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Filed 7th July 1783

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

Humbly Complaining Sheweth unto this
Hon.ble Court Your Orator Lettycallatee Chadavala Moodelliar of
Madraspatnam Merchant, that Paitapatty Venkier and Manam
bador Moodor Moodelliar of the same place Merchants, and Inhabitants
Stand Jointly and Severally Indebted unto Your Orator in the full and
Just Sum of Eight Hundred and Six Pagodas Twenty Six fanams
and Twenty three Cash, Making in Sterling Money of Great Britain
after the rate of Eight Shillings for every Pagoda the Sum of Three hundred
and Twenty two Pounds fifteen Shillings and upwards as will more
fully and at large Appear, by a true Copy of Marked **B.** N.2 of said Account
Current, between Your Orator and the said Paitapatty Venkier and
Manambador Moodor Moodelliar, and which Your Orator prays may
be taken as part and parcell of this Your Orator's Bill of Complaint, For
that Whereas, as Your Orator Sheweth, the said Paitapatty Venkier and
Manambador Moodor Moodelliar, having on the thirteenth day of
July in the Year One thousand Seven Hundred and Eighty Two, applyed
unto Your Orator for the Loan of fifteen Hundred and three Star Pagodas
and One Eighth of a Pagoda, Your Orator did at their Special instance
and Request Advance and Lend unto the said Paitapatty Venkier and
Manambador Moodelliar, the said Sum under certain Terms and
Conditions as Set forth and Expressed in a Malabar Writing under the
Hand and Signature of the said Paitapatty Venkier and Manambador
Moodor Moodelliar, and bearing date the aforementioned 13th day of
July in the said Last Mentioned Year 1782, Whereby the said Paitapatty
Venkier and Manambador Moodor Moodelliar, acknowledged to have

Borrowed and Received of Your Orator, the said Sum of fifteen hundred and three Pagodas and One Eighth, which Sum they did then promise and undertake to pay, Jointly and Separately by Installments in manner following Viz.t the Sum of One hundred Pagodas on or before the Seventeenth of the then Month of July, the Sum of three hundred Pagodas on or before the Ninth day of November following, a further Sum of four hundred Pagodas on or before the Ninth day of January in the present Year 1783, a further Sum of three hundred and three Pagodas and one Eighth on or before the Ninth day of March following with such Interest as might accrue thereon after the Rate of Twelve Pagodas for every hundred Pagodas by the Year. Your Orator further Sheweth, that in default of Payment of all or any of the Sum and Sums of Money, According to the several Installments Your Orator and the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar, Agreed to and with each other, and Consented that in Case of any Difference Arising the same should be Submitted to this Hon.ble Court, Your Orator Sheweth, the matters in Difference the Parties themselves have Given this Hon.ble Court a Jurisdiction of, as the Charter directs and Empowers, as will more fully appear by a Reference to the Copy of Marked **A.** No. 1 of the Translate of the Original Bond or Obligation in the Malabar Language hereunto Annexed for the inspection of this Hon.ble Court and which Your Orator prays may be taken as part and Parcel of this Your Orator's Bill of Complaint, the Original of said Malabar Writing from whence the Translate is made is Ready to be produced whenever required And Whereas Your Orator Sheweth that he has frequently and in an Amicable Manner Requested Payment of and from the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar

But now so it is and may it Please this Hon.ble Court the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar Obstinately and Wilfully Refuse to give Your Orator any manner of Satisfaction Touching the Premises, Your Orator therefore prays a general Relief such as to

to this Hon.ble Court shall appear agreeable to Equity and good Conscience, To the End therefore that the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar may upon their and each of 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 Whether they the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar, or either and which of them, did or did not Set and Subscribe their Names to the Malabar Writing, as hereinbefore mentioned and Expressed, And Whether such Setting and Subscribing was or was Not, or what other day or Date, Same, on the day and Year as mentioned in the said Malabar Writing, And Whether they the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar, or one and which of them for the other, did or did not Receive the Consideration of Your Orator, to the Amount as mentioned in the aforementioned Malabar Writing, And Whether they the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar or either, and which of them, Have or Have not paid or Discharged the Amount Principal and Interest due on the said Malabar Obligation, and in what manner they have so Discharged the same, and if Not, that they or either of them may Set forth their or either of their Reasons for their Refusing to pay off and Discharge the Amount Principal and Interest due on their Joint and Separate Bond or Obligation to Your Orator and that they or either of them be Decreed to pay unto Your Orator, the aforesaid Sum of Eight Hundred and Sixty Star Pagodas Twenty Six fanams and Seventy three Cash, with all such Interest as now is, or shall hereafter become due thereon, also the Costs of this Suit

May it Please this Hon.ble Court to Cause the said Paitapatty Venkier and Manambadoo Moodoo Moodelliar to be Summoned and Required by the Sheriff of Fort Saint George & Town of Madraspatnam

Borrowed and Received of Your Orator, the said Sum of fifteen hundred
and three Pagodas and One Eighth, which Sum they did then promise
and undertake to pay, Jointly and Separately, by Installments in manner
following Viz.t the Sum of One hundred Pagodas on or before the Seventeenth
of the then Month of July, the Sum of three hundred Pagodas on or before the
Ninth day of November following, a further Sum of four hundred Pagodas
on or before the Ninth day of January in the present Year 1783, a further Sum
of three hundred and three Pagodas and one Eighth on or before the Ninth
day of March following with such Interest as might accrue thereon after
the Rate of Twelve Pagodas for every hundred Pagodas by the Year. Your Orator
further Sheweth, that in default of Payment of all or any of the Sum and
Sums of Money, According to the several Installments Your Orator and
the said Paitapatty Venkier and Manambador Moodoo Modelliar,
Agreed to and with each other and Consented that in Case of any Diffe-
rence Arising the Same should be Submitted to this Honble Court, than
Your Orator Sheweth, the matters in difference the Parties themselves have
Given this Honble Court a Jurisdiction of, as the Charter directs and
Empowers, as will more fully appear by a Reference to the Copy of Marked
A. No 1 of the Translate of the Original Bond or Obligation in the Malabar
Language hereunto Annexed for the inspection of this Honble Court and
which Your Orator prays may be taken as part and Parcel of this Your
Orators Bill of Complaint, the Original of said Malabar Writing from
whence the Translate is made is Ready to be produced whenever Required
And Whereas Your Orator Sheweth that he hath frequently and in an
Amicable Manner Requested Payment of and from the said Paitapatty
Venkier and Manambador Moodoo Modeliar
But now so it is and may it Please this Honble Court
the said Paitapatty Venkier and Manambador Moodoo Modelliar Obstinat-
ely and Wilfully Refuse to give Your Orator any manner of Satisfaction
Touching the Premises, Your Orator therefore prays, a general Relief such as
to

to this Honble Court shall appear agreeable to Equity and good Conscience,
To the End therefore that the said Paitapatty Venkier and Manambador
Moodoo Modelliar may upon their and each of 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 Whether they the said Paitapatty Venkier and Manamba-
dor Moodoo Modelliar, or either and which of them, did or did not Set and
Subscribe their Names to the Malabar Writing, as herein is before mentioned
and Expressed, And Whether such Setting and Subscribing was or was
Not, or what other day and Date, Same, on the day and Year as mentioned
in the said Malabar Writing, And Whether they the said Paitapatty Venkier
and Manambador Moodoo Modelliar or one and which of them for the
other, did or did not Receive the Consideration of Your Orator, to the Amount
as mentioned in the aforementioned Malabar Writing, And Whether
they the said Paitapatty Venkier and Manambador Moodoo Model-
liar or either, and which of them, Have or Have not paid or Discharged
the Amount Principal and Interest due on the said Malabar Obliga-
tion, and in what manner they have so Discharged the same, and if
Not, that they or either of them may Set forth their or either of their Reasons
for their Refusing to pay off and Discharge the Amount Principal and
Interest due on their Joint and Separate Bond or Obligation to Your
Orator and that they or either of them be Decreed to pay unto Your Orator,
the aforesaid Sum of Eight Hundred and Sixty Star Pagodas Twenty Six
fanams and Seventy three Cash, with all such Interest as now is, or
shall hereafter become due thereon, and all Costs of this Suit
May it Please this Honble Court to Cause the said
Paitapatty Venkier and Manambador Moodoo Modelliar to be Sum-
moned and Required by the Sheriff of Fort Saint George Town of Madras-
patnam

Patnam and the Districts thereof Personally to be and Appear before this Honble. Court at a Certain time and Place to be by this Honble. Court prefixed and Appointed then and there to Answer this Your Orator's Bill of Complaint and further to Stand to and abide by Such Order and Decree therein as to this Honble. Court Shall Seem Meet

Chas. Bromley
Attorney for the Complainant

Dr. Paitapatty Venkier and Manambadoo Moodoo Moodelliar in Acct. Current With Tollycalah Cashevah Moodelliar Cr.

1782 July	13th	To Cash lent You on Joint and Separate Bond	1503	5	20	1782 July	20th	By Cash Recovered in Part		400	"	"
						Decr.	16th	By Do. Do.		400	"	"
1783 July	4th	To Interest on Pagodas 1503 5 20 from the 13th July 1782 to this day is 11 ms. 20 ds. @ 12 p Cent p Annum	175	21	20	1783 July	4th	By Interest on the following Sums Viz. @ 12 p Cent p Annum Pag. 400 ... 11 ms. 14 ds. ... 45 31 15 400 ... 6 18 ... 26 14 32		72	9	47
								By Ballance due		806	26	73
		Pagodas	1678	26	40			Pagodas		1678	26	40

Madras 4th July 1783
Errors Excepted
p Cashiva

Translation of a Bond or Obligation Dated the 13th of July 1782

We Payendypaully Venkier and Manambadoo Moodr. of Madras do Jointly give this Bond to Tollycallay Cashava Moodelliar of the same Place that is to say —

On Our Urgent Occasion We have Borrowed and Received of You the Sum of (1503 1/8) One thousand Five hundred and three and One eighth Star Pagodas which Sum we promise to pay You Jointly and Separately as follows Viz. On or before the 17 of present Month 100 Pagodas 20th 300 Pagodas on or before the 9th of November Next 400 Pagodas 9th January 1783 400 Pagodas 9th March 303 1/8 Pagodas with such Interest as May become due thereon at the Rate of 12 p Cent p Annum In default of the said Payment then You are empowered to Sue us in the Mayor's Court and Recover the said Sum Thus We do give this Bond by Our Consent Witnesses Ponnoondavaley Vencatachella Moodelliar and Latchmanna Moodelliar of the same place by their Knowledge Drawn by Vadiar Ugconmdum

(Signed) Payendypaully Venkier
Manambadoo Moodr.

Witness (Signed)
Ponnoondavaley Vencatachellum
Ponnoondavaley Latchmunnum

A True Translation as near as can be from the Malabar Language by Soobramaniam Sworn Court Interpreter

Chas. Bromley
Attorney for the Complainant

Filed 26th Augt 1783

The Joint and Separate Answer of
Taitapally Venkier and Maunambady Moo-
dellier of Madrass Inhabitants Defendants
to the Bill of Complaint of Tellycatta
Cashwala Moodelliar of the same place
Inhabitant Complainant

These Defendants Now and at all times hereafter Saving and Reserving to themselves 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 these Defendants are Advised is material or Necessary for them to make Answer unto, they to Answer and Say that they these Defendants Positively deny standing with and truly indebted either jointly or Separately, unto the said Complainant in the Sum of Eight hundred and Six Pagodas Twenty five fanams and Seventy Cash, as is most unjustly stated and Set forth in the said Complainants said Bill of Complaint, and in the Account thereunto Annexed, or in any other Sum or Sums of Money whatsoever. These Defendants further Say that they these Defendants Admit it to be true, that they these Defendants did Borrow and Receive of and from the said Complainant the Sum of One thousand five hundred and three Pagodas five fanams and Twenty Cash, and that they these Defendants, did give grant execute and deliver unto the said Complainant a Certain Bond or Written Obligation, Bearing date the thirteenth Day of the Month of July which was in the Year of Our Lord One Thousand Seven hundred and Eighty Two, whereas and whereby they these Defendants did bind themselves jointly and Separately to pay unto the said Complainant at four different times in the said Bond or Obligation particularly specified the said Sum of One thousand five hundred and Three Pagodas five

fanams and Twenty Cash and Interest, after the Rate of Twelve Pagodas by the hundred by the Year. These Defendants further Say that at the time that they these Defendants granted executed and delivered the said Bond or Obligation unto the said Complainant, he the said Complainant Required these Defendants to produce Some person whom he the said Complainant Should deem eligible to become Security, that they these Defendants should abide by and perform the Terms of the said Bond or Obligation, whereupon they these Defendants produced one Maundamporee Vencatacharayer to become their Security, and the said Complainant having Accepted him, the said Maundamporee Vencatacharayer, he the said Maundamporee Vencatacharayer did thereupon give grant and execute unto the said Complainant a Certain Bond or Obligation, bearing date the said Thirteenth Day of the said Month of July which was in the said Year of Our Lord One thousand Seven hundred and Eighty Two, whereas and whereby he the said Maundamporee Vencatacharayer did engage promise and undertake to pay the Amount of these Defendants said Bond or Obligation unto the said Complainant in Case these Defendants should fail paying the Same at the several times therein Specified and Limited, as will more fully and at large Appear by a Copy of a Translation of the said Security Bond hereunto Annexed for the Inspection of this Honble Court and prayed by these Defendants to be taken and Accepted as part and parcel of this their Answer, the Original of which is in the Custody of these Defendants and ready to be produced whenever these Defendants shall by this Honble Court be thereunto required. These Defendants further Say that According to the Custom of India whenever any person becomes Security for Another, such person so becoming Security is invariably Considered as the Person to whom the Creditor is to resort for payment, it being always presumed that such person so becoming Security is [illegible] Will Receive from the person for whom he is so Security Sufficient

Property to indemnify him Against any Demand that may be made in Consequence of his becoming Security. These Defendants further Say that in Consequence of the said Mandampore Vencatacharayer becoming Security for them, these Defendants, and Conformable to the Custom before Recited, they, these Defendants Considered themselves Debtor to the said Mandampore Vencatacharayer Solely and in Consequence thereof made Several payments to the said Mandampore Vencatacharayer in discharge of their, these Defendants, said Bond or Obligation to the said Complainant, for the Amount of which, According to the said Custom of India, the said Mandampore Vencatacharayer was Responsible by giving and granting unto the said Complainant the said Security Bond herein before mentioned. These Defendants further Say in Order to establish and prove to this Honble Court the Universality of the said Custom and the said Complainants Knowledge of and Acquiescence thereto, that they, these Defendants, Never paid unto the said Complainant any Sum or Sums of Money on Account of their, these Defendants, said Bond or Obligation but that the said Mandampore Vencatacharayer, as Security for the Amount of these Defendants said Bond or Obligation paid unto the said Complainant at two Different payments the Sum of Eight hundred Pagodas in part Payment of these Defendants said Bond or Obligation, as will more fully and at large Appear by Copies of Translations of the Receipts Given and granted by the said Complainant unto the said Mandampore Vencatacharayer hereunto Annexed for the Inspection of this Honble Court and prayed by these Defendants to be taken and Accepted as part and parcel of this their Answer, the Originals of which are in these Defendants possession and Ready to be produced whenever these Defendants shall by this Honble Court be thereunto required. These Defendants further say that they, these Defendants, have paid unto the said

Said Mandampore Vencatacharayer the full Amount, Principal and Interest, Remained Owing upon their, these Defendants, said Bond or Obligation unto the said Complainant, as will more fully and at large Appear by a Copy of a Translation of a Discharge from the said Mandampore Vencatacharayer unto these Defendants, bearing Date the Tenth Day of the Month of April in this present Year of Our Lord One Thousand Seven hundred and Eighty three hereunto Annexed for the Inspection of this Honble Court and prayed by these Defendants to be Admitted and taken as a part and parcel of this their Answer the Original of which is in these Defendants possession and Ready to be produced whenever these Defendants shall by this Honble Court be thereunto required, wherein and whereby it appears that the full Amount of these Defendants said Bond or Obligation to the said Complainant has been a long time past paid and discharged by the said Mandampore Vencatacharayer, the Balance thereof having been Carried to and Allowed of in the Accounts at that time subsisting between the said Mandampore Vencatacharayer and the said Complainant.

All which Matter and things these Defendants are Ready and willing to Aver Maintain and prove as this Honble Court shall Direct, and humbly pray to be hence dismissed with their Reasonable Costs and Charges in this Law in this behalf Most Wrongfully Sustained.

Thomas Jones
Atty for Defendants

Translation of a Security Bond Dated the 13th July 1782

I Mandampore Vencatacharayer of Madras [illegible] Security Bond to Tellicota Rachaul Moodely of the sum of [illegible] Pagodas to Vessar and Mannaladar Moodely Moodely have

Granted a Bond for One Thousand five hundred and [illegible] Pagodas which Sum they will pay According to the time Limitted in default of the Payment thereof promised to pay the said Sum According to the limitted time without further delay Hence I do give this Security Bond by my Consent

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

A true Copy
Thomas Jones
Atty for the Defendts

Translation of a Receipt Dated the 20th of July 1782

Mutyperoo Vencatachanyar paid on Account of Vaneean and Mooddo Moodaly's Bond the Sum of (400) four hundred Pagodas which Sum I have Received and Credited to the Bond and shall keep this as a Voucher

A true Translation as near as Can be
from the Malabar Language
Soobaroyam
Interpr.

Casavan

A true Copy
Thomas Jones
Attorney for the Defendts

Translation of a Receipt Dated the 4th of December 1782

Casavan do give this Receipt to Mutyperoo Vencatachanyar this day on Account of Payantopalle Vaneean and Mareemoodo Mooddo Moodaly's Bonds You have paid (400) four hundred Pagodas which Sum I did give Credit to their Bond and shall keep this as a Voucher

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

Casavan

Soobaroyam
Interpr.

A true Copy
Thomas Jones
Attorney for the Defts

Translation of an Agreement Dated the 1st of Chittery Year Called Soobagano Varoosham Answering to the 10th of April 1783

I Mutyperoo Vencatachanyar of Madras do give this Agreement to Payantopalle Vaneean and Mareemoodo Mooddo Moodaly of this same place this [illegible] Day

Sometime ago You have granted a Bond to Cashava Moodaly and Likewise got a Security Bond from me to him and You Paid him the Money by any Means According to the time limitted but failed for the last payment therefore According to Your Bond the Principal and Interest I promise to deliver You on Demand the Bond that You granted to Cashava Moodaly and the Bill of Sale of the House and Chattrams or Charity House which You left with me Hence I do give this Agreement by my Consent Witnesses Sella Soobier and Nayagarhan Vencatta Reddy by their Knowledge Drawn by Audeyapa Vadyar

Signed
Vencatacharloo

Witnesses Signed
Chella Soobier
Vencatta Reddy

A true Copy
Thomas Jones
Attorney for the Defendts

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

Filed 14th Octr 1783

The Replication of Lellycallah Cachivaly Moodelliar of Madraspatnam Merchant Complainant to the Joint and Seperate Answer of Pedapolly Venkier and Manambadoo Moodoo Moodelliar of the Same Place Merchants and Inhabitants Defendants

The said Replicant 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 Uncertainties and Manifest Insufficiencies and Imperfections in the said Defendants said Joint and Seperate Answer Contained for Replication thereunto, or unto so much thereof as the Replicant is Advised is Material or Necessary for him to make Replication unto, he then Replys and Says, that his Bill of Complaint and all and Singular the Matters and things therein Contained, are good, true, Certain and Sufficient in the Law to be Answered unto, in such manner and form, as the same are therein and thereby Set forth and Alledged, and that the said Joint and Seperate Answer of the said Defendants, is very uncertain, evasive, and insufficient, And for further Replication the said Replicant Says, that the said Defendants do jointly and Severally Stand indebted unto the Replicant in the sum of Eight Hundred and Six Pagodas Twenty Six fanams and Twenty Three Cash in Manner and form as Set forth and Expressed in the Replicants Bill of Complaint, and in the Copy of the Account Current thereto Annexed, notwithstanding what the said Defendants in their Joint and Seperate Answer Say to the contrary. The said Replicant further Says, that the Defendants in their Joint and Seperate Answer, Admits

Admits of their giving Security in the person of Mandamposse Vencatacherayer for the Payment of the amount of their Obligation to the Replicant, and that such Security did in the thirteenth day of July, one thousand Seven Hundred and Eighty two, give, Grant, and Execute unto the Replicant a Certain Bond or Obligation of that date wherein and whereby the said Mandamposse Vencatacherayer did Engage promise and undertake to pay the Amount of the Defendants Bond unto the Replicant in Case they the said Defendants should fail on their parts, the said Defendants referring this Honble Court to a Copy of a Translate of a Writing said to be the Security Bond under date the Thirteenth day of July One thousand Seven Hundred and Eighty three this Reference the Replicant Says, is the Most glaring insult upon a Court of Judicature for in the first place, it does not appear that the Original Writing is Signed by any person Whatever, and in the next place no Witnesses Names are fixed thereto, and the date of the English Translate which is said to be a true Translate as near as can be from the Malabar Language by the Court Interpreter is Subsequent to the filing of the Bill of Complaint being the Seventh day of July, One thousand Seven Hundred and Eighty three The Replicant begs leave to Observe, that this formal Writing is Exhibited in Support of the Defendants Answer, and makes a part of that Answer upon Oath when in fact no such Deed ever Existed, but is a Memorandum Taken by the Defendants themselves, and introduced as a Deed Existing, to Establish their Defence, an Act so very atrocious that the Replicant Submits it to the Consideration of this Honble Court, what Exemplary Punishment the Defendants merit, for the said Replicant Says, that the Security Bond or Obligation given by Mandamposse Vencatacherayer under his Hand and Signature to the Replicant bearing date the Thirteenth day of July in the Year One thousand Seven Hundred and

Eighty two, is now, and from the day of the date thereof has been in the Possession of the Replicant and is of a more formal Deed, than the pretended One Exhibited by the Defendants in their joint and Separate Answer, as will appear, by a true Copy of the Translate from the Malabar Writing on Paper hereunto Annexed for the inspection of this Hon.ble Court and the Original Ready to be produced when Required. The said Replicant further Says, that upon comparing each of these Translates and Originals this Hon.ble Court will find a great and Essential difference for the Condition of the Security Bond given to the Replicant was, that in default of the Defendants Not paying off the Principal and Interest According to the Stated and Limitted time the Replicant was to prosecute them the Defendants in this Hon.ble Court and receive the Money as they the Defendants Authorized the Replicant in their Bond or Obligation of the thirteenth day of July One thousand Seven Hundred and Eighty two to the Replicant, and on failure by this Method, then the said Mandamporee Vencatacherayer Engaged and Promised to Account with the Replicant for Such Principal and Interest as might remain due to the Replicant, Under this Special Circumstance was this Security Bond or Obligation Given, and no other, but where the Defendants procured that Security Bond, which they mention in their Joint and Separate Answer the Replicant cannot tell, as he knows of no such Deed or Writing existing Unless it was made by the Defendants themselves or some one procured by their means, The Replicant begs leave of this Hon.ble Court to observe that the Suit now instituted by him against the Defendants is regular, and before an Ultimate decision thereon, the Replicant is debarred in bringing his Action against the aforementioned Mandamporee Vencatacherayer these Facts being thus plainly Stated and Shewn to this Hon.ble Court on the part of the Replicant evidently Shew the impropriety of the Defendants Joint and Separate Answer

Answer to the Replicant's Bill of Complaint, and the Absurdity of their Proffer of the Original Security Bond, which they the Defendants Say is in their Possession, this Offer or proffert in Curiâ of a Deed without Signature of any kind never Executed or delivered, is a Contempt of every Regular Proceeding in the Courts of Judicature and Attempt in open defiance of Justice and Equity to Stop the Replicant's proceedings in this Hon.ble Court for a just Demand he has against the Defendants.

The Replicant further Says, that he is much Surprized at Seeing a plea made Use of by the Defendants in their Joint and Separate Answer, That According to the Custom of India that the Security is considered as the Person to whom the Creditor is to resort for payment because of the Responsibility there is of such Security indemnifying himself against any demand that may be made in Consequence of his becoming Security, this Assertion the said Replicant Says, is without any manner of foundation and contrary to all Equity and inconsistent with the Idea, Usage, and Custom of the several Nations on the face of the Globe, for the receiving of the Security whether real or personal, does not Exempt the Principal from being Called upon at the Option of the Creditor, unless it is otherways provided for, as in the present instance before the Court, before the Security can be called upon. Security Mandamporee Vencatacherayer, and lastly antedating this pretended discharge, when in fact this last mentioned Writing was either Executed in July, or the beginning of August in the present Year. The Replicant in the Most Solemn manner Says, and Alledges, that he has never Sent Carried the Amount Ballance to the Account of the said Mandamporee Vencatacherayer nor did he ever hear of such Transaction until the filing of the Defendants Answer and Verily believes the whole to be a mere fiction for the purposes of delaying Payment and to make any Transfer to be made to the Account for Set off against the Security Mandamporee Vencatacherayer the

Same could not be, untill the Determination of a Suit to be brought against the Defendants in this Honble Court first had and Obtained, the Defendants the Replicant says have gone too far, and exceeded all bounds of Probability by Endeavouring to Benefit and take Advantage of their new Instruments Exhibited by the Defendants in their Answer which if they ought to have been a Plea in Bar, but Evaded on Account of the Penalty the Law inflicts if such Plea should have been Over Ruled—

All which Matters and things this Replicant is ready and willing to aver, Maintain, and prove, as this Honble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath Already prayed—

Chas. T. Bromley
Attorney for the Replt.

Translation of a Security Bond or Obligation Dated the 1st of Audy Month in the Year Called Soobakeroodee or 13th of July Anno Domini 1782:

I Maudapoorey Vencatachary of Madras do give this Security Bond or Obligation to Tallyeatale Cashewatti Moodeliar of the same Place, that is to Say—

Whereas Payetypaulty Vencker, and Mannanbadoo Moodoo Moodeliar having this day granted and executed You a Bond for the Sum of Pagodas 1503 1/8 being the Sum they stood indebted unto You which Sum of One thousand five hundred and three Pagodas and one eighth of a Pagoda with such Interest as shall or May become Due thereon after the Rate of 12 p Cent p Annum they have bound themselves in and by the said Bond to pay off and discharge as follows, On the [illegible] Instant 100 Pagodas, On the 20th Instant 300 Pagodas, On the [illegible] Aypessy or 9th November Next 400

Pagodas

Pagodas, On the [illegible] Margaly or 9th January 400 Pagodas, and on the 30th Massy or 9th March 303 1/8 Pagodas and the Interest, According to the said Limitted time they will pay off the Money, in default of which You are to prosecute them in the Court and Receive the Money as they Authorize You in their Bond, that in Case You cannot Recover the Money by that Means, I do hereby promise and engage to Answer and Account with You for such Principal and Interest as may remain Due, after deducting what they may have paid You before that time. Thus I have Given and granted this Security Bond or Obligation by my Consent Witnesses Iroomungoo Rammoo Pilla, and Arugaloo Moodee Moodelliar by their Knowledge Drawn by Magarel Comarasawmy

Witnesses (Signed)
Iroomungoo Rammoo
Arugaloo Moodee

(Signed) Madapoorey Vencatachary

A True Translation as near as can be from the Copy of Malabar Language by Soobarayen Sworn Court Interpreter—

(A True Copy)

Chas. T. Bromley
Atty. Complt. and Replt.

Translation of a Declaration of Madapoorey Vencatachary to Tallyeatale Cashewatti Moodeliar Dated the 6th of Parattasy in Soobakeroodee Year or 21st September 1783

I Madapoorey Vencatachary, do give this Declaration to Tallyeatale Cashewatti Moodeliar, that is to Say—

Whereas Payetypaulty Vencker, and Mannanbadoo Moodoo Moodelliar having borrowed and Received of You the Sum of One Thousand and five hundred and Odd Pagodas and executed their Bond for the Same, and I have given You a Security Bond Specifying that in Case they do not pay off the Money according to the time limitted You are to

Prosecute them, and if You cannot Recover the Money by that means I shall Answer and Account with You for the Amount Principal and Interest which may remain due, after deducting, what they may have paid theretofore" As You was pressing them to pay the Money According to the time limitted, they have desired me to Pay You the Sum of Eight hundred Pag^s (being for two Payments) out of the Money I owed them for Copper Purchased from them, and bring to them Your Receipts for the Same, Accordingly I have Paid You the Sum of Eight hundred Pagodas by two different times, and Obtained two Receipts, each for four hundred Pagodas and delivered them to Venkier and Moodoo Moodilier, which Sum of Eight hundred Pagodas I have charged in their Account, the Remainder Seven hundred Pagodas and Odd with Interest as they have not paid You even after the time was expired, You have put them in Court. In the Interim, as I was hiding my self at home on Account of the Clamours of my Creditors, some time in July Last the said Royetpauty Venkier came to my House, and alledged as follows "For the Money I owed Pachoreadumbachiary, that they shall "Undertake to pay him and get the Bond I have executed to him to "be delivered over to me and he hath begged that I should undertake to Pay off Your Demand on them, and get their Bond delivered up and that "We should interchange Agreements for that purpose, which I have Consented" In the Night of the said day the said Venkier came to my house with some Malabar Writing, wrote in Cadjan which he said was to this purpose We have agreed Yesterday and desired me to Sign it. As I was ignorant to the Knowledge of Malabar Language by relying on his Assertion, I have signed it. I asked him to give me his Agreement, he Answered that it was unnecessary by promising to deliver over to me on the Next day my said Bond to Pachoreadumbachiary, I have trusted that this shall Perform his Promise, but to this day he has neither brought and delivered to me the said Bond, nor given the said Agreement, wherein it is as you have

have informed me this day, that the said Venkier and Moodoo Moodelier have produced to the Court, a paper Writing to be the Translation of an Agreement in their Possession, said to have been granted by me to them Specifying That I have on the 1st Day of Chittery or 11th April Received from them in ready Cash the Sum of Seven hundred Pagodas and Odd with the the upon, a Suit in Case of failure of Payment on the part of the Principal Upon, a Suit in Case of failure of Payment on the part of the Principal is to be first instituted in this Hon^ble Court against such Principal, and after a final Decision and Non performance of the Decree, then and not before, is the Security Bond of Mandampoosee Vencatachinayer to take place. but here the Replicant begs leave to Observe, the meaning and intentions of the Defendants Setting up this their fictitious Security and annexed the Translation thereof to their Answer, was to deceive and hide the true Tenor, Terms, and Conditions inserted in the real Security Bond or Obligation of a Copy Translate of which is hereunto Annexed and of which they the Defendants were well apprized at the time of the Executing thereof. The said Replicant further Says, that whatever Money they the said Defendants may have paid to Mandampoosee Vencatachinayer in Consequence of his Security to the Replicant, the same does not in the least invalidate their Responsibility to the Replicant, it only lessens the Amount of their Debt to the Replicant, in Case such Money had Come to the Replicant's Hands through the means of the Security, and the remainder the Replicant has a Right to call upon the Defendants for and it will appear by the true Copies of the Translates of the Receipts given by the Replicant and which are annexed to the Defendants Answer, that the several Sums therein Specified, were carried to the Credit of the Defendants Bond, & to the Demand thereof by the Defendants in their Answer as to the Custom of India the same is [illegible] as no such Custom or Usage is ever being Acknowledged to be so, which the Replicant Answers no Part Admits of, such Case cannot be pleaded in Bar, by

Reason and Means of the Terms and Conditions Expressed in the Security Bond or Obligation produced by the Replicant.

The said Replicant further Says, to the Assertion of the Defendants in their Joint and Separate Answer wherein they Say that they have paid unto the aforementioned Mandampore Vencatacherayer the full amount Principal and Interest due and owing upon their Bond to the Replicant, as appeared by a Copy Translate of a Discharge from the said Mandampore Vencatacherayer unto the said Defendants, which they the Defendants Say, bears date the Tenth of April in the present Year, One thousand Seven Hundred and Eighty three, and which they have annexed to their Answer and the Original of which they Say was in their possession, whereby they the Defendants do Say and Charge, "that the full amount of their Bond to the Replicant had
" been a long time past paid and discharged by the said Mandampore
" Vencatacherayer, the Ballance thereof being carried to Account and
" Allowed of in the Accounts at that time Subsisting between the said
" Mandampore Vencatacherayer and the Replicant," in Reply to this Allegation the Replicant Says that this part of the Answer Setsforth a most unjust Transaction that could pass between men disposed to do Evil, and Injure a Third person, for the Replicant Says, that this Plea of the Defendants, as to a final Discharge by some Pretended Writing of the said Mandampore Vencatacherayer is quite New and foreign, from any thing the Defendants had to offer before, and this Plea being inserted in their Answer, was the first time that the Replicant was ever made acquainted of the same, and how this Contrivance came about, and is novel and made its appearance since the preferring of the Replicant's Bill of Complaint, Notwithstanding the pretended discharge is dated in April previous to the filing of the Bill of Complaint. The said Replicant further Says, that upon reading of the Defendants Joint

Joint

and Separate Answer, he was Struck with Surprize and Astonishment, and being under great Apprehension for his Property, he applied to the said Mandampore Vencatacherayer to tell the particulars of what the Defendants had asserted relative to the pretended Discharge, when the whole of the Defendants Management came out, and the same Replete with Criminality — first, that the Writing was Antidated and made previous to the Replicant's Preferring his Bill of Complaint against the Defendants and next, that the Contents of the Writing was totally unknown to him or if made known to them, the Terms and Conditions therein inserted were in no Sort complied with, and that the whole of the Defendants Conduct in this Business was unjust. The Replicant further Says, that being much Alarmed at this behaviour of the Defendants, he the said Replicant requested of the said Mandampore Vencatacherayer to Set down in Writing, what he knew of the matter, and the same was done in the Gentoo Language, which the said Mandampore Vencatacherayer understood, and dated the Twenty first day of September, One thousand Seven hundred and Eighty three, and Signed by him in the presence of two Credible Witnesses, who have Set their Names thereto the due Execution thereof, a Copy Translate thereof is hereunto Annexed for the Inspection of this Hon.ble Court and the Original under the Hand and Signature of the said Mandampore Vencatacherayer Ready to be produced will more fully appear. The said Replicant further Says that from this Writing or Declaration appears, a plain Explicit Refutation of the latter part of the Defendants Joint and Separate Answer, and Shews the whole of their Conduct in the Reason of their nonpayment of the Ballance due on their Bond to the said Replicant, and Shews the real meaning and intention of the Defendants, they having Accounts with the Security Mandampore Vencatacherayer and he Debtor to them, and which is become a Debt they are Endeavouring to Transfer on their demand on him to the Replicant, which

Piece

Reason and Means of the Terms and [illegible]

[illegible]

[illegible] paid their

[illegible] to discharge the Defendants from their Bond or Obligation to the Replicant without the Consent and so obvious this is, that the Defendants have been very cautious in their first payment to have Receipts Signed by the Replicant, but there is no Signature of the Replicant appears to the pretended discharge given by the said Mundampoody Vencatacherayen the Security Neither is there any Act or Deed of the Replicant that can Warrant such a Discharge, The whole of this Transaction appears a Management of the Defendants, as is Evident, first, from their Plea of the Security to be first Resorted to, by the Custom of India, the Next Setting up a false Deed as the Real Security Bond, and the next, as to the Discharge, by carrying the amount Ballance to the Replicants Account Current with the Security the Interest thereof (which is due to You from them) wherefore I do hereby Declare that on Account of the Ballance of Your Debt, I have neither received from them a Cash, nor granted them any Agreement in Chittenjor April Months, they have wrote a false Agreement and defrauded and got my Sign, I signed in the Month of July, on this Account I have received no Money, nor have You charged in my Account the Ballance they owe You, this is my true Declaration Drawn and Signed by

Madapoosy Vencatacharvegaloo

Witnesses (Signed)
Tottycalah Armogam
Teroonemeyoor Rauman

A true Translation as near as can be from the Gentoo Language by Soobarayen [illegible] Court Interpreter

(A True Copy)

Chas. Bromley
Atty. for the Repl.

Filed 16th December 1788

The Rejoinder of Paitapatty Venkier and Mananibador Mudoo Moodellier of Madrass Inhabitants Defendants to the Replication of Tottycallah Castravalo Moodelly ar of the same place Inhabitant Complainant

These Defendants Now and at all times hereafter Saving and Reserving unto themselves all and all Manner of benefit and Advantage of Exception that may be had or taken to the Many Errors, Uncertainties and Manifest Insufficiencies and Imperfections in the Complainants Said Replication Contained, for Rejoinder thereunto, or unto so much thereof as these Defendants are Advised is Material or Necessary for them to Rejoin unto, they do Rejoin and Say that their joint and Separate Answer to the Replicants Bill of Complaint and all and Singular the Matters and things therein Contained are good, true, Certain and Sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby Set forth and Alledged, and that the said Replication of the said Complainant is very Uncertain, Evasive and insufficient. These Defendants do still deny that they or either of them do stand justly and truly indebted unto the said Replicant in the Sum of Eight hundred and Six Pagodas Twenty Six fanams and Seventy three Cash Current Money of Madrass or in any other Sum or Sums of Money whatsoever, Notwithstanding what the said Replicant hath in his said Replication alledged and set forth to the Contrary for these Defendants Say that if any Debt whatever is due and Owing unto the said Replicant on Account of any of the Matters and things Set forth and Alledged in the said Replicants Bill of Complaint that Such Debt is Not due from these Defendants but from Mundampoody Vencatacherayen who, on the Day and Year mentioned and set forth in these Defendants joint and Separate Answer became Security unto the said Replicant

Piece of Management the Repliant will not come into nor has he any thing to do with, neither was it in the power of the said Security Mandamporee Vencatacherayer to discharge the Defendants from their Bond or Obligation to the Repliant, without his Consent, and so obvious this is, that the Defendants have been very cautious in their first payment to have Receipts Signed by the Repliant, but there is no Signature of the Repliant appears to the pretended discharge given by the said Mandampooree Vencatacherayer the Security Neither is there any Act or Deed of the Repliant that can Warrant such a Discharge, The whole of this Transaction appears a Management of the Defendants, as it Evident, first, from their Plea of the Security to be first Resorted to, by the Custom of India, the Next Setting up a false Deed as the Real Security Bond, and the next, as, to the Discharge by carrying the amount Ballance to the Repliants Account Current with the Security the Interest thereof (which is due to You from them) wherefore I do hereby Declare that on Account of the Ballance of Your Debt, I have neither received from them a Cash, nor granted them any Agreement in Chittery or April Month, they have wrote a false Agreement and defrauded and got my Sign, Signed in the Month of July, on this Account I have received no Money, nor have You charged in my Account the Ballance they owe You, this is my true Declaration Drawn and Signed by

Madapoory Vencatachareyaloo

Witnesses (Signed)
Tottycalah Armogam
Teroomeneyoor Rauman

A true Translation as near as can be from the Gentoo Language by Soobaroyan Sworn Court Interpreter

(A True Copy)

Chas. Bromley
Atty. for the Repltt.

Filed 16th December 1783

The Rejoinder of Paitapatty Venkier and Manambadoo Moodoo Moodelleer of Madrass Inhabitants Defendants to the Replication of Tottycallah Casleavalo Moodellear of the same place Inhabitant Complainant

These Defendants Now and at all times hereafter Saving and Reserving unto themselves all and all Manner of benefit and Advantage of Exception that may be had or taken to the Many Errors, Uncertainties and Manifest Insufficiencies and Imperfections in the Complainants said Replication Contained, for Rejoinder thereunto, or unto so much thereof as these Defendants are Advised is Material or Necessary for them to Rejoin unto, they do Rejoin and Say that their joint and Separate Answer to the Repliants Bill of Complaint and all and Singular the Matters and things therein Contained are good, true, Certain and Sufficient in the Law to be Replied unto in such Manner and form as the same are therein and thereby Set forth and Alledged, and that the said Replication of the said Complainant is very Uncertain, Evasive and insufficient these Defendants do still deny that they or either of them do stand justly and truly indebted unto the said Repliant in the Sum of Eight hundred and Six Pagodas Twenty Six fanams and Seventy three Cash Current Money of Madrass or in any other Sum or Sums of Money whatsoever, Notwithstanding what the said Repliant has in his said Replication alledged and Set forth to the Contrary for these Defendants Say that if any Debt whatsoever is due and Owing unto the said Repliant on Account of any of the Matters and things Set forth and Alledged in the said Repliants Bill of Complaint that Such Debt is Not due from these Defendants but from Mandampoorai Vencatacherayer who, on the day and Year mentioned and Set forth in these Defendants joint and Separate Answer became Security unto the said Repliant

Replicant for these Defendants for the payment of the Amount of these Defendants Bond to the said Replicant in consequence of which and agreeable to the Custom invariably observed amongst Indian Natives when a third person becomes Security for the payment of Money, these Defendants paid into the Hands of the said Mandapoore Vencatacharayer the full Amount of the said Replicant's Demand for the Recovery of which, he the said Replicant, agreeable to the Terms of the Security Bond, also mentioned in these Defendants said joint and Separate Answer, and the Custom of Indian Natives as invariably Observed and adhered to, ought to resort to the said Mandapoore Vencatacharayer instead of these Defendants who have Already Paid the full Amount of the Demand that was in the first Instance against them. These Defendants further Say, that the baseness of the said Replicant's conduct in Charging these Defendants with Attempting to impose a fictitious Paper upon this Honble Court can only be equalled by the Criminality of his, the said Replicant, behaviour in destroying or withholding the Original Security Bond given and Granted by the said Mandapoore Vencatacharayer at the same time and of the same date with these Defendants Bond, and substituting in the Room thereof a forged Bond, of a different Tenor and Purport, which he the said Replicant, by fraudulent and unjustifiable means obtained from the said Mandapoore Vencatacharayer since the filing of these Defendants said joint and Separate Answer, and now produces the same as the Original Bond with a View of imposing upon this Honble Court and thereby inducing them to grant a Decree in his the Replicant's favour against these Defendants, which he the said Replicant, despaired of obtaining under the conditions expressed in the Original Security Bond, a true Translate of which, except an Error in the Year which ought to have been eighty two, is Annexed to these Defendants said joint and Separate Answer. These Defendants further say that the Bond granted by these Defendants to the said Replicant and the Bond granted by the said Mandapoore Vencatacharayer to the said Replicant were drawn out at the same time and by the same person under the Direction and at the express Instance of the said Replicant,

who

who sent the same to these Defendants to be executed, which these Defendants took Copies thereof but through hurry or inadvertency omitted the Witnesses Names and then sent the same to the said Mandapoore Vencatacharayer, who, after executing the Security Bond, sent both Bonds together to the said Replicant. These Defendants further Say, that after these Defendants had Perused the said Replicant's said Replication, these Defendants prayed Oyer of the Exhibits, Translates whereof, are thereunto Annexed, which, being complied with, explained to these Defendants the corruptness of the said Replicant's conduct, which will appear evident to this Honble Court upon the bare Inspection of the Bond granted by these Defendants, and the pretended Security Bond of the said Mandapoore Vencatacharayer Produced by the said Replicant and Annexed to his said Replication, which said Papers are in different hand Writings and different kinds of Paper, whereas these Defendants say, and will prove to this Honble Court, that the Original Security Bond given and Granted by the said Mandapoore Vencatacharayer was Written by the same person who wrote the Bond granted by these Defendants to the said Replicant and upon the same kind of Paper. These Defendants further Say, that after these Defendants had filed their Joint and Separate Answer in this Honble Court the said Replicant Sent the said Mandapoore Vencatacharayer to these Defendants to Request that the proceedings in this Suit might be Stopped for fourteen Days, and that he, the said Replicant, would settle Matters with these Defendants in that time and withdraw his Suit out of this Honble Court, which being Acceded to by these Defendants the said Replicant instead of settling Matters as he promised with these Defendants availed himself of the period granted for that purpose to tamper with and endeavour to buy over to his Interest the said Mandapoore Vencatacharayer, but not being able to Accomplish his Design in that Manner, he the said Replicant, had Recourse to Menaces, threatening to Commence a Suit at Law against and imprison the said Mandapoore Vencatacharayer for the Ballance of the

Account

Accounts Subsisting between them and the said Respondent, unleſs he the said Mandapoore Vencatacharayer would agree that the Money, which had been paid on Account of the Defendants, should be wrote off and credited to him, the said Mandapoore Vencatacharayer, on such Account, and grant a fresh Security Bond of the same date but of a different Tenor and Purport, in order to enable him, the said Replicant, to recover the Ballance due upon these Defendants said Bond from these Defendants, and in order to induce the said Mandapoore Vencatacharayer to comply with the the said Replicant's requisitions, he the said Replicant promised to grant him, the said Mandapoore Vencatacharayer, two Years Indulgence for the payment of the Ballance which he owed to the said Replicant. These Defendants further say, that the said Mandapoore Vencatacharayer being terrified by the Threats and allured by the promises of the said Replicant [illegible]

Account of these Defendants said Bond, that such Sums were paid thro' the Means of the said Mandapoore Vencatacharayer, who upon being pressed by the said Replicant for the payment of the Ballance due upon these Defendants said Bond, was very pressing in his demands upon these Defendants, which induced them, these Defendants, to go to the said Replicant and request his Indulging the said Mandapoore Vencatacharayer with a further time for the payment of the Ballance due upon these Defendants said Bond these Defendants offering to deposit some other Security with the said Replicant, which he, the said Replicant, refused to Accept declaring that he, the said Replicant, had Nothing to do with these Defendants on Account of these Defendants said Bond, but that he should seek his Remedy against the said Mandapoore Vencatacharayer who had become Security for these Defendants, and therefore desired these Defendants to furnish the said Mandapoore Vencatacharayer with Money to Answer his, [illegible] determined not to wait any longer, on Cause