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25,000—4-5-32.

Block 7

Rack No.

Shelf No.

Serial No. 94

General No.

773

To Mr. John Balfour Accomptant
General of the Mayors Court at
Madraspatnam

Sir

Be pleased to acquaint the Honble the President and Council that the Honble the Mayors Court have this Day Ordered the Sum of Arcot Rupees 10,024 Pag.s 4: & 18 fan.s to be Deposited with the Cash & Effects of the United Company of Merchants of England Trading to the East Indies by Robert Ewing which said Sum of Arcot Rupees 10024 Pag.d 4 & 18 is to be Carried to the Credit of the said Robert Ewing.—

I am
Sir
your most Obedient Hble Servant

James Taylor
Regr

Town Hall
20th Febry 1781

To Mr. John Balfour Accomptant General of the Mayors
Court at Madraspatnam.

Sir

Be Pleased to Acquaint the Honble the President and Council that the Honble the Mayors Court have this day Ordered the Sum of Arcott Rupees 10024 and Pagodas 4 and 18 fanams (which Sums were on the 20th Ultimo Deposited with the Cash and Effects of the United Company of Merchants of England Trading to the East Indias by Robert Ewing (to be paid back to the said Robert Ewing.

Town Hall
31st. March 1781

I am Sir

Your Most Obt. humble Servant

James Taylor
Regr.

Borrowed and Received of Your Orator, the said Sum of fifteen hundred and three Pagodas and One Eighth, which Sum they did then in 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 the 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 Modelliar, Agreed to and with each other, and Covenanted that in Case of any Difference Arising the Same should be Submitted to this Hon.ble Court, the 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.** N.o 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 Modeliar

But now so it is and may it Please this Hon.ble Court the said Paitapatty Venkier and Manambadoo Moodoo Modelliar 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 herein is before mentioned and Expressed, And Whether such Setting and Subscribing was or was Not, or what other day and Date, Anno, 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 all 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 and there 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 aforesaid 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, and 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 hath frequently and in an Amicable Manner Requested Payment of and from the said Paitapatty Venkier and Manambadoo Moodoo Moodeliar

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

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 hereinbefore 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 and 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 all 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

Patuam 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 —

Chas. Bromley
Attorney for the Complainant

Dr. Paitapatty Venkier and Manambadoo Moodoo Moodelliar in Acct. Current with Tellycalah Cashevah Moodelliar — Cr.

1782 July	13th	To Cash lent You Joint and Separate Bond	1503	5	20	1782 July	20th	By Cash Received in Part	400	"	"
						Decr.	16th	By Do. Do.	400	"	"
1783 July	4th	To Interest on Pagodas 1503.5.20 from 13th July 1782 to this day is 11 Mo. 21 Ds. @ 12 ⅌ Cent ⅌ Annum	175	31	20	1783 July	4th	By Interest on the following Sums Viz.t @ 12 ⅌ Cent ⅌ Annum Mo. Ds. Pag. 400 .. 11.14 .. 45.34.15 400 .. 6.18 .. 26.14.32	72	9	47
								By Ballance due	806	26	73
		Pagodas	1678	36	40			Pagodas	1678	36	40

Madras 4th July 1783
Errors Excepted
⅌ Cashiva

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

We Payendypaully Venkier and Manambadoo Moodoo of Madras do Jointly give this Bond to Tellycallay Cashiva 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.t On or before the 17 of present Month 100 Pagodas 30th 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 ⅌ Cent ⅌ Annum In default of the said Payment then You are impowered to Sue us in the Mayor's Court and Recover the said Sum. Thus We do give this Bond by Our Consent — Witnesses Poovoondavaley Vencatachella Moodelliar and Latchemanah Moodelliar of the same place by their Knowledge Drawn by Vadiar Vyconandum — (Signed)

Payendypaully Venkier
Manambadoo Moodoo

Witness (Signed)
Poovoondavaley Vencatachellum
Poovoondavaley Latchemanum

A True Translation as near as can be from the Malabar Language by Soobrayam Sewoor Court Interpreter —

Chas. Bromley
Attorney for the Complainant

Filed 26th Augst 1783

The Joint and Several Answer of Tataputty Vencker and Marrambaty Moodelliar of Madrass Inhabitants Defendants to the Bill of Complaint of Tellygralla 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 Six fanams and Seventy Cash, as is most unjustly stated and set forth in the said Complainant's 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 [illegible] 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, whereon 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 Obligation unto the said Complainant, he the said Complainant Required these Defendants to find out 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 prevailed upon Maudampore Vencatacharayer to become their Security, and the said Complainant having Accepted him, the said Maudampore Vencatacharayer, he the said Maudampore 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, whereon and whereby he the said Maudampore 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 a person possessed of or 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 Maudaniyapoo Vencatachalaya becoming Security for them, these Defendants, and Conformable to the Custom before recited, they these Defendants Considered themselves as Debtors to the said Maudaniyapoo Vencatachalaya Solely and in Consequence thereof made Several payments to the said Maudaniyapoo Vencatachalaya in Discharge of these Defendants said Bond or Obligation to the said Complainant, for the Amount of which, According to the said Custom of India, the said Maudaniyapoo Vencatachalaya 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 Hon.ble 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 them, these Defendants, said Bond or Obligation but that the said Maudaniyapoo Vencatachalaya, as Security for the Amount of these Defendants said Bond or Obligation paid unto the said Complainant at three 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 Maudaniyapoo Vencatachalaya herewith Annexed for the Inspection of this Hon.ble 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 Hon.ble Court be thereunto required. These Defendants further say that they, these Defendants, have paid unto the said

said Maudaniyapoo Vencatachalaya the full Amount, Principal and Interest, Accrued & 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 Maudaniyapoo Vencatachalaya 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, herewith Annexed for the Inspection of this Hon.ble 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 Hon.ble 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 Maudaniyapoo Vencatachalaya, the Ballance thereof having been Carried to and Allowed of in the Accounts at that time subsisting between the said Maudaniyapoo Vencatachalaya and the said Complainant.

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

Thomas Jones
Att.y for Defendants

Translation of a Security Bond Dated the 13th July 1778

I Maudaniyapoo Vencatachalaya of Madras [illegible] Security Bond to Tellicala Cashava Moodely of the sum of [illegible] by Payendiputta Vencar and Mannaboda Moodoo Moodely have

Granted a Bond for One Thousand five hundred and One each Pagodas which I will thereby pay According to the times Limitted in default of the Payment thereof promised to pay the said Sum According to the limitted time without further delay Therefore 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 Defendt

Translation of a Receipt Dated the 20th of July 1782

Mutyapen Vencatachaugar paid on Account of Vannian and Moodde 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

Casavan

Soobaroyam
Interpr.

A true Copy
Thomas Jones
Attorney for the Defendt

Translation of a Receipt Dated the 4th of December 1782

I Casavan do give this Receipt to Mutyapen Vencatachaugar this day on Account of Payantapatta Vannian and Vannanbade Moodde Moodaly's Bond 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 Soobage and Varusham Answering to the 10th of April 1783

I Mutyapen Vencatachaugar of Madras do give this Agreement to Payantapatta Vannian and Vannanbade Moodde Moodaly of the same place this day

Some time ago You have granted a Bond to Casavan Moodaly and Likewise got a Security Bond from me to bind and You Paid him the Money by my Means According to the times 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 Casavan Moodaly and the Bill of Sale of the House and Chattrum or Charity House which You left with me therefore I do give this Agreement by my Consent Witnesses Tella Soobia and Nayagan [illegible] Vencatta Reddy by their Knowledge Drawn by Audiyapa Vadeyar

Signed Vencatachaurloo

Witnesses Signed
Chella Soobia
Vencatta Reddy

A true Copy
Thomas Jones
Attorney for the Defendt

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

Soobaroyam
Interpr.

Filed 14th Octr 1783

The Replication of Pettycallah Cachivah Moodelliar of Madrasspatnam Merchant Complainant to the Joint and Separate Answer of Paidapally Venkier and Manambaduu Moodee 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 Separate 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 thus Reply and Say, that his Bill of Complaint and all and singular the Matters and things therein Contained, are good, true, Certain and Sufficient in the Law to be Answered unto, in such manner and form as the same are therein and thereby Set forth and Alledged, and that the said Joint and Separate 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 Separate Answer Say to the contrary. The said Replicant further Says, that the Defendants in their Joint and Separate Answer, Admits

Admits of their giving Security in the person of Mandampoore 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 Mandampoore 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 Translates 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 Mandampoore 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 Repliant 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 Honble Court and the Original Ready to be produced when required The said Repliant further Says, that upon comparing each of these Translates and Originals this Honble Court will find a great and Essential difference for the Condition of the Security Bond given to the Repliant was, that in default of the Defendants Not paying off the Principal and Interest According to the Stated and Limitted time the Repliant was to prosecute them the Defendants in this Honble Court and receive the Money as they the Defendants Authorized the Repliant in their Bond or Obligation of the thirteenth day of July One thousand Seven Hundred and Eighty two to the Repliant, and on failure by this Method, then the said Mandamporee Vinca Tacherayer Engaged and Promised to Account with the Repliant for Such Principal and Interest as might remain due to the Repliant, 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 Repliant 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 Repliant begs leave of this Honble Court to observe that the Suit now instituted by him against the Defendants is regular, and before an Ultimate Decision thereon the Repliant is debarred in bringing his Action against the aforementioned Mandamporee Vincatacherayer these Facts being thus plainly Stated and Shewn to this Honble Court on the part of the Repliant evidently Shews the impropriety of the Defendants Joint and Separate

Answer

Answer to the Repliants Bill of Complaint, and the Absurdity of their Proofs of the Original Security Bond, which they the Defendants Say is in their Possession, this Offer or proferts in Curia 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 Repliants proceedings in this Honble Court for a just Demand he has against the Defendants—

The Repliant 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 Repliant Says, is without any manner of foundation and contrary to all Equity and inconsistent with the Ideas, 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 Vincatacherayer, and lastly antidating 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 Repliant in the Most Solemn manner Says, and Alledges, that he has never Lent Carried the Amount Ballance to the Account of the said Mandamporee Vincatacherayer nor did he ever hear of such Transaction untill 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 Vincatacherayer the

Same could not be, untill the Determination of a Suit to be brought against the Defendants in this Hon^ble 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 Hon^ble Court shall direct and humbly prays as in and by his said Bill of Complaint he hath Already prayed.

Chas. J. Bromley
Attorney for the Repl^t.

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

I Mauttaporoo Vencatacharyer of Madras do give this Security Bond or Obligation to Tallyvalala Cashewata Moodelier of the same Place, that is to Say

Whereas Payetyparuly Venkier, and Mannumbadoo Moodoo Moodelier having this day granted and executed You a Bond for the Sum of Pagodas 1503 7/8 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^r Cent p^r Annum they have bound themselves in and by the said Bond to pay off and discharge as follows, On the 8^th Instant 100 Pagodas, On the 20^th Instant 300 Pagodas, On the 3^d Arpessy or 9^th November Next 400 Pagodas,

Pagodas, On the 25^th Margaly or 9^th January 400 Pagodas, and on the 30^th Mausy or 9^th March 303 7/8 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 Tirroomungoo Rauma Pilla, and Angalora Moodee Moodelliar by their Knowledge Drawn by Magaral Comarasawmy

Witnesses (Signed)
Tirroomungoo Rauma
Angalora Moodee

(Signed) Madaporoo Vencatacharyler

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

(A True Copy)

Chas. J. Bromley
Att^y Compl^t and Repl^t.

Translation of a Declaration of Madaporoo Vencatacharyalor to Tallecalala Cashewata Moodeliar Dated the 8^th of Purattasy in Soobakirodoo Year or 21^st September 1782.

I Madaporoo Vencatacharyer, do give this Declaration to Tallecalala Cashewata Moodeliar, that is to Say

Whereas Payetyparuly Venkier, and Mannumbadoo 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 Receive 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 owe 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 Moodelier, 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 Interval, as I was hiding my self at home on Account of the Clamours of my Creditors, some time in July Last the said Pyetypauty Venkier came to my House, and alledged as follows "For the Money I owe to Pahoocadumbachiary, 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, written on Cadjan which he said was to the 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 Assertions, 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 in the Next day my said Bond to Pahooradumbachiary, I have trusted that this shall Performed his Promise, but to this day, he has neither brought and delivered to me the said Bond, nor given the said Agreement, which is so 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 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 Honble Court against such Principal, and after a final Decision and Non performance of the Decree, then and not before, is the Security Bond of Mandamporoo Vencatachirayer to take place but here the Replicant begs leave to Observe, the meaning and intention of the Defendants Setting up this their fictitious Security and annexed the Translation thereof to their Answer, was to Secrete 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 Mandamporoo Vencatachirayer 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, or to the Remainder thereof by the Defendants in their Answer note the Custom of India the same is foolish as no such Custom or Usage ever being Admitted of to have, which the Replicant Answers no Part Admitted 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 Fifteenth of the Defendants in their Joint and Separate Answer wherein they Say that they have paid unto the aforementioned Mandamporee 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 Mandamporee 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 Mandamporee " Vencatacherayer, the Ballance thereof being carried to Account and " Allowed of in the Accounts at that time Subsisting between the said " Mandamporee Vencatacherayer and the Replicant," in Reply to this Allegation the Replicant Says that this part of the Answer Sets forth 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 Mandamporee 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 now Set and made up 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 Mandamporee Vencatacherayer as to 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 him, 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 Mandamporee Vencatacherayer to Set down in Writing, what he knew of the matter, and the same was done in the Gentoo Language, of which the said Mandamporee 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 whereof is herewith Annexed for the Inspection of this Hon.ble Court and the Original under the Hand and Signature of the said Mandamporee 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 Mandamporee Vencatacherayer and he Debtor to them, and which is become a Debt they are Endeavouring to Transfer over their Demand on him to the Replicant, which

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