himself desirous before his Departure to Settle the Concern He had with the Defendant for that Purpose this Repliant Called upon him with his Account desiring him to pay the Balance which was due, this Repliant Says that the said Defendt did

Did at that time acquiesce in the Justness of this Repliants demand
As He did frequently afterwards when Urged and pressed by this Repliant
to Settle always Acknowledging it to be true and promising to Settle it
in the Course of a few Days But this Repliant Says that these promises
Although made in the most Solemn Manner were never performed for
this Repliant was Obliged to leave Madras without having been able to
Come to any Settlement whatever, This Repliant further saith that the
Service of his employer kept him Absent untill the Month of September
When on his Return to the Presidency He Renewed his demands upon the
Defendant which as before were evaded And this Repliant Says that the
Avocations of his duty again Calling him away He Remained Absent
untill the Month of December following and on his Return finding every
Application to the Defendant treated as before with evasion and despairing
of ever being able to effect a Settlement with the defendant by the mode he
had hitherto pursued He Resolved to Apply to the Laws of this Country and
to Coercive power for that Remedy which Mild, Amicable, and Conciliatory
Measures had failed to Obtain him, But before any legal Steps were
taken this Repliant says that He again took an Opportunity to Request
this Defendant to Settle with him But to this Repliants Astonishment
and wonder the Defendant now not only evaded and Refused to pay the
Debt But denied ever having Contracted any Alledging that the goods
Charged by this Repliant to him were taken out of the said Home Popham's
Store by this defendant himself and that He had paid for them this Repliant
Says that Conceiving expostulation to be Useless with a Man so lost to every
Principle of integrity He made every Necessary preparation to Commence
an Action at Law Against them But this Repliant says that long before
his Bill of Complaint was filed in this Honble Court that he Repeatedly
Sent to the said Defendant tendering him payment of a Note of Hand

Passed to the said Defendant But the said Defendant would not produce
or deliver up the said Note of Hand Although He was so frequently impor=
tuned to do so Reserving it now as it plainly Appears for the Vexations
Purpose of a Cross Suit which He has letigeously Commenced Against this
Repliant Letigeous this Repliant insists and Maintains it to be
Because he never Refused either to Acknowledge or pay it on the
Contrary He did make frequent Tenders of payment desiring that
it might be produced to him for that purpose But the said Defendant
Obstinately Refusing to present the same and Continuing to deny the debt
Which this Repliant Charged him with, this Repliant was forced and
Compelled to file his Bill of Complaint in this Honble Court against the
said Defendant for the whole Amount of the goods which he had Received
on this Repliants Account, and this Repliant did not think it Safe to give
Credit for his Note of hand Because he firmly and truly believed from the
Defendants Unwillingness to produce it that he had paid it away and
that it was not in his Possession at that time Consequently this Repliant
laid his Account with a Demand being made upon him at same future period
by the person to whom it might be endorsed over to and this Repliant Presumes
to think that a Reason such as this Arising from a Conviction of it having
happened and Corroborated by the Conduct of the Defendant was Sufficient
to make him adopt the mode which He did In Charging the Defendant In
the Account Current Annexed to this Repliants Bill of Complaint for the whole
Amount of the goods and denying him Credit for the said Note of Hand

This Repliant further saith He Understands that the said
Defendant has given out and pretends to say that he has paid for the
Goods which this Repliant has charged him with and that He has also
Received a discharge or Receipt for the same from the said Home Popham
But if such is the case as this Defendant pretends it to be this Repliant

Humbly

Humbly insists that In Making such payment the Defendant has done it with a View of defraud and wrong this Repliant and that the said Home Popham was not warranted to receive the money from the Defendant or to Give him a Receipt or discharge for the same For this Repliant must Still Maintain what He has Already amply Stated, that the goods were Purchased by him and that He alone became Responsible to the Said Home Popham for the payment of them and that He this Repliant disposed of the Goods to the Defendant to whom He looked for payment and this Repliant insists and Maintains that the said Home Popham must have Considered it so as he did Actually Put his Signature to this Repliants Bill wherein the said Goods which this Defendant pretends to have bought and paid for were included this Repliant Saith that the said Defendant Must have Availed himself of some Particular Moment when the said Home Popham engrossed by other Concerns did not allow himself time fully to reflect upon this Matter Otherwise this Repliant thinks He never could be guilty intentionally of an Action which in its Operation He must be Convinced would Render cruel injustice to this Repliant and at the same time reflect discredit upon himself, and to wince to this Honble Court that the Assertion is not merily Speculative This Replianat Prays leave briefly to State the Measures which this Repliant understands the said Defendant had recoures to in Order to do away the Claim of this Repliant which in his own Mind He was Convinced was just and Well founded, this Repliant saith that during the Absence of the said Home Popham at Bengal the Defendant went to his Store and their Attempted to insinuate that he had Purchased the said Goods himself But the said Mr Day who had the Charge of the Store immediately told him that it was not the Case that this Repliant had purchased them that they were Placed to his Account, That He alone became Responsible

for them, and was the only one that could pay for them

And this Repliant further saith that the said Defendant was not at all discouraged by this, But that He immediately went to a Mr Ingram who had the General Charge of the said Home Popham Affairs in his Absence and their Attempted in a like Manner to make him allow that He the Defendant had Purchased the said goods But the said Mr Ingram knowing well that this Repliant was Charged with them refused to Admit of it.

From all which Circumstances this Repliant hopes that it will appear manifest and plain to this Honble Court that the said Defendant Stands justly and truly indebted to this Repliant in the full Sum of Star Pagodas Four Hundred and Twenty Six Twenty four fanams and seventy two Cash for and on Account of the said goods as is stated and Set forth in his said Bill of Complaint and that any Pretence which the Defendant can Urge to the Contrary By Saying that He has Already paid for the said goods to the said Home Popham Ought not to be Admitted, as it would tend greatly to injure this Repliant who was held Responsible and Subject to Prosecution for the same, and who entered into an Agreement as afore-stated with the said Defendant upon fair and honest Principles with a View to make a Small profit which to avoid and in Order to procure them a little Cheaper this Defendant has broke through the most Solemn engagement and to support which has had Recourse to Notorious evasions and the most Palpable falshoods.

All which Matters and things this Repliant is Ready & Willing to Verify maintain and Prove as this Honble Court shall direct and humbly Prays as in and by his Bill he hath Already Prayed

G^n Chalmer
Atty for Repl^t

Filed 5th May 1789

The Cross Answer of David

Mac Veagh of Madras Inhabitant Cross Defendant to the Cross Bill of Complaint of Thagaraya Moodelliar of the same place Inhabitant Cross Complainant

This Cross Defendant Now and at all Times Saving and Reserving to himself all and all Manner and benefit and Advantage of exception to the Many Errors Uncertainties insufficiences and imperfections in the said Bill of Complaint Contained doth materially Concern him to Make Answer unto He this Cross Defendant Answereth and Saith that Although he Cannot deny having Passed to the said Complainant this note of hand for Pagodas Three Hundred Yet He Humbly Submits to this Hon.ble Court whether it would have been Prudent or Consistent with that Common Justice which this Defendant Owed to himself After having so frequently tendered payment of it In Manner as He has Already amply Stated In this Replication To have Allowed the said Cross Complainant Credit for a Note of Hand which this Cross Defendant firmly and truly believed had been paid away and which He thought Might be produced and brought forward against him at some Subsequent period But this Cross Defendant Anxious only to gain impartial Justice saith that If the said Note of Hand Is now in the possession of the said Cross Complainant as is pretended by him in that Case this said Cross Defendant is willing to receive the Balance between the said Note of Hand and the Sum of Four Hundred and Twenty six Star Pagodas Twenty four fanams and Seventy two Cash For the Recovery of which He has been forced and Compelled to file His Bill in this Hon.ble Court for.

All which matters and things this Cross Defendant is Ready to maintain and prove and humbly Prays that the said Cross Complainants Bill of Complaint may be Dismissed with his reasonable Costs and Charges in this behalf Most Wrongfully Sustained.

D.o M.c Veagh

Sworn in Court May 5th 1789
James Taylor Regr

G. Chalmer Attz for Cross Defendt

Filed 7th July 1789

The Rejoinder of Thagaraya Moodelly

of Madras Merchant Defendant to the Replication of David M.c Veagh of the same place Butcher Complainant

This Defendant Now and at all Times hereafter Saving and Reserving to himself all and all manner of benefit and Advantage of Exception to the Many Errors uncertainties Insufficiencies and Imperfections in the Complainants said Replication contained for rejoinder thereunto saith that he will aver justify maintain and prove his said Answer to the Replication to said Bill of Complaint and all and Singular the Matters and things therein Contained and 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 that the said Replication is Very untrue weak and insufficient in the Law to be by this Defendant Rejoined unto for divers Defects and imperfections therein contained and this Defendant for further Rejoinder saith that he denies being indebted to the Replicant and the said Sums of Four hundred and

and twenty Six Pagodas, twenty four fanams and Seventy two Cash as Charged in his said Bill of Complaint and insisted on in his said Replication or in any other Sum or Sums of Money whatever, or that he ever had any dealings With the Repliant other than those which are Stated and Set forth in this Defendant's said Answer to the Repliant's said Bill of Complaint and this Defendant Positively denies that he ever did Request the Repliant to allow him to take up in his the Repliant's Name a Certain or any Quantity of Goods from the Store of Home Popham or from any other Stores or that he ever did enter into any Agreement with him either on Account of the said Goods or Upon any other Account and therefore this Defendant Solemnly declares that he never did take up Goods from the Stores of the said Home Popham in the Name of the Repliant and defies him to produce the proofs which he boasts of with so much Confidence for this Defendant says such proofs have No existence and thereupon this Defendant says that the Story which the Repliant so Plausibly and with so much apparent Candour relates on the pretended Subject of this Defendant's Accompanying him to the Store of the said Home Popham and there giving instructions to deliver to this Defendant any Goods he might require and debit him the Repliant therefor is wholley false entirely without any kind of foundation and fabricated Merely as a Subterfuge and to sanction and Promote the Evil designs of the Repliant and enable him to defraud this Defendant of his property to which end he has made the Most daring Attempt under Circumstances and upon Grounds the Most Palpably criminal, equally false is the Assertion that this Defendant's Brother Narrain Moodeliar did Receive certain Goods from the Stores of the said Home Popham on Account of the Repliant and for the use of this Defendant which this Defendant will in due time Prove to the Satisfaction of this honble Court and in opposition to the Argument Urged by the Repliant this Defendant for further Rejoinder saith that the Repliant never did apply to this Defendant to settle any Accounts

that

that were between them further than Desiring him this Defendant to Accept of One hundred and fifty Gallons of Brandy in part payment of the debt due from him to this Defendant for and on Account of the note of Hand or Acknowledgement mentioned and referred to in this Defendant's said Answer and for which Credit is given his Cross Bill of Complaint the Repliant Alledging that it lay on his Hands that he was greatly distressed in his finances and Assuring this Defendant that he would in the Course of a few days discharge the remaining Ballance due this Defendant Says it was under the Consideration of such plea of Distress and in consequence of such Assurance that this Defendant Unwilling to add to the Repliant's misfortunes by coercive measures did accede to his Solicitations and Receive the said Brandy in part payment of his said Debt and even in this simple Transaction the Repliant has made an over Charge of Two Pagodas, Sixteen fanams and forty Cash, for One hundred and fifty Gallons at twenty two fanams per Gallon the price agreed on Accounts to no more than Seventy Pagodas and forty five fanams And this Defendant Says that from the above Circumstances it is highly inconsistent that he should have Acquiesced in the justness of a Demand pretended to have been made by the Repliant or that he this Defendant did ever Promise to pay the Same for the Only transaction between them if it can be called a Transaction was the said Note of Hand due from the Repliant to this Defendant and for the payment of which this Defendant had frequently importuned the Repliant but Without any kind of Success until fearing the consequences that might Attend he offered the said Brandy as hereinbefore mentioned in part payment thereof this Defendant says he is unacquainted with the duty which the Repliant has in his Replication stated to have Called him so frequently from Madras, as to the Must talked of avocations Annexed thereto this Defendant has heard and believes are the avocations of a Butcher the only trade the Repliant has Practised and not the avocations of a Merchant a title he has thought proper to Confer upon himself in his Bill of Complaint.

This Defendant for further Rejoinder says that the Repliant

Never

Never did make a tender of payment to this Defendant of the said Note of hand
Previous to the filing of his said Bill of Complaint as in his Replication he falsely
Pretends to have done on the other hand this Defendant can prove that when the
Repliant was about to file his said Bill of Complaint it was suggested to him
that he ought to give Credit to this Defendant for the amount of the said note of
hand he obstinately and Positively Refused so to do — And this Defendant says the
Pretence the Repliant now sets up for Refusing to give this Defendant Credit for
the said Note of hand is truly futile and highly absurd he says he did not
think it safe to give Credit therefor firmly and truly believing that this Defendant
had paid it away and consequently that the person to whom it might have been
endorsed over waued at some future Period have demanded the amount
thereof — this Defendant saith that the Note is of such a Nature as not to be
Nigociable, but the matter of Fact is that the Repliant so far from ever hude-
-ring payment of the said note of this Defendant did constantly put off the
Demands frequently made by this Defendant under a Variety of frivolous excuses
after the Bill had been filed and this Defendant obliged to conceal himself
from a Warrant that had been issued against him in consequence the Repliant
did offer to pay his said Note of hand possibly imagining that should this
Defendant Accept thereof he Might thereby Prevent the Lash of the Law which
his Very extraordinary Conduct had drawn on him; but this Defendant
informed him it was then too late to speak on such Subjects for that he the
Repliant had filed a Bill against him and had thereto held him to
Bail upon Oath for a Sum of Money which he knew was not due to him
but that on the Contrary he was justly indebted to this Defendant in a Very
Considerable amount And this Defendant for further Rejoinder says that
he not only gives out and pretends but Solemnly declares and Affirms that
he has a Receipt for the Amount of the said Articles Charged by the Repliant
in his said Bill of Complaint and which said Receipt was granted to
him by Manaroo Moodelly the Dubash of the said Home Popham who
disposed

Disposed of the said Articles to this Defendant and who Purchased them
from the said Home Popham and who did in Consequence of payment
therefor grant a Receipt to his said Debash Copies of which said Receipts
Marked with the Letters A and B following the Bill particulars
of the said Articles are hereunto Annexed for the inspection of this Honble
Court to which this Defendant begs leave to refer and prays the same may
be taken as part of this his Rejoinder the Originals whereof are in his Possession
and Ready to be produced when Required, therefore this Defendant says it will
Appear that the Repliant could not have disposed of the said Articles to
this Defendant as he pretends to have done indeed the Repliant has not
Made up his mind himself on the subject so as to prevent one part of his
said Replication from contradicting the other for in one part of it he says
he disposed of the Goods to this Defendant and in another he as Roundly Asserts
they were Delivered out of the Stores of the said Home Popham and not to this
Defendant but to this Defendant Brother Narrain Moodley Nor are his
Assertions respecting the Sentiments of the said Home Popham less fallacious
and untrue nor is it of any consequence to the Defendant what his Sentiments
Were or to what Bill belonging to the Repliant he might have offered his
Signature — however for the Satisfaction of this Honble Court this Defendant
hopes the Repliant will deliver in such Bill if he has it in his Possession which
this Defendant does not believe to be the case, nor does this Defendant believe that
the said Home Popham was at is capable of an improper Action like that with
which the Repliant charges him indeed the Repliant Although he speaks of
the conduct of the said Home Popham as rendering him the Repliant a Cruel
Piece of Injustice Reflecting at the same time Discredit upon himself Yet he
does not shew nor has he pretended to shew by Authentics Documents
how the piece of cruel injustice has arisen or how the Attendant Discredit
has incurred, to effect this he should have exhibited the pretended Account
said to have been Signed by the said Home Popham and demonstrated
that

that the amount thereof had been paid and discharged and that such Amount included the Several Articles mentioned to have been delivered to this Defendant for and on Account of the Repliant for Surely if the matter is even as the Repliant himself states it that this Defendant did go to the Store of the said Home Popham and inform the Clerk of that Gentleman that he had purchased certain Articles from the said Stores and was desirous of paying for them and did afterwards Accordingly discharge the said Amount Surely the Repliant can have Sustained no injury nor the said Home Popham have gained any Discredit, the more particularly as by the Repliant's own Shewing the Circumstance took Place long before the Present Action was commenced; but perhaps the Repliant will say he Was deprived of the profit he was to derive for Accommodating this Defendt as he pretends that indeed must be a weighty consideration with the Repliant who has charged this Defendant the moderate interest of Sixty per Cent as will appear by a Reference had to the Exhibits A and B. hereunto Annexed and hereinbefore referred to and comparing the same With the Account charged by the Repliant and Annexed to his said Bill of Complaint. but this Defendant says as he has hereinbefore declared that he never had any dealings with the Repliant other than as Set forth in his this Defendant's said Answer; that the Goods mentioned by the Repliant to have been taken up from the Store of the said Home Popham for this Defendant's use were so taken up by Manaros Moodelly from whom this Defendant Purchased them to whom he paid the Amount and whose Receipt is at the bottom of the Account hereunto Annexed. This Defendant therefore says that he is not indebted to the Repliant in the said Sum of four hundred and twenty Pagodas, twenty four fanams and Seventy two Cash but that on the contrary the Repliant stands justly and truly indebted unto this Defendant in the said Sum of Two hundred and Sixty three Pagodas fifteen fanams and forty Cash And this defendant is

Astonished that the said Repliant should proceed in his unjustifiable Conduct and add Absurdity to falshood for the Repliant Acknowledges that he is indebted to this Defendant in the Amount of the said Note referred to in this Defendant's said Answer and Annexed to his said Cross Bill of Complaint and Yet still persists in his former Assertion that this Defendant is indebted to him in the said Sum of Four hundred and twenty Pagodas, twenty four fanams and Seventy two Cash but whom a Man forgets honesty and Truth and tramples upon the most Sacred Rites it is not Surprising that he should Assert any thing that he might Suppose Serviceable to his Cause a Cause founded in falshood and sherished by Crimes Crimes of a nature that the most abandoned would shrink back from With horror and such as this Defendant humbly conceives calls for the interposition of this Honble Court for if they see suffered to be Commited With impunity the Man of integrity will be unable to contend for his Right, the Liberty of the Subject will be constantly in danger and Alarms Persecution, Distress and Ruin will Swell the Dreadful Scene.

All which Matters and things this Defendant is Ready and willing to aver maintain and prove as this Honble Court Shall direct and therefore humbly Pray as in and by his said Answer he hath Already Prayed

J. Stuart Hall
Attorney for Defendt

A

A

Munnaroo ..... Dr

To 25 Casks of Porter @ 8 Pags ⅌ Cask
is Pagodas 200 " "

Madras
31st May 1788

Received the Contents
Pr H. Popham

A true Copy
J. Stuart Hall
Attly for Defendt

B

Theagory Moodelliar ..... Cr

			P.	f.	C
1788 May	31st	To 8 Hogsheads Porter	64	"	"
		To 3 Butts Do	48	"	"
June	3d	To 1 Hogshead Ale	8	"	"
	9th	To 1 Do Porter	8	"	"
	11th	To 7 Do Do	56	"	"
		To 1 Butt Do	16	"	"
		Pags	200	"	"

Fort St George
20th August 1788

E. E. and Received the Contents in full
Munnaroo

A true Copy
J. Stuart Hall
Attly for Defendt

Filed 7th July 1789

The Cross Replication of Theagory Moodelly of Madras Inhabitant Cross Complainant to the Cross Answer of David McVeagh also of the same Place Butcher Cross Defendant.

This Cross Repliant Saving unto himself all and all Manner of benefit and Advantages of Exception to the manifold insufficiencies in the said Cross Answer contained for Cross Replication thereunto saith that he will aver maintain and prove his said Cross Bill to be true Certain and Sufficient in the Law to be Answered unto and that the said Cross Answer of the said Cross Defendant is uncertain Untrue and insufficient to be by this Cross Repliant Replied unto — And this Cross Repliant for further Replication saith that the contuct of the said Cross Defendant is as inconsistent as it is improper, for in the moment that he Acknowledges the Justness of this Repliants demand, he Submits to this Honble Court Whether he ought to have given Credit for the amount thereof in the Bill of Complaint he filed in this Honble Court some time ago against this Repliant — This Repliant says that he the said Cross Defendant should first have Consulted his Conscience and if that sunk to the influence of certain cosiderations he Should have weighed the consequences Attendant on Sevearing to an untrue Debt ere he rejected the amount of the said Note of Hand and dared to approach Justice with a falshood — for this Repliant saith that the said Cross Defendant did make an Affidavit to the Amount contained in the said Original Bill of Complaint and did thereon hold this Repliant to Bail although it now Appears by the said Cross Defendants own shewing in his said Cross Answer to this Repliants Cross Bill of Complaint that he knew at the time he did so make Affidavit that he owed this Repliant a Considerable Sum of

Money

Money upon a Note of Hand but which he absurdly and falsely pretends to have believed had been paid away by this Repliant and might have been brought forward Against him at some Subsequent period Alledging as a Reason for such pretended belief that he had frequently tendered payment of the amount of the said Note of Hand to this Repliant but this Repliant Says that such Belief however absurd however ineffectual to the Cross Defendants purposes never could have been entertained by him because that the grounds from whence the said Belief is Pretended to have arison never had existence for this Repliant positively Declares and most solemnly avers that the said Cross Defendant never did Offer payment of the said Note of Hand to this Repliant and Although he Was frequently importuned thereto by this Repliant never could be prevailed on to satisfy the amount or any part thereof except by giving to this Repliant One hundred and fifty Gallons of Brandy for which this Repliant has given Given Credit in the Account Current Annexed to this Repliants said Cross Bill of Complaint Reference being thereunto had may Appear

This Repliant for further Replication saith that he cannot help expressing his surprise at the Language held out by the said Cross Defendant in his Said Cross Answer to wit that if the said not of hand is now in the Possession of this Repliant he the said Cross Defendant is willing to receive the Ballance between the said Note of Hand and the Sum of Four hundred and twenty Six Pagodas twenty four fanams and Seventy two Cash and this offer he makes from an anxiety only to gain impartial Justice, this Repliant saith that he does Not stand indebted to the said Cross Defendant in any Sum of Money whatever but on the contrary that the said Cross Defendant is justly and truly indebted unto this Repliant in the said Sum of two hundred and Sixty three Pagodas fifteen fanams and forty Cash and this Repliant humbly Insists that the Present is not a Proper time for the said Cross Defendant to make the Proposal he now comes forward with because that he the said Cross Defendant has

Shewn

Shewn under the Solemnity of an Oath that no such Note of hand as that Which he now Readily recognizes ever existed the said Cross Defendant Must therefore first Purge himself of the offence he has Committed against the Laws of his Country and the Fortune and Credit of this Repliant ere he can offer any Proposals Respecting the said Note of Hand

All Which Matter and things this Repliant is ready and Willing to aver maintain and Prove as this Honble Court shall direct and Most humbly Prays as in and by his said Cross Bill of Complaint he hath Already Prayed

J. Stuart Hall
Attorney for Cross Compl.t

Filed the 18th August 1789

The Amended Cross Rejoinder
of David MacVeagh of Madras Merchant Cross Defendant and Teagaroy Moodelly of the same Place Inhabitant Cross Complainant

This said Defendant Now and at all times hereafter Saving and Reserving to himself all and all manner of Benefit and Advantage of Exception to the Money errors Uncertainties and insufficiences In the Original Complainants said Replication Contained for Rejoinder thereunto And that the Cross Answer of this Defendant with all and Singular the Matters and things therein Contained are Good Certain and Sufficient in the Law to be Replied unto by the said Cross Complainant Is Very Uncertain evasive and insufficient. And for further Rejoinder This Cross Defendant saith that his Conduct Is by no Means Marked

with

With that inconsistency which the said Cross Repliant would Attempt to
Charge him with on the Contrary that It has been Strictly Uniform and Regular
For this Cross Defendant says that the said Cross Complainant having Refused
to produce the Note of hand when Called upon that He followed the Only
Regular and Effectual mode of Prosecution In filing his Bill of Complaint
for the Amount of the goods which this Cross Defendant will ever Insist
and Maintain the said Cross Complainant purchased of him and not from
Manaroo as he pretends, this Cross Defendant says that on this Occasion He
feels his Conscience perfectly at ease For having so Repeatedly and Unsuccess-
fully previous to his filing his Bill of Complaint demanded a Settlement
with the said Cross Complainant He had every Right to Suppose that the said
Promissory Note or Acknowledgment was In some Manner or other trans-
ferred to a Third person the load of Obloquy therefore which the said Cross Compl.t
has thrown upon this Cross Defendant Is equally Unmerited and Unjustifiable,
As it is irregular and inconsistent with the Practice of this Court which being
a Court of Record admits not of Scandelous Assertions and Hasty Premature
Conclusions of any One party to the injury of the other Inference can only be drawn
from Substantial proof And Such proof this Cross Defendant trusts and hopes
He will be able to Adduce in due time and which He trusts will expose this
transaction In a Very different light from from what the said Cross Compl.t
has Attempted to Represent it.

This Cross Defendant for further Rejoinder saith that
He will ever Insist Maintain and prove that all and every thing Set forth and
Alledged In his Original Replication Is true Certain and Sufficient. And
that the Rejoinder of the Cross Complainant exposes a Very unfair Statement
of Matters Calculated for the Purpose of Assisting his Own unequitous Intentions
[illegible] Beneficial was intered into

between him and this Cross Defendant this Cross Defendant saith that at the
time He Commenced this transaction with the said Cross Complainant that he
Was then Particularly Connected with Stephen Popham Esquire the Brother of
the said Home Popham and on that Account had an Unlimited Credit
Given him for goods from his Shop or Store that such being the Case He
took up Considerable Quanteties of Goods at different times which He disposed
of By whole Sale and Retail of different times which He disposed of By
Whole Sale and Retail to different people Charging a profit thereon
Which He Surely had a Right to do as a Compensation for the trouble He
had and the Responsibility He took upon himself Nor could any person
be Aggrieved by such Profit or Additional Charge as they were Acquainted
With the terms of Sale before they Purchased the goods And had an Opportunity
therefore either to Conclude a Bargain or to let it alone This Cross Defend.t
Says that He Received from others the same price for Ale and Porter
Which He Charged the said Cross Complainant with And on that Head
their is no Room for Dissatisfaction.

This Cross Defendant for further Rejoinder Saith that
the two Receipts Annexed to the Cross Complainants Rejoinder the One
Said to be granted by Home Popham to manaroo the other by Manaroo
to the Cross Complainant are Instruments framed for the Purpose of inju-
ring this Cross Defendant And the said Home Popham in granting a Receipt
to Manaroo and Settling with him for goods which this Cross Defendant
had Purchased did that which He Ought not to have done But this Cross
Defendant Continues to think and now Repeats what He has Already
Particularly Set forth In his Original Replication that Manaroo as the
as the Confederate of the Cross Complainant must have Availed himself of
some particular Moment when the said Home Popham was engrossed by
Other Concerns to get him to put His Signature to a Bill which Cool Reflection
Would

Would have prevented him doing this Cross Defendant says that
Although the Bill of Manaroo Signed by Home Popham Is dated on
the thirty first of May in the Year One Thousand Seven hundred and Eighty
Eight Yet He Verily and truly believes Indeed He fully understands that
the Signature of the said Home Popham was placed to it Subsequent to the
Filing of this Cross Defendants Original Bill of Complaint this Cross Defendant
for further Rejoinder Saith that Mr Frank Day the Clerk of the said Home
Popham did with his Own hand draw out from the Books of the Store a Bill
for all the goods which this Cross Defendant had Purchased And that the
Said Home Popham Did put his Signature to it And this Cross Defendant
further Saith As He will hereafter fully Prove that all the goods which
the Cross Complainant pretends He Purchased from Manaroo were in that
Bill included If therefore the said Home Popham did After that put his
Signature to a Bill in the Name of Manaroo He did that which was not
Justifiable For this Cross Defendant having Purchased the Goods He Alone
was responsible And Answerable for the payment of them This Cross Defendt
for further Rejoinder Saith that feeling himself Desirous to Settle and
Discharge the Amount of his Bill as aforesaid that He did frequently
Write and Speak to the said Stephen Popham Esquire the Brother of the
Said Home Popham to pay the same And the said Stephen Popham being
Considerably indebted to this Cross Defendant did promise and Undertake
to do it And Once In Particular being wrote to by this Cross Defendant He
returned for Answer "I have Settled all Your Accounts my Brother So
that that this Cross Defendant had every right to Suppose that all his
Accounts with the said Home Popham were in full discharged by the
Said Stephen Popham

The Cross Complainant In his Original Rejoinder

Saith this Cross Defendant Ought to have Shewn by Authentic Document
how and It what Manner He was injured by the said Home Popham And
that He Should particularly have Exhibited the pretended Account Said to have
been Signed by the said Home Popham and Demonstrated that the Amount
thereof had been paid And that such Amount included the Several Articles
Mentioned to have been Delivered to the said Cross Complainant For Answer
thereunto this Cross Defendant says that Although He has at this time no
Document to Annex to his Cross Rejoinder Yet from the face of the Proceeding
It is palpably plain that He has been injured If the said Home Popham gave a
Discharge to a Third Person for goods which this Cross Defendant had purchased
He surely injured him For the Cross Complainant Sets up the said Receipt In
Opposition to this Cross Defendants legal demand Insisting thereby that He
Purchased the goods from Manaroo who Purchased them from Home Popham
and not from this Cross Defendant This Cross Defendant says that it is not
In his Power to deliver Into the Court the Bill of particulars which He has
Asserted was made out in his Name Because It is not in his possession
But He trusts that He will In due time Make It appear to the Satisfaction
of this Honble Court that such a Bill was made out that the said Home
Popham did put his Signature thereunto And that the very goods which
the Cross Complainant Pretends He Purchased from Manaroo were therein
included This Cross Defendant Again Repeated that when He purchased
Goods from the said Home Popham that He did it with the intention of
disposing them again with a View of gaining profit thereby And He
Maintains and insists that the said Cross Complainant having received
the goods which were Delivered for and on Account of him to his Brother
Narrain Moodelly But debited to this Cross Defendant as aforesaid that
He Ought to have paid and Settled for the same which refusing to do
This Cross Defendant was Authorised to file His Bill of Complaint In
this

Would have prevented him doing this Cross Defendant says that
Although the Bill of Manaroo Signed by Home Popham Is dated on
the thirty first of May in the Year One Thousand Seven hundred and Eighty
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the Cross Complainant pretends He Purchased from Manaroo were in that
Bill included If therefore the said Home Popham did After that put his
Signature to a Bill in the Name of Manaroo He did that which was not
Justifiable For this Cross Defendant having Purchased the Goods He Alone
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Said Home Popham to pay the same And the said Stephen Popham being
Considerably indebted to this Cross Defendant did promise and Undertake
to do it And Once In Particular being wrote to by this Cross Defendant He
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that that this Cross Defendant had every right to Suppose that all his
Accounts with the said Home Popham were in full discharged by the
Said Stephen Popham

The Cross Complainant In his Original Rejoinder
Saith

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how and It what Manner He was injured by the said Home Popham And
that He Should particularly have Exhibited the pretended Account Said to have
been Signed by the said Home Popham and Demonstrated that the Amount
thereof had been paid And that such Amount included the Several Articles
Mentioned to have been Delivered to the said Cross Complainant For Answer
thereunto this Cross Defendant says that Although He has at this time no
Document to Annex to his Cross Rejoinder Yet from the face of the Proceeding
It is palpably plain that He has been injured If the said Home Popham gave a
Discharge to a Third Person for goods which this Cross Defendant had purchased
He surely injured him For the Cross Complainant Sets up the said Receipt In
Opposition to this Cross Defendants legal demand Insisting thereby that He
Purchased the goods from Manaroo, who Purchased them from Home Popham
and not from this Cross Defendant. This Cross Defendant says that it is not
In his Power to deliver Into the Court the Bill of particulars which He has
Asserted was made out in his Name Because It is not in his possession
But He trusts that He will In due time Make It appear to the Satisfaction
of this Honble Court that such a Bill was made out that the said Home
Popham did put his Signature thereunto And that the very goods which
the Cross Complainant Pretends He Purchased from Manaroo were therein
included This Cross Defendant Again Repeated that when He purchased
Goods from the said Home Popham that He did it with the intention of
disposing them again with a View of gaining profit thereby. And He
Maintains and insists that the said Cross Complainant having received
the goods which were Delivered for and on Account of him to his Brother
Narrain Moodelly But debited to this Cross Defendant as aforesaid That
He Ought to have paid and Settled for the same which refusing to do
This Cross Defendant was Authorised to file His Bill of Complaint In
this

This Honble Court as aforesaid

All which Matters and Things this Cross Defendant is Ready and Willing to Verify Maintain and Prove and Humbly Prays as Is Mod by his said Cross Answer he hath Already Prayd

G. Chalmer
Atty for Cross Defendt

Interrogatories to be Administered to Such Witnesses as shall be Produced & Sworn and Examined in a Certain Cause and Cross Cause now Depending and at Issue in the Honble the Mayors Court at Madraspatnam Wherein David MacNaghten the Original Complainant and Cross Defendant and Peagarey Moodaly is the Original Defendant and Cross Complainant

Et Contra

On the Part and Behalf of the Original Complainant and Cross Defendant

To all the Witnesses

1st Interrogatory Do You Know the Parties Original Complainant and Cross Defendant and Original Defendant and Cross Complainant in the Title of these Interrogatories Named or any and Which of them and Knowing Have You or Knows Them or any and Which of them Respectively Declare the Truth and Your Knowledge Therein

Thursday 2d Interrogatory Were You or were You Present Some Time Day or about the Month of May In the Year of Our Lord One Thousand Seven Hundred and and Eighty Eight or any other and What Time employed by Hanse Popham Supercargo of the Imperial Ship Stadt Vanneuwen If Yea How long were You in His Service what Capacity did You Serve Him in and what was Your Particular Duty Do You or Do You not Know that the Original Complainant and Cross Defendant In the Title of these Interrogatories Named Had Liberty given Him by the said Hanse Popham to take Up Goods on Credit from His Shop or Stores If Yea to what Amount and How long did such Credit extend to Set forth to the Best of Your Knowledge and Belief and Remembrance Fully and at Large Declare

Do 3d Interrogatory Did or Did not the Original Complainant and Cross Defendant and the Original Defendant and Cross Complainant In the Title of these Interrogatories Named come Together to the Shop or Store of the said Hanse Popham some Time On or About the Middle of May One Thousand Seven Hundred and Eighty Eight or any other and what Time did or did not the said Original Complainant and Cross Defendant direct You to Deliver to the said Original Defendant and Cross Complainant Whatever Goods He should Order either to Himself or any other Person Calling for them and their Name or How otherwise Did or Did not the said Original Complainant and Cross Defendant further Direct You to Charge and Debit Him in the Books of the said Hanse Popham for the same Did You or Did You not Promise to comply with the Request and What were Your Reasons for so Doing Declare particularly as You Know and Do Remember

Do 4th Interrogatory Did or Did not a Certain person of the Name of Narrain Moodely Brother to the said Original Defendant and Cross Complainant some few Days after these Directions had been given or Knowing afterwards came to the Shop or Store of the said Hanse Popham and Request that Certain goods might be delivered to him If Yea what Goods did He Order what Quantity of them and to what Amount Are whose Name and

and for whom Did he Demand them and to whose Account Did he Desire them to be Debited and what were Your Proceedings thereupon Declare as You fully know Recollect and Do believe.

Do 5th Interrogatory Did You or did You not with Your Own Hand Draw out the Paper Writing now Produced and and Shewn to You at the time of Your Examination Purporting to be a Bill of Particulars of Goods Sold to the said Original Complainant and Cross Defendant If Yea By whose order did You Draw it out and at what time Is or is not the Name Home Popham Affixed to the Bottom of the said Bill If Yea Is or Is not the said Name of his own Proper hand Writing and Did You or did You not See Him Subscribe His Name thereunto If Yea and what time and where Is or is not the Very Articles which were delivered to the said Narrain Moodelly on Account of the said Original Defendant and Cross Complainant therein, and was or Was not the Original Complainant and Cross Defendant charged in the in the Books of the said Home Popham as the Purchaser of them and did You or did You not Conceive Him only Responsible for the Payment of them Did or did not the said Home Popham also Conceive him Responsible for the Payment of them, and did He or did he not in Your Presence or any other Persons and whom, say that he would Prosecute the said Original Complainant and Cross Defendant with all the Rigour of Law unless Hoe very soon paid the Amount of his said Bill If Yea was or was not the Very Goods which You Delivered to the said Narrain Moodelly for the Original Defendant and Cross Complainant Part of those which the said Home Popham Declared he would Prosecute the Original Complainant and Cross Defendant for Set forth According to the best of Your Knowledge Remembrance and belief herein fully and at Large Declare.

Do 6th Interrogatory Look at the Exhibit now Produced and Shewn [illegible] Examination Marked with the Letter A

Purporting to be a Receipt for Twenty five Casks of Porter Sold by the said Home Popham to One Manaroo Is the Signature thereunto Affixed of the Proper Hand writing of said Home Popham or not If Yea at what time and when Do You Suppose He Subscribed his Name thereto Did the said Mannaro Purchase the said Twenty five Hogsheads or not and would You or would You not have known had he Done so, was or was not the said Mannaro Dubash To the said Home Popham If Yea Do You or do You Not believe That the Original Defendant and Cross Complainant Considerating to and with the said Mannaroo Has Availed themselves if emproper Means to get the said Home Popham to Place his Signature to the said Exhibit A In order to Prevent the said Original Complainant and Cross Defendant Recovering the Amount of the goods as Charged in his said Bill of Complaint Declare all You know or have been Credibly informed and believe Concerning the Matters inquired after in this Interrogatory with the Reasons and Circumstances that induce Your Belief

Stephen Popham 7th Interrogatory Do You or Do You not know that the Original Complainant and Cross Defendant mentioned in the Title of these Interrogatories was Allowed by Your Brother Home Popham to take goods from His Store upon Credit If Yea what quantity of Goods did He take up and what did they Amount to, Did You or did You not Promise and Undertake to discharge the Amount due and owing to Your said Brother by the said Original Complainant Cross Defendant And did You or did You not One in Particular on or About the Fifth of August One thousand Seven hundred and Eighty Eight or at any other and what time write to the Original Complainant and Cross Defendant informing him that You had done so Did or did not the Words in Your said Letter Run to the following effect To Wit I have settled Your Account with my Brother Declare as You know Believe or d Remember

T Ballajee

Ballajee Rosw. 8th Interrogatory Have You or Have Your not Read Written to
Cajandriah Wm Charles Inglis One of the Attorneys in the Humble the Mayors
Court If Yea did You or did You not soon thereafter or about the Months of
January in the Present Year or at any other and what time, Desire the Original
Defendant and Cross Complainant to Produce a Certain Note then in his
Possession for Pagodas three hundred If Yea at whose Instance and Desire
did You Make the Request and at what time was or was it not Previous
to the filing of the Bill of Complaint Did You or did You not inform the
said Original Defendant and Cross Complainant that it would either be
Discharged by the said Original Complainant and Cross Defendant or that
he would have Credit given him for it in his Account and Did or did not
the said Original Defendant and Cross Complainant Neglect to Produce it
in Thought Repeatedly importuned by You so to Do Declare as You Credibly
Know Remember and Do believe

Interrogatory Lastly Do You know if any other Matter
or Thing or have You heard or can You say any Thing Other Matter in
Question that May tend to the Benefit and Advantage of the Original
Complainant and Cross Defendant in this Cause besides what You have
been Already Interrogated unto Declare the same fully and at Large
as if You had been particularly Interrogated

G. Chalmers
Atty for Original Compt.ts
And Cross Defendt.s

Dr

Mussulpoo

			Pags.	Fs.
		To 25 Cask of Porter @ 8 Pags. P. Cask	200	" "
			Pagodas 200	" "

Madras

This Exhibit Marked A. was shewn to Frank Day Mussulpoo Merchant
and Willm Dixon at the respective times of their Examinations before me on
the Part of the Original Complainant and Cross Defendant and on the
Part of the Original Defendant and Cross Complainant In a certain
Cause now depending In the Hble the Mayors Court at Madras aforesaid
Wherein the said David Mac Veigh is Original Complainant and
Jeagarey Moodly is Orign.l Defendant was on the 13th and 16th Decr 90
and 22d Day of Janry Anno Dominl 1791

Joseph Shawe

				Exs.	Drs.
		Mr.	M.c Veigh		
				Pags.	Fs. C.
1788	16th	To 4	Hogsheads Ale	40	" "
May		4	Do Do	36	" "
		2	Butts Porter	108	" "
		18	Dozen Cherry Brandy	36	" "
	20	2	Butts Porter	108	" "
	24	3	Hhds.s Ale	72	" "
		6	Butts Porter	54	" "
	31	+ 8	Hhds.s Do	10	" "
		+ 3	Butts Do	9	" "
	June 3	+ 1	Hhd.d Ale	63	" "
		9 + 1	Do Porter	18	" "
		11 + 1	Do Do	1	" "
		+ 1	Butt Do		
			2 Bottles Liqueurs	120	" "
			8 Cases Cyder qts 48 Dozen @ 2/4 P Doz.n	36	" "
			2 Butts Porter	18	" "
			2 Hhds Do	30	" "
			3 Hhds Ale	18	" "
			1 Butt Porter	9	" "
			1 Hhd Do	90	" "
			5 Butts Do	216	" "
			12 Butts Do	18	" "
			2 Hhds Do	6	" "
			1 Case Gin	1	" "
			1 Case		
				Pagodas 1187	" "

H. Popham

This

This Exhibit Marked C was Shewn to Franck Day John Mitford and Manaroo Moody at the Respective times of their Examination before Me on the Part of the Original Complainant and Cross Defendant and on the Part of the Original Defendant and Cross Complainant In a Certain Cause now Depending In the Honble the Mayors Court at Madraspatnam wherein the Said David MacVeigh is Original Complainant and Teagaroy Moody is Original Defendant Was on the 13th 23rd Decem^r 90. 17 & 18th day of Jany Anno Domini 1791

Joseph Shawe
Ex^r

Mayor's Court at Madraspatnam } Between David MacVeigh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Complainant. Et E. Contra

On the Part of the Orig^l Compt^t & Cross Defendant

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

Mr Frank Day Clerk to the House of Balfour Spalding & Co Aged twenty Years or thereabouts being Produced as a Witness in this Cause on the Part of the Original Compt^t and Cross Defendant was on the thirteenth Day of Decem^r One Thousand Seven hundred and Ninty Signified at the Office of Mr James Stewart Hall who is Attorney for the Original Defendant and Cross Compt^t by Casavah my Servant who Also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Original Complainant and Cross Defendant David MacVeigh in

thousand Seven hundred and eighty eight And that he doth know the Original Defendant and Cross Complainant Teagaroy Moodelly in this Cause and that he hath so known him about the Same time And more he saith not to this first Interrogatory

2^d ..... To the Second Interrogatory this Deponent saith, that he was sometime in or about the Month of May in the Year of Our Lord One Thousand Seven hundred and eighty eight employed by Mr Home Popham Supercargoe of the Imperial Ship Stadt Van Weemen, and further saith, that he was in his Service from January One thousand Seven hundred and Eighty eight to the Month of February One Thousand Seven hundred and Eighty Nine in the Capacity of a Clerk; during which time he this Deponent had charge of his books; This Deponent Saith, that he doth know that the Original Complainant and Cross Defendant in the Title of these Interrogatories Named had liberty given by the said Home Popham to take up Goods on Credit from his Shop or Stores And further Saith, that the Said Original Complainant and Cross Defendant had a Credit established the beginning of May One Thousand Seven hundred and Eighty eight for the Sum of about Eleven hundred Pag^s which said Credit was to extend till the departure of the Ship for Europe which circumstance was mentioned to this Deponent by Cap: Ingram, who had the Superintendance of the Stores during the illness of Mr Home Popham the Supercargoe. And More he saith not to this Second Interrogatory

3^d ..... To the third Interrogatory this Deponent saith, that the Original Complainant and Cross Defendant and he this Deponent has every Reason to believe as far as he dare Charge his Memory, that he the said Original Complainant and Cross Defendant was Accompanied by the Original Defendant and Cross Complainant in the title of these interrogatories Named to the Shop or Store of the said Home Popham some time about the beginning of the Month of May One Thousand Seven hundred

Hundred and eighty eight — And further saith Saith, that the said Original Complainant and Cross Defendant did direct him this Deponent to deliver to the said Original Defendant and Cross Complainant whatever Goods he choose to Order either to himself or any other person calling for them in his Name, the said Original Defendant and Cross Compl.t This Deponent saith, that the said Original Complainant and Cross Defendant did further direct him, this Deponent, to charge and Debit him, the said Original Complainant and Cross Defendant, in the Books of the said Home Popham for the Same — And further saith, that he did Comply with the above request — in consequence of being informed by Cap.n Ingeram to deliver any Goods to the Order of the Original Complainant and Cross Defendant to the extent of the said Sum of about Eleven hundred Pag.s as already mentioned — And more he saith not to this third Interr.y

4th ..... To the fourth Interrogatory this Deponent saith, that a certain person of the Name of Narrain Moodelly Brother as he stited himself, to the said Original Defendant and Cross Complainant some few days after these Directions had been given did came to the Shop or Store of the said Home Popham, and request that certain Goods might be delivered to him — And further saith, that the said Narrain Mood.y did frequently come to said Store in Month of May One Thousand Seven hundred & Eighty eight and Ordered to the best of this Deponents recollection about Twenty Cash of Porter amounting to the Sum of about One hundred and Eighty Pag.s this Deponent saith, that the said Porter was Ordered in the Name of the Original Defendant and Cross Complainant, and directed to be placed to the Account of the Orig.l Compl.t and Cross Defendant — And further Saith, that the Quantity of Porter delivered to the said Narrain Moodelly Was entered in a Memorandum book, entered under the head of Goods delivered or Account of the Original Complainant & Cross Defendant, And

fourth Interrogatory —

5th ..... To the fifth Interrogatory this Deponent saith, that he did with his own hand draw out the Paper Writing now produced and shewn to him at this the time of his examination Marked with the Letter C, Purporting to be a bill of particulars of Goods sold to the said Orig.l Compl.t and Cross Defendant — and further saith, that he, this Deponent drew out the said Particulars at the desire of Cap.n Popham about the middle of February One Thousand Seven hundred and eighty Nine This Deponent saith, that the Name Affixed, to the bottom of the said bill, is of the proper bond Writing of the said Home Popham — And further saith that he saw the said Cap.n Popham subscribe his Name thereto — in the Office of M.r John Mitford, about the Middle of February One thousand Seven hundred and eighty Nine — This Deponent saith, that the Very Articles which were delivered to the said Narrain Moodelly on Account of the said Orig.l Defendant and Cross Complainant are contained in the said bill of particulars And further saith, that the Orig.l Compl.t and Cross Defendant was Charged in the books of the said Home Popham as the Purchaser of them This Deponent Saith, that he conceives him the Orig.l Compl.t and Cross Defendant only as Responsible for the payment of them — And further Saith that he, this Deponent believes, that the said Home Popham did likewise conceive the Original Compl.t and Cross Defendant to be Responsible for the payment of the said Articles. This Deponent saith, that the said Home Popham did in this Deponents presence, as well as in the Presence of Manar Moodelly Dubash direct the Latter to Prosecute the said Original Complainant and Cross Defendant, with all the Regour of the Law unless he Very Soon paid the Amount of the said bill — And further saith that the Very Goods which this Deponent Delivered to the said Narrain Moodelly for the Original Defendant & Cross Compl.t was Part of those Goods the said Home Popham declared he would Prosecute the

the Orig.l Complainant and Cross Defendant for and more he saith not to this fifth Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent hath Looked at the Exhibit now Produced and Shewn to him at this the time of his examination Marked With the Letter A Purporting to be a Receipt for Twenty five Casks of Porter Sold by the said Home Popham to One Mannaroo And firmly believes that the Signature thereunto Affixed is of the proper hand Writing of the said Home Popham this Deponent Saith, that he doth Not know the time when the said Home Popham Subscribed his Name thereto And further saith, that no entry was made in the books of Cap.n Popham kept by this Deponent of any Purchase of Porter made by Mannaroo And this Deponent hath every Reason to suspect that a Scheme to defraud the Orig.l Complainant and Cross Defendant, was entered into by the said Mannaroo and the Original Defendant and Cross Complainant in consequence of the Original Defendant and Cross Compl.t finding Some time after he had made an engagement with the Original Complainant and Cross Defendant for the purchase of a certain Quantity of Porter at a price considerably higher than the price that Cap.n Popham was afterwards induced to dispose of the remains of his Porter — the Orig.l Defend.t and Cross Compl.t availing himself of that circumstance, and in consequence Persuaded Mannaroo to say, that he, the said Mannaroo had made the Purchase of Cap.n Popham, in lieu of the Orig.l Compl.t and this Deponent firmly believes that the said Cap.n Popham relying on the integrity of his Dubash Mannaroo, without ever making any enquiries of this Deponent, if such Goods had Actually been delivered; and consequently could not have Supposed that he had previously Put his Signature to a Bill of Particulars in which the Same Articles were include — And more he Saith not to this or to the last Interrogatory —

Frank Day

Joseph Shaw

Mayor's Court at Madraspatnam } Between David McVeigh is the Original Complainant and Cross Defendant and Teagaroy Moodelly is the Original Defendant and Cross Complainant — Et E Contra —

On the Part of the Orig.l Compl.t & Cross Defendant —

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

Mr Stephen Popham One of the Attornies in the Hon.ble the Mayor's Court Aged forty five Years and upwards — being Produced as a Witness in this Cause on the Part of the Orig.l Complainant and Cross Defendant was on the fourteenth Day of February One Thousand Seven hundred and Ninety One Signified at the Office of Mr James Stuart Hall who is Attorney for the Original Defendant and Cross Complainant by Casavah My Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards On the Same Day being Sworn and Examined Deposeth as followeth —

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Orig.l Compl.t & Cross Defendant David McVeigh in this Cause, and that he hath so known him about four Years — and that he doth know the Orig.l Defendant and Cross Complainant Teagaroy Moodelly in this Cause, and that he hath so known him about four Years And more he saith not to this first Interrogatory —

7th ..... To the Seventh Interrogatory this Deponent Saith, he doth know the Orig.l Complainant and Cross Defendant mentioned in the title of these Interrogatories was Allowed by his, this Deponents Brother Mr Home Popham to take goods from his Store upon credit — And further saith, that he the Orig.l Compl.t & Cross Defendant did take up goods to the Amount of Eleven hundred Pag.s or thereabouts. this Deponent Saith, that he did not take upon himself to discharge the Amount due and

Owing

Owing to his Brother the said Mr. Home Popham by the said Compl.t and Cross Defendant but this Deponent Acknowledges to have written the particular as Stated in the Interrogatory, and he believes about the time therein mentioned — Meaning thereby that the Orig.l Complainant and Cross Defendants might not Apprehend being pressed by the said Home Popham for immediate Payment, and this Deponent further Saith that had his said Brother required at that time this Deponents Positive undertaking for the Amount of his demand on the said Original Complainant and Cross Defendant, he would have Given it, as he then owed the said Orig.l Compl.t and Cross Defendant a Larger Sum, but such undertaking was not required and this Deponent doth not know they Ultimately settled — And more he saith not to this Seventh Interrogatory. —

To the last Interrogatory this Deponent Saith, that Soon after the Orig.l Complainant and Cross Defendant had bought the goods from this Deponents Brother, he informed this Deponent of having Sold Some part of them at a Profit without incurring even the Expence of Removing the Goods from the Stores of this Deponents Brother — And more he saith not to this last Interrogatory. —

Joseph Shawe Ex.r

L. Popham

Mayor's Court at Madraspatnam } Between David Mc Veagh is the Original Complainant and Cross Defendant and Teagarey Moodelly is the Original Defendant and Cross Complainant Et E: Contra. —

On the Part of the Original Compl.t & Cross Defend.t

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

Ballajee Row Dubash of Madras Aged thirty Years or thereabouts — being Produced as a Witness in this Cause On the Part of the Orig.l Compl.t and Cross Defendant was on the twenty Second Day of January One Thousand Seven hundred and Ninty One Signified at the Office of Mr. James Stewart Hall who is Attorney for the Orig.l Defendant and Cross Complainant by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the Same Day being Sworn and Examined Deposeth as followeth. —

1st ..... To the first Interrogatory this Deponent saith that he doth know the Original Complainant and Cross Defendant David Mc Veagh in this Cause, and that he hath so known him about One Year — And that he Doth know the Original Defendant and Cross Complainant Teagarey Moodelly in this Cause, and that he hath so known him about two Years — And More he saith not to this first Interrogatory. —

8th ..... To the eighth Interrogatory this Deponent saith, that he was head Writer to Mr. Charles Inglis one of the Attornies to the Honble the Mayor's Court — And further saith, that he did Some time in the Month of January One Thousand Seven hundred and eighty eight, desire the Original Defendant and Cross Complainant to Produce a certain Note there in his Possession for three hundred Pag.s this Deponent saith, that he did at the Instance

Instance of this late Master Mr Charles Inglis, make the request previous
to the filing of the Bill of Complaint And further saith, that the debts from
the said Orig.l Defendant and Cross Complt, that he would have Credit
given him for it in his Account. This Deponent Saith, that the said
Original Defendant and Cross Complainant did neglect to produce the
said Note though repeatedly importuned by him, This Deponent to
the And more than said Went to this or to this Last Interrogatory.

Batajee Row

Joseph Sharne
Esq.r

Additional Interrogatories

To be Administered to Such Witnesses as shall be
Produced Sworn and Examined on a Certain Cause
and Cross Cause Now Depending and at Issue in
the Honble the Mayor's Court at Madraspatnam
Wherein David Macleagh is the Original Complt
ant and Cross Defendant and Ragaraya Moodelly
is the Original Defendant and Cross Complainant
&c &c Contra

On the Part and behalf of the Original Complainant and
Cross Defendant

For all the Witnesses
John Mitford
Mannaroo
Moodelly

Interrogatory 1st Do You know or Do You not know the Parties
Original Complainant and Cross Defendant and Original Defendant and
Cross Complainant in this Title of these Interrogatories Named or any and
Which of them and how long have You so Known them or any and which
of them respectively declare the truth and Your Knowledge herein

John

John Mitford

Interrogatory 2d Look at this Paper writing Now Produced and Sh.
to You at the time of Your examination purporting to be a Bill of Particulars
With the Name of Hanne Popham at the foot thereof Are You acquainted with
the Hand Writing of the said Hanne Popham and do You believe the Name of
the said Hanne Popham to be of his own proper Hand writing or not Do Yo
Do You not know whether the Original Complainant and Cross Defendant
chased from the said Hanne Popham the different Articles in the said Bill
Contained Do You or Do You not Act for the said Hanne Popham under his
Letter of Attorney or under any other Power and what Did or Did not He sai
Hanne Popham previous to his departure from this Country or at any other
time and when Request You to prosecute the Original Complainant and Cross
Defendant for the Amount of the said Bill in the event of his not discharging
If Did You ever receive from the said Original Complainant and Cross Defen
or by any other person for him any Offer of the whole Sum Did You or Did You
not say that You Could only receive part thereof If You what was Your rea
for saying so Set forth the Particulars at Large According to the best of Your
Knowledge Remembrance and belief and the truth Declare

Mannaroo Moodelly

Interrogatory 3d Look at the Paper Writing now produced and
Shewn to You at the time of Your Examination purporting to be a Bill of Parti
culars with the Name of Hanne Popham Subscribed thereto Do You know whether
the goods in the said Bill Contained were Purchased by the Original Complt
and Cross Defendant in the Title of these Interrogatories Named If You
Was the same paid for or not Were You or were You not Head Dubash of
the said Hanne Popham during his residence at this Place Were You or were
You not Also Dubash to Mr John Mitford and was the said Mr John Mitfo
at that time Attorney to the said Hanne Popham and does he now Continue to
Act in that Capacity Did or Did not the said Hanne Popham or Any Agent
time of his departure from this Place or at any other time and when any
the Original Complainant and Cross Defendant Did not discharge the
Amount

Enc

14

Amount of the said Bill that he must be prosecuted with the greatest Rigour of Law for the Recovery of it was any other person present besides Yourself When such words were expressed and who by Name Set forth the whole to the Best of Your Knowledge Remembrance and belief and the thruth Declare

Call the Witnesses } Last Interrogatory Do You know of any other Matter or thing or have You heard or can You Set forth any thing touching the Matter in Question in this Cause, that may tend to the benefit and Advantage of the said Original Complainant and Cross Defendant besides what You have been herein before Interrogated into If Yea Declare the same fully and at large as if You had been thereunto particularly Interrogated

G. Chalmer
Atty for Original Compl.t
& Cross Defendant

Mayor's Court at Madrasapatnam } Between David MacVeagh is the Original Complainant and Cross Defendant and Tragaroy Moodelly is the Original Defendant and Cross Complainant Et E. Contra

On the Part of the Original Compl.t and Cross Defendant

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

John Mitford Esq.r Senior Merchant on the Madras Establishment Aged thirty five Years or thereabouts being produced as a Witness in this Cause On the Part of the Orig.l Complainant and Cross Defendant was on the eighteenth Day of January One Thousand Seven hundred and Ninety One Signified at the Office of Mr James Stewart Hall who is