
Block 7
Rack No.
Shelf No.
Serial No. 16
Journal No.


Block
Rack No.
Shelf No.
Serial No. 16
General No.

Court of Appeals } Saturday the 31st May 1718

Present

John Holland, James H. Casamajor &
Robert Maunsell
Esqrs

To the Honble Sir Archibald Campbell K.B
President and Governor &c Council of
Fort St George

In the Honble the Court of Appeals

Between Anava Chingaroy mootelly
&
by his attornies Moodoo Pennambalum and
Cuddalore Pennall Moodly and Edward
Jourdan Esqure Executor to the last Will
and Testament of Frances Jourdan Esqure
Deceased —

The Humble Petition and Appeal of Edward Jourdan of
Fort St George on the Coast of Commandill in the East Indies
Esqure Major of Cavalry in the Service of the Honble the United
English East India Company under this Establishment &
Fort St George Executor with a Probate to the last Will and
Testament of Francis Jourdan late of the same place
Esquire Deceased —

Filed in my office
the 24th Novr 1726
Charles D Whitelee

the said Francis Jourdan pth

Sheweth,

That the abovesaid Anava Chingleroy moodelier, by his abovesaid Attornies Moodoo Ponnambalum, and Cuddalore Pennall moodely did on the 8th day of February, in the present year of our Lord 1786. prefer a Bill of Complaint against your Petitioner, as the Executor to the last Will and Testament of your Petitioners Brother Francis Jourdan, late of Fort St. George Esquire Deceased, in Order to Compell your Petitioner, as Exr or aforenamed to Pay unto him the said Anava Chingleroy moodelier, and his said attornies the sum of Two thousand Two hundred and nineteen Pagodas Twenty nine — fanams and Seventy five Cash, as the Balance of an account Current &c arising on a Bond penal, for the sum of Six thousand six hundred and thirty Star Pagodas, Conditional on the payment of the — Principal Sum of three thousand three hundred and fifteen Star Pagodas, with Interest, under the Hand and Seal of the said Francis Jourdan in his Lifetime given unto the abovesaid Anava Chingleroy moodalier, which Bond your Petitioner Sheweth beareth date the 27th Day of november in the year 1783, a Copy whereof as also a Copy of the account Current are annexed to the said Bill of Complaint, To this said Bill of Complaint your Petitioner as Executor aforenamed, appeared and was under the necessity of putting in such an answer, as the situation of the said Deceased Francis Jourdans Concerns and affairs, would then admit of, and also in Conformity to the Rules in Law prescribed to Executors and administrators, on they become Defendants, Especially in such Concerns and affairs that are complicated Wide and Extensive, such as the Deceased Francis Jourdans were who Traded in his life time to Sundry

Ports

Ports and Places in Europe and in Asia, and which required many years to bring to a final Conclusion, your Petitioner did in consequence of being an Executor to the said Francis Jourdan, make and put in such an answer as the Law Directs, thereby reserving a Right of Equality as to Payment, to such of the Specialty Creditors, as were of an Equal Degree with the said Anava Chingaleroy moodelier, and his said Attornies, your Petitioner having in no sort or shape pleaded in avoidance of the said Bond of the said Francis Jourdan, or in any shape denied the Demand made on the same, but on the Contrary, admitted of the Debt with this reservation, and observation, that although your Petitioner did admit of the Debt yet your Petitioner did not admit of Assets sufficient in Hand to pay the Demand of the said Anava Chingaleroy moodelier or his said attornies, by reason of the Extensiveness of the affairs of the said Deceased, whereby your Petitioner could not, with any Degree of Precision, render an account of the real State and Condition of the Deceased's Estate and Effects — your Petitioner as Executor aforesaid, did also in such his said answer set forth, that your Petitioner was himself a Specialty Creditor, on Two Penalty Bonds to a very large amount, as set forth in your Petitioners account &c annexed to his said answer, and that your Petitioner had not in hand sufficient to Pay himself, which by Law he was as a Creditor first Entitled to do in full, unless there might be sufficient assets to pay the other Creditors, of an equal Degree your Petitioner, your Petitioner further in answer did set forth in a Schedule annexed thereto, a List of the several Specialty Creditors of the said Francis Jourdan, who were on an Equality with the

Anava

Sheweth,

That the abovesaid Anava Chingleroy moodelier, by his abovesaid Attornies Moodoo Ponnambalum, and Cuddalore Permall moodely did on the 8th day of February, in the present year of our Lord 1786. prefer a Bill of Complaint against your Petitioner, as the Executor to the last Will and Testament of your Petitioners Brother Francis Jourdan, late of Fort St. George Esquire Deceased, in order to Compell your Petitioner, as Ex^r aforenamed to Pay unto him the said Anava Chingleroy moodelier, and his said attornies the sum of Two thousand Two hundred and nineteen Pagodas Twenty nine Fanams and Seventy five Cash, as the Balance of an account Current arising on a Bond penal, for the sum of Six thousand six hundred and thirty Star Pagodas, Conditional on the payment of the Principal Sum of three thousand three hundred and fifteen Star Pagodas, with Interest, under the Hand and Seal of the said Francis Jourdan in his life time given unto the abovesaid Anava Chingleroy moodelier, which Bond your Petitioner Sheweth beareth date the 27th Day of november in the year 1783, a Copy whereof as also a Copy of the account Current are annexed to the said Bill of Complaint. To this said Bill of Complaint your Petitioner as Executor aforenamed, appeared and was under the necessity of putting in such an answer, as the situation of the said Deceased Francis Jourdans Concerns and affairs, would then admit of, and also in Conformity to the Rules in Law prescribed to Executors and administrators, when they become Defendants Especially in such Concerns and affairs that are complicated Wide and Extensive, such as the Deceased Francis Jourdans were who Traded in his life time to Sundry Ports

Ports and Places in Europe, and in Asia, and which required many years to bring to a final Conclusion, your Petitioner did in consequence of being an Executor to the said Francis Jourdan, make and put in such answer as the Law Directs, thereby reserving a Right of Equality as to Payment, to such of the Specialty Creditors, as were of an Equal Degree with the said Anava Chengalroy moodelier, and his said Attornies, your Petitioner having, in no sort or Shape pleaded in avoidance of the said Bond of the said Francis Jourdan, or in any Shape denied the Demand made on the same, but on the Contrary, admitted of the Debt with this reservation, and observation, that although your Petitioner did admit of the Debt yet your Petitioner did not admit of assets sufficient in Hand to pay the Demand of the said Anava Chingal^{ro} moodelier or his said attornies, by reason of the Extensiveness of the affairs of the said Deceased, whereby your Petitioner could not, with any Degree of Precision, render an account of the real State and Condition of the Deceased Estate and Effects your Petitioner as Executor aforesaid, did also in such his said answer Set forth, that your Petitioner was himself a Specialty Creditor, on Two Penalties to a very large amount, as Set forth in your Petitioners account to annexed to his said answer, and that your Petitioner had not in hand Sufficient to Pay himself, which by Law he was as a Creditor first Entitled to do in full, though there might be Sufficient assets to pay the other Creditors, of an equal Degree your Petitioner, your Petitioner further in answer did set forth, in Schedule annexed thereto, a List of the several Specialty Creditors the said Francis Jourdan, who were on an Equality with the

Peter

Anava Chingulroy moodaliar, their Right as to an Equality of Payment your Petitioner prayed of the Honble the Mayors Court a Reservation thereof, so that no advantage might be taken to their prejudice, of the suit preferred by the said Anava Chingulroy moodaliar, against your Petitioner as Executor aforenamed: and your Petitioner did also in such his said answer, Pray of the said Honble the Mayor's Court a Reservation of his preferential right of Payment to not only the said Anava Chingulroy moodaliar, but also the other Specially Creditors of the said Francis Jourdan, your Petitioner did also further pray a Reservation of his Expences, and Charges as incidental to his office of an Executor, all of which said answer your Petitioner shewth he gave in as in Equity and Justice to the several Creditors of the said Francis Jourdan was due and Owing, your Petitioner further shewth that this said Bill of Complaint with your Petitioners answer, were Set down for hearing, and the same came on before the Honble the Mayor's Court and was by them Determined on Tuesday the Fourteenth Day of this Instant November, in manner and Form as setforth and Expressed in a copy of the Decree pronounced by the said Honble the Mayor's Court, hereto annexed for the inspection of this Honble Court of appeals, and the Originals in the Possession of your Petitioner, and ready to be produced when required, — From which said Decree of the Honble the Mayor's Court your Petitioner, as Executor to the last Will and Testament of the said Francis Jourdan, prays leave to appeal to this Honble Court of Appeals, as your Petitioner is of an Opinion the such Sentence order or Decree of the Honble the mayors Court is

is very Erroneous, as so Decreed against your Petitioner, as an Executor, Because the said order sentence or Decree of the Honble the Mayor's Court takes no notice of the Claims of the sundry Specially Creditors, by your Petitioner setforth and Shewn in your Petitioners answer, nor of the want of afsets, in your Petitioners Hands to pay himself and the Sundry Creditors, of the said Francis Jourdan, when in fact the Sentence, or Decree of the said Honble the mayors Court ought to have been, as in the like Cases where they are a — Number of specially Creditors unsatisfyed, and the want of immediate afsets in the hands of the Executor, or administrator, to Discharge their several Claims, the Debt admitted with a Stay of Execution to be paid out of the afsets in future, so that the same be not to the Prejudice of the Specially Creditors, whose right as to Equality of Payment with the said Anava Chingulroy moodaliar, is preserved to them by the answer of your Petitioner to the Bill of Complaint to the said Anava Chingulroy moodaliar; which your Petitioner says ought to have been Observed in the Decree, as pronounced by the Honble the Mayor's Court. Whereas by the said Decree, it does there appear as if there was no other Creditors, of the said Francis Jourdan, but the said Anava Chingulroy moodaliar, and that there were afsets sufficient in hand to satisfy such Decree of the Honble the mayors Court, whereby your Petitioner is liable to be prosecuted for a Devastavit, by all the Creditors, your Petitioner further says as another Cause for appealing from the said order, Sentence, or Decree, of the Honble the

Mayors

Mayors Court that they ought to have marshalled the Payment
of the said Anava Chingulroy moodeliers Demand, as setforth
and prayed for by your Petitioner in his answer, for your
Petitioner Sheweth, that by such said answer, your Petitioner
has kept the Demand of the said Anava Chingulroy moodalia
within the Letter of the Law and the Decree of the said Honble
the Mayors Court, should have been accordingly, for with
great Submission to this Honble Court of Appeals, the said
Order Sentence or Decree, of the said Honble the Mayors Court,
does not, nor cannot Operate or give a preference to the
Prejudice, of the Several Specialty Creditors, whose Claims
your Petitioner has, in said Answer setforth and preserved
and who are thereby interested, and have a right to the
produce of the assets, when and wheresoever they may
be found: your Petitioner further setsforth, that the
Decree of the Honble the Mayors Court would have done
very well had there been no other Creditors, and where
no special answer was put in, it might then be
presumed the Debt was just and that there were no
Creditors of an equal Degree, and assets in present
Sufficient to pay: Whereas by your Petitioners mode of
pleading the Rule laid down by the Law of the Land, is
preserved, and the said Anava Chingulroy moodalier;
is still no further Considered than as a Bond Creditor,
for in fact he has only ascertained his Debt and
though he has obtained a Decree against the Executor,

yet

To the Honble Sir Archibald Campbell K.B.
Governor and President &c. Council of
Fort Saint George

In the Honble the Court of
Appeals at Madraspatnam

In the Cause wherein Anava
[illegible] of [illegible] be his
Prays that the said Decree of the Honble the Mayors Court
may be Reversed, and set a side, as Erroneous and that
such Decree may be made according to Law, with Costs to
be paid by the said Anava Chingulroy moodalier

/Signd/ Charles Bromley
Attorney for Appellant

Mayors Court at
Madraspatnam

Tuesday the 14th day of November
Anno Domini 1786

Present
Robert Ewing Esqr. Mayor
James Call & William Webb
Aldermen

Between Anava Chingulroy moodalier,
by his attornies Moodoo Ponnambalam
Moodelly and Cuddalore Permall,
moodely of Madras Inhabitants
Complainants, and Edward Saunders
Executor named in the last Will and

Testament

Major's Court that they ought to have marshalled the Payment
of the said Anava Chingulroy moodeliers Demand, as setforth
and prayed for by your Petitioner in his answer, for your —
Petitioner Sheweth that by such said answer your Petitioner
has kept the Demand of the said Anava Chingulroy moodalia
[illegible] the Decree of the said Honble
an account Current and List of the Creditors Annexed, On
Hearing the Pleadings made use of by the attornies and on
due Consideration had thereon - This Court doth think fit
to order and Decree, and doth accordingly order and Decree,
that the Defendant shall pay unto the Complainant out
of the Estate and Effects of Francis Jourdan Deceased the
full and Just Sum of Two thousand Two hundred and
nineteen Pagodas, Twenty nine fanams, and Seventy five
Cash / Pagodas 2219 . 29 . 75. / together with all such
Interest, as now is or shall hereafter become due thereon
untill full Payment is made, also all Costs of this suit -

Ebur

/Signed/ James Taylor

Register

A true Copy

Charles Bromley

Attorney for Appellant

To

To the Honble Sir Archibald Campbell K.B.

Governor and President &c, Council of
Fort Saint George

In the Honble the Court of Appeals at Madraspatnam

In the Cause wherein Anava
Chenglevy Moodelier, by his —
Attornies Moodoo Tonnambala
and Cuddalore Pennaill moodelly
of Madras Inhabitants &c the
Complainant and Edward Ivers
of Fort Saint George Major of
Cavalry in the Service of the Honble
united English East India —
Company, Executor to the last
Will and Testament of Frances
Jourdan, late of the same place
Esquire Deceased is Defendant —

Filed in my Office
the 15th December 1786
Charles N White Clk

The answer of the above named Complainant
by his said Attornies, to the Petition and appeal
of the above named Defendant, as Executor, with
a Probate to the last Will and Testament of
Francis Jourdan Esquire Deceased. —

This Respondent by his said attornies, admits that
same time on or about the Eighth day of February last
past

Set forth at large — for which said Ballance of Two thousand two hundred and nineteen Pagodas twenty nine fanams and Seventy five Cash, Current money of madras, together with Interest and Costs of Suit, this Respondent by his said attornies, humbly prayed Judgement, and a Decree of the said Honble the Mayors Court, as in all right and Justice he was well entitled unto, to which said Bill of Complaint of this Respondent by his said attornies, — he the said Edward Sourdan, as Executor to the last will and Testament of the said Frances Sourdan deceased, did, on or about the Seventeeth day of February last past, and which was in this present year of our Lord One thousand Seven hundred and Eighty six, put in an answer, but this Respondent by his said attornies, cannot admit that the said — Answer was in any manner or Degree Satisfactory, and this Respondent is well informed that the said Edward Sourdan now appellant, had it in his Power, as Executor as aforesaid, to have made and put in a much more Satisfactory answer, than the one he hath done; for this Respondent saith, that he the said appellant, ought to have shewn, and Stated fully, how he had disposed of, and applied the assets which hath come to his Hands, and which this Respondent by his said Attornies, — saith, must have been, and are very Considerable, and that the said appellant, as Executor as aforesaid hath received, and Possessed himself of Sundry large sums of

of money — which he hath not applied towards the Discharge of the Debts of the said Deceased, but withheld and detain the same in his hands to the injury of this Respondent, as a Bond Creditor unsatisfied thes — Respondent by his said attornies, further answering the Petitioners said appeal, saith that the appellant having fully acknowledged the Justness of thes Respondents demand, in and by his said answer, he this Respondent was not only Entitled thereupon, to the Decree Obtained in this Cause from the said Honble the mayors Court, as consistent with the Rules of Law, and Equity, but this Respondent saith the said appellant, ought to have paid and Satisfied the same or at least have shewn this Respondent, how and in what manner the monies Received, belonging to the Estate of the Deceased by him the said appellant, as Executor had been applied, and have rendered such Satisfaction to this Respondent, as the Circumstances of the Estate would admit of, instead of which thes Respondent, is Harrassed, and aggrieved, by an Expensive Litigation, and appeal, under pretended Grievances, which never Existed, for thes — Respondent by his said attornies humbly insists, that the Decree of the Honble the Mayors Court, which passed in this Cause on Tuesday the Fourteenth day of november last past, and which was in this present year of our Lord One thousand Seven Hundred and Eighty six —

is

is very favorable to the appellant; for as Executor he the said ~
appellant ought to have put in a short pertinent answer,
acknowledging the Justness of this Respondents Claim, and
if really unable to pay out of the monies in hand, belonging to
the Estate of the Deceased Francis Jourdan, which this ~
Respondent by his said attornies cannot admit to be the
case. He the said appellant as Executor, should have ~
stated the cause for such defect, in as Concise a manner
as possible, and have shewn how and in what manner
or state the Debits, Credits of the Estate were actually in,
instead of which a long answer is put in to this Respondents
Bill of Complaint, containing many matters and things
which in no wise regarded the matter in Question, between
this Respondent by his said attornies, and the ~
appellant, as Executor of the Deceased, which being a
Debt, arising from a Specialty under Hand, and Seal
of the Deceased, Entitles this Respondent, to immediate ~
Satisfaction, and this Respondent further saith that
the Honble the Mayors Court passing a Decree, for the ~
Costs of suit, to be paid out of the Estate, was favorable
to the appellant, who is by the strict Rules of Law subject
and liable to pay all Costs out of his own Pocket for
defending a Suit against the Justness of which, he had
nothing to alledge, therefore this Respondent by his said
attornies Saith, that the appellant ought to be well
Satisfied with the said Decree, for this Respondent saith
and

and avers, that his Claim as made by his said attornies
is Just, fair, and honest, that in its nature it is of
as high a Degree, as any Debt can be, and ought to Claim
the first attention of the Executor now appellant, ~
that he, this Respondent by his said attornies, is a ~
Judgement Creditor for a Bona fide Consideration, ~
which Judgement being obtained by this Respondent, ~
without Collusion, fraud, or ~~deceit~~ deceit he this Respondent by
his said attornies humbly insists is the first, at least
among the first Claims against the said Estate which
ought in Justice and Equity to be first paid off and
Satisfied, by the appellant, as Executor, notwithstanding
any thing alledged by the appellant, in his said ~
Petition, and appeal to the Contrary, nor hath this
Respondent a doubt, but this Honble Court of appeals,
will in their Equitable Decision, be pleased to affirm
the said Decree, in favor of him this Respondent, as a
Decree justly obtained according to the Rules of Law,
Reason and Equity. ~

For all which Reasons, and for such
others, as may be offered, at the hearing
of this Cause, this Respondent by his
said attornies, humbly prays that
the said Decree, of the Honble the
mayors Court, made and passed in

this

this Cause on Tuesday the Fourteenth Day of november last past, and in this present year of our Lord one thousand Seven hundred and Eighty six, may Stand and be affirmed, and the Petition and appeal of the said Defendant as Executor / now appellant / be hence Dismissed with Exemplary Costs, to be paid by the appellant, to this Respondent by his said attornies for his unwarrantable Litigeousness, this Respondent by his said attornies, lastly prays, such other and further Relief in all and Singular the Premisses as to this Honble Court of appeals shall appear agreeable to Equity & Justice and good Conscience and the nature of this Respondents Case may Require.

/Signed/ James Greerson

Attorney for Respondent

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 18th Day of December Anno Domeni 1787

Present

James Call Esquire Mayor
Edward John Holland George Savage
and Andrew Rofs Aldermen

Streepaumadore Panamballum administrator of Anavy Chingleroy

Vers

Edward Jourdan Executor of Francis Jourdan Deceased

Mr. Pullin Spencer attorney for the Defendant appeals and has no Objection to the Suit being revived.

Ordered that the same do stand revived

A true Extract

/Signed/ James Taylor

Register

Court

Court of Appeals at Madraspatnam

Saturday the 31st. May Anno Domini 5788.

Between Edward Jourdan, Executor of Francis Jourdan Deceased appellant and Streeparsemb adoo Pannambalum administrator to the Estate of Anava Chinglerog Moodelliar Deceased Respondent.

This Cause coming on this day to be heard and debated before this Court, by the attornies on both Sides, upon hearing the Petition of appeal, and Answer and the several Exhibits of the Honble the Mayor's Court, together with the Decree of the said Court given in this Cause on Tuesday the 14th. day of November Anno Domini 1786, upon due Consideration had of the matters therein Severally Contained, and of the Pleadings, and Arguments, used by the Attornies on both sides, This Court doth think fit, to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayor's Court do Stand affirmed, Saving the Rights of the said Edward Jourdan, as Executor to the Estate of the said Francis Jourdan, and the appellant do pay the Costs in this Court.

Pleur /Signed/ Chas N. White Clk.

To

To the Honble Major General Sir Archibald Campbell K.B. President in Council Fort St. George

In the Honble the Court of Appeals

In the Cause of William James by his acting attorney William Sydenham, Lieutenant Colonel of Artillery, on the Service of the Honble the united Company of merchants of England trading to the East Indies Proponent, and William Wynch of Madras Esq. in Right of his Wife Rhoda Wynch Opponent.

The Humble Petition of the above named William James by his acting attorney William Sydenham,

Most humbly Sheweth

That on or about the tenth day of October One thousand Seven hundred and Eighty six, the said opponent William Wynch by his Proctor Henry Dudley did pray the Honble the Mayor's Court that Letters of administration might be granted, to him of the Estate and Effects of Sophia James, whom he stiled Widow, and Relict of Edward James, late a Lieutenant Colonel

Filed in my Office the 10th. April 5788 Charles D. White Clk.

Colonel of Artillery, at Fort Saint George aforesaid, in Right of his Wife Rhoda Wynch, Lawful Sister of the said Sophia James, and thereupon, Stephen Popham as proctor for your Petitioner, the natural and lawful Brother of the said Edward James and Sole administrator as such, under the Prerogative Court of the arch Bishop of Canterbury, of the Goods Chattels and Credits of the said Edward James by his acting attorney aforesaid appeared on the Seventeenth day, of the said month of October last mentioned and filed a Caveat to prevent such Letters of administration, being granted to the said Opponent, and the usual rules having issued for your Petitioner, to put in his allegations thereon the same were filed by his said Proctor on the Seventeenth day of may following, to which the said Opponent, did put in his answer and other Proceedings being thereon, had the Several matters came on to be heard and determined before the said mayors Court, on the thirtieth day of October last, when the said Court, thought fit to order and did accordingly Order that Letters of administration to the said Estate, should be granted to your Petitioner, as by a Copy of such Order, hereunto annexed for the Inspection of this Honble Court, The original Being in your Petitioners possession and ready to be produced if required will more fully appear, From which Order the said Opponent has thought proper to appeal to your honor in Council, and such Petition and appeal is now before this Honble Court, but your Petitioner ad advised and humbly insists, that such appeal is totally irregular, and not warranted by his majesty Charter, or otherwise, howsoever by law and in support thereof, he begs leave to suggest the reasons following

First - - - Because by the Laws of England, the Civil and Ecclesiastical Courts have throughout a Separate and distinct Jurisdiction, from the Beginning of the Cause to its final determination, - and therefore a matter exclusively cognozable in an Ecclesiastical Court as the present is, cannot be disturbed in a Civil Court.

Secondly - - - Because this Honble Court, is declared by his Majestys Charter, to be a Court of record and as such a Court of Common Law, - but the Rings Ordinary, which has the power of Granting administration, is not a Court of Record or Common Law, but it's decisions are regulated by the Civil and Canon Law and therefore an appeal from one Court to the other, must be inconsistent as its rules of Judging are not the same, - for Instance, The Ecclesiastical Courts, require two Witnesses to every fact, the Common Law Courts are satisfied with one, if the rejection of a Fact, therefore in an Ecclesiastical

Ecclesiastical Court, for want of two Witnesses was appealed to a Common Law Court, it must determine that it should be admitted and both Courts would be warranted, in their determinations: altho' such determinations differ, an absurdity which could only be avoided by prescribing to each Court, its proper Limits, without any appeal or resort - whatever from One to the other.—

Thirdly — Because His Majestys Charter, speaks only of Appeals in Civil Causes and not in Ecclesiastical matters; for no mention is made of the authority to prove wills, or grant Letters of administration, till the mode of carrying on the Proceedings in Civil Causes from the Institution of the Suit to the ultimate appeal before his majesty in Council, as well as all the other Provisions in the Charter respecting actions and Suits, have been setforth.—

Fourthly — Because the Charter, expressly gives the power of proving wills and granting administrations, to the mayor's Court, at each of the Presidencies, whose Seal is directed to be put to Probates, of Wills and Letters of administration to authenticate such Respective authorities - and such Letters of Administration, are therein directed to be given to such Persons as they shall think entitled to them, — and the Charter then declares in a particular Clause by itself and it is

Our

"Our Will and pleasure, that such person or persons to whom "administration shall be so granted shall, and may act "in all Respects, as administrator or administrators.—

Fifthly — Because the Letters of administration are already Granted to your Petitioners attorney William Lyanham, and Security given for the faithful administration of the Estate, agreeably to the constant practice of the Court in all such Cases, which does not as in Civil Causes suspend the Execution of its decree, for Fourteen days, in order for time to the Parties to appeal therefrom, but its decisions in Ecclesiastical matters, immediately vest the right and the party invested with such right becomes immediately administrator.—

Sixthly — Because the Charter previous to its authorising the Mayors Court, to grant administrations &c.,— expressly recites the mischief is intended to prevent, namely the Embazzlement of Estates and the non payment of debts from Executors and Persons authorized to take Care thereof; but this mischief will be but partly remedied, if these authorities are appealable and Subject to be suspended by a long litigation from one Court to another, till the Estate may be dissipated, and its rights become irrecoverable.—

Seventhly — Because no right or Property, is determined by this decision, of the Mayors Court, but merely an authority issuing from themselves for the administrator is in fact deputed from the Court in their Ecclesiastical Capacity,

and

and to the Court alone he is Responsible, by the obligation of himself and his Two Securities, of whose responsibility in every respect the Mayor's Court appears by the nature of the thing, as well as the wording of the Charter, to be the Sole Judge, and the Temporal Courts are to give no Credence to Sentences, given in the Ecclesiastical Courts whose Seal Stamps an authority with which no other Court can interfere —

Eighthly — Because as the King is the Fountain of Justice and the supreme magistrate of the Kingdom, intrusted with the whole executive Power of the Law, no Court whatsoever can claim any Junesdiction, unless it some way or other derive it from the Crown, and the spiritual Jurisdiction being derived from the King must be exercised in the manner the King has appointed. —

/Signed/

Stephen Popham

Extract

Extract from the Proceedings of the Kings Ordinary held at the Town Hall on Saturday the 27 October Anno Domini 17

Present

James Call Esquire Mayor
Edward Jnº Holland William Webb
George Savage Vincentio Corbett
and Andrew Rojs Aldermen

William James by his acting attorney, William Sydenham
Proponent, and
William Wynch in Right of his Wife Rhoda Wynch
Opponent: —

Allegations with an Exemplification and an affidavit Annexed Read —

Answer thereto Read —

The matter in dispute, between the proponent William James, by his acting attorney William Sydenham, and the oppanent William Wynch, Relative to the Estate and Effects, unadministered of Colonel Edward James, deceased coming on to be argued and determined this day in the presence of the Proctors, on both sides, on Reading the proponents allegations with Copies of an Exemplification and an affidavit annexed, the oppanents answer, on Hearing the Pleadings and arguments, made use of by the Proctors on both Sides, and the Court having had due Consideration thereon, doth think fit to pronounce, and do accordingly pronounce

pronounce that Letters of administration, unadministered by Mr. Robert Barclay, deceased to the Estate and Effects of Colonel Edward James deceased, be granted to — William Sydenham as the attorney of William James, the Brother of the said deceased, upon his giving good and Sufficient Security, and it is further ordered that the Opponent William Wynch do pay all Costs attending this matter.—

A true Extract
/Signd/ James Taylor
Regista

A true Copy
(Signd) Stephen Popham

In the Honble the Court of Appeals at Madraspatnam.

The Answer of William Wynch of Madras Esqr. in Right of his Wife, Opponent to the Petition and Cross appeal of William James by his acting Attorney William Sydenham, a Lieutenant Colonel of artillery in the Service of the Honble united Company of Merchants of England trading to the East Indies Proponent.—

Filed in my office
the 9th May 1738
Charles D'Wolfe Clk

The

The above named Respondent doth admit that he did some time on or about the Tenth day of October, which was in the year of our Lord One thousand Seven hundred and Eighty Six, by his Proctor Henry DuBey pray the Honble the mayors Court, that Letters of administration might be granted to him, of the — Estate and Effects of Sophia James, as Widow and Relict of Edward James, late a Lieutenant Colonel of artillery in the said Service, in Right of his Wife — Rhoda Wynch, Lawfull Sister of the said Sophia James, and that thereupon Stephen Popham as Proctor for the appellant as natural and Lawfull Brother of the said Edward James, and Sole administrator, as such under the prerogative Court of the Arch bishop of Canterbury of the Goods Chattels and Credits of the said Edward James, by his acting attorney the said — William Sydenham, did on the Seventeenth day of the said month of October, appear and did file a Caveat, to prevent such Letters of administration being — granted to this Respondent, and the Rules usual having issued for your Petitioner, to put in his — allegations thereon, the said appellant did file the same on the Seventeenth day of the month of may — following, and this Respondent did put in his answer thereto, and without any other proceedings thereon, issue did join Rules did pass for the —

Examination

Examination of Witnesses, But not any were produced by the parties, on either side, and publication did pass, and the said Several matters in Contest came on to be heard in the said Mayors Court, on the thirtieth of October last, when the said Court did think fit to order, that Letters of administration to the said Estate, should be granted unto the said appellant: But this Respondent Saith that the present matter before this Honble Court, is of the Estate of Lieutenant Colonel Edward James, unadministered by Robert Barclay, and not of Sophia James as mentioned in the preamble of the appellants Petition.

And this Respondent doth annex the Copy of the said Order for Letters of administration, to the Estate and Effects of Edward James unadministered by Mr. Robert Barclay, to be granted to the said William Sydenham, as the attorney of William James Brother of the said Edward James is a true Copy.

From which said Order this Respondent hath appealed as conceiving himself aggrieved thereby, & entitled to such appeal, and which he doth deny to be irregular, but maintains that the same is in the course and Current of the Law, and the established practice of this Court, and the appellant, hath not shewn any Law whereby this Respondent or any of his Majestys Subjects, can be or are deprived, of an appeal in the present

or.

or in Similar Cases, to this Honble Court, which is the only Channel thro' which an appeal to his Majesty in Council can be ultimately — obtained. But hath sett up reasons suggesting within himself instead of Established and prencipled Law. — and this Respondent Saith, that the allowance of that Right, is in conformity to the practice of this Honble Court, to receive appeals from Determinations, of the Honble the Mayors Court, in their Capacity, as Kings ordinary, and it was consistent in the appellant, to shew particularly good Cause, why the said Right should be disallowed, as it is evident from the nature of the Cause, that there can be no line of Comparison drawn, between the magnitude of Conse- -quential injury, in the disallowance of the Right and the allowance of it. But as the appellant hath set forth such his reasons why the said appeal should not be received, this Respondent will endeavor to answer the same, upon the best grounds he is able to furnish for the satisfaction of this Honble Court.

To — First Because, by the Law of England, the Civil and Ecclesiastical Courts, have throughout a Separate, and distinct Jurisdiction &c. —

This Respondent Saith, that the same is no valid objection against an appeal from the determination of the Mayors Court in their Ecclesiastical Jurisdiction. — Because altho' they have a double

Jurisdiction

Jurisdiction, both powers are executed under one authority, His majestys Charter by the same persons as mayor and aldermen of the Town of Madraspatnam - and under the same title and description of Mayors Court of Madraspatnam, Consequently they cannot have a higher Jurisdiction in one instance as to determine the Right to Letters of administration, and to grant probate of Wills without appeal, than they have in their civil Capacity except such an exclusive power had been expressly and Legally given to the Mayor's Court in that instance.—

Because no man can be deprived of his Right but by express Law, and not by implication,— and this Respondent saith that if that part of his Majestys Charter, relating to Ecclesiastical matters, will admit of a question, as to the manner of defining the real intent and meaning thereof, this Respondent conceives that the same should rather be construed by such other, preceding parts thereof as are more certain, and favorable to the Suitors of the Mayors Court, than by a manner which would leave them deprived of what is an allowed common Right, in instances of less consequence, and importance. For if it is admitted by the appellant, that an appeal will lie from the Mayors Court, to this Honble Court, in any instance wherein a person may find himself aggrieved

aggrieved, by their Decree to pay any sum exceeding twenty five Pagodas, He cannot consistently contend, that an appeal will not lie upon the determination of the Mayor's Court, in its Ecclesiastical Capacity, as to probate of Wills, and granting of Letters of administration, whereby the right of property and possession, of the whole Estate of a Deceased person is at once Decreed and in course of greater consequence, and importance than the determination of property in its civil Capacity, which ordinarily only goes to the Decreeing of a very small part of a mans Estate - and if the appellant doth not allow of a right of appeal, from the determination of that Court in Ecclesiastical Cases, he ought to shew by what authority, the Subject is precluded from such right, and upon what ground of Law, such an exclusive Jurisdiction is given to the mayors Court. — The appellant will allow that they have a right to try, hear, and determine all Ecclesiastical matters, relating to granting of Probates and Letters of administration, and of course that they are allowed, that Right to give Judgement and to pass Sentence in Cases of Wills. First when only one Will may appear and of course may grant Probate of the said Will, or adjudge that the Testator therein named died intestate and also

in

in Cases where two Wills appear they may grant Probate of either of the Wills, and set aside the other all which powers, they may exercise according to the appellants argument, without any Consideration to the amount or Value of the Estate of the Testator, and the party against whom Sentence is given must be satisfied therewith, because the same is ultimate and from which no appeal will lie, and the only reason upon which the appellant grounds, this lack of Justice is, that the Charter hath not made any provision for appeals in Ecclesiastical matters. The inconsistency of which this Respondent Saith, is too evident from the nature of the Case and the injurious consequences arising from it to need his pointing them out.—

To the Second—Because this Honble Court is declared by his Majestys Charter, to be a Court of Record, and as such a Court of Common Law, But the Kings ordinary who has a power of Granting Probate of Wills and Letters of administration is not a Court of record &c:—

This Respondent Saith that the same is no reason why an appeal shall not lie to this Honble Court, from an order of the Mayors Court, to grant either Probate or Letters of administration, nor is there any Reason why this Honble Court, should not determine upon the proceedings in the Mayors Court, in such Cases, as in others, and receive them by way of appeal in the same manner, as other proceedings, and the absurdity pointed out by the appellant of allowing of appeals, to this Honble Court from the Decrees of the Mayors Court, in Ecclesiastical matters, because this Honble Court is a Court of Record doth rather apply to the denial of the regularity of such a Course—

To the third Because his Majestys Charter speaks only of appeals, in Civil Causes, and not in Ecclesiastical matters, this Respondent Saith that the right of appeal is not with held, because the same right is not Verbatim repeated in the manner it is particularized in Civil Cases. But the whole of the Charter ought to be taken together as comprehending one View of administering effectual Justice, to his Majestys Subjects in all Cases whatever: Because if one part of the Charter be allowed to be separated, for the purpose of answering any Particular design, the general intent for which it was granted, will be entirely defeated by opposite interpretations, and Constructions, as for instance a power is given by the Charter to prove Wills, and grant Letters of administration, But there is no power given to the Mayors Court therein to hear try and determine upon any Contest, for Probate or Letters of administration But that

power

power is taken by the Mayors Court, by implication, — and if such a power to hear try and determine — Ecclesiastical matters, is allowed by implication, by the same parity of reason, the right of appeal to this Honble Court must follow any Decree by them so heard tried or determined. —

To the Fourth — This Respondent Saith, that Letters of — administration are by Law allowed, to be contested, and untill such Contest is determined, neither of the Parties in Contest, can assume the right of administration. —

To the Fifth — This Respondent Saith that he hath — appealed to this Honble Court, against the Order of the Mayors Court, for granting Letters of administration, and this Respondent Saith that by such appeal the said order for granting Letters of administration, to the said William Sydenham as aforesaid, was and is suspended and this — Respondent Saith that it is inconsistent to allege that the same are not suspended by this — Respondents appeals, before this Honble Court, — Because it is certain that the Mayors Court may suspend and revoke its own acts, and of Course their acts are under the power of Suspension of a Superior Court. —

To the Sixth — This Respondent Saith that the mischiefs mentioned by the appellant, as intended to be prevented by the authority vested in the Mayors Court, to grant Letters of administration, are not applicable to his Claim, to have that right vested in him, by them as he was always ready to fulfill, and to give Security for the faithfull administration of the unadministered Effects of the Deceased, according to his — application, and this Respondent Saith that the Estate could not have suffered by the said William Sydenham, not having Letters of administration thereof granted him, because the Law admits of such Contest as in Course and likely to happen, and hath therefore established an intermediate power, to be vested in the hands a third or more persons, during the Contest for the indisputable right, which Contest according to the practice of the Courts at home is subject to a variety of appeals, and ultimately to the King as Supreme ordinary —

To the Seventh This Respondent Saith, that the said Objection implies, that no Contest of Suit for Letters of — administration is admissible by the Laws, which if true, this Respondent hath the preferable right as having made the first application, and by that mode of reasoning he ought not to have been disturbed therein by the appellant —

This —

To the Eight — This Respondent Saith that he admits that the King is the Fountain of Justice, and the Supreme Majestrate of the Kingdom, and this Respondent Saith that he is also the Supreme ordinary, of the Realm by Virtue of his prerogative, and it cannot therefore be allowed that the meaning and intention of his Majestys Charter, is to convey away from the Crown so large a portion, of its inherent Right, by depriving the Sale, and irrevocable power of granting Probates of Wills, and Letters of administration to the mayors Court at Madras by implication without any express Words, whereby they do become, and can be implied, to be came invested, with that power and the Crown divested thereof, or whereby the Subject is, in that important instance, deprived of his right of appeal as allowed in other Cases, — and this Respondent Saith, that the Charter not making any mention of appeals in Ecclesiastical matters, doth evidently and clearly lead to a Conviction, that appeals from the decissions of the Mayors Court therein, were not thereby intended to be denyed but that they should be allowed therein in the same manner as in Civil Cases, and that the Crown did, and doth in like manner, Reserve to itself the right of determining thereon ultimately

The Right of appeal to his Majesty being a Right

right which the Subject Seems in Ecclesiastical matters, to have a more particular Claim to, — Because altho the proceedings, and Course of appeals, in Ecclesiastical proceedings, in England is particularly laid down and prescribed by the 24th. Henry the 8th. chapter, the 19th. and that these Statutes, do define and fix the Sentence, definitive as to any appeal, and that no further appeal should lie: yet the King after such definitive Sentence, as Supreme head, may grant a Commission to review such Definetive Sentence, and he holds that power, Because he is not restained by the Statute, from exercising his prerogative, as Supreme Ordinary: and for the Same Cause any Statute whereby a prerogative Right, Title or Interest, is divested, or taken from the King, in such case the King, shall not be bound, unless the Statute is made by express Words, to extend to him; this Respondent therefore saeth that if it had been the meaning and intent of the Crown, that the Ecclesiastical part of the Jurisdiction, of the Mayors Court, should be ultimately decided within itself, without allowing of any appeal from their Decrees, therein such exclusive Jurisdiction ought to have been particularly expressed, and it Certainly would have been

fully

fully expressed if it was intended thereby to deprive the King of his prerogative, to receive and the Subject to address appeals on such Occasions thro' the medium and Channel of this Honble Court, and this Respondent prays leave, in order to shew the universal Idea of the Right of appeal to the King, to recite an Extract, from Peer Williams Reports- 1 Vol. folio 329. To Wit, from the inherent right, inseparable from the King, to distribute Justice among his Subjects, it hath been held, that an appeal from the Isle of man, lies to the King in Council without any reservation, in the grant of the Isle of man, of any such right, and it was said, that tho' there had been exclusive Words, that yet the Grant must have been construed to be void upon the Kings being deceived rather than the Subject, should be deprived of a right inseparable to him as a Subject, of applying to the Crown for Justice, Respecting which, this Respondent prays to Observe, that it appears that appeals in Ecclesiastical matter, may be addressed to the Crown even after definitive Sentence prescribed by act of Parliament, and that the Right of appeal to the Crown, cannot be disallowed or denied even alth's that Right, is Excluded by the Kings own act and this Respondent, will pray leave to infer therefrom, that it cannot be understood that His Majesty, by his Charter would throw in to the hands of the Mayors Court the absolute disposal of the Estates of all his Subjects, and others, who may die within their Jurisdiction, without allowing a right of appeal, to any Person who may be aggrieved by their Decrees:—

That a Will is the last and most important act of mans life, and only becomes Valid, and operative in the law untill the Testator can no more explain his meaning, that it contains the distribution of the Stock, or Fund of a long and laborious life, That it is held as a Solemn Deed, and therefore proving the same by Subscribing Witnesses is called a Solemn form:— that the proof of a Will or the right of Letters of administration, so often depend upon a Variety of intricate Facts, which require the deepest knowledge of the law to develope and determine:— That pronouncing against an appeal from the Decision of the Mayors Court, in Ecclesiastical matters, tends to deprive the Crown of a Right, which is an inherent part of the prerogative, and which this Respondent hath shewn cannot be done by act of Parliament, Except by Express Words, and he hath also shewn that the Right to Petition, the Crown is so universally allowed, to be Law, that the Exclusion of that right in the Kings own act, doth not direct the Subject

of.

of that right and by a Stronger reason the Subject ~
cannot be deprived of that right thro Omission or to
come nearer the present Case, because that right
which is fully particularized, in the former part
of his act, is not repeated at the latter part of it ~

And this Respondent saith, that it is not
his meaning to draw any analogy, between the practise
of Courts in England, and that of the Mayors Court
at Madras, and that the only Cause for his ~
introducing any matter relating thereto, was to ~
point out the indisputable right of appeal to the
King, but more especially in Ecclesiastical Cases ~

And this Respondent saith, it is highly
expedient, and necessary for the purposes of right
and Justice, that appeals should lie in such cases,
Because altho in ordinary Cases, within the ~
Jurisdiction of the Mayors Court, there may be
no dispute from the Well-known Circumstances
of the publication of a Will, or the Title to Letters of
administration; nevertheless matters of the deepest
intricacy, may come before them, and of no less ~
consequence to the parties — The Ecclesiastical
Courts in England are Subject to the Temporal Courts
who have power, and do frequently controll their
proceedings; the only Civil Court at Madras is also
the Ecclesiastical Court, consequently cannot Receive

Petition

Petition against decissions, in one Capacity which it had indivi-
-dually given in another ~

For all which Reasons, and for such other
as may be assigned at the hearing, this Respondent prays that
the Petition and Cross appeal ~ may be dismissed, with Costs
and that the Cross appellant be ordered to answer this ~
Respondents Petition, and appeal now before this Honble ~
Court ~

/Signed/
Henry Dupuy
Procter for Respondent ~

Court

Court of Appeals
at
Madraspatnam

Saturday the 31st. May
Anno Domino 1788—

Between William Wynch in Right of his Wife Rhoda Wynch, appellant and William James by his attorney William Sydenham Respondent—

The Respondents Petition and Crofs appeal in the above Cause, and the appellants Answer thereto coming on to be heard, and debated this day before the attornies on both sides This Court doth think fit to order and decree and doth accordingly order and Decree, that the said Petition and Crofs appeal be dismissed with Costs and that the space of Fourteen days be allowed for answering the appellants Petition and appeal—

Hurr

[Signed] Chas. N. White
Clk.

To the Honble Major General Sir Archibald Campbell K.B.
President and Governor &c. Council of—
Fort Saint George—

In the Court of Appeals

Between Syva mootiah moodaliar of Madras merchant, Complainant and Richard Johnston of Fort Saint George — Esquire Defendant—

The Humble Petition and appeal of the above named — Richard Johnston —

Sheweth—

That the above named Complainant, did on or about the fifteenth day of august, one thousand Seven hundred and Eighty Seven, exhibit a Bill of Complaint in the Honble the Mayors Court at Madraspatnam, against your Petitioner for the Recovery of the Sum of Five thousand Seven hundred and fifty three Pagodas, and fourteen fanams, Stated by the Complainant, to be due to him from your Petitioner, upon a Certain mortgage Bond, and account Current Copies whereof were annexed to the Bill of Complaint—

Filed in my office the 24th. December 1787 Charles D. White Esr.

To which said Bill of Complaint your Petitioner appeared and after the usual Rules were expired, did on the ninth Day of october, which was in the year of our Lord One — thousand Seven hundred and Eighty Seven, put in his Answer upon Oath, and did thereby declare that at the

time

time he purchased the mortgaged Premisses, the Sum of Five thousand Pagodas, being the Principal money due upon the said mortgage, was then due, and owing thereon to the Complainant; and that he your Petitioner, Should not have made such Purchase, if he had not been informed that the Complainant wished to let the said Principal Sum of money remain at Interest, upon the said Security, and that your Petitioner might have it as long as he wished,— your Petitioner by his answer further Stated that in Contemplation thereof and trusting to the Good faith and honor of the Complainant, in these matters he did not object to the mortgage Bond being made Payable at the End of one year, which he otherwise Certainly Should, and under these Circumstances your Petitioner did by his said answer, pray the said Honble Court, that if they thought proper to decree the money to be paid to the Complainant, they would be pleased to allow your Petitioner a Reasonable time for raising the same, either by mortgage or Sale of the Premises, and relieve your Petitioner from the manifest Losses, and disadvantages, he should suffer should his Property be seized and immediately sold by the Sheriff,— your Petitioner further States that this his Prayer was the more reasonable, from the Purchase money of the mort=gaged Premisses being — Double the Principal money due so that the Complainant could not run any Sort of Risk by so Reasonable a Delay, and would in the mean time, receive the High Interest of Twelve ₱ Cent ₱ annum for his money, and from the Constant Practice of the Courts of Equity in

England

England, which in such Cases where the mortgaged Premisses are so good a Security, for the Debt, always allow a reasonable time for the mortgager, to raise the money before they Compell a Sale, notwithstanding which the said Cause coming on to be heard on the said Proceedings,— on Tuesday the 25th. Day of December One thousand Seven hundred and Eighty Seven, the said Honble Court was pleased to order and decree and did accordingly Order and decree, the said Sum of five thousand Seven hundred, and fifty three Pagodas and fourteen fanams to be paid to the said Complainant by your Petitioner without allowing him a reasonable time for Payment of the same, as by the Copy of such Decree hereunto annext for the Inspection of this Honble Court, the original being in your Petitioners Possession, and ready to be produced if required will more fully and at large appears.

From which said Decree, of the said Honble the Mayors Court, your Petitioner does appeal to this Honble Court, as he conceives he is much aggrieved thereby for the following, among other Reasons.—

First because it appears by your Petitioners answer, and not being denied by the Complainant, is therefore admitted, that at the time of the purchase and as a principal Inducement to his making the same, he was given to understand that he was to have his own time, for the Payment of the said money and not to be harrassed by a Suit at Law for the Payment thereof within so Short a time from the Date of the Purchase.

Secondly

Secondly because it is also asserted by your Petitioner, in his said answer and not being denied, is also admitted by the Complainant that your Petitioner would not have executed the Bond in question Payable at so Short a Period but for the circumstances above Stated.—

and thirdly, because of the Constant Practice in all the Courts of Equity in England, in the like Cases of the Security being Double in Value to the money but to allow a reasonable time for the Payment of the mortgage money—

For all which Reasons, and such other as may be urged at the Hearing, your Petitioner prays that the said Decree of the said Honble Court may be reversed with Costs and that your Petitioner may be allowed Such — reasonable time, for Payment of the said money as to this Honble Court may seem meet—

/Signed/
Peter Walker
attorney for Appellant

Mayors

Mayors Court
at
Madraspatnam

Tuesday the 18th. day of December
Anno Domino 1787—

Present

James Call Esquire Mayor
Robert Ewing Josias du Pre Porcher &
Andrew Ross Aldermen

Between Syed mootia Moodeliar of madras merchant Complainant, and Richard Johnston of Fort Saint George Esquire Defendant—

This Cause Coming on to be Heard and Debated this day in the Presence of the attornies on both Sides, on Reading the Complainants Bill, with Copies of an account Current and mortgage Bond or obligation. The Defendants answer on Hearing the Pleadings, made use of by the attornies, and on due Consideration had thereon, this Court doth think fit to order and Decree, and doth accordingly order and Decree, that the Defendant shall pay unto the Complainant the full and Just Sum of Five thousand Seven hundred and fifty three Pagodas and fourteen fanams /— /Pagodas 5753 .. 14. / together with all such Interest as now is or shall hereafter became due thereon until full Payment is made also all Costs of this Suit.—

Mcus.

a true
Peter Walker
attorney for appellant

/Signed/
James Taylor
Regr.

To the Honble Major General Sir Archibald Campbell K.B.
Governor in Council

In the Court of Appeals }

Between Syva Mootiah moodelliar of Madras merchant Complainant, and Richard Johnston of Fort St. George Esquire Defendant.—

The answer of the said Syva Mootiah moodelliar, to the Petition and appeal of the abovenamed Richard Johnston.—

This Respondent not confessing or acknowledging all or any of the matters and things, to be true in such manner and form as in and by the said Petition and appeal is mentioned for answer thereunto saith, that he doth admit, that he did on or about the fifteenth day of august, which was in the year of our Lord one Thousand Seven hundred and Eighty Seven, exhibit and file his Bill of Complaint in the Honble the mayors Court, at Madraspatnam against the appellant for the Recovery of the Sum of five thousand Seven hundred and fifty three Pagodas and fourteen fanams, stated by this Respondent to be Justly and truly due to him, from the appellant upon a certain mortgage Bond and account Current Copies whereof were annexed to the said Bill of Complaint, this Respondent also admits that the appellant, did appear by his attorney to the said Bill of Complaint and that the usual Rules for putting in an answer to the same having expired, the appellant did on the Ninth Day of October, which was in the aforesaid year of our Lord one thousand Seven hundred and Eighty seven, accordingly file his said Answer, wherein he admitted the Justness of the Debt— and acknowledged, and allowed the said mortgage to have been duly executed by him the said appellant, but did endeavour to set up Some colour, or pretence to a Stay of Execution, should a Decree (as he well knew it must) be pronounced against him, by stating in and by his said answer, that at the Time he the appellant purchased the mortgaged Premisses, the Sum of five thousand Pagodas being the Principal money due upon the said Mortgage was then due, and owing thereon to this Respondent and that he the appellant, should not have made such Purchase if he had not been informed that this Respondent, wished to let the said principal Sum of money remain at Interest upon the said Security, and that the appellant, might have it as long as he wished. the appellant also further in and by his said answer, stated, that in contemplation thereof

Filed in my Office the 28th January 1788
Charles N. White Clk

thereof and trusting to the good Faith and Honor of this Respondent in these matters, he did not object to the Mortgage Bond being made payable at the End of one year, which he otherwise certainly should, and under these Circumstances, did presume to pray a Stay of Execution for a reasonable Time in order to endeavour, to raise the Sum of money due to this Respondent, either by mortgage or Sale of the Premisses and to prevent the Losses, and Disadvantages which would happen to the appellant, if his Property (as the appellant called it (should be immediately seized and Sold by the Sheriff; the appellant also in and by his said answer, endeavoured by every Insinuation to prove, that such stay of Execution was reasonable, and in order to shew it was so, he states that the mortgaged Premisses were bought by him, for a Sum double to that for which this Respondent filed his Bill, and that therefore this Respondent could could not run any risk, by the Delay, and that he would in the mean time, receive the high Interest of twelve per Cent, which is the common Legal Interest of the Country. This Respondent further admits that the said

said Cause, being set down to be heard on Bill and answer was accordingly heard on Tuesday the Eleventh Day of December, in the said year of our Lord One thousand Seven hundred and Eighty seven, and that the Honble the Mayors Court, were pleased to order and decree, that the said appellant, should pay unto this Respondent, the full and Just Sum of five thousand Seven hundred and Fifty three Pagodas and fourteen fanams, together with all such Interest, as this was or should thereafter become due thereon, untill full Payment should be made, as also all Costs of the said Suit from which said order, and decree, the said appellant did lodge an appeal to this Honble Court of appeals, on the Twenty fourth Day of December, in the said year one thousand Seven hundred and Eighty Seven, pretending that he the said appellant, was much aggrieved thereby and praying, that the said Decree of the said Honble the Mayors Court, might be reversed, with Costs, and that the appellant, might be allowed such reasonable time, for the Payment of the said money, as to this Honorable Court might seem meet—

Whereas

Where as this Respondent, says and Insists, that the appellant cannot be aggrieved by the said Decree, the same not being in any manner oppressive or erroneous, and that the said Honble the mayors Court, upon the Proceedings had before them, could not according to Law, make any other Decree than they have done, and in support thereof he begs leave to suggest the following Reasons.—

First — Because the Bill being brought for a specific Sum of money, due on Bond and Secured by a Mortgage, and the answer admitting each Sum of money due, the Court Cannot do otherwise than confirm such acknowledgment, by their Decree, for from such Premises, the Conclusion must of itself follow.—

Secondly — Because the Court hath not any Power to modify, or qualify their Decrees, but a certain simple Issue is to be brought before them, and they are bound to determine on it,— either in the Affirmative, or Negative, as it is done in the present Case, the Court cannot modify it by stipulating the Time of Payment.—

Thirdly

Thirdly — Because that had this Respondent an Idea of making a Promise of the nature and kind mentioned in the answer, and of giving and allowing a longer space of Time for Payment of the Sum lent, he could not nor would not have made any the least Objections, to the Bond being payable at such time, but in fact, and in deed this Respondent knew, that he should want the money at the time specified, in the Bond for the Payment, and therefore neither could, or did make any Promise of the nature setforth.—

Fourthly — Because that from the whole of the Proceedings it is, to demonstration clear and evident, that this Respondent, sued for a Sum of Money then Justly due and owing to him, and that the appellant admitted the Debt, and therefore this Respondent, humbly is of Opinion the Decree ought to stand confirmed, as well from the Equity of the Demand, as to prevent appeals of such a nature as the Present, which divested of all sort of shadow of Right of appeal, are founded solely, and entirely in delay

are

are frequently injurious and always vexatious and engage and take up the attention, and time of this Honorable Court without any the smallest Pretence to Equity or Relief.—

For all which Reasons as well as for such others as may be offered at the hearing of this Cause, and, for as much, as the appellant has manifested a very un-becoming Spirit of Litigation, this Respondent humbly prays, that the said Decree of the said Honble the Mayors Court, made and passed in this Cause may be affirmed, that the Petition and appeal, of the said appellant may be dismissed, as entirely groundless and frivolous and that, he be taxed with double Costs for his vexatious Litigiousness.—

/Signed/

Pullien Spencer

Solicitor Respondent

Court of Appeals
at
Madraspatnam

Saturday the 31st. May
Anno Domini 1788.—

Between Richard Johnston of Fort Saint George Esquire appellant and Syed Mootiah moodelliar of Madras merchant Respondent.—

This Cause coming on this day to be heard and Debated, before this Court by the attornies on both Sides upon hearing the Petition of appeal and answer and the Several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 11th. day of December anno Domini 1787. Upon due Consideration had of the matters therein Severally contained, and of the Pleadings and arguments used by the attornies on both Sides This Court doth think fit to Order and Decree, and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand affirmed and that the appellants Petition be hence Dismissed with Costs.—

/Signed/ Chas. N. White
Clk.

To

To the Honble Sir Archibald Campbell K.B.
Governor &c in Council of Fort Saint George —

In the Honble the Court
of
Appeals at Madraspatnam

Between Stree Paroombadoor
Moodoo moodelliar of Madras
merchant, by his attorney Emanuel
Lewis Anderson, of the same place
Inhabitant Complainant, and
Colunda Verapermaul Pillay
and Chinna Kistnamah naick
also of the same place Dubashes
Defendants. —

Sheweth.

The Humble Petition and Appeal of the
abovenamed Defendants —

That some time on or about the Twenty Seventh day of
December, which was in the year of our Lord One thousand
seven hundred and Eighty seven the above Named
Complainant, as the attorney and assignee of one Stree
Paramba door moodoo moodelliar exhibited and filed his
Bill of Complaint in the Honble the Mayors Court, at
Madraspatnam, against your Petitioners, pretending the
your Petitioners were well and truly indebted to him the
said Emanuel Lewis anderson as attorney aforesaid in the
full and Just Sum of Five thousand One hundred and
ninety

Filed in my office
the 17th March 1788
Charles Whitehill

ninety nine Pagodas Thirty four fanams and Thirty seven Cash
Current money of madras, making in sterling money of Great
Britain at the rate of Eight Shillings for every Pagoda the
Sum of Two thousand and seventy nine Pounds Eighteen Shillings
and nineteen Pence, or thereabouts, as the said Emanuel Lewis
Anderson pretended would appear by the Copies of a Certain
Bond, or Obligation, Sundry accounts Current and a Deed of
assignment, or Powers of attorney thereunto annexed, for the
Inspection of the said Honble the mayors Court, of which the
originals were as he pretended in his Possession, but your
Petitioners Charge, that upon Inspection of the Copies of the
said Papers it appears, that there are Sundry Errors and
mistakes in the several accounts Current, as well in the
Dates and Sums paid as in the Calculating of the Interest,
respectively due thereon, all which Errors your Petitioners could
have made appear to the said Honble the mayor's Court, had
they had an opportunity of so doing; your Petitioners further
expressly charge that the account a Copy whereof is thereunto
annexed, purporting to have been signed by Singary Ranganadah
as a Book keeper for your Petitioners, was never shewn to your
Petitioners, previous to them having been Signed nor did your
Petitioners know any thing thereof, or did they ever employ the
said Singary Ranganadah to Sign that, or any other account
for them nor did they ever employ or authorize him to act for
them, as their Book keeper, or in any other Capacity whatsoever;
your Petitioners further beg leave to shew that the said Emanuel
Lewis Anderson, did not really pay any money or give any other
Valuable

Valuable Consideration, for the said Bond, but his name is merely made use of as an Instrument, to harrass and oppress your Petitioners, and Subject them to the Expence and disgrace attending a Law suit, in the English Court, instead of abiding by the Decision of the Complainants own native Laws; which according to his majestys Charter, all the Parties to the said Bond being natives of India he ought to have done; your Petitioners further Charge that it appears from the said Procedings, that the Bond they gave was made payable to Two Persons, that is to say Streeparambadoor moodoo moodelly and Annavah Chinglevoy moodelly and that the same was made payable to them Jointly, and not Separately and by Reason thereof one of them could not institute a Suit without the other, nor appoint an attorney without the other, and as neither of them had that power Oreginally in themselves, they could not Transfer it to any other; notwithstanding which it appears from the said assignment, that the said Emanuel Lewis Anderson, the Pretended Transfer man has instituted a Suit and annexed an assignment to his Bill of Complaint, with power to Sue therein Contained, from one of the Joint Obligee alone which he could not have any pretence to do; your Petitioners further Charge that upon such imperfect Papers, no Decree ought according to the rules of the Honble the Mayors Court, and the Laws of England to be obtained, But the Bill ought regularly to have been Dismissed, with Costs as no Doubt it would have been had your Petitioners Demurred thereto, but your Petitioners knowing that some Ballance was due on the said Bond, tho not exactly as Stated in the Bill of Complaint were desirous of Stating the whole in a Plea, and answer for which they had prepared materials, and intended filing the same at the experation of the Rule, for putting in their answer, but your Petitioners beg leave to shew, that very unfortunately for them, Colinda Veerapermaul Pillay who is first named in the Bond and who had the keeping the accounts relative thereto, has been long Confined to his Room by a very severe Illness, which has intirely prevented him from being able to attend to Business and on the Rules expiring on the 26th Day of February, your Petitioners were by means of his indisposition, prevented from being Ready with their Plea, and answer, which they had intended to file and the same was represented by your Petitioners attornies, to the said Honble the Mayors Court and time prayed for, to put in their Plea and answer till your Petitioners the said Colinda Veerapermaull Pillay had so far recovered his health, as to be able to attend again to Business, but the said Honble the Mayors Court thought proper only to allow a further time of seven Days, for that purpose and at the Expiration of this time, your Petitioner the said Colinda Veerapermaull Pillay, being still sick and unable to attend to Business your Petitioners were not ready with their answer, and all'o your Petitioners attornies, represented the same to the said Honble the Mayors Court, as will appear by the menutes thereof a Copy of

of an Extract whereof duly signed by the Register is hereunto annexed, for the inspection of this Honble Court / yet the said Honble the Mayors Court would not allow any further time, and notwithstanding such Representation, and the many Errors, and insuffecuncies of the said Bill of Complaint, and the Copies of the Exhibits thereuntoannexed did think proper to order and Decree, and did accordingly order and Decree that your Petitioners should pay unto the Complainant the Sum of five thousand One hundred and ninety nine Pagodas Thirty Seven fanams and thirty seven Cash with Interest, and Costs of Suit by which said Decree of the said Honble the Mayors Court your Petitioners humbly insist that they are much aggrieved, and therefore appeal therefrom for Redress to the Judgement, and Wisdom of this Honble Court of appeals, for the following among other Reasons

1st Because Your Petitioners are ready to prove many material mistakes, and Vanatim as well in the Dates and times of Payment as in the Payments themselves in the several accounts annexed to the Bill of Complaint

2nd Because Two of the said accounts, are said to have been signed by a man who has never been employed by them in any Capacity whatever, and yet stiles himself without any authority so to do, your Petitioners Book-keeper, and thereby attempts to give a Sanction, as if from your Petitioners for such erroneous Accounts.

Because

3dly Because no Valuable Consideration whatever, passed from the said Emanuel Lewis Anderson the pretended Transfer man, to the said Stree parombadoor moodely, and Anavy Chinglerov, or either of them but his name is merely made use of, as an Instrument to draw your Petitioners within the Jurisdiction of the said Honble the Mayors Court, Contrary to the Letter as well as intention of his majestys Charter.

4thly Because the Bond is expressly made Payable to both the said Streperembadoor moodoo moodelly and Anavy Chinglerov Jointly, and not to either of them Separately and yet the assignment is executed by the said Streparambaia moodoo moodelly alone, and no notice whatever is taken of the said Anavy Chinglerov moodely and therefore such assignment and the power therein pretended to be granted, is altogether Void

5thly Because according to the Rules of the Honble the Mayors Court, and the Laws of England, no Decree could regularly be obtained upon such imperfect proceedings, but the same ought upon being Read over to have been Dismissed with Costs

6thly Because the Sum applied for by the Bill of Complaint is, five thousand one hundred and ninety nine Pagodas thirty four fanams and thirty seven Cash, whereas the Decree is, five thousand One hundred and ninety nine Pagodas thirty seven fanams and thirty seven Cash which small difference, tho' small yet renders the Decree Erroneous and

added

added to the many other things your Petitioners have already urged, may very reasonably be made use of to Relieve them and allow them an opportunity of putting in answer —

Lastly — Because your Petitioners have been alone prevented from putting in the Plea, and answer by the extremeillneys of your Petitioners, the said Colunda Veeraperumaul Pillay because such his illneys is well known, and has been — unavoidable and is consequently a reasonable and natural — Ground, for indulgence in a Court of Equity, whose object is to do substantial Justice to all its Suitors, and because had such Plea and answer as your Petitioners could have — otherwise put in, been filed no doubt can be entertained but that the Complainants said Bell of Complaint, so — imperfectly conceived and supported throughout would have been at once Dismissed

For all which reasons, and for such others as may be urged at the hearing, your Petitioners Pray that the said Decree of the said Honble the Mayors Court may be reversed with Costs to be paid by the said Complainant. —

)Signed(
Peter Walker
Pullien Spencer
Solicitors for appellant

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th Day of March Anno Domini 1788 —

Present
Edward John Holland Esquire Mayor
William Webb and Josias Du Pre Porcher
Aldermen

Streeparambadoor Moodoo Moodelliar by his — attorney Emanuel Lewis Anderson —

vers

Colunda Veeraperonall Pillah and Chinnah — Kistnamah naick —

The attorney for the Complainant — produces to the Court a Certificate from the Register — setting forth that the usual rules have issued for the Defendants to answer the Complainants Bill, which they have neglected doing, he therefore prays that a Decree may now pass, — To which Mr Pullien Spencer and Mr Peter Walker attorneys, for the Defendants object, by — Reason of the indisposition of Colunda Veeraperumaul one of the Defendants, who is too ill to furnish them with — Instructions, for his answer and therefore prays that a further time of one Week, be allowed, the Court having taken the same into Consideration Ordered that a Decree do pass —

It appearing by the Records of this Court, that the usual rules have issued for the Defendants to answer the Complainants Bill which they have neglected

doing

doing, This Court doth therefore think fit to order and — Decree, and Doth accordingly order and Decree, that the Defendants shall pay unto the Complainant the full and just Sum of Five thousand one hundred and — ninety nine Pagodas thirty Seven fanams and thirty seven Cash, Pagodas 5199. 37. 37/ together with all such Interest as now is or shall hereafter become due thereon, untill full payment is made also all Costs of this Suit —

A true Extract

/Signed/

James Taylor

Register

A true Copy.

Peter Walker

Pullien Spencer

Solicitors for appellant

In the Honble the Court of Appeals at Madraspatnam

Between Streeparombadoor Moodoo Moodelliar of madras merchant by his attorney Emanuel Lewis, — Anderson of the same place — Inhabetant Respondent and Colunda Veerapermaul Pillay and Chinna Kistnamah nauck also of the same place Dubashes appellants. —

The Answer of the said Respondent to the Petition and appeal of the said appellants

Filed in my Office the 15. April 1788 Charles D. White Esq

The said Respondent doth admit, that some time on or about the Twenty Seventh day of December which was in the year of our Lord One thousand Seven hundred and Eighty Seven did by his said attorney exhibit and file his Bill of Complaint in the — Honble the Mayors Court at Madraspatnam — against the appellants, therein setting forth that the said appellants did geve and grant a Certain Bond, or Obligation unto this Respondent, and Annavah Chinglevoy Moodelliar late of madras Inhabetant, Since Deceased under the date of the first day of December One thousand Seven hundred and Eighty four, wherein and whereby the said — appellants did acknowledge to be jointly and — Severally indebted, unto this Respondent and the said Annavah Chinglevoy Moodelliar Deceased in the Sum of Seventeen thousand nine hundred and five Pagodas, to be paid unto this Respondent and the said Annavah Chinglevoy Moodelliar at different terms and Rates of Payment as therein expressed

Together

together with Interest at twelve per Cent per annum, which this Respondent shewed the said appellants had not either of them done, but that there then remained due unto this Respondent, as Surviving Obligee of the said Bond or — Obligation, the full and just sum of Five thousand One hundred and ninety nine Pagodas thirty four fanams and thirty seven Cash, — which this Respondent did shew did more fully and at large appear by Copy of the said — Bond, or obligation by Copies of Sundry accounts Current and by Copy of a Deed of assignment and power of — attorney, the oregenals of which this Respondent did tender to produce; this Respondent did also shew that he had — frequently demanded payment of the said Sum of Five thousand one hundred and ninety nine Pagodas thirty four fanams and thirty seven Cash, which he also prayed that the appellants might be Decreed to pay unto him the said sum of Five thousand One hundred and ninety nine Pagodas thirty four fanams and thirty seven Cash — together with Interest and Costs, and also that the said — appellants might be Summoned to appear &c and this Respondent sheweth that the said appellants — Accordingly appeared on the fifteenth day of January in this present year of Our Lord One thousand Seven — hundred and Eighty Eight by their attornies, and the usual Rules did pass for them the said appellants to answer this Respondents said Bill of Complaint and

this

this Respondent sheweth that the peremptory Rule, for the appellants to answer the said Bill, did expire on the twenty sixth of the following month of February, when the said appellants said attornies, did pray a further time of one Week to put in their answer, which expired on the fourth day of the month of march following; on which day the appellants nor either of them not — producing any answer to the said Bill, this Respondents attorney did produce a Certificate from the Register, that the usual Rules had issued for the appellants to answer the Complainants Bill, and that they had neglected doing. He did therefore pray a Decree whereto the attornies, for the appellants did object, pretending the indisposition of Veerapermacel pillay, one of the — appellants was too ill to furnish them with — instructions for his answer, But this Respondent sheweth that the Mayors Court did regard the said Objection and Excuse, to be frevolous and did therefore Order that a Decree should pass and this Respondent saith, that the appellants ought to have answered to the said Bill, and the matters therein contained, in the Mayors Court and by answer pointed out the pretended errors, and mistakes in the accounts — Current, whether in dates or Sums paid or in the — Calculating of Interest, respectively due thereon which they had a full and fair Opportunity of doing and

which

which it was their time and place then and there to do, and make appear, and not in this Honble Court who with Submission, do not admit of, or hear any new matter or Evidence, than that upon which Decrees of the mayors Court appealed from, are grounded and therefore this Respondent saith, that the appellants cannot be — allowed to give in their answer in this Honble Court — against the said Bill, by alledging that the accounts upon which the said Bill is founded, signed by the said Sengary Ranganadah was not shewn to them previous to their having been signed, and that they did not know any thing thereof, or that they never did employ the said Sengary Ranganadah to Sign that or any other account; all which matters this Respondent saith are very improperly and irregularly introduced, and such as cannot be made use of by way of appeal, because they were not brought forward in the Court, wherein the said Bill was filed, and wherein they were repeatedly warned to give answer thereto, and there is every reason to suppose that the introducing of the said matters, in this their appeal, can only be with a View of prevailing on this Court to favor their design, of puting off and delaying the payment of the Debt they justly owe unto this Respondent and this Respondent saith that the assertion of the — appellants that the said Emanuel Lewis Anderson hath not really paid any money or given any Valuable — Consideration —

Consideration for the said Bond, is equally foreign to the matter, before the Court, with the rest of the matters setforth by the appellant, in objection to the just and Legal Debt and the Decree thereupon and which said Decree this — Respondent, saith is a just and fair Decree and whereby the appellants, are not, nor cannot be aggrieved and that the false pretence, of the said appellant is to occasion the delay of the payment, of a just and lawfull Debt and this Respondent saith that as the appellants have thought necessary for their said unjust purpose to give Reasons for their said appeal, this Respondent in answer thereto saith

To the First — This Respondent doth object to the same, Because the appellants have had their time to make their answer and state their objections, to the Bill of Complaint, and the accounts thereto annexed, in the Mayors Court, and it is evident from the Decree, of the said Court, that they have neglected so to do, and the appellants ought to have — prepared themselves, by their answer to the said Bill to be entitled to produce any proofs against the accounts — annexed to the same, and their denying the said accounts or their knowledge thereof, is not sufficient to induce a belief that the same are not true, but that their — denying the same is only a pretext to delay the payment of a just Demand, and this Respondent saith, that if a Defendant who should have had, the usual Rules to answer to a Bill Served upon him by his attorney, —

after

after appearance should thereafter and after further indulgence be allowed to say any thing against the Decree of the Court, wherein he ought to have given his answer and for default whereof the Decree had passed this Respondent saith, that the Rules and Orders of a Court would, in vain be established for the purposes of Justice and the appellants, must have known and have had full warning of the Consequence of their Contempt, in not putting in their answer to the said Bill, and this Respondent is Confident, that if the appellants had had a larger time to put in their answer that it was always their intentions, not to put any into the said Bill but at any rate to have appealed from the Decree in default of an answer, because they well know that they could not make Oath to any matter which could in any part deny, or controvert the Respondents Bill, and have therefore taken this unfair means of introducing the same into their appeal because an appeal is not upon Oath —

To the Second This Respondent saith, that the same is not at all likely to gain Credit, or to be believed and if the same was true this Honble Court would, in all probability have heard Complaint thereof before them, in their Capacity of Justices of the Peace —

To the third This Respondent saith, that if the said objection be a matter of legal Plea, the same ought to have been made use of before the Mayors Court when due Attention would have been paid thereto —

To the Fourth This Respondent saith, that it doth not appear thereby that the appellants, have so much as taken out a Copy of this Respondents Bill of Complaint, or if they have taken out a Copy thereof, that they have not attended thereto, because it appears by the said Bill of Complaint, and the Copy of the assignment annexed thereto, that the same is brought by Streeparambadoor moodoo moodelly as surviving obligee of the said Bond in question, the other Obligee Annavah Chingleroy moodelly, being dead and Consequently the Right of action doth survive to the said Streeparambadoor moodoo moodelly —

To the Fifth This Respondent saith, that there are no Rules of the Honble the mayors Court which tolerate evasion injustice and falsehood, and they have therefore Grounded their decree according to their own Rules of Justice truth and Equity —

To the Sixth This Respondent saith, that the same doth not Contain any legal objection against the said Decree, nor any reasons why this Honble Court, should not Confirm the same according to the prayer of the Respondents Bill —

To the Last This Respondent saith, that it doth appear by the appellants own shewing that Colunda Varapermaul pillah, was not too ill to furnish his attornies with

Instructions

Instructions to answer untill the Second peremptory Rule for both the appellants to answer this Respondents Bill had actually expired, and as the said attornies did not pretend that he was ill at the time the first peremptory Rule was prayed, nor at the time that it expired, which was fourteen days after, it cannot be presumed, that he could be or then was ill, but that he was only ill at the expiration of the Second peremptory Rule, the day on which he should have given in his answer on Oath, which if true this Respondent Saith should have been Supported by affidavit, as is the Rule and practice of the Mayors Court, but no affidavit of that nature or otherwise appearing to the Court to induce them to depart from the established practice of the Court, they did pass a Decree, and more especially as the illness of one of the appellants, was not nor could be alledged as an excuse for the other appellant not putting in his answer, and this Respondent saith, that it seems surprizing, that after the appellants had had so long a time as from the fifteenth day of January, untill the fourth day of march following to frame an answer that they should not have been ready with the same if any they had to give, But that they should have been so apt and ready with all the Voluminious matter they have enlarged their appeal with, in so short a time as fourteen days, which

Circumstance

Circumstance this Respondent prays to observe doth rather mark that the matter Contained in the appeal had been anticipated for that purpose, from a predetermination that they would not give the same matter in answer on oath, but preserve the same for an appeal which is not under Oath, for the purpose of delaying the payment of their just and legal Debt.

And therefore as it is manifest that the sole intent, aim and purpose of the appellants, by the appeal before this Honble Court is to avail themselves simply of that right, without any colour or Cause of Reason or Justice to the evident Injury of this Respondent, this Respondent prays, that this Honble Court will Conferm the Decree of the mayors Court with exemplary Costs, not only in the mayors Court but in this Court also.

/Signed/
Henry Despuy
attorny Respondent

Court of Appeals
at
Madraspatnam
} ss

Saturday the 31st. May
Anno Domini 1788

Between Colinda Venkapermaul
pillah & Chinna Kistnamah nack
of

of madras Dubashes appellants
and Stree Peroombadoor moodoo
moodelliar by his attorney
Emanuel Lewis Anderson of
the same place Inhabitant
Respondents —

This Cause coming on this day to be heard and debated before this Court, by the attornies on both sides upon hearing the Petition of appeal and answer and the several exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 4th day of March Anno Domini 1788 upon due Consideration had of the matters therein severally Contained and of the Pleadings, and arguments used by the attornies on both sides, This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court, do Stand affirmed and that the appellants Petition be hence Dismissed with Cost

Vera

[Signed] Chas N White

Ye

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To the Kings Most Excellent Majesty in Council

Between Stree Parrombadoor Moodoo moodelliar of Madras merchant, by his attorney Emanuel Lewis Anderson of the same place Inhabitant, Complainant and Colunda Veerapermaul pillay, and Chinna Kistnamah nauch also of the same Place Dubashes Defendants.

The Humble Petition and Appeal of the above named Defendants.

Sheweth That, some time, on or about the Twenty Seventh day of December, which was in the year of our Lord One thousand Seven hundred and Eighty seven, the above named Complainant, as the attorney and assignee of one Stree Parrombadoor moodoo moodelliar, exhibited and filed his Bill of Complaint, in the Honble the Mayors Court at Madraspatnam, against your Petitioners pretending that your Petitioners, were well and truely indebted to him the said Emanuel Lewis Anderson, as assignee aforesaid in the full and just Sum of Five thousand one hundred and ninety nine Pagodas, thirty four fanams and thirty Seven

Filed in my Office the 13th June 1788 Charles D'Whiteau

Cash

Cash Current money of Madras, making in Sterling money
of Great Britain at the rate of Eight Shillings for every
Pagoda, the sum of Two thousand and seventy nine Pounds
Eighteen Shillings and nine Pence or there abouts, as the
said Emanuel Lewis Anderson pretended would appear
by the Copies of a Certain Bond or obligation Sundry
accounts Current, and a Deed of assignment and Power
of attorney thereunto annexed, for the Inspection of the
Honble the Majors Court, of which the originals were as
he pretended, in his Possession but your Petitioners charge,
that upon Inspection of the Copies of the said Papers
it appeared, that there were Sundry Errors and mestakes
in the several accounts Current as well in the Dates
and sums paid as in Calculating the Interest,
Respectively due thereon all which errors your Petitioners
could have plainly made appear, to the said Honble the
Majors Court, had they had an Opportunity of so
doing; your Petitioners further expressly Charge that
the account, a Copy whereof is thereunto annexed,
purporting to have been Signed by Singary Ranganadah
as Book keeper for your Petitioners, was never shewn to
your Petitioners, previous to its having been Signed nor did
your Petitioners, know any thing thereof nor did they ever
employ the said Segary Ranganadah to Sign that or
any other account, for them nor did they ever employ or
authorize him to account for them as their Book keeper,
or

or in any other capacity whatever, your Petitioners further beg
leave to shew, that the said Emanuel Lewis Anderson, did not
really pay any money or give any other Valuable Consideration
for the said Bond, but his name is merely made use of as
an Instrument, to harrass and oppress your Petitioners, and
Subject them to the Expences, and disgrace attending a Law
Suit, in the English Court, instead of abiding by the
Decision of the Complainants own native Laws, which
according to his late Majestys Charter, all the Parties to
the said Bond being natives of India, he ought to have
done, — your Petitioners further Charge, that agreeably to his
late Majestys said Charter, for establishing the said
Mayors Court at Madras patnam, and also according to the
rules thereof no Decree ought to have been Obtained upon
the said Bill of Complaint, but the same Ought
regularly to have been Dismissed with Costs, and it is
probable, it would have been so, had your Petitioners pleaded
such objections thereto, but your Petitioners knowing that
some Ballance was due on the said Bond, tho not exactly as
stated in the Bill of Complaint, were desirous of stating the
whole in a Plea and answer for which they had prepared
materials, and intended filing the same at the Expiration of
the rule for puting in their answer, but very unfortunately
for your Petitioners the said Calinda Veeraperumaul Pillah
who is first named in the Bond and who had the keeping
the accounts, relative thereto was about that Period taken
exceedingly

exceedingly ill and was long confined to his House by a
Severe Sickness, which entirely prevented him from being
able to attend to Business, and on the Day limited by
the rules of the said Honble Court for puting in an
answer to the said Bill of Complaint, your Petitioners
were, by means of the indisposition of the said
Colinda Veerapermaul Pillay, prevented from being
ready with their Plea, and answer which they had
intended to file and the same was Stated by your
Petitioners attornies, to the said Honble the Mayors Court
and same reasonable time prayed to be allowed them
to put in their Plea and answer, till your Petitioners
the said Colinda Veerapermaull Pillay had so far
recovered his health as to be able to attend again to
Business, but the said Honble the Mayors Court thought
proper only to allow a further time of seven Days for
that purpose, and at the expiration of that Short
Period your Petitioners the said Colinda Veerapermaul
Pillay being still sick and unable to attend to
Business your Petitioners, were not ready with their
answer, and altho' your Petitioners attornies represented
the same to the Honble the mayors Court, as will appear
by the minutes thereof, a Copy of an Extract whereof duly
signed by the Register is hereunto annexed for the
inspection of this Honble Court, yet the said Honble the
Mayors Court, would not allow any further time and
Notwithstanding

notwithstanding such representation and the many Errors
and insufficiencies, of the said Bill of Complaint and the
Copies of the Exhibits thereunto annexed, did think proper to
Order and Decree, and did accordingly order and Decree, that
your Petitioners should pay unto, the Complainant, the Sum
of Five Thousand One hundred and ninety nine Pagodas
thirty Seven fanams and thirty Seven Cash with Interest
and Costs of Suit, by which said Decree of the said Honble
the Mayors Court, your Petitioners humbly insist, that they
are much aggrieved, and did therefore appeal therefrom
for redress, unto the Honble the Court of appeals at
Madraspatnam, for the reasons stated in their Petition
and appeal: your Petitioners further shew unto your most
Excellent Majesty, that to such Petition, and appeal the
said Complainant, did put in his answer, setting forth
many Evasive matter and things, which your Petitioner
did not nor does by any means admit, and your Petitioners
Shew, that the said Petition and answer, came on to be heard
and determined on the thirty first day of may last by the
said Honble Court of appeals, who were pleased to confirm
the Decree of the said Honble the Mayors Court, with Costs
to be paid by your Petitioners, as will more fully and at
large appear by reference to the Proceedings had in the above
Cause in the said Mayors Court, and in the said Court of
appeals, by which said Decrees your Petitioners humbly
insist they have been much aggrieved, and do therefore
appeal

appeal therefrom for redress unto your most Excellent majesty in Council for the following among other reasons which may be urged at the hearing —

1st ——— Because your Petitioners, are able to prove — many material mistakes, and Variations as well in the Dates and times of Payment as in the Payments themselves in the Several accounts annexed to the Bill of Complaint

2ndly ——— Because Two of the said accounts are said to have been Signed by a man who has never been employed by them, in any Capacity whatever, and yet stiles himself, without any authority so to do, your Petitioners Book keeper, thereby attempting to give a Sanction, as if from your Petitioners themselves to such erroneous Accounts: —

3dly ——— Because no Valuable Consideration whatever, passed from the said Emanuel Lewis anderson, the pretended Transfer man, to the said Streeperambadoor moodoo moodelly, and Anava Chingleroy or either of them, but his name is merely made use of as an Instrument to draw your Petitioners within the Jurisdiction of the said Honble the Mayors Court Contrary to the Letter, as well as intention of his late Majestys Charter, which expressly excepts all Suits that may be brought between the Indian natives, unless both parties shall by Consent Submit the same to the Determination of the said Mayors Court. —

4tly

4thly ——— Because according to the express words of the said Charter, no Decree could regularly be obtained upon such Bill of Complaint, but the same ought upon being read over, to have been Dismissed, with Costs, As manifestly tending to harrass, and oppress your Petitioners, by Drawing them within the Jurisdiction of the English Court of Law, Contrary to the express exception thereof, for it is plain, that in every suit the Constituent and not the attorney, is the Party thereto and here the Constituent, is professedly a native who sues another native without his Consent —

5thly ——— Because the sum applied for by the Bill of Complaint, is five thousand, One hundred and ninety nine Pagodas thirty four fanams and thirty Seven Cash, whereas, the sum Decreed is Five thousand Seven hundred and ninety nine Pagodas thirty Seven fanams and thirty Seven Cash which difference tho' small yet Renders the Decree Erroneous, and added to the many other Charges, your Petitioners have already urged may very reasonably be made use of to Relieve them, and allow them an opportunity of putting in an answer —

Lastly ——— Because your Petitioners have been alone prevented, from putting in their Plea and answer, by the Extreme illness of your Petitioner, the said Colunda Veerapenmaul Pillay, because such his illness was unavoidable and is consequently a —

reasonable

reasonable and natural Ground for indulgence in a Court of Equity, whose object is to do substantial Justice to all its Suitors - and because had such Plea, and answer as your Petitioners could have otherwise put in, been filed little doubt can be entertained but that the Complainants said Bill of Complaint so irregularly exhibited, as well as supported, throughout would have been Dismissed.

For all which Reasons and for such others as may be urged at the hearing, your Petitioners humbly Pray, that the said Decrees or Judgements of the said Mayors Court and Court of Appeals, may be reversed with Costs to be paid by the said Complainant

(Signed)

Peter Walker

Pullien Spencer

Attornies & Solicitors for the appellants

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 4th. Day of march Anno Domini 1788.

Present

Edward John Holland Esqr. Mayor

William Webb and Josias Du Pre Porcher

Aldermen

Stree parambadoor Moodoo Moodelliar

by his attorney Emanuel Lewis Anderson

vers

Colunda Veerapermaul Pillah and Chinna Kistnamah Naick.

The attorney for the Complainant produces to the Court a Certificate from the Register Setting forth that the usual rules have issued for the Defendants, to answer the Complainants Bill, which they have neglected doing, He therefore prays that a Decree may now pass, - To which Mr. Pullien Spencer and Mr. Peter Walker attorneys for the Defendants Object, by reason of the indisposition of Colunda Veerapermaul one of the Defendants who is too ill to furnish them, with Instructions for his answer and

therefore

therefore prays that a further time of one Week be allowed The Court having taken the same into Consideration, ordered that a Decree do pass.—

It appearing by the records of this Court that the usual rules, have issued for the Defendants to answer the Complainants Bill, which they have neglected doing, this Court doth therefore think fit to order and Decree, and doth accordingly order and Decree that the Defendants shall pay unto the Complainant the full, and Just Sum of Five thousand One hundred and ninety nine Pagodas thirty seven fanams and thirty Seven Cash / Pagodas 5199.. 37.. 37./ together with all such Interest as now is, or shall hereafter become due thereon, until full Payment is made also all Costs of this Suit.—

A true Extract

(Signed)

James Taylor

Register

(A true Copy)

Peter Walker

Pullen Spencer

Attornies & Solicitors for the appellants

Court of Appeals

Court of Appeals
at
Madraspatnam } ss

Saturday the 31st May
Anno Domini 1788.—

Between Colonda Veerapermaul Pillah, and Chinna Kistnamah Naick of Madras Dubashes — appellants, and Streeperumbadoor Moodie Moodeliar, by his — attorney Emanuel Lewis Anderson of the same place Inhabitant Respondent.—

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides, upon hearing the Petition of appeal, and answer and the several Exhibits, of the Honble the Mayors Court together with the Decree of the said Court given on this Cause on Tuesday the 4th. day of March anno Domini 1788 upon due Consideration had of the matters therein severally Contained, and of the Pleadings and arguments used by the attornies on both Sides, This Court doth think fit to order and Decree and doth accordingly order and Decree that the said Decree of the Honble the Mayors Court, do stand affirmed and that the appellants petition be hence Dismissed with Costs.—

A true
(Signed) Charles N. White
Clk.

(A true Copy)

P. Walker
P. Spencer
attornies & Solicitors for the Appellants

Saturday

Saturday 14th. June 1788

Present

Court of Appeals } John Holland James Wh Casamajor

and

Robert Maunsell

To the Honble Sir Archibald Campbell

Knight of the Bath President and Governor &c. Council of

Fort Saint George

In the Court of Appeals }

Between John Baillie Executor to the Last Will and Testament of William Baillie deceased Complainant and Chinnatomby Naick administrator of the Estate and Effects of Veerasawmy Naick deceased Defendant.

&c &c Contra

The Humble Petition and appeal of the said Chinnatombe naick, as Defendant in the said orgenal Suit only—

That the above named Complainant, as Executor as aforesaid, did on or about the fourteenth day of September, which was in the year of our Lord One thousand Seven hundred and Eighty four, exhibet a Bill of Complaint, in the Honble the Mayor's Court at Madraspatnam, against your Petitioner, and Nyneapah naick, since deceased for the recovery of the sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams Seventy two Cash, Pretended by the said Complainant as Executor as aforesaid, to be the amount due upon an account Current, a Copy whereof was exhibited and annexed, by the said Complainant, as Executor as aforesaid to his Bill of Complaint, to the Estate of the said William Baillie, and the said Complainant, did further in and by his said Bill of Complaint, setforth, that all and every the articles Stated in the said account Current for Principal money were taken out of the Regular Books of account, of the said William Baillie and Alexander Brodie— To which said Bill of Complaint, your Petitioner appeared by his attorney, and after Praying Oyer of all papers Books Vouchers, and accounts, whatsoever relating to the said Principal Sums Contained in the said account Current annexed to, did on or about the Twenty fifth day of January, which was in the year of our Lord one thousand Seven hundred and Eighty five, file his Plea and answer, wherein your Petitioner Stated that so far from being indebted to the said Complainant, in the Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash

Filed in my Office
the 20th March 1788
Charles N White Clk

Cash, that the said Complainant, as Executor as aforesaid, stood justly and truely indebted unto your Petitioner as administrator, as aforesaid in the Principal Sum of Two thousand one hundred madras Pagodas, for So much borrowed by the said William Baillie, in his Life time of the said Verasawmy nauch a few days before the Expedition of Shoccollam, your Petitioner by his said Plea, and answer further Setforth, that altho the said Complainant in and by his said Bill of Complaint, had Pretended the Principal Sums Stated in his account Current, were taken out of the Regular Books of account, of the said William Baillie, and alexander Brodie, he had not notwithstanding Oyer had been prayed by your Petitioner, Produced such regular Books of account or any thing that could be sufficiently so denominated, to Warrant or Support the Cause of action, he Pretended to have against your Petitioner, and your Petitioner did to his said Plea and answer annex a Copy of what the said Complainant had Produced, and what he called the regular Books of account, your Petitioner the more to shew the Improbability of the Present Existence of the said Demand observed that the first Item or Charge, in the said account Current, arose upon an account, closed the first of november, One thousand Seven hundred and Seventy nine, that the second Item or Charge arose on an account, carried on from the succeeding month on the next leaf, in the same Book in the proper hand writing of the said William Baillie, but wherein no notice whatever is taken of the aforegoing Balance, making the first Item as aforesaid, nor is the Same brought forward, therefore your Petitioner stated according to the said Complainants own Shewing as a regular Book of account, and by the said Balance not being brought forward or taken notice of in any Shape whatever, it was to be taken and considered as discharged and liquidated, and as to the said second Item or Charge in the said account Current amounting to Pagodas Two thousand and one hundred and three Pagodas and Eight fanams, your Petitioner Shewed that it appeared to be due, on the Thirtieth June One thousand Seven hundred and Eighty, and that it was well known that the Engagement, on which the said William Baillie was defeated, and taken Prisoner did not happen till the Tenth day of September following, so that the Charges for the intervening two months and Ten days, to Wit from the thirtieth June to the Tenth of September, were totally unaccounted for that the said William Baillie Being Chiefly during that time on his march from the northward, to Shoccolam, with a large army under his Command must have had frequent Occasions for money and Probably to a large amount than the last aforesaid Balance of Two thousand and one hundred

and

and three Pagodas and Eight fanams; and that at any rate your Petitioner could be Charged with, or made accountable for the same any more, than with other Property that was last taken or destroyed on the said Tenth day of September, in the General Slaughter and Confusion which then ensued; your Petitioner further by his said Plea and answer Shewed, that had the Book of account produced by the said Complainant as a regular Book of account actually been so, it was a known maxim in Law that a mans own Books of account cannot be produced in a Court of Law, in his own favor, but so far was the said Book of account from being regular, that some sides had been Scored through with a Pen, and the leaves pasted or wafered together, and further that had any Part of the said Balance of Eight thousand and nineteen Pagodas and thirty four fanams, or the Sum of Two thousand and one hundred and three Pagodas and Eight fanams, or any other Sum whatsoever been due to the said William Baillie, from the said Verasawmy Nauck, he the said William Baillie would not in the month of august in the said year one thousand Seven hundred and Eighty, have borrowed from the said Verasawmy Nauck, the Sum of Two thousand and one hundred madras Pagodas, to advance to George Cadogan Esquire, who was Paymaster to the Detachment, under the said William Baillie, for

which

which said Sum of Two thousand one hundred Madras Pagodas, your Petitioner filed his Cross Bill of Complaint against the said Complainant, and did obtain a Decree thereon; to which said Plea and answer the said Complainant filed a Replication, Charging as in and by his said Bill of Complaint, he had already Charged, and your Petitioner rejoined thereto, and upon the above mentioned Proceedings, Issue was Joined and Witnesses examined thereon, after which Publication passed and the said Cause, and Cross Cause were Set down for hearing, and the same came on to be heard on Friday the Seventh day of this Instant march, by and before the said mayors Court, who were Pleased to Order and Decree that your Petitioner should pay unto the said Complainant, as Executor as aforesaid, the aforesaid Sum of Seven thousand Seven hundred and Eighty four Pagodas, five fanams and Seventy two Cash, with Interest thereon deducting therefrom the Sum of three thousand five hundred and Eighty Pagodas and Eighteen fanams, with Interest which appeared to be due to your Petitioner, on his Cross Bill, as herein before mentioned, to have been filed by him against the said Complainant, as by the said Several Proceedings so thereon had in the said Mayors Court, and the said Decree herewith lodged for the Inspection of this Honble Court of appeals and Prayed by your Petitioner to be taken as part of this

his

his Petition, and appeal, reference being thereunto respec-
-tively had may more fully and at large appear, your
Petitioner humbly craving as full and ample benefit
from them and each of them as if they Respectively had
been herein before at full length Set forth.—

From which said Decree of the said Mayor's Court
your Petitioner doth appeal to this Honble Court, as he
conceives the same so far as it orders and Decrees your
Petitioner, to pay to the said Complainant the said Sum
of Seven thousand Seven hundred and Eighty four Pagodas
five fanams and Seventy two Cash or any part thereof
to be erroneous, and that the Decree in the Cross Cause,
made in your Petitioners favor, ought to have been so
made independant of the oregenal Suit and that your
Petitioner is aggrieved thereby.—

First — — — Because neither the whole, or any part of the
Claim setup and made by the said Complainant against
your Petitioner, is Sufficiently Substantiated, or Supported
to Compel your Petitioner to make good and be accountable
for the same; for the only Grounds on which the —
Complainant hath filed his Bill upon, are furnished
by the Book of account accompanying the Proceedings in
this Cause, by which in fact, altho' the Ballance wherein
the first Charge against your Petitioner is founded —
appears to have been at the time, it is dated to wit the
fourth november One thousand Seven hundred and Seventy

Nine

nine due, its not being carried forward or taken notice of in
the fresh account Immediately after carried on, in the same
Book, implies that it was undoubtedly liquidated, and altho'
there might be the Ballance of the second Charge, due to the
said William Baillie in June as is pretended thereto —
nothing to shew that it was not afterwards expended, during
the time which elapsed, between that month and the —
month September, when the Detachment was defeated and
even allowing the Complainants Suggestion to have been
the Case, with respect to the Probability of the said Balance
in favor of the said William Baillie, increasing instead
of decreasing, from the aforesaid month of June, until
September, Still that as every thing taken to the field was
lost and Plundered by the Enemy, your Petitioner cannot
be held responsible for the same.—

Secondly — — — Because the said Complainant hath
adduced no Proof whatever, but hath left his Charges
against your Petitioner, wholly unsupported, that he the
said Complainant has examined only one Witness to
Prove the Identity of some papers, which he is not even
competent to, by not being able to Swear positively to their
being true Copies.—

Thirdly — — — — — — — — Because the Decree of the said —
Mayors Court appears to your Petitioner, to be against
Evidence; your Petitioner having brought full, pointed and
Positive Proof that a Receipt from the said William —

Baillie

Baillie to the said Veerasawmy naick was given for the said first Balance of Eight thousand and nineteen Pagodas thirty four fanams and fifteen Cash, the first Item in the Complainants account Current, and because it likewise appears in Proof, that the Balance of the one thousand nine hundred and twelve madras Pagodas, the Second Item was never in the Custody or keeping of the said Veerasawmy Naick but of one of the Witnesses who was Cash keeper to the said William Baillie, on the Expedetion; and at the time of the defeat and that great part of such Balance was expended on different accounts, agreeable to the orders of the said William Baillie, Subsequent to its having become due on the said month of June as aforesaid.—

Fourthly ——— Because, although Oyer was Prayed by your Petitioner, of all Books, Papers, Vouchers, Receipts, and accounts whatsoever, relating to the Principal Sums Stated in the Complainants account Current, only one Book has been produced belonging to the said William Baillie, and none belonging to the said Alexander Brodie, and further because the Book Produced, as belonging to the said William Baillie cannot be taken or admitted, as Evedence in his own favor, particularly as it is the only matter Produced as such.—

Fifthly ——— Because it appears in Proof that the said William Baillie, had borrowed of the said Veerasawmy Naick, the Sum of Two thousand and one hundred madras Pagodas, in the month of August, one thousand Seven hundred and Eighty for which sum your Petitioner obtained a Decree on his said Cross Bill, in the said mayors Court and that therefore had the said Veerasawmy Naick, been indebted to the said William Baillie, either in the Sum of Eight thousand and nineteen Pagodas, thirty four fanams and fifteen Cash, or any part thereof in the month of November One thousand Seven hundred and seventy nine, or in the Sum of Two thousand and one hundred and three Pagodas and Eight fanams in the month of June one thousand Seven hundred and Eighty as is charged by the said Complainant in his said account Current annexed to his Bill of Complaint, there would have been no Occasion for him, neither could he have borrowed from the said Veerasawmy Naick, the aforementioned Sum of Two thousand and one hundred madras Pagodas.—

For all which Reasons and such others as may be offered at the Hearing, your Petitioner prays that so much of the said Decree, of the Mayors Court, as orders your Petitioner, to pay to the said Complainant, the Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, or any Part thereof be reversed with Costs.—

/Signed/ Charles Baker

Attorney for appellant.—

Sept.

Mayors Court
at
Madraspatnam

Friday the 7th of March
Anno Domini 1788

Present
Edward John Hollond Esquire Maijor
James Call William Webb
Sir John Menzies Robt Ewing
Vincentio Corbett & Andrew Ross
Aldermen.

Between John Baillie Executor
named in the Last Will and
Testament of Lieutenant Colond
William Baillie, Deceased —
Oregenal Compt and Cross —
Defendant, and Nynapah naig,
Father of Veerasawmy naig, —
Deceased, and Chinna Somby
naig, Brother to the said Veeraswa-
-my naig, Deceased, and admini-
-strators to the said Deceased. —
Oregenal Defendant and Cross
Complainant Et Contra

These Causes coming on to be heard and
Debated this day in the Presence of the attornies on both sides, on Reading the oregenal Complainants Bill with Copy of an account Current, and an affidavit at the foot thereof, as also Copy of an account and a Receipt at the foot thereof annexed, the oregenal Defendants Joint and Separate Plea, and answer with Copys of two Exhibits annexed, The Cross Complainants Bill, with Copy of Several Exhibits, annexed, The amended Replication The Cross Defendants Answer The Rejoinder the Cross Replication, the Cross Rejoinder, the Interrogatories, and Depositions, on the part of the oregenal Complainant, and Cross Defendant, with Exhibits marked A B & C annexed, the Interrogatories and Depositions on the part of the oregenal Defendant, and Cross Complainant, with Exhibits marked A and A annexed, on Hearing the Pleadings and arguments made use of by the attornies, and on due Consideration, had thereon, This Court doth think fit to order and Decree, and doth accordingly order and Decree, that the oregenal Defendants, do pay unto the oregenal Complainant, as the Executor of Lieutenant Colonel William Baillie Deceased, out of the Estate and Effects of Veerasawmy Naick Deceased, the full and just Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, / Pagodas 7784. 5.. 72 / together with all such
Interest

Interest as now is or shall hereafter become due thereon untill full payment is made; deducting therefrom the Sum of three thousand five hundred and eighty ⅓ Pagodas, and eighteen fanams / Pagodas 3580. 18/ which appears to be due to the Cross Complainant, with Interest thereon, and it's further ordered and Decreed that each party do pay their own Costs, in both Suits out of the Estate and Effects of the Deceased.—

Fleur

/ Signed /

James Taylor

Asst

To the Honble Major General Sir Archibald Campbell K. B. President in Council Fort St. George

In the Court of

Appeals at Madraspatnam

Between John Baillie Executor named in the last Will and Testament of Lieutenant Colonel William Baillie Deceased, Complainant, and ninapah Naick and Chinna Lamby naick administrators to the Estate and Effects of Veerasawmy naig also deceased Defendants & C. Contra the

Filed in my Office the 8th April 1788
Charles N. Whitelaw

The answer of the said John Baillie to the Petition and appeal of Chinna tomby naick the surviving administrators above named —

This Respondent for answer to the said Petition and appeal, or unto so much thereof as this Respondent is advised, is materiall or necessary for him to make — answer unto, answereth and Saith, that it is true that this Respondent as Executor as aforesaid did on or — about the fourteenth day of September which was in the year of our Lord One thousand Seven hundred and — Eighty four, exhibit a Bill of Complaint, in the — Honble the Mayors Court, at madraspatnam against nynapah naick, who is since deceased and Chinnatomby naick, the present appellant being the administrators of the said Veerasawmy naick deceased for the recovery of the Sum of Seven thousand Seven hundred and — Eighty four Pagodas five fanams and seventy two Cash, charged to be due unto the Estate of the said — William Baillie, on the Ballance of an account Current Copy whereof and of an affidavit of this Respondent was annexed to this Respondents Bill of Complaint and this Respondent did further in and by his said Bill of Complaint setforth, that all and every the articles stated in the said account Current for — principal money were taken out of the regular Books of account of the said William Baillie and alexander

Brodie

Brodie, and are in every respect as stated in the said Books of account, and this Respondent did in and by his said Bill, further charge that he had been credibly informed and verily believed that the said nyneapah naick and Chinnatomby naick, had received considerable Sums of money belonging to the Estate of the said Veerasawmy naick deceased, as by an account Copy whereof is annexed to the said Bill of Complaint, might appear, and that they had paid money on account of the said Estate, notwithstanding which the said nyneapah naick and Chinnatamby naick have not paid this Respondent any part of his said just demand, altho' he did frequently and in a friendly manner, apply for the same, to which said Bill of Complaint, the said nyneapah naick and Chinnatomby naick as administrators as aforesaid appeared by their attorney and after praying oyer of all papers, Books, Vouchers and accounts whatsoever relating to the said Principal Sums, contained in the said account Current, annexed to this Respondents Bill of Complaint, did on or about the twenty fifth day of January which was in the year of our Lord One thousand Seven hundred and eighty five, file their joint and separate Plea, and answer wherein they stated, that so far from being indebted unto this Respondent

in

in the sum of seven thousand seven hundred and Eighty four Pagodas, five fanams and seventy two Cash, this Respondent as Executor as aforesaid, stood indebted unto the appellant as administrator as aforesaid, in the principal Sum of Two thousand one hundred madras Pagodas, for so much charged by them to have been borrowed by the said William Baillie, in his life time of the said Veerasawmy naick, a few days before the expedition of Tocollam and the said appellant, did by his said Plea and answer attempt to defeat the Claim of this Respondent as Executor of the said William Baillie, to the said Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and seventy two Cash, and by their Cross Bill, to establish his Claim, as administrator of the said Veerasawmy naick to the said Sum of Two thousand one hundred madras Pagodas, in manner as is stated in the said Petition and appeal.— To which said Plea and answer of the said nyneapah naick and Chinnatomby naick, this Respondent filed a Replication and did therein among other things charge that the account in the Books of the said William Baillie, is signed by the said Veerasawmy naick, in manner as stated in this Respondents Bill of Complaint, which signature of the said Veerasawmy naick, is conclusive against the administrator of the said Veerasawmy naick, and as to what the administrators

have

have observed in their answer that the Ballance of Eight thousand and nineteen Star Pagodas thirty four fanams and fefteen Cash must have been liquidated because the said William Baillie, Commenced a fresh account in the month of december in his own hand wreting, & without noteing the said first account of the Balance due under and by vertue thereof this Respondent saith that as the first account was closed at the departure of the said William Baillie from Pondicherry and signed by the said Veerasawmy his dubash, he considered the same as a debt settled and secured by such Signature; and A may be supposed that he was unwilling to blend the same with the accounts which he was about to Commence to the northward, where he was then proceed on separate Service, both on account of the same being closed and settled by such signature of his said dubash, as also because the Coin to the northward was different from that in which his said accounts at Pondicherry had been entered, and as a proof that the said Balance of Eight thousand and nineteen Pagodas thirty five fanams and fefteen Cash, was absolutely due unto the Estate of the said William Baillie on the Balance of the said Book, as signed at Pondicherry, this Respondent said that it appears by the said account, as annexed to this Respondents Bill of Camplaint and taken from the Books of Alexander Brodie then of Fort Saint George, merchant, that the said Alexander Brodie hath since received from the said Veerasawmy nauch in part thereof and for account of the said William Baillie, to whom he acted as agent, the Sum of Five thousand and twenty five Star Pagodas and six fanams; for which therefore Credit is given accordingly, nor is the same at all blended with the accounts of the said William Baillie, and his dubash given after the departure of the said William Baillie to the northward; but the said northward accounts are separate and distinct and kept in madras Pagodas being the Current Coin to the northward; and this Respondent did further setforth that the said Book of accounts contains the regular monthly Receipts and Payments of the said Veerasawmy, on account of his said master, and the Ballance of each month is carried forward to the next, and made the first article thereof; and that it appears from the regular Increase of the Ballance of the said Books of accounts as well as from the Items thereof that the Increase of such Ballance in favor of the said William Baillie, must have been principally from the Profit and advantage of his Situation; some of the articles whereof are expressly noticed by the said accounts, to wit the Bazar Custom, Batta, Stationary &c. and further that such monthly accounts encreasing gradually as aforesaid

aforesaid, from the time the said William Baillie left Pondicherry, in the month of november which was in the year of our Lord one thousand Seven hundred and Seventy nine, to the thirtieth of June which was in the year of our Lord One thousand Seven hundred and Eighty, which was the perioad at which he left his Service to the northward, to take the Command of the detachment ordered to join the main army, near Canjevaram, left a Balance on the said thirtieth day of June in favor of the said William Baillie of the Sum of one thousand nine hundred and Twelve Madras Pagodas twenty Seven fanams and one quarter which at the Exchange of Ten per Cent into Star Pagodas, makes the Sum of Two thousand One hundred and three Star Pagodas and Eight fanams, and this Respondent did further state, that he had been informed that the said William Baillie sent his Books of accounts, to masulipatnam when he was first ordered upon Service, to the Southward and they were left with the Sinclair Surgeon or some other friend there, and this Respondent believes that new Books were opened, between the said William Baillie, and his dubash Veerasawmy, which new Books had they been now forth coming would have left as this Respondent verily believes, an additional Baland in favor of the said William Baillie for the same

reason

reason that in all the former stages of the Books of account, of the said William Baillie and his said dubash Veerasawmy, the same encreased gradually every month from the profits of the said William Baillies situation, as Commanding officer of the said detachment, but it was the misfortune of the said William Baillie to have lost his said Books of accounts, on the said tenth day of September when the same were destroyed by the Enemy at or near Tacolam.— To which said Replication this Respondent admits that the said administrators — filed their Rejoinder.— This Respondent also admits that the said administrators filed a Cross Bill against this Respondent, as Executor as aforesaid of the principal Sum of two thousand one hundred madras Pagodas, and this Respondent filed his Cross answer, and the administrators filed their replication, and this — Respondent filed his Rejoinder.— That upon the above mentioned proceedings in the original and Cross Cause, Issue was joined and Witnesses examined, thereon after which publication passed, and the said Cause and Cross Cause, were set down for hearing and the same came on to be heard on Friday the Seventh day of march last past by and before the said mayors Court who were pleased to order and decree that the administrators of the said Veerasawmy nauck, should pay unto this Respondent as Executor of the said William Baillie

the

the aforesaid Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, together with all such Interest, as then was or should thereafter become due thereon, untill full payment is made, deducting therefrom the Sum of Three thousand five hundred and Eighty Star Pagodas and Eighteen fanams, with Interest which appeared to be due to the said administrators on their Cross Bill, and the said mayors Court were further pleased to order and decree that each party should pay their own Costs in both Suits out of the Estate and Effects of the deceased — as will more fully and at large appear by the order and Decree of the Honble the mayors Court. To which as well as all other Proceedings had in this Cause this Respondent Craves leave to refer, and to have such full and ample benefit thereof, and of every part thereof as if the same were herein repeated and fully Setforth.

By which Decree of the said mayors Court, this Respondent humbly contends, that the said Chinatomby naick as one of the administrators of the said Verasawmy naick, hath not been injured in any respect whatever, nor had he any good Cause or reason to appeal therefrom for the following among other reasons.

First

First — Because the said Books of account, where the Several Items are entered and whereof the Balance is carried forward, at the end of every month, is regularly kept, and is by the reason of the thing as well as by the facts therein stated, and lastly and conclusively, by the Signature of the said Veerasawmy, a legal Document in support of this Respondents Title as Executor of the said William Baillie, against the appellant as administrator of the said Veerasawmy.

Secondly — Because the said Ballance is additionally supported, from the Books of the said alexander Brodie, who appears to have paid off a part thereof, by a Transfer to the debit of Veerasawmy and the Credit of William Baillie.

Thirdly — As to the accounts to the northward, So far from William Baillie quitting Pondicherry to June one thousand Seven hundred and Eighty, Because their authenticity is established by the Evidence of the appellant, whose exhibit proves the accounts of one month to be litterally and exactly the same, as entered in the said Book of accounts, of the said William Baillie and therefore it is reasonable to conclude the accounts of the other months which are written in the same hand, are equally so.

Fourthly — Because any regular Books of accounts found among the papers of a deceased Person are

Evidence

Evidence equally for as against him.—

Fifthly — Because the same reasons, which have occasioned the gradual encrease of the debt of Veerasawmy, as Head dubash to William Baillie, during every month that the said William Baillie was in the Command of the Detachment to the northward, existed after William Baillie had left his station to the northward to join the main army under Sir Hector munro, it is therefore reasonable to presume that if he had preserved his accounts, from quitting masulipatnam in July one thousand seven hundred and Eighty to his defeat on the tenth day of September in the said year, there would have been an additional Claim in favor of the said William Baillie and against the said dubash Veerasawmy —

For all which reasons, and such others as may be offered at the hearing, this Respondent prays that the said decree of the Honble the mayors Court, of the Seventh day of march last, be confirmed and that the Petitioners said Petition and appeal be dismissed with Costs to be paid by the appellant —

/Signed/
Stephen Popham
attorney for Respondent

Court

Court of Appeals
at
Madraspatnam
} Fo Saturday the 14th June
Anno Domini 1788

Between Chinnatamby naick
Administrator of the Estate and
Effects of Veerasawmy naick,
Deceased appellant and John
Baillie Executor to the last will
and Testament of William Baillie
deceased Respondent —

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides, upon hearing the Petition of appeal and answer and the several Exhibits of the Honble the Mayors Court, together with the Decree of the said Court given in this Cause on Friday the 7th day of March Anno Domini 1788 upon due Consideration had of the matters therein severally contained, and of the Pleadings and arguments used by the attornies on both sides, This Court doth think fit to order and Decree and doth accordingly order and Decree, that the said Decree of the Honble the Mayors Court do stand affirmed and that the appellants Petition be hence dismissed with Costs —

Clerk /Signed/ Chas N. White
Clk

To

To the Kings Most Excellent Majesty in Council

Between John Baillie Executor named in the last will and Testament of William Baillie deceased Complainant and Chinnatomby Naick Surviving administrator to the Estate and Effects of Veerasawmy Naick deceased Defendant Et. Ec Contra

The Humble Petition and Appeal

of the above named Chinnatomby naick in the original Suit only.

Most Humbly Sheweth

That the above named Complainant as Executor as aforesaid, did on or about the Fourteenth day of September, which was in the year of our Lord one thousand Seven hundred and Eighty four, exhibet a Bill of Complaint, in the Honble the Mayors Court at Madraspatnam, against your Petitioners, and Nyneyapah Naick since deceased, as administrators of the said Veerasawmy naick who your Petitioners Sheweth served the said Lieutenant Colonel William Baillie in his Life time in the Capacity of Head Dubash and went with

Filed in my Office the 27th June 1788 Charles P. Whitehill

with him to the Field where he lost his Life when the said Lieutenant Colonel William Baillie, with his Detachment was Cut off which was on or about the Tenth day of September in the year one thousand Seven hundred and Eighty, which said Bill was so filed for the recovery of the Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, Pretended by the said Complainant to be the amount due upon an account Current made out between the said Complainant, as Executor as aforesaid, and your Petitioner and the said Nyneyapah naick since deceased as administrators as aforesaid; a Copy whereof was exhibited and annexed by the said Complainant, as Executor as aforesaid, to his Bill of Complaint, and the said Complainant did further in and by his said Bill of Complaint, Set forth that all and every the articles stated in the said account Current for principal money, Pretended to have been due and owing by the said Veerasawmy naick, were taken out of the regular Books of accounts of the said William Baillie, and alexander Brodie, which said Alexander Brodie, your Petitioner Sheweth acted as the agent or attorney of both the said Lieutenant Colonel William Baillie and the said Veerasawmy naick To which said Bill of

Complaint

Complaint, your Petitioner appeared by his attorney and after praying oyer, of all papers Books Vouchers and accounts, whatsoever relating to the said Principal Sums, contained in the said account Current, and mentioned to have been taken from such regular Books of account, did on or about the Twenty fifth day of January, which was in the year of our Lord One thousand Seven hundred and Eighty five, file his Plea and answer wherein your Petitioners Stated, that so far from the said Veerasawmy naick being indebted to the said Lieutenant Colonel William Baillie at the time of his Decease in the Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, that the said Complainant as Executor to the said Lieutenant Colonel William Baillie as aforesaid, Stood justly and truely indebted unto your Petitioner, and the said Nuneyapah naick as administrators as aforesaid in the Principle Sum of Two thousand and one hundred madras Pagodas, for so much borrowed by the said William Baillie in his life time, of the said Veerasawmy Naick, a few days before the Expedition of Shoccallam where the Detachment Commanded by the said Lieutenant Colonel William Baillie was cut off; your Petitioner by the said Plea and answer further Setforth that alth'o the said Complainant in and by his said

Bill

Bill of Complaint, had Pretended the Principal Sums stated in his account Current thereto annexed were taken out of the regular Books of account of the said William Baillie, and alexander Brodie, he had not notwithstanding Oyer had been Prayed by your Petitioner, and the said Nuneyapah naick Produced such regular Books of account or any thing that could be Sufficiently so denominated to warrant or Support the Cause of action he Pretended to have against your Petitioner, and the said nuneapah naick deceased as administrators as aforesaid, and your Petitioner did to his said Plea, and answer annex a Copy of what the said Complainant had Produced, as the regular Books of account of the said Lieutenant Colonel William Baillie and your Petitioner, the more to Shew the Improbability of the present Existence of the said Demand observed that the first Item or Charge in the said account Current which was for the Sum of Eight thousand and nineteen Pagodas thirty four fanams and fifteen Cash arose upon an account contained in a Book delivered in by the said Complainant, as a Regular Book of account and appearing to be closed on the Fourth day of november in the year one thousand Seven hundred and Seventy

nine

nine, and that the Second Item or Charge in the said
Account Current arose on an account carried on from
the succeeding month on the following leaf, in the same
Book of account, and in the Proper hand writing of the
said William Baillie, but wherein no notice whatever is
taken of the foregoing Ballance, making the first Item
or charge either by the same being brought forward or
in any shape whatsoever, therefore your Petitioner stated
according to the said Complainants own Shewing, as a
Regular Book of account, and only one was produced by
the said Complainant as such and by the said Ballance
not being brought forward or taken notice of in any
Shape whatever, such Ballance was to be taken and
considered as Discharged and liquidated and as to the
said Second Item or Charge in the said account
Current, amounting to Pagodas Two thousand one
hundred and three Pagodas and Eight fanams, your
Petitioner shewed that it appeared to be due on the
thirtieth June one thousand Seven hundred and Eighty,
when the said Lieutenant Colonel William Baillie and
his Detachment were at a Place called Ellore from
about which time, untill the Beforementioned Defeat
of the said Detachment the said Lieutenant Colonel
William Baillie being Chiefly on his march from
the Northward to Choccollum with a Large Army under
his Command must have had frequent Occasions

for

for many and Probably to a larger amount than the Last aforesaid
Ballance of Two thousand One hundred and three Pagodas Eight
fanams, and that at any rate your Petitioner could not be charged
with or made accountable for the same any more than with other
Property, that was lost taken or destroyed on the said Tenth day
of September in the General Slaughter and destruction which
then ensued your Petitioner further Sheweth unto the most
Excellent Majesty in Council, the Extreme and Peculiar Hard
ship he would Labour under to be made Accountable for any
Sum whatsoever, carried to the Field even was it Possible for
the amount thereof to be Positively ascertained, your Petitioner
further by his said Plea and answer Shewed that had the
Book of account Produced and delivered in by the said
Complainant as a Regular Book of account, actually been so
it was a Known Maxim in Law that a mans own Books of
account are not to be Produced in a Court of Law in his own
favor, but so far was the said Book of account from being
a Regular one, that Some of the written Sides thereof had
been Scored through, with a Pen and Some of the Leaves thereof
pasted or wafered together, and further that had any Part
of the said Ballance of Eight thousand and nineteen Pagodas
and thirty four fanams and fifteen Cash, or the Sum of
Two thousand one hundred and three Pagodas Eight fanams
or any other Sum whatsoever been due on the Month of June
from the said Venkatasamy Nauck to the said William
Baillie he the said William Baillie would not on the Month
of august in the said year One thousand Seven hundred and

Eighty

Eighty have borrowed from the said Veerasawmy Naick the Sum of two thousand and one hundred Madras Pagodas, to advance to George Cadogan Esquire who was Paymaster to the Detachment under the said Lieutenant Colonel William Baillie; for which said Sum of Two thousand and one hundred Madras Pagodas so borrowed and received by the said Lieutenant Colonel William Baillie of and from the said Veerasawmy Naick, in the aforesaid month of august one thousand Seven hundred and Eighty your Petitioner Sheweth unto your most Excellent Majesty, in Council he your Petitioner filed his Cross Bill of Complaint against the said Complainant, in the said Mayors Court at Madras and obtained a Decree for the full amount thereof, which your Petitioner most humbly Sheweth he could not have been entitled unto, had the aforesaid Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, for which the said Complainant filed his original Bill or any part thereof been Proved and Substantiated, to be due from the said Veerasawmy naick in his Life time to the said Lieutenant Colonel William Baillie in the Month of June proceeding for had such Sum been due there could have been no necessity for the said William Baillie to have borrowed the said Sum of Two thousand and one hundred Madras Pagodas from the said Veerasawmy naick which your Petitioner clearly proved he did to which said Plea and answer so filed by

Your

your said Petitioner the said Complainant filed a Replication Charging as in and by his said Bill of Complaint he had already charged and your Petitioner rejoined thereto, and upon the above mentioned Proceedings Issue was joined and Witnesses examined thereon, after which Publication passed and the said Cause was Set down for hearing, and the same came on to be heard on Friday the Seventh day of this Instant march, by and before the said Mayors Court who Notwithstanding no Proof or Grounds whatsoever were adduced by the said Complainant as Executor as aforesaid in Support of the Demand, made upon your Petitioner and the said Veneyapah Naick as administrators as aforesaid except the Book of Account before alluded to, were pleased to order and Decree, that your Petitioner should pay unto the said Complainant, as Executor as aforesaid the aforesaid Sum of Seven thousand Seven hundred and Eighty four Pagodas five fanams and Seventy two Cash, with Interest thereon deducting there from the Sum of Three thousand five hundred and Eighty Pagodas and Eighteen fanams with Interest, which appeared to be due to your Petitioner as his Cross Bill as herein before mentioned to have been filed by him against the said Complainant, to which said order and Decree the Mayor together with two of the aldermen of the said mayors Court Caused their dissent

to

to be entered, all which will fully and at large appear by
Copies of the said Decree Bill Plea and answer and other
Proceedings had herewith before your most excellent majesty
in Council the Benefit of reference thereunto and the advantage
of every Part thereof your Petitioner most humbly Prays may
be allowed him in as full and ample a manner as if the
same and every of them were herein setforth at large and
Particularly recited your Petitioner further Sheweth unto
your most Excellent majesty in Council, that considering
himself heavily aggrieved by the Decree of the said Honble the
Mayors Court, your Petitioner did appeal therefrom to the
Honble the Governor President and Council of Fort St. George
at the Court of appeals, Established by Royal Charter
for Madraspatnam, and the Districts thereof in which
said Petition and appeal so Preferred, on the part of
your Petitioner to the Honble the Court of appeals at
Madraspatnam was Briefly recited, all the foregoing
matters and Circumstances and Praying relief for
your Petitioner against the said Decree so far as it
ordered and decreed your Petitioner to pay to the said
Complainant the said Sum of Seven thousand Seven-
hundred and Eighty four Pagodas five fanams and
Seventy two Cash or any part thereof to which said
Petition and appeal of your Petitioner the said Complai-
nant put in an answer which said appeal and the
Complainants (as Respondent) said answer came on to
be heard and determined before the Honble the Court of
appeals

Appeals who were pleased to order and decree and did accordingly
Order and decree that the said decree of the said Mayors Court against
your Petitioner, do Stand affirmed and that your Petitioner do pay
all Costs of the said appeal all which will more fully and at large
appear by an attested Copy of the said order or Decree hereunto
annexed and which is Prayed by your Petitioner to be taken and
received as part of this his Petition and appeal — also by attested
Copies of the appeal and answer herewith sent, to which your
Petitioner humbly craves reference if need be and that he may
have from them and from each of them as full and ample Benefit
and advantage as if the same where herein recited and
Particularly setforth by which said order Sentence or Decree, of
the said Honble the Court of appeals, at Madraspatnam so
made and given against your Petitioner, on the said fourteenth
day of June last past, your Petitioner Conceives himself and is
much aggrieved, and injured, and therefore humbly appeals to
the Judgement and final Determination of your most
Excellent Majesty in Council for the following among other reasons

First ——— Because your Petitioner is advised, that there
is not Certainly Sufficient in the demand, Pretended to be made
by the said Complainant, as the Representative of the said
Lieutenant Colonel William Baillie, on your Petitioner, as the
Surviving Representative of the said Veerasawmy Naick, for
Judgement to have been given against him, or even to have
proceeded to Judgement thereon, For that the said Complainant
hath been able to Produce nothing either as original Grounds for
Instituting his suit against your Petitioner, or by way of Proof

on

or Support thereof except the simple Book of account so called by the said Complainant, but by no means admitted by your Petitioner, to be a regalar Book of account, and which if it came under the Denomination of such, could not tend to the Establishment of the present Demand made by the said Complainant, for the said Ballance of Eight thousand and nineteen Pagodas thirty four fanams and fifteen Cash, appearing due on the said Fourth day of novembers one thousand Seven hundred and Seventy nine, would then in Conformity to such regularity, have been carried forward and taken Notice of at the Top of the subsequent Page, in the said Book which is by no means the Case and nothing further whatsoever being Shewn or produced, by the said Complainant in Support of the said apparent Ballance, your Petitioner is advised he cannot be deemed liable or accountable for the amount thereof, the more especially after your Petitioner hath brought Proof of a Receipt for the said Ballance of Eight thousand and nineteen Pagodas thirty four fanams fifteen Cash, having been seen signed by the said Lieutenant Colonel William Baillie, to the said Veerasawmy naick but which Receipt with all other Papers was as is believed last and destroyed in the day of action.

Secondly — Because the Irregularity and Insufficiency of the said Book of account, cannot more forcibly appear than by the said Complainants own Shewing, For altho' the said Complainant hath Stated his second Charge in his account Current, to arise on a Ballance which accrued in the month of June one thousand seven hundred and Eighty, he hath by the Copy of an account between the said Alexander Brodie, beforementioned as the attorney of the said Veerasawmy naick, and Lieutenant Colonel William Baillie, and the Estate of the Late Veerasawmy naick annexed to his Bill of Complaint, admitted an almost entire acquittal thereof, for by a reference thereunto, it will appear that the said Alexander Brodie hath on the fifteenth day of June in the said year one thousand Seven hundred and Eighty, debited the said Veerasawmy naick as and for the Amount of a Bill, drawn by the said Veerasawmy naick on him the said Alexander Brodie, in favor of the said Lieutenant Colonel William Baillie, with the sum of thirteen hundred Pagodas to which Circumstance your Petitioner most humbly Craves the attention of your most excellent majesty in Council, and which altho unnoticed by the said Honble Mayors Court and Court of Appeal, he hopes is Sufficient to shew the little Dependance or Certainty that can be placed in the said Pretended regular Book of account, and how great an Injury your Petitioner hath Sustained in being Prosecuted for so large a Sum upon such Slight and insufficient Grounds.

Thirdly — Because the Evidence of Mr. John Tulloh, the only Person Produced by the said Complainant, by no means confirms the respective matters, and things he is examined unto, for when he is interrogated whether the sum of Five thousand and twenty five Pagodas and Six fanams, credited in the Copy of the account Current annexed to the said Complainants Bill of Complaint on the sixth day of December one thousand Seven hundred and Seventy nine appears by

by the Books of the said Alexander Brodie to have been paid to the said William Baillie as an amount received from the said Veerasawmy naick, the said John Tulloh deposes that no such one Sum appears by the Book of the said Alexander Brodie, to have been credited the said Lieutenant-Colonel William Baillie, that on the fourth day of December one thousand Seven hundred and Seventy nine, the said William Baillie, hath credit in the Book of the said Alexander Brodie, for Cash received of — Veerasawmy naick, to the amount of Pagodas Two thousand and twenty five six fanams and Seventy Cash, and further, that on the first day of the said month in the same year there is also Credit given in the Book of the said Alexander Brodie, to the said William Baillie, for Cash received for a Bill in favor of Mr. William Hamilton amounting to Star Pagodas three thousand; by which Testimony no Sum whatever appears to have been carried to the Credit of the said William Baillie, on the sixth day of December, in the said year one thousand Seven hundred and Seventy nine, as the said Complainant hath untruely Stated, which mistatement on the part of the said Complainant as Likewise the Circumstance of the Credit omitted to have been given your Petitioner, for the thirteen hundred Pagodas as appears by the Copy of an account, taken out of the Books of the said Alexander Brodie, and beforementioned to be annexed to the said Complainants Bill of Complaint your Petitioner Showeth renders it the more requisite and necessary for the said Complainant to have produced all such regular Books and accounts, upon your Petitioners praying Oyer thereof, which he the said Complainant Pretends the said Principal Sums charged in his account Current, were taken from, but which he neglected doing For not one Book is Produced belonging to the said Alexander

Brodie

Brodie but the said Complainant appears to have inserted such Items in his said account Current, as he thought Proper, Pretending that the same were extracted from such regular Books of account, and which might in his opinion tend most to his own advantage and best answer his purpose —

Fourthly — Because it clearly appeared by the Proof adduced by your Petitioner to Support the Cross action beforementioned to have been brought by him, for the Sum of Two thousand and one hundred Madras Pagodas and for the full amount whereof with Interest, he obtained a Decree in the said Honble the Mayors Court at Madraspatnam, that the said Sum had upon an Emergency, when all the Public Cash was expended, been borrowed and particularly expressed so to be by the said Lieutenant Colonel William Baillie of the said Veerasawmy naick, to defray the expences of the — Detachment under the Command of him the said Lieutenant Colonel William Baillie and your Petitioner humbly Answers, that had either the Ballance of Eight thousand and nineteen Pagodas thirty four fanams and fifteen Cash, or any part thereof on the Sum of Two thousand one hundred and three Pagodas and Eight fanams, expressed by the said — Complainant to be due and owing from the said Veerasawmy naick, to the said Lieutenant Colonel William Baillie, not been discharged and liquidated there could have been no necessity for him the said Lieutenant Colonel William Baillie, to have so borrowed the said Sum of Two thousand and one hundred Madras Pagodas, more especially after the Ballance of Eight thousand and nineteen Pagodas thirty four fanams and fifteen Cash, had been so particularly ascertained, and settled on the fourth day of November One thousand Seven hundred and Seventy nine, as due from the said Veerasawmy naick to the said Lieutenant Colonel William Baillie —

For

For all which reasons and for such others as may be offered at the hearing by Counsel Learned in the Lawor Solicitors on the part of your Petitioner, He your Petitioner most humbly Prays, that the said Decree or Judgement of the mayors Court at Madraspatnam, so made and given against your Petitioner on the said Seventh day of March, in the year of our Lord one thousand Seven hundred and Eighty Eight, and also the said Decree or Judgement of the said Court of appeals at Madraspatnam, of the fourteenth day of June last past, and in this Present year of our Lord one thousand Seven hundred and Eighty Eight, so far as the same order and decree, the payment of the said Sum of Seven thousand seven hundred and Eighty four Pagodas five fanams and seventy two Cash, or any part thereof, to be reversed and for ever set a side with Exemplary Costs to be paid unto your Petitioner, and your Petitioner most humbly Prays that your most excellent majesty in Council, will be Graciously Pleased to grant him such other General and Particular Relief in all and singular the Premises as shall appear agreeable to Law and Equity.——

and your Petitioner as in Duty Bound will ever Pray &c

(Signed) Charles Baker

attorney for appellant

Extract from the Minutes of a Court Held at the Town Hall on Friday the 7th day of March Anno Domini 1788.——

Present

Edward John Holland Esquire Mayor

James Call William Webb

Sir John Menzies Robert Ewing

Vincentio Corbett and Andrew Ross

Aldermen

John Baillie Executor of William Baillie Deceased

vers

Ninapah Naig and Chinnatomby Naig Father and Brother and Admitors of Veeraswamy naick Deceased Et Contra

Bill with Copy of an account Current, and an affidavit at the foot thereof as also Copy of an account and a receipt at the foot thereof annexed, Read.—

Joint and Seperate Plea and answer with Copys of two Exhibits annexed Read.—

Crofs Bill with Copy of several Exhibits annexed, Read.——

Crofs Answer Read.—

Rejoinder Read.—

Crofs Replication Read.

Crofs Rejoinder Read.—

Interrogatories on the part of the Complainant with Exhibits marked A B & C annexed, Read. One Deposition taken thereto Read.—

Interrogatories on the part of the Defendant with two Exhibits marked A & A annexed, Read, Four Depositions taken thereto Read.—

One Exhibit on the part of the Complainant Read.—

This Causes coming on to be heard and Debated this day in the presence of the Attorneys on both sides on Reading the original Complainants Bill with Copy of an account Current and an affidavit at the foot thereof as also Copy of an account and a Receipt at the foot thereof annexed the original defendants Joint and Seperate Plea, and answer, with Copies of two Exhibits annexed the Crofs Complainants Bill with Copy of several Exhibits annexed the amended Application the Crofs Defendants answer the Rejoinder the Crofs Application the Crofs Rejoinder, the Interrogatories, and depositions, on the part of the original Complainant and Crofs Defendant, with Exhibits marked A B & C annexed the Interrogatories and depositions on the part of the original Defendant and Crofs Complainant with Exhibits marked A & A annexed, on Hearing the Pleadings and arguments made use of by the attorneys and on due Consideration had thereon This Court doth think fit, to order and decree and doth accordingly order and decree that the original Defendants, do pay unto the original Complainant, as the Executor of Lieutenant Colonel William Baillie Deceased out of the Estate and Effects

Effects of Veerasawmy naich deceased the full and Just Sum of seven thousand six hundred and Eighty Four Pagodas five fanams and Seventy two Cash Pag.s 7784:5:72 together with all such Interest as now is or shall hereafter become due thereon, until full payment is made deducting therefrom, the sum of three thousand five hundred and Eighty Pagodas & Eighteen fanams Pag.s 3580:18:/ which appears to be due to the Cross Complainants, with Interest thereon, and it is further ordered and Decreed, that each party do pay their own Costs in both Suits out of the Estate and Effects of the Deceased.

Hen /Signed/ James Taylor
Ag.t

the Mayor & Mess.rs Aldermen Webb & Ewing dissent to the Decree in the origin Cause.

atrue Extract
/Signed/ James Taylor
Ag.t

atrue Copy
/Signed/ Charles Baker
attorney for appellant

Court of Appeals
Madraspatnam

Saturday the 14.th June Anno Domini 1788

Between Chinnatomby Naick administrator of the Estate and Effects of Veerasawmy naick deceased Appellant and John Baillie Executor to the last will and Testament of William Baillie deceased Respondent.

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Friday the 7.th day of March Anno Domini 1783. upon due consideration had of the matters therein severally contained and of the Pleadings and arguments used by the attornies on both sides, This Court do think fit to order and Decree and doth accordingly order and Decree, that the said Decree of the Honble the Mayors Court, do stand affirmed and that the appellants Petition be hence dismissed with Costs.

Hen /Signed/ Charles N. White Ch.
Charles Baker
Attorney for appellant

To the Kings Most Excellent Majesty in Council

Between John Baillie Executor Named in the last Will and Testament of Lieutenant Colonel William Baillie Deceased, Complainant, and Veerapah Naick and Chinna Tomby Naick, Administrator to the Estate and Effects of Veerasawmy Naiq alias Deceased, Defendants.

Ex C. Contrar.

The Answer of the said John Baillie to the Petition and appeal to your Most Excellent Majesty in Council of Chinnatomby Naick, the Surviving Administrator above Named.

This Respondent for answer to the said Petition and Appeal or unto so much thereof as this Respondent is advised is Material or Necessary for him to Make answer unto answereth, and Saith, that it is true that this Respondent as Executor as aforesaid did on or about the fourteenth day of September which was in the year of our Lord one thousand Seven hundred and Eighty four, Exhibit a Bill of Complaint in the Honble the Mayors Court at Madraspatam, against Veerapah Naick, who is since deceased and Chinnatomby Naick the present Appellant

Being

Filed in my Office the 1.st April 1789
Charles B. White Esq.r

Being the Administrators of the said Veerasawmy Nauck Deceased, for the Recovery of the Sum of Seven Thousand Seven hundred and Eighty four Star Pagodas, and five fanams and Seventy two Cash, Charged to be due unto the Estate of the said William Baillie on the Ballance of an Account Current, Copy where of and of an affidavit of this Respondents was annexed, to this Respondents Bill of Complaint, and this Respondent did further in and by his said Bill of Complaint Setforth, that all and every, the Articles stated in the said account Current, for Principal Money, were taken out of the Regular Books of Account, of the said William Baillie, and Alexander Brodie, and are in every Respect as stated in the said Books of account, and this Respondent did, in and by his said Bill, further Charge, that he had been Credibly informed, and verily believed, that the said Nenieapah Nauck and Chinnatomby Nauck had received Considerable Sums of Money belonging to the Estate of the said Veerasawmy Nauck Deceased, as by an account Copy Where of is annexed to the said Bill of Complaint, might Appear, and that they had paid money on Account of the said Estate — Notwithstanding which the said Nenieapah Nauck and Chinnatomby Nauck have not paid this Respondent any part of his said Just Demand, altho he hath frequently, and in Friendly Manner Apply for the Same — To which said Bill of Complaint the said Nyneapah Nauck and

Chinnatomby Nauck as Administrators as aforesaid, appeared by their Attorney, and after Praying Copys of all papers Books Vouchers, and Accounts, whatsoever relating to the said principal sums contained in the said account Current annexed to this Respondents Bill of Complaint, did on or about the Twenty fifth day of January, which was in the year of Our Lord one thousand Seven hundred and eighty five, file their Joint and separate Plea and answer, wherein they stated that so far from being indebted unto this Respondent in the Sum of Seven thousand Seven hundred and Eighty four Star Pagodas, — five fanams and Seventy two Cash, this Respondent as executor as aforesaid stood indebted unto the Appellant as Administrator as aforesaid in the Principal Sum of Two thousand, one hundred Madras Pagodas, for so much charged by them to have been borrowed by the said William Baillie, in his Lyfe time, of the said Veerasawmy Nauck, a few days before the Expedition of Tocollam; and the said Appellant, did by his said Plea and answer attempt to defeat the Claim of this Respondent as Executor of the said William Baillie, to the said Sum of Seven thousand Seven hundred and Eighty four Star Pagodas, — five fanams and Seventy two Cash, and by their Corps Bill to establish his Claim as administrator, of the said Veerasawmy Nauck to the said Sum of Two thousand & one hundred Madras Pagodas, in Manner as is Stated in the said Petition & Appeal, — To which said Plea and Answer of the said

Nyneapah

Symeapah Nauck and Chinnatomby Nauck this Respondent
filed a Replication and did therein among other things, Charge
that the Account in the Books of the said William Baillie is
signed by the said Veerasawmy Nauck, in manner as stated
in this Respondents Bill of Complaint, which signature of the
said Veerasawmy Nauck is conclusive against the Defend-
-tors of the said Veerasawmy Nauck, and as to what the
Administrators have observed in their Answer that the
Ballance of Eight thousand and Nineteen Star Pago-
thirty four fanams and fifteen Cash, must have been
liquidated because the said William Baillie Commenced a
fresh Account, in the Month of December on his own bo-
-wnberg, without Noticing the said first Account as
due under, and by Virtue thereof, this Respondent said that
the said first Account, was closed at the departure of the
William Baillie from Pondichery, and signed by the said
Veerasawmy Nauck his Dubash, he considered the same as
Debt settled and secured by such signature, and it may be
supposed that he was unwilling to blend the same with the
accounts, which he was about to commence to the Northward
where he was then to proceed on separate Service, both on
Account of the same being closed, and settled by such signa-
-ture of his said Dubash, as also because the Coin to the
Northward, was different from that in which his said
Accounts at Pondichery had been entered, and as a Proof
that the said Ballance of Eight Thousand and Nineteen Star

Pagodas.

Pagodas thirty four fanams and fifteen Cash, was absolutely
due unto the Estate of the said William Baillie, on the Balance
of the said Book, as Signed at Pondicherry, this Respondent
said, that it appears by the said Account as annexed to this
Respondents Bill of Complaint, and taken from the Books
of Alexander Brodie, then of Fort St. George Merchant, that
the said Alexander Brodie hath since received from the
said Veerasawmy, in part thereof, and for account of the said
William Baillie, to whom he acted as agent the sum of Five
thousand and Twenty five star Pagodas and six fanams
for which therefore, Credit is given Accordingly, Nor is the same
at all blended with the Accounts of the said William Baillie
& his Dubash, began after the Departure of the said William Baillie
to the Northward, but the said Northward Accounts are separate
and Distinct, and kept in Madras Pagodas, being the
Current Coin to the Northward, and this Respondent did further
set forth, that the said Book of Accounts contains the Regular
Monthly Receipts, and Payments of the said Veerasawmy
on Account of his said Master, and the Ballance of each
Month is carried forward to the Next, and made the first
Article thereof, and that it appears from the regular Encrease of
the Ballance of the said Books of Accounts, as well as from the
Items thereof that the Encrease of such Balance in favor of the
said William Baillie must have been principally from the
Profits and Advantages of his Situation, some of the Articles
whereof are expressly Noticed by the said Accounts to wit the

Pagodas

Bazar Custom, Batta, Stationary &c.ª and farther that such Monthly Accounts, encreasing gradually, as aforesaid from the time the said William Baillie left Condichery, in the Month of November, which was in the Year of our Lord one thousand seven hundred and seventy Nine, to the thirtieth of June which was in the year of Our Lord one thousand seven hundred and Eighty, which was the period at which he left his service to the Northward to take the Command of the Detachment, ordered to Join the Main Army, near Cangeveram, left a Ballance on the said thirtieth day of June in favor of the said William Baillie, of the sum of One Thousand Nine hundred And Twelve Madras Pagodas twenty seven fanams and one quarter which at the Exchange of 70 per Cent into Star Pag.ª makes the sum of Two thousand one hundred and three Star Pag.ª and Eight fanams, and this Respondent, did further state, that he has been informed that the said William Baillie sent his Books of Accounts to Masulipatam, when he was first Ordered upon service to the Southward, and they were left with Arthur Sinclair Surgeon, or some other friend, there; and this Respondent believes that New Books were opened between the said William Baillie and his Dubash, Veeraswamy which New Books had they been Now forth coming, would have left as this Respondent verily believes, an Additional Ballance in favor of the said William Baillie, for the same reason, that in all the former Stages of the Books of Account, of the said William Baillie and his said Dubash Veeraswamy the same encreased gradually, every Month, from the Profits of the said William Baillies Situation, as Commanding Officer of the said Detachment, but it was the Misfortune of the said William Baillie to have lost his said Books of Account, on the said tenth day of September, when the same were destroyed by the Enemy at or Near Ticcolam, to which said Replication, this Respondent Admits, that the said Administrators filed their Rejoinder, this Respondent also Admits that the said Administrators filed a Cross Bill against this Respondent, as executor as aforesaid for the Principal Sum of Two Thousand and One hundred Madras Pag.ª and this Respondent filed his Cross Answer, and the Administrators filed their Replication, and this Respondent filed his Rejoinder. That upon the above Mentioned proceedings, in the original and Cross cause, Issue was Joined and Witnesses Examined thereon, after which publication passed and the said Cause and Cross Cause were set down for hearing and the same came on to be heard on Friday the Seventh day of March last past, by and before the said Mayors Court, who were pleased to order and Decree that that the said Administrators of the said Veeraswamy Naick should pay unto this Respondent as executor of the said William Baillie the aforesaid Sum of Seven Thousand Seven hundred and eighty four Star Pag.ª five fanams and Seventy two Cash, together with all such Interest as then was or should thereafter become due until full payment was made, deducting therefrom the Sum of three thousand five hundred and Eighty Pagodas and

Eighteen

Eighteen fanams with Interest which Appeared to be due to the said Administrators on their Cross Bills, and the said Mayors Court were further pleased to Order and Decree that each party should pay their own Costs in both suits out of the Estate and Effects of the said Deceased.

From which Decree of the said Mayors Court this Respondent admits, that the said Chinnatomby Naick did Appeal to the Court of Appeals, at Madrass patam and this Respondent did put in his Answer thereto, and did Among other things state that the said Chinnatomby Naick as one of the Administrators of the said Veerasawmy Naick, had not been Injured in any respect whatever nor had he any good Cause or reason to Appeal therefrom for the following and other Reasons

First Because the said Book of Account, where the several Items are entered, and whereof the Balance is carried forward at the End of every Month, is regularly kept, and is by the Reason of the thing as well as by the facts therein Stated and lastly, and Conclusively by the signature of the said Veerasawmy a Legal Document in Support of this Respondents Title as Executor of the said William Baillie against the Appellant as administrator of the said Veerasawmy.

Secondly Because the said Balance is additionally supported from the Books of the said Alexander Brodie who Appears to have paid off a part thereof, by a Transfer to the Debit of

Veera-

Thirdly Veerasawmy and the Credit of William Baillie. Because as to the Accounts to the Northward to wit from William Baillies quitting Pondicherry to June One thousand seven hundred and Eighty their Authenticity is established by the Evidence of the Appellant whose Exhibit proves the Accounts of One Month to be Literally and exactly the same as entered in the said Book of Accounts of the said William Baillie and therefore it is Reasonable to Conclude the Accounts of the other Months which are written in the Same hand are equally so.

Fourthly Because any regular Books of Accounts found among the Papers of a Deceased person are Evidence equally for as against them

Fifthly Because the same reasons which have Occasioned the gradual encreases of the Debit of Veerasawmy as stated Debit to William Baillie during every Month that the said William Baillie was in the Command of the Detachment to the Northward existed after William Baillie had left his Station to the Northward to join the Main army under Sir Hector Munro, it is therefore Reasonable to presume that if he had preserved his Accounts from quitting Masulipatam in July one thousand seven hundred and Eighty to his Defeat on the Tenth of Septr in the said year there would have been an additional Claim in favor of the said William Baillie and against his said Dubash Veerasawmy

This Respondent saith that the said Petition and Answer came on to be heard and Determined on the

fourteenth

Saturday the 9th. August 1788

Present

Sir Archibald Campbell K.B:

John Hollond, James Ky Casamajor

Robert Maunsell

To the Honble Major General Sir Archibald Campbell KB:

President in Council Fort Saint George

In the Honble the
Court of Appeals

In a Contest of Suit Between William James the natural and Lawfull Brother of Edward James the Sole Administrator as such under the Prerogative Court of the Arch Bishop of Canterbury, of the Goods Chattels and Credits of the said Edward James, by his acting attorney Lieutenant Colonel William Sydenham of the Corps of Artillery of Fort St. George aforesaid — Proponent & William Wynch of Fort St. George aforesaid Esqr. in Right of his Wife Rhode Wynch Lawfull Sister of Sophia James Widow and Relict of the said Edward James — Deceased Opponent —

Filed in my Office
the 31. October 1787
Chas. N. Whitehill Clk

The Petition and appeal of the said William Wynch Opponent on the Behalf aforesaid. —

Sheweth

That your Petitioner did in the Honble the Mayors Court at

Fourteenth day of June last past before the said Court of Appeals at Madraspatnam who were pleased to Confirm the Decree of the said Mayors Court of the seventh day of March last past and that the Appellants Petition be thence dismissed with Costs —

From which said Decree, or Sentence, of the said Mayors Court and Court of Appeals the said Chinnatomby Naick hath Appealed to your Most Excellent Kgesty in Council, — pretending that he is much aggrieved and Injured thereby. But this Respondent saith that he hath no reason to consider himself Aggrieved thereby for the Reasons Stated in this Respondents Answer, to the Appellants Petition to the Court of Appeals at Madraspatnam as above Set forth. —

For which reasons and such other as may be Offered at the Hearing of this Cause, this Respondent prays that your most Excellent Majesty in Council will be pleased to Confirm the said Decree of the Mayors Court and Court of Appeals at Madras and that your Majesty in Council, may be further pleased to adjudge that the Appellant pay all Costs of both Appeals —

/Signed/ Stephen Popham
attorney for Respondent.

Saturday

at Madraspatnam, Some time on or about the Tenth day of October, which was in the year of our Lord one thousand Seven hundred and Eighty Six, pray and apply that — Letters of administration might be granted to him of the Estate and Effects of Edward James, late a Lieutenant Colonel of artillery at Fort Saint George aforesaid, in the Service of the Honble united Company of Merchants of England trading to the East Indies, Deceased — unadministered by Robert Barclay Esquire also late of Fort Saint George Deceased in Right of his Wife Rhoda Wynch Lawfull Sister of Saphia James, Widow and Relict of the said Edward James that Mr. Stephen Popham as Proctor for William James the natural and lawfull Brother of the said Edward James and Sole — administrator as such, under the Prerogative Court of the arch Bishop of Canterbury of the Goods Chattels and Credits of the said Edward James By his acting attorney Lieutenant Colonel William Sydenham, of the Corps of artillery of Fort Saint George aforesaid, appeared Some time on or about the Seventeenth day of the said month of October in the same year One thousand Seven hundred and Eighty Six, and filed a Caveat to prevent Letters of administration of the Estate and Effects of the said Edward James passing the Seal without first giving notice to the said Stephen Popham on Behalf and for the Interest of the said William James and the said Propanent did by Certain allegations by him — filed on the Behalf aforesaid alledge and say that your Petitioner, had no Right or Title to the Estate of the said Edward James, for reasons by him therein setforth. To wit Because that the said Propanent was the natural and — Lawfull Brother of the said Edward James Deceased and as such had obtained Letters of administration, under the Seal of the Prerogative Court of the Arch Bishop of — Canterbury, under date the Second day of June which was in the year of our Lord One thousand Seven hundred and Eighty four as by an exemplification thereof under the — Seal of the said Prerogative Court, under date the — Eighteenth day of January, which was in the year of our Lord One thousand Seven hundred and Eighty Six, might appear, Copy whereof the Propanent did pretend to annex unto his said allegations marked A and the Propanent did also say that he had not any Brother or Sister living at the time of the Death of his Brother the said Edward James, and that therefore he was entitled as the sole Representative in Law of his said Brother as by Copies of affidavits Also thereunto annexed, and the said Propanent did also undertake to affirm that Sophia James died during the life time of the so Edward James, without leaving any Estate or — Effects belonging to her independant of her Husband the said Edward James, and that therefore no Estate did exist or belonging to her and that no Letters of administration could pass to represent the said Sophia James who the Propanent did affirm to have died a Femme Covert and the said Propanent did frame another Cause of Objection to your Petitioners said application upon the Supposition that

that if he your Petitioner had any preferable Right to the said Proponent by being Husband to Rhoda Wynch the sister of the said Sophia James, as Widow and Relict of the said Edward James, he this Proponent should not have permitted the said Robert Barclay to have administered to the Estate of the said Edward James, But should have opposed the same and preferred his application, as your Petitioner now hath done, the said Proponent not all attending to the alteration of Circumstances then existing, which were quite different to what they now are, and there not then being any apposition to the obtaining of Letters of administration to the said Estate, as there now are, and the said Proponent urges his objection by reason that your Petitioner was one of the Securities of the said Robert Barclay and by a forced conclusion saith, that your Petitioner did thereby relinquish all right to intermiddle with the said Estate other than to preserve the same to the next of kin or Creditors thereof, as a Friend to the Deceased in like manner as the said Robert Barclay had undertaken to do as if there was a possibility of your Petitioner having forfeited by the Law those Rights he was before entitled to, in Right of his Wife as Lawfull Sister of the said Sophia James, the widow and Relict of the said Edward James, and the said Proponent further setforth in his said allegations, that your Petitioner by suffering the said Robert Barclay to administer to the Estate of the said Edward James, in

and without receive that your Petr. did acknowledge the estate to have been in the said Edw. James in Toto which act the said Proponent Saith did preclude his Claim as Husband, to Rhoda Wynch, Wch which Reasons the Proponent did pray that Letters of administration of the Goods Chattels and Credits, of the said Edward James unadministered by the said Robert Barclay, might pass the Seal of the said Honble Mayors Court, in favor of the said Proponent, as natural and lawfull Brother of the said Edward James.

Unto which said allegations of the said Proponent, your Petitioner did put in an answer admitting that he did in the manner Setforth therein, pray and apply in the Honble Mayors Court at Madraspatnam, for Letters of administration of the Estate and Effects of the said Edward James, in Right of his Wife Rhoda Wynch, Lawfull Sister of Sophia James, Widow and Relict of the said Edward James Deceased, and that the Proponent did appear as in the said allegations, setforth and did on that Behalf file a Caveat against the said application of your Petitioner

And your Petitioner did in his said Answer maintain that he ought nevertheless to have Letters of administration granted to him according to his said application and did therefore in Support thereof, and in answer to the several articles exhibited by the said Proponent say - That he was advised that the Proponents said attorney William Sydenham was not the more entitled to have Letters of Administration granted to him by the said Honble Mayors Court of the

Goods

Goods Chattels Credits and Effects of the said Edward James within the Jurisdiction of the said Court Because that the said William James had obtained Letters of administration under the Seal of the Prerogative Court of Canterbury as natural and Lawfull Brother of Edward James Deceased Because that the said Mayors Court had independent legal powers in their Capacity as Kings Ordinary to grant administration to such effects of Persons dyeing intestate as might be found within their Jurisdiction, and that their Orders under such powers could not be altered or controlled but in Cases of appeal, as directed by the Charter To the President and Council of Fort St George and ultimately to the King in Council and that therefore the said Court were not in their said Jurisdiction limitted or controlled by the Prerogative Court of Canterbury, or by any other Court, but such only as had power to receive appeals from their Judgements, Orders, Sentences or Decrees, and your Petitioner did therefore say that as to any matters relating to or concerning the said Letters of administration, granted to the said William James under the Seal of the Prerogative Court of Canterbury of the said Mayors Court, were nevertheless in possession of full Power and legal authority to grant Letters of administration to the Estate of the said Lieutenant Colonel Edward James, within their Jurisdiction, to any person or persons, whom they might and should deem and adjudge worthy and best intitled thereunto, and your Petitioner did further in his answer Set forth that he was advised that altho' the said Edward James might not have any other Brother or Sister living at the time of his death, that the said Propounder was not therefore intitled to have Letters of administration granted to him to the Estate and Effects of the said Edward James within the Jurisdiction of the said Mayors Court, thro the means and representation of his said attorny William Sydenham But that the right to Letters of administration to the Estate of the said Edward James therein did more properly belong to your Petitioner, in Right of his Wife Lawfull Sister of Sophia James as being the Widow and Relict of the said Edward James he your Petitioner being the next legal Representative within the Jurisdiction of the said Court. your Petitioner did moreover Set forth that he did by no means admit that the said Sophia James died during the life time of the said Edward James without leaving any Estate or Effects belonging to her But on the Contrary did admit and had reason to believe that the said Edward James died during the life time of the said Sophia James and that by so Surviving her said Husband, she the said Sophia James was in her life time entitled to have Letters of administration to his Estate as his Widow and in consequence to a one full moety or Half Share of the amount or Value of the Estate of her said Husband the said Edward James deceased, Because that the said Edward James and his said Wife the said Sophia James, did take their departure from Madras, on Board the English East India Company's Ship Grovenor, Some time on or about

the

the Month of June one thousand Seven hundred and Eighty two being then bound for England, that the said Ship was wrecked on the Coast of africa and the said Edward James and Sophia James are both supposed to have died soon after from the Situation they were exposed to by reason of the said Wreck, and your Petitioner did Shew that altho it had never been ascertained which of the said Deceased Persons Edward or Sophia James his Wife was the Survivor that there was a strong presumption, that the said Edward James must have first died, from an infirm State of Body he had for many years before labored under, which rendered him incapable of Supporting the fatigues he must have suffered, and under which from those Causes he must have necessarily sunk and perished at an earlier stage than one left Unthened with Sickness and disease, and your Petitioner therefore said that the Proponent could not with certainty make Oath that the said Edward James died a Widower in order to obtain Letters of administration to his Estate, the Presumption rather being that his Wife Sophia James Survived him and therefore that under these circumstances his Claim for Letters of administration to the Estate and Effects of the said Edward James in Right of his Wife Rhoda Sawsuth Sister of the said Sophia James had a more favorable appearance of Right than that of the Proponent.

Your Petitioner did also deny that his preference of right was Superseded by having allowed Robert Barclay to administer to the Estate of the said Edward James, and that his reason for so doing, was that the said Robert Barclay was in possession of all the several Effects of the said Edward James, in madras by being his acting attorney, and that having equal confidence in the said Robert Barclay as the said Edward James, he did allow of Letters of administration to be taken out to his Estate, by the said Robert Barclay, and as a mark of that Confidence, your Petitioner became one of the Securities to the said Court, for the due administration thereof by the said administrator, and your Petitioner not deeming it necessary for him to make any other further answer to the said allegations, your Petitioner did pray that the prayer of the Proponent by his attorney William Sydenham, for Letters of administration to the Estate and Effects of the said Edward James, unadministered by the said Robert Barclay, might be rejected and overruled, and that the application of your Petitioner thereto in right of his Wife Rhoda Wynch, might be allowed of granted, and confirmed.

And Your Petitioner Showeth that the said Proponent and your Petitioner did join issue upon the said allegations and answer and without any further proofs than in the said proceedings did bring on the same to be heard and the said matter in dispute and Contest did come on to be heard on Saturday the Twenty Seventh Instant before the said Mayors Court when the said

Said Court were Pleased to pronounce and did accordingly pronounce that Letters of administration unadministered by Robert Barclay Deceased, to the Estate and Effects of Lieutenant Colonel Edward James, should be granted to William Sydenham as attorney of William James the Brother of the deceased, upon his geveng good and Sufficient Security and also that your Petitioner should pay all Costs —

By which Judgement Sentence or Decree of the said Honble Mayors Court your Petitioner doth conceive himself aggrieved and doth therefore appeal therefrom and for Cause of appeal, Sheweth That the matter in Contest, upon which your Petitioner did ground his Right to Letters of administration, to the Estate of the said Edward James Deceased, unadministered by the said Robert Barclay was in Right of his Wife Rhoda Wynch the lawfull Sister of Sophia James as Widow of the said Edward James under which Right your Petitioner was entitled Jointly with the other Relations of the said Sophia James in Equal Degree to a one full moiety of the Estate of the said Edward James Deceased that it hath not been Shewn by the Proponent in any instance that the said Edward James did Survive the said Sophia James, nor hath he given the most distant satisfaction to induce an Idea that he did so Survive her that the Charge exhibited in the said allegations containing a positive declaration that

that the said Sophia James died during the life time of the said Edward James, without leaving any Estate or Effects belonging to her independent of her said Husband, — Edward James is so material to ground and exemption and exclusion of your Petitioner to any part of the said Estate of the said Edward James, under the Right he hath claimed it, that the Proponent in the act of availing himself of the advantage which he would wish to derive to himself from such exemption, and exclusion upon the foundation that Sophia James died in the life time of her Husband Edward James, ought at least in Justice to himself to have shewn that the said Edward James, did Survive the said Sophia his Wife, otherwise your Petitioner conceives that a matter which ought to be proved by the best Evidence that is procurable cannot be taken to be true upon the Simple assertion of a party so much interested as the Proponent, and if the said matter cannot be proved on either side your Petitioner saith that the Law must in that Case be equally in favor of your Petitioner as of the Proponent and your Petitioner sheweth that the said Charge of the Proponent unsupported by any circumstances or probability can be regarded in no other light than the Wish of the Proponent that the matter in dispute may terminate entirely in his own favor without paying any attention to Claims of others which are equally at least if not better founded Because your Petitioner

hath

hath exhibited matters in his answer, which tend greatly to thro a Light upon the uncertainty of the time of the death of the said Edward James and Sophia his Wife and therefore whatever is contained therein to Satisfy the doubts arising upon an event so obscured by distance of time and place, and a total want of living Evidence ought to preponderate in favor of your Petitioners Claim, which your Petitioner saith is in the Scale of human knowledge and Law at least equal to that of the Proponents, and ought not under these Circumstances, to have been left unnoticed by the said mayors Court, Because as your Petitioners Claim is founded upon the event of the said Edward James having died first, leaving Sophia James his Widow, who under that title was entitled to have Letters of administration, to her Husbands Estate, and the Proponents Objection thereto and the Ground of his Claim in exclusion of your Petitioners being that Sophia James died in the life time of the said Edward James, the said Court having pronounced for Letters of administration to be granted to William Sydenham as attorney to William James of the Estate of the said Edward James have also Virtually pronounced for the truth and Validity of the several Charges exhibited by the Proponent in his allegations and among others that of Sophia James having died in the life time of the said Edward James which your Petitioner Sheweth there was not any Ground for the said Court to determine upon, because that part of the Proponents allegations which go to the exclusion of your Petitioners Right, under that of his Wife is not supported by the Proponent, and consequently the Proponent not having proved that part of his said allegations he ought not to prevail therein as the Proponent himself cannot according to the Course of the Court, prevail further than he is able, and doth in fact prove to be true; your Petitioner therefore saith that he conceives that such part of the Proponents allegations as he hath not proved ought to have been dismissed by the said Court in their said Judgement Sentence or Decree and also they might otherwise see Cause for committing Letters of administration to the said William Sydenham in the manner and on the Behalf Set forth.

Your Petitioner further Sheweth that he conceives he is aggrieved by the said Judgement Sentence or Decree, Because whatever Title the said William James may have to obtain Letters of administration of the Estate of the said Edward James as Brother of the said Edward James under the Prerogative Court of Canterbury your Petitioner hath nevertheless a preferable Right to have Letters of administration by Virtue and in Right of his Wife to the Estate of the said Edward James, within the Jurisdiction of the said Honble the Mayors Court Because that your Petitioner

is

is an Inhabetant within that Juresdiction and is well
known and worthy of Credit and hath always been
and is equally ready to give Security for the due —
administration thereof that your Petitioner as Executor
of the said Robert Barclay hath come to the Possession
of such pants of the Estate of the said Edward James
as were in the possession of the said Robert Barclay,
at the time of his Decease, that your Petitioner is
humbly of opinian that these circumstances when
joined to a legal claim, ought to be considered as
giving him an indubitable Right, to have Letters of
administration granted to him to the Estate of the
said Edward James, in preference to any one in —
Equal Degree of Claim within the Juresdiction of
this Honble Caunt; Whereas the Right of the said
William Sydenham is only by deputation, by Letters
of attorney, and cannot in Law be placed in —
competition with your Petitioners Claim, which is
an oregenal Right founded on Law and not revocable
and therefore your Petitioner saith that it is —
inconsistent with right and justice that the said
William Sydenham should place his powers in the
Scale against those of your Petitioner, the said William
Sydenham being no more than the attorney for the
Brother of the said Lieutenant Colonel James Deceased;
and cannot of course act beyond but must confine
the execution of his powers to such Rights as —

appertains

appertain to his Constituent only which cannot give
him any Right of Controll over such as appertain to
your Petitioner and your Petitioner sheweth that the
admission of the deputed powers of the said William
Sydenham is giving the preference to the lesser —
powers, before the greater, Contrary to every maxim
of Law and Equity, by which the lesser powers are
extinguished by the greater —

Your Petitioner further more prays
to Set forth, that if the said Mayors Caunt were not
inclined intirely to Supersede the powers granted
to the said William Sydenham by the said William
James he nevertheless conceives that the said powers
could not be made to extend further than as the —
same regarded the Interest of the said William James,
in the Estate of the said Edward James, which could
by no Law or reason be made to extinguish that —
power, which your Petitioner hath upon the —
foundation of a legal Title; your Petitioner therefore
humbly submits to this Honble Caunt, whether the —
Judgement of the said Mayors Caunt, ought or could under
the most favorable Circumstances, be made to extend —
further than by the admission of the said William Sydenham
as attorney to the said William James, to a participation
in the administration of the Estate of the said Edward —
James with him your Petitioner —

And your Petitioner Sheweth that the —

Judgement

Judgement being given intore in favor of the said
Proponents allegations doth imply a Knowledge of
same matters in favor of the said Proponent, to supply
the defect of Evidence on his part to the prejudice of
your Petitioners Claim:- and your Petitioner saith
that he ought not, nor cannot be prejudiced, in the
Law by his having suffered the said Robert Barclay
to take out Letters of administration to the Estate of
the said Edward James, because the same was done
without any meditation of a dispute between the
Proponent and your Petitioner, nor was there any
dispute or Contention for Letters of administration at
that time, the Proponent not having then made any
Claim nor did he make any untill upwards of two
years after Letters of administration had been obtained
by the said Robert Barclay and your Petitioner sheweth
that the said Letters of administration so obtained by the said
Robert Barclay to the Estate of the said Edward James was
not an acknowledgment in him the said Robert Barclay
as of your Petitioner that the said Sophia James, had
not same time since the decease of the said Edward
James, had a Right to have Letters of administration
of this Estate, as having survived him, which was a
matter not at that time even Conjectured, much
less made an object of important dispute, the
Collecting the Effects of the said Edward James, being
the whole and sole Object of the said administration of
the

the said Robert Barclay But the Proponent having by
his proceedings attempted to shew that the said Sophia
James did absolutely die in the life time of the said
Edward James, and thereby exclude all the Relations of the
said Sophia James, by alledging that she did not leave
any Estate independant of her said Husband, it became a
duty of necessety on your Petitioner to stand forth to
defend these Rights, he regarded himself to be justly
entitled unto in Right of his Wife the immediate and
natural Representative of the said Sophia, which Right
he hath not done any act to impair or forfeit, But the same
exists in full form and force of Law for this Honble Court
to determine and unto whose Consideration he humbly
refers the same

Your Petitioner therefore, for the foregoing
Causes and for others suggesting themselves in the Wisdom
of this Honble Court, doth appeal from the Judgement
Sentence or Decree of the said Mayors Court, of the twenty
Seventh Instant, and prays that the same and the Order
therein, whereby the said Court do pronounce that Letters of
administration unadministered by Robert Barclay deceased
to the Estate and Effects of Colonel Edward James be granted
to William Sydenham as the attorney of William James
the Brother of the Deceased upon his giveing good and
Sufficient Security, may be reversed and repealed; and that
if the said Letters of administration, so Ordered and
granted, as aforesaid have passed the Seal of the said
Honble

Honble Mayors Court that the same may be revoked and annulled, and the Proponent, enjoined from exercising any power of administration, thereunder to the Estate of the said Colonel Edward James, as aforesaid untill authorized by this Court and the course of the Law; And your Petitioner further prays, that in lieu thereof, that Letters of administration, to the Estate and Effects, of the said Colonl Edward James, as may be granted to your Petitioner, in Right of his Wife Rhoda Wynch, Lawfull Sister of Sophia James, Widow and Relict of the said Edward James, upon his giving good and Sufficient Security, and that this Honble Court will be pleased to grant to your Petitioner, such other and further Relief in the premisses, as to them may seem meet, and that the Proponents allegations may be dismissed, with Costs in this Court and in the Mayors Court.

/Signed/ Henry Dupuy
Proctor for the appellant

Extract

Extract from the Proceedings of the Kings ordinary Held at the Town Hall on Saturday the 27th day of October Anno Domini 1787.

Present
James Call Esquire Mayor
Edward John Holland William Webb
George Savage Vincentio Corbett &
Andrew Rops Aldermen

William James by his acting attorney William Sydenham Proponent
and
William Wynch in Right of his Wife Rhoda Wynch Opponent.
Allegations with an Exemplification & an affidavit annexed Read
Answer thereto Read

The Matter in dispute between the Proponent William James by his acting attorney William Sydenham, and the opponent William Wynch, relative to the Estate and Effects unadministered of Colonel Edward James Deceased, coming on to be argued and Determined, this day in the presence of the Proctors on both sides, on Hearing the Proponents allegations, with Copies of an Exemplification and an affidavit annexed, The opponents answer on Hearing the Pleadings and arguments made use of by the Proctors on both sides and The Court having had due Consideration thereon doth think fit

Honble Mayors Court that the same may be revoked and annulled, and the Proponent, enjoined from exercising any power of administration, thereunder to the Estate of the said Colonel Edward James, as aforesaid untill authorized by this Court and the course of the Law; And your Petitioner further prays, that in lieu thereof, that Letters of administration, to the Estate and Effects, of the said Colonel Edward James, as may be granted to your Petitioner, in Right of his Wife Rhoda Wynch, Lawfull Sister of Sophia James, Widow and Relict of the said Edward James, upon his giving good and Sufficient Security, and that this Honble Court will be pleased to grant to your Petitioner, such other and further Relief in the premisses, as to them may seem meet, and that the Proponents allegations may be dismissed, with Costs in this Court and in the Mayors Court.

[Signed]

Henry Dupuy

Proctor for the Appellant

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fit to Pronounce and doth accordingly pronounce, that Letters of administration unadministered, by Mr. Robert Barclay Deceased, to the Estate and Effects of Colonel Edward James Deceased, be granted to William Sydenham, as the attorney of William James the Brother of the said Deceased upon his giveng good and Sufficient Security, and it is further ordered that the opponent William Wynch do pay all Costs attending this matter —

A true Extract
(Signed)
James Taylor
Regr

To the Honble Major General Sir Archibald Campbell K.B. Vice President in Council

Fort Saint George

In the Honble the Court of Appeals

Between William James the natural and Lawful Brother of Edward James, the sole — administrator, as such under the Prerogative Court of the arch Bishop of Canterburg, of the Goods & Chattels, and Credits, of the said Edward James, by his acting attorney Lieutenant Colonel William Sydenham, of the Corps of artillery of Fort St. George aforesaid Propanent, and William Wynch of Fort St. George aforesaid Esquire in Right of

of his Wife Rhoda Wynch lawful Sister of Sophia James who is stiled Widow and Relict of the said — Edward James deceased Opponent —

The Answer of the said William James by his acting Attorney William Sydenham, to the Petition and Appeal of the said William Wynch. —

This Respondent by his said attorney admits, that the said William Wynch by his Proctor Henry Dupuy, did on or about the tenth day of October, which was in the year of our Lord One thousand Seven hundred and Eighty Six Pray the Honble the Mayors Court at Madraspatnam that Letters of administration might be granted to him of the Estate and Effects of Edward James late a Lieutenant Colonel of artillery at Fort Saint George aforesaid, in the Service of the Honble United Company of Merchants of England — trading to the East Indies deceased, in right of his Wife Rhoda Wynch, Lawful Sister of Sophia James, whom the said William Wynch, stiled the Widow and Relict of the said Edward James, This Respondent also admits that Mr. Stephen Popham as Proctor for this Respondent, the natural and Lawful Brother, of the said Edward James, and Sole administrator as such, under the Prerogative — Court of the arch Bishop of Canterburg, of the Goods Chattels and Credits of the said Edward James by his — acting attorney Lieutenant Colonel William Sydenham of the

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Charles Whitehill

the Corps of artillery, of Fort Saint George aforesaid appeared some time on or about the seventeenth day of the said month of October, in the same year One thousand Seven hundred and Eighty Six, and filed a Caveat to prevent Letters of administration of the Estate and Effects, of the said Edward James, passing the Seal without first giving notice to the said Stephen Popham, on behalf, and for the Interest of this Respondent and this Respondent, did soon afterwards that is to say on the seventeenth day of may following, file his allegations, and did therein allege and say that the said William Wynch had no right or Title to the Estate of the said Edward James, for the following reasons —

First — Because this Respondent is the natural and Lawful Brother of the said Edward James deceased and as such hath obtained Letters of administration, under the Seal of the Prerogative Court of Canterbury, under date the Second day of June, which was in the year of our Lord One thousand Seven hundred and Eighty four, as by an Exemplification thereof, under the Seal of the said Prerogative Court, under date the Eighteenth day of January, which was in the year of our Lord One thousand Seven hundred and Eighty Six may appear, Copy whereof is annexed to this Respondents allegations marked A ——

Second — Because this Respondent had not any Brother or Sister living at the time of the death of his Brother, the said Edward James, and therefore was, and is, the Sole representative in Law of his said Brother as by the Copy of an affidavit of the said William James as also of Adam Williamson and Samuel Cleveland, marked B annexed to the said allegations may appear. ——

Third — Because Sophia James died during the Life time of the said Edward James, without leaving any Estate or Effects belonging to her, or whereto she had any right or Title whatever, independant of her Husband, the said Edward James, and therefore no Estate doth exist as belonging to her nor can any Letters of administration, pass to represent the said Sophia James, no such representation being possible she having died a Femme Covverte. ——

Fourth — Because if the said William Wynch had any preferable right to this Respondent, by being Husband to Rhoda Wynch, the Sister of Sophia James, whom was the Wife of the said Edward James, he should not have permitted the said Robert Barclay, who was neither of her to or a Creditor, of the said Edward James, to have administered to the Estate, of the said Edward James, but should have opposed the same, and preferred his application, as he hath now done, instead of which the said William Wynch became one of the Sureties, of the said Robert Barclay, and thereby relinquished all right to intermeddle, with the said Estate other than to preserve the same for the use of her or Creditor thereof, as a Friend to the deceased, or like manner as the said Robert Barclay had undertaken to do he the said Robert Barclay having applied for Letters of administration of the Estate and Effects of the said Edward James as his Friend

and

and neither as next of him or a Creditor or as representing the next of him or a Creditor.

Fifth — Because by suffering the said Robert Barclay to administer to the Estate of the said Edward James, "in Toto" and without reserve, the said William Wynch, acknowledged the Estate to have been in Edward James, "in Toto" which act precludes his Claim as Husband, to Rhoda Wynch, the Sister of Sophia James, who cannot have a right to any personal Representation, while a personal Representative of Edward James "in Toto" existed, and was acknowledged, Countenanced, and Supported as above stated by William Wynch.— For which Reasons this Respondent, by his said attorney did pray that Letters of administration of the Goods Chattels and Credits of the said Edward James, unadministered by the said Robert Barclay might pass the Seal of the said Honble Mayors Court, in favor of this Respondent as natural and Lawful Brother of the said Edward James.—

To which said allegations this Respondent admits, that the said William Wynch did put in an answer, admitting that he did in the manner set forth therein, Pray and apply in the Honble Mayors Court at Madraspatnam, for Letters of administration of the Estate and Effects of the said Edward James, in right of his Wife Rhoda Wynch, Lawful Sister of Sophia James whom he stiled Widow and Relict of the said Edward James, deceased and that this Respondent did appear as in the said allegations, set forth, and did on that behalf file a Caveat against the application of the said William Wynch and afterwards did file the several allegations as above set forth, to which said allegations the appellant, put in his answer as stated in his Petition, and appeal, pretending, that as the mayors Court, hath independant Legal Powers, as Kings Ordinary, such Powers could not be controuled by the Prerogative Court of Canterbury, and that therefore as the appellant was next Legal representative within the Jurisdiction of the mayors Court, he had the preferable right.— Pretending also that Sophia James survived Edward James, and therefore, that this Respondent could not make Oath, that the said Edward James died a Widower, and that Rhoda Wynch the Lawful Sister of Sophia James, had a more preferable appearance of right, than this Respondent Pretending also that such right was not impeached, by the sufferance given to Robert Barclay to administer to the Estate of the said Edward James, by the Petitioners being one of the Sureties, for that purpose, and praying thereupon that this Respondents Prayer might be rejected, and that the appellants Prayer in Right of his Wife Rhoda Wynch, might be allowed; whereupon the Petitioner acknowledges that Issue was joined, and without any further Proofs, than on the Proceedings, the merits were heard on Saturday the Twenty Seventh day of October, which was in the year of our Lord one thousand Seven hundred and Eighty Seven, when the mayors Court were pleased to pronounce that Letters of administration of the Estate and Effects of Edward James deceased unadministered by

by Robert Barclay should be granted to William Sydenham the attorney of William James the Brother of the deceased, on his giving good and sufficient Security, and that William Wynch should pay all Costs.—

Which said sentence this Respondent contends to be Legal and just for the reasons above set forth in this Respondents said allegations, in the mayors Court as well as for the following Reasons.—

First — Because that however distinct the Authority, and Controul of the mayors Court of madras may be, over such Estate and Effects of deceased persons as are within the Jurisdiction — nevertheless the Court must take cognyzance of external proofs, stated to the Court in support of the right to representation, of Persons without its Jurisdiction, else it might happen that a very distant Relation, of a deceased might, by being within the Jurisdiction enjoy the possession, if not the property of an Estate in preference to an Husband, Wife Brother or Sister who might be out of the Jurisdiction, and therefore the right of William James, by his attorney William Sydenham was — legally recognyzed, by the mayors Court as being preferable to the pretences for representation, set up by William Wynch as Husband to Rhoda Wynch, Who is Sister to Sophia James who is pretended to be, the Widow of Edward James.—

Secondly — Because that where the greater Claim of property, there the preferable right of Representation should follow; — and it is well known that even the event which the appellant seeks to establish, namely the Survivorship of Sophia James, would give to the said Rhoda Wynch, only a distributive share with the other sisters or Brothers of the said Sophia, of the moiety of the Estate of the said Edward James, Whereas this Respondent has clearly even in that Event, one Entire moiety, and should — Edward James have survived Sophia this Respondent has a right to the whole Estate of the said Edward James.—

Thirdly — Because that the authentic document under which William Sydenham appears as attorney of this Respondent — brought this Respondents Claim as fully and unequivocally before the mayors Court, as if this Respondent had appeared in Person and as the said William Sydenham, is equally worthy of Credit with the said William Wynch, and hath moreover as appears by the records of the mayors Court, given full and unexceptionable Security, to the amount of Eighty thousand star Pagodas in two — responsible Persons, for his duly performing the duties of an — administrator, there cannot exist any objection to the Sentence of the mayor's Court, and to their order of the thirtieth day of october last past Copy whereof is hereunto annexed marked 1 but the same ought as this Respondent contends, to be confirmed by this Honble Court and the Petition and appeal of the appellant to be dismissed with Costs to be paid by the said appellant to which — Costs, this Respondent humbly contends ought to be exemplary, because the Conduct of the appellant, is vexatious and litigious in the extreme, and avowedly intended to withhold the property belonging to the Estate, amounting to the sum of Forty thousand Star Pagodas and upwards, in order to force this Respondent into a Compromise to the appellants advantage.—

(Signed)
Stephen Popham
Proctor for Respondent
& Respondent.—

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 30th. day of October Anno Domini 1787—

Present

James Call Esqure Mayor
Edward Garrow & Andrew Ross
Aldermen

Mr. Stephen Popham Proctor for William James, by his acting attorney William Sydenham, appears and acquaints the Court that the Estate of Lieutenant Colonel Edward James deceased, will amount to about Pagodas 4 6000 Pagodas and offers for his Security's Sir John menzies Baronet, and George maubray of Fort Saint George merchant, and pray's that Letters of administration may pass the Seal in favour of Lieutenant Colonel William Sydenham, as the attorney of William James the Brother of the deceased, according to the order of Court of the 27th. Instant; Mr. Henry Dupuy Proctor for William Wynch objects to Letters of administration passing the Seal to the Estate of Colonel Edward James, because the fourteen days allowed by his majesty's Charter, for lodging an appeal from any Sentence order or Judgement of this Court are not expired, the Court having taken the same into Consideration ordered that Letters of administration do pass the Seal upon the above Securities being given ——

A true Extract
Charles N. White
Clk.

A true Extract
(Signed) James Taylor
Regr.

A true Copy
Stephen Popham
Court

Court of Appeals
Madraspatnam } Saturday the 9th. August Anno Domini 1788—

Between William Wynch in right of his Wife Rhoda Wynch Appellant and William James by his attorney William Sydenham Respondent —

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides Upon hearing the Petition of appeal and answer and the several Exhibits of the Honble the Mayors Court, together with the order of the said Court, given in this Cause on Saturday the 27th. day of October anno Domini 1787 upon due Consideration had of the matters therein severally Contained and of the Pleadings and arguments used by the attornies on both sides This Court doth think fit to order and doth accordingly order, that the said order of the Honble the Mayors Court of the 27th. October do stand affirmed except that each party do pay his own Costs in both Courts —

Vizr
(Signed) Chas. N. White
Clk

To the Kings most Excellent Majesty in Council

Between William James the natural and Lawfull Brother of Edward James the Sole Administrator as such under the Prerogative Court of the Arch Bishop of Canterburry of the Goods Chattels and Credits of the said Edward James by his acting attorney Lieutenant Colonel William Sydenham of the Corps of artillery of Fort St George aforesaid Proponent, and William Wynch of Fort St George aforesaid Esqr. in Right of his Wife Rhoda Wynch Lawfull Sister of Sophia James Widow and Relict of the said Edward James Deceased Opponent

The Humble Petition and appeal of the said William Wynch Opponent on the Behalf aforesaid

Most Humbly Sheweth

That Your Petitioner did on the Honble the Mayors Court at Madraspatnam Some time on or about the Tenth day of October which was in the year of our Lord One Thousand Seven hundred and Eighty Six pray and apply that Letters of administration might be granted to him of the Estate and Effects of Edward James late a Lieutenant

Filed in my Office the 21st August 1788
Charles S. White Clk

Lieutenant Colonel of artillery at Fort Saint George aforesaid in the Service of the Honble United Company of merchants of England trading to the East Indies, Deceased, unadministered by Robert Barclay Esqr. also late Fort Saint George Deceased in Right of his Wife Rhoda Wynch Lawfull Sister of Sophia James, Widow and Relict of the said Edward James, that Mr. Stephen Popham as Proctor for William James the natural and Lawfull Brother of the said Edward James, and Sole administrator as such under the Prerogative Court of the arch Bishop of Canterburry, of the Goods Chattels and Credits of the said Edward James by his acting attorney Lieutenant Colonel William Sydenham of the Corps of artillery, of Fort Saint George aforesaid, appeared some time on or about the seventeenth day of the said month of October in the same year One Thousand Seven hundred and Eighty six, and filed a Caveat to prevent Letters of administration of the Estate and Effects of the said Edward James, passing the Seal without first giving notice to the said Stephen Popham on Behalf and for the Interest of the said William James and the said Proponent did by certain allegations by him filed on the Behalf aforesaid alledge and say that your Petitioner had no right or Title to the Estate of the said Edward James for reasons by him therein setforth To Wit. Because that the said Proponent was the natural and Lawfull Brother of the said Edward James Deceased

and

and as such had obtained Letters of Administration under the Seal of the Prerogative Court of the Arch Bishop of Canterbury, under date the Second day of June which was in the year of our Lord one thousand Seven hundred and Eighty four, as by an exemplification thereof, under the Seal of the said Prerogative Court, under date the Eighteenth day of January which was in the year of our Lord one thousand Seven hundred and Eighty Six, might appear, Copy whereof the Proponent did pretend to annex unto his said allegations marked A, and the Proponent did also say, that he had not any Brother or Sister living at the time of the Death of his Brother the said Edward James, and that therefore He was entitled as the Sole Representative in Law of his said Brother as by Copies of affidavits also unto his said allegations annexed.

And the said Proponent did also undertake to affirm that Sophia James died during the life time of the said Edward James, without leaving any Estate or Effects belonging to her independant of her Husband, the said Edward James, and that therefore no Estate did Exist belonging to her and that no Letters of Administration could pass to represent the said Sophia James who the Proponent did affirm to have died a Femme Covert.

And the said Proponent did frame another Cause of objection to your Petitioners said application upon the Supposition that if he your Petitioner had any

preferable

preferable Right to the said Proponent by being Husband to Rhoda Wynch the Sister of the said Sophia James, as Widow and Relict of the said Edward James, he this Proponent should not have permitted the said Robert Barclay to have administered to the Estate of the said Edward James, But should have opposed the same and preferred his application as your Petitioner now hath done, the said Proponent, not at all attending to the Situation of the circumstances then existing which were quite different from what they now are, and there not then being any opposition to the obtaining of Letters of administration to the said Estate as there now is, - and the said Proponent did urge his objections by reason that your Petitioner was one of the Securities of the said Robert Barclay and by a forced conclusion saith that your Petitioner did thereby relinquish all right to intermeddle with the said Estate, other than to preserve the same to the use of her or Creditors thereof, as a Friend to the Deceased, in like manner as the said Robert Barclay had undertaken to do as if there was a possibility of your Petitioner having forfeited by the Law those Rights he was before entitled to in Right of his Wife as lawfull Sister of the said Sophia James, the Widow and Relict of the said Edward James.

And the said Proponent further setforth in his said allegations that your Petitioner by suffering the said Robert Barclay to administer to the Estate of

the

the said Edward James in Toto and without reserve, that your Petitioner did acknowledge the Estate to have been in the said Edward James, in Toto and which act the said Proponent said did preclude your Petitioners Claim as Husband to Rhoda Wynch.—

And for these Reasons the Proponent did pray that Letters of administration of the Goods Chattels and Credits, of the said Edward James, unadministered by the said Robert Barclay, might pass the Seal of the said Honble Mayors Court, in favor of the said Proponent as natural and Lawfull Brother of the said Edward James.—

unto which said allegations of the said Proponent your Petitioner did put in an answer admitting, that he did in the manner set forth therein pray and apply in the Honble mayors Court at Madraspatnam, for Letters of administration of the Estate and Effects of the said Edward James, in Right of his Wife Rhoda Wynch Lawfull Sister of Sophia James Widow and Relict of the said Edward James Deceased, and that the Proponent did appear as in the said allegations Setforth, and did on that behalf filed Caveat against the said application of your Petitioner.—

And your Petitioner did in his said answer maintain that your Petitioner ought nevertheless to have Letters of administration granted to him, according to his said application; and did therefore in Support thereof and in answer to the several articles exhibited by

by the said Proponent, say that he was advised that the Proponents said attorney William Sydenham, was not the more entitled, to have Letters of administration granted to him by the said Honble Mayors Court, of the Goods Chattels Credits, and Effects of the said Edward James, within the Jurisdiction of the said Court, Because that the said William James, had obtained Letters of administration under the Seal of the Prerogative Court of Canterburry; as natural and Lawfull Brother of Edward James Deceased, Because that the said Mayors Court had independent legal Powers in their Capacity as Kings Ordinary, to grant administration to such Effects, of persons dying intestate, as might be found within their Jurisdiction, and that their Orders under such power could not be altered or controlled, but in Cases of appeal as directed by the Charter To the President and Council of Fort Saint George, and ultimately to the King in Council and that therefore the said Court were not in their said Jurisdiction limited or controlled by the Prerogative Court of Canterbury, or by any other Court, but such only as had power to receive appeals from their Judgements, Orders Sentence or Decrees, and your Petitioner did therefore say that as to any matters relating to, or concerning the said Letters of administration, granted to the said William James, under the Seal of the Prerogative Court of Canterbury, the said Mayors Court were nevertheless in possession of

full

full power and legal authority to grant Letters of administration, to the Estate of the said Lieutenant Colonel Edward James within their Jurisdiction, to any person or persons, whom they might and should dum and adjudge worthy and best entitled thereunto.

And your Petitioner did further in his answer Setforth that he was advised that altho the said Edward James might not have any other Brother or Sister living at the time of his death, that the said Proponent was not therefore entitled, to have Letters of administration granted to him, to the Estate and Effects of the said Edward James within the Jurisdiction of the said mayors Court, thro the means and Representation of his said attorney William Sydenham. But that the Right to Letters of administration to the Estate of the said Edward James, therein did more properly belong to your Petitioner, in Right of his Wife, lawfull Sister of Sophia James, as being the Widow and Relict of the said Edward James. He your Petitioner being the next legal Representative within the Jurisdiction of the said Court.

Your Petitioner did moreover setforth that he did by no means admit that Sophia James died during the life time of the said Edward James, without leaving any Estate or Effects belonging to her, But on the Contrary did admit and had reason to believe that the said Edward James died during the life time of the said Sophia James,

And

and that by so surveing her said Husband she the said Sophia James was in her life time entitled to have Letters of administration to his Estate, as his Widow and in Consequence to a one full moity or half Share of the amount or value of the Estate of her said Husband the said Edward James Deceased.

Because that the said Edward James and his said Wife the said Sophia James did take their departure from madras on Board the English East India Companys Ship the Grovernor, Some time on or about the month of June one thousand Seven hundred and Eighty two, being then bound for England that the said Ship was wrecked on the Coast of Africa — and the said Edward James and Sophia James are both supposed to have died soon after from the Situation they were exposed to by Reason of the said wreck. and your Petitioner did shew that altho it had never been ascertained which of the said Deceased persons, Edward or Sophia James his Wife was the Survivor, that there was a strong presumption that the said Edward James must have first died, from an infirm State of Body, he had for many years before labored under which rendered him incapable of Supporting the fatigues he must have suffered, and under which from those causes he must have necessarely sunk and perished at an earlier stage than one less burthined with Sickness and decease; and your Petitioner therefore said that the Proponent could

not

not with certainty make oath that the said Edward James
died a Widower, in Order to obtain Letters of administration
to his Estate the presumption rather being that his Wife
Sophia James survived him, and therefore your Petitioner
did say that under these circumstances his Claim for
Letters of administration to the Estate and Effects of the
said Edward James, in Right of his Wife Rhoda Sawfull
Sister of the said Sophia James, had a more favorable
appearance of Right than that of the Proponent.

Your Petitioner did also deny that his
preference of right was superseded by having allowed
Robert Barclay to administer to the Estate of the said
Edward James, and that his reason for so doing was that
the said Robert Barclay, was in possession of all the several
Effects, of the said Edward James in madras, by being his
acting attorney; and that having equal confidence in
the said Robert Barclay as the said Edward James, he did
allow of Letters of administration, to be taken out to his
Estate by the said Robert Barclay and as a mark of that
Confidence your Petitioner became one of the Securities to the
said Court for the due administration thereof by the said
Administrator.

And your Petitioner not deeming it necessary
for him to make any other further answer to the said
allegations, your Petitioner did pray that the prayer of the
Proponent by his attorney William Sydenham for Letters of
administration to the Estate and Effects of the said Edward
James, unadministered by the said Robert Barclay, might
be rejected, and over ruled, and that the application of
your Petitioner thereto, in Right of his Wife Rhoda Wynch
might be allowed of, granted, and conferred.

And your Petitioner Sheweth unto your
most Excellent majesty, that the said Proponent and your
Petitioner did join issue, upon the said allegations, and
answer, and without any further proofs, than in the said
Proceedings did bring on the same to be heard and the
said matter in dispute and Contest did come unto be heard
on Saturday the twenty seventh Instant, before the said
Mayors Court when the said Court were pleased to
Pronounce, and did accordingly pronounce that Letters of
administration, unadministered by Robert Barclay deceased,
to the Estate and Effects of Lieutenant Colonel Edward
James, should be granted to William Sydenham as the
attorney of William James the Brother of the Deceased upon
his giving good and Sufficient Security and also that
your Petitioner Should pay all Costs.

By which Judgement Sentence or Decree
of the said Honble Mayors Court your Petitioner did
conceive himself aggrieved, and did therefore appeal there-
from to the Honble the Court of appeals at Fort St. George
and for Cause of Appeal did Shew

That the matter in Contest upon which
your Petitioner did Ground his Right to Letters of
Administration

administration to the Estate of the said Edward James deceased unadministered by the said Robert Barclay, was in Right of his Wife Rhoda Wynch, the Lawfull Sister of Sophia James, as Widow of the said Edward James, under which Right your Petitioner was entitled Jointly with the other Relations of the said Sophia James in Equal Degree to a one full moity of the Estate of the said Edward James Deceased.—

That it had not been shewn by the Proponent in any instance that the said Edward James did Survive the said Sophia James nor had the most distant satisfaction been given to induce an Idea that he did so survive her—

That the Charge exhibited in the said allegations containing a positive declaration that the said Sophia James did die during the life time of the said Edward James, without leaving any Estate or Effects belonging to her, independent of her said Husband Edward James, was material to ground an exemption and exclusion of your Petitioner, to any part of the said Estate of the said Edward James, under the Right he had Claimed, & that the Proponent in the act of availing himself of the advantage which he would wish to derive to himself from such exemption and exclusion, upon the foundation that Sophia James died in the life time of her Husband Edward James, ought at least in Justice to himself, to have shewn that the said Edward James, did survive the said Sophia his Wife, otherwise that your Petitioner conceived that a matter ought to be proved by the best Evidence that is procurable cannot be taken to be true upon the simple assertion of a Party so much interested as the Proponent, and if the said matter cannot be proved on either side, your Petitioner saith, that the Law must in that Case be equally in favor of your Petitioner as of the Proponent, and your Petitioner humbly Sheweth unto your most Excellent Majesty, that the said Charge of the Proponent unsupported by any Circumstance, or probability, can be regarded in no other light than the wish of the Proponent, that the matter in dispute may terminate entirely in his own favor, without paying any attention to the Claims of others which are equal at least, if not better founded— Because your Petitioner had Exhibited matters in his answer which tended greatly to throw a light upon the uncertainty of the time of the death of the said Edward James, and Sophia his Wife, and therefore, whatever was contained therein to satisfy the doubts arising upon an event so obscured by distance of time, and place and a total want of living Evidence ought to prepondirate in favor of your Petitioners Claim, which your Petitioner said was in the Scale of human knowledge, and Law at least equal to that of the Proponent, and ought not therefore under those Circumstances to have been left unnoticed by the said Mayors Court— Because as your Petitioners Claim is founded upon the Event of the said Edward James having died first, leaving Sophia James his wife who under that Title was intitled to have Letters of administration to her husbands Estate, and the Proponents objection Barely, and the proofs of his Claim in exclusion of your Petitioners, being that Sophia James died in the life time of the said Edward James the said

Court

Court having pronounced for Letters of administration to be
granted to William Sydenham, as attorney to William James of the
Estate of the said Edward James have also Virtually pronounced for
the truth and validity of the several Charges exhibited by the
Proponent, in his allegations, and among others that of Sophia
James having died in the life time of the said Edward James which
your Petitioner shewed there was not any ground for the said
Court to determine upon, — Because that part of the Proponents
allegations which goes to the exclusion of your Petitioners Right
under that of his Wife, is not Supported by the Proponent and
consequently the Proponent not having proved that part of his
said allegations, he ought not to prevail therein, as the Proponent
himself cannot according to the Course of the Court, prevail
further than he is able, and doth in fact prove to be true, — your
Petitioner therefore said that he conceived that such part of the
Proponents allegations, as he hath not proved, ought to have been
dismissed by the said Court, in their said Judgement, Sentence or
Decree, altho they might otherwise see Cause for committing
Letters of administration to the said William Sydenham, in the
manner, and on the behalf setforth. —

Your Petitioner did further Shew that he Conceived
he was aggrieved by the said Judgement Sentence or Decree because
whatever Title the said William James may have to obtain
Letters of administration of the Estate of the said Edward James,
as Brother of the said Edward James, under the Preroga'tive Court
of Canterbury, your Petitioner had nevertheless a preferable
Right to have Letters of administration by virtue and in

Right

Right of his Wife to the Estate of the said Edward James, within the
Jurisdiction of the said Honble Mayors Court. — Because that your
Petitioner was an Inhabitant within that Jurisdiction, and was
well known and worthy of Credit, and had always been, and then
was equally ready to give Security for the due administration thereof. —
That your Petitioner, as Executor of the said Robert Barclay, had
come to the possession of such parts of the Estate of the said
Edward James, as were in the possession of the said Robert Barclay
at the time of his decease. — That your Petitioner was and is
humbly of opinion that these circumstances when joined to a
legal Claim, ought to be considered as giving him an indubitable
Right to have Letters of administration granted to him to the
Estate of the said Edward James, in preference to any one in
Equal Degree of Claim within the Jurisdiction of the said Honble
Mayors Court. — Whereas the Right of the said William Sydenham
is so only by deputation, by Letter of attorney, and cannot in Law
be placed in competition with your Petitioners Claim, which is
an original Right founded in Law and not revocable, and
therefore your Petitioner saith that it is inconsistent with right
and Justice that the said William Sydenham, should place his
powers in the Scale against those of your Petitioner, — the said
William Sydenham being no more than the attorney for the Brother
of the said Lieutenant Colonel James Deceased, and cannot of
course act beyond, but must confine the execution of his powers to
such Rights as appertain to his Constituent only, which cannot
give him any Right of Controul over such as appertain to your
Petitioner, — and your Petitioner shewed that the admission of the

reputed

Court having pronounced for Letters of administration to be granted to William Sydenham, as attorney to William James of the Estate of the said Edward James have also Virtually pronounced for the truth and validity of the several Charges exhibited by the Proponent, in his allegations, and among others that of Sophia James having died in the life time of the said Edward James which your Petitioner shewed there was not any ground for the said Court to determine upon, — Because that part of the Proponents allegations which goes to the exclusion of your Petitioners Right under that of his Wife, is not supported by the Proponent and consequently the Proponent not having proved that part of his said allegations, he ought not to prevail therein, as the Proponent himself cannot according to the Course of the Court, prevail further than he is able, and doth in fact prove to be true. Your Petitioner therefore said that he conceived that such part of the Proponents allegations, as he hath not proved, ought to have been dismissed by the said Court, in their said Judgement, Sentence or Decree, altho' they might otherwise see Cause for committing Letters of administration to the said William Sydenham, in the manner and on the Behalf setforth. —

Your Petitioner did further shew that he conceived he was aggrieved by the said Judgement Sentence or Decree because whatever Title the said William James may have to obtain Letters of administration of the Estate of the said Edward James, as Brother of the said Edward James, under the Preroga tive Court of Canterbury, your Petitioner had nevertheless a preferable Right to have Letters of administration by virtue and in Right of his Wife to the Estate of the said Edward James, within the Jurisdiction of the said Honble Mayors Court. — Because that your Petitioner was an Inhabitant within that Jurisdiction, and was well known and worthy of Credit, and had always been, and then was equally ready to give Security for the due administration thereof — That your Petitioner, as Executor of the said Robert Barclay, had come to the possession of such parts of the Estate of the said Edward James, as were in the possession of the said Robert Barclay at the time of his decease. — That your Petitioner was and is humbly of opinion that these circumstances when joined to a legal Claim, ought to be considered as giveing him an indubitable Right to have Letters of administration granted to him to the Estate of the said Edward James, in preference to any one in Equal Degree of Claim, within the Jurisdiction of the said Honble Mayors Court. — Whereas the Right of the said William Sydenham, is so only by deputation, by Letter of attorney and cannot in Law be placed in competition with your Petitioners Claim, which is an oriegenal Right founded in Law and not revocable, and therefore your Petitioner saith that it is inconsistent with right and Justice that the said William Sydenham, should place his powers, in the Scale against those of your Petitioner, — the said William Sydenham being no more than the attorney for the Brother of the said Lieutenant Colonel James Deceased, and cannot of course act beyond, but must confine the execution of his powers, to such Rights as appertain to his Constituent only, which cannot give him any Right of Controll over such as appertain to your Petitioner; — and your Petitioner shewed that the admission of the deputed

deputed powers of the said William Sydenham in giveing the preference to the lesser Powers before the greater, was Contrary to every maxim of Law and Equity, by which the lesser Powers are extinguished by the greater.

Your Petitioner did further setforth, that if the said Mayors Court were not inclined, enterely to Supercede the Powers granted to the said William Sydenham by the said William James, he nevertheless conceived that the said Powers could not be made to extend further than as the Same regarded the Interest of the said William James, in the Estate of the said Edward James, which could by no Law or reason be made to extinguish that Power, which your Petitioner did hold upon the foundation of a Legal Title, Your Petitioner therefore humbly Submitted to the said Court of Appeals, whether the Judgement of the said Mayors Court ought, or could under the most favorable Circumstances be made to extend further than by the admission of the said William Sydenham, as attorney to the said William James, to a participation in the administration of the Estate of the said Edward James with him your Petitioner.

And your Petitioner also shewed, that the Judgement being given entire in favor of the said Proponents allegations, doth imply a knowledge of same matters in favor of the said Proponent, to supply the defect of Evidence on his part to the Prejudice of your Petitioners Claim.

And your Petitioner said that he ought not, nor cannot be prejudiced in the Law by his having suffered the said Robert Barclay to take out Letters of administration to the Estate of the said Edward James, Because the same was done without any meditation of a dispute between the Proponent and your Petitioner, nor was there any dispute or Contention for Letters of administration at that time, the Proponent not having then made any Claim, nor did he make any until upwards of two years after Letters of administration had been obtained by the said Robert Barclay— and your Petitioner said, that the said Letters of administration so obtained by the said Robert Barclay, to the Estate of the said Edward James, was not an acknowledgement in him the said Robert Barclay or your Petitioner that the said Sophia James, had not some time since the Decease of the said Edward James, a Right to have Letters of administration of his Estate or of her not having survived him which was a matter not at that time even Conjectured, much lyes made an object of important dispute,— The Collecting the Effects of the said Edward James, being the whole and sole object of the said administration of the said Robert Barclay— But the Proponent having by his proceedings, attempted to shew that the said Sophia James, died absolutely die in the life time of the said Edward James, and thereby to exclude all the Relations of the said Sophia James by alledging that she did not Leave any Estate independant of her said Husband,— It became a Duty of necessity on your Petitioner to Stand for the defend those Rights he regarded himself to be Justly entitled unto, in Right of his Wife the immediate and natural Representative of the said Sophia,— which Right he has not done any act to impair or forfeit, But the same did exist

on

in full form and force of Law for the said Court of Appeals to determine and unto whose Consideration he humbly referred the same.—

Your Petitioner therefore for the aforegoing Causes and for others which he then hoped would suggest themselves to the Wisdom of the said Court, did appeal from the Judgement Sentence or Decree of the said Mayors Court of the Twenty seventh of october aforesaid and prayed that the same and the order thereon whereby the said Court did pronounce that Letters of administration unadministered by Robert Barclay Deceased, to the Estate and Effects of Colonel Edward James, be granted to William Sydenham as the attorney of William James the Brother of the Deceased, upon his giving good and Sufficient Security might be reversed and repealed, and that if the said Letters of administration so ordered and granted as aforesaid had passed the Seal of the said Honble Mayors Court, that the same might be revoked and annulled, and that the Proponent should be injoined from exercising any power of administration thereunder to the Estate of the said Colonel Edward James as aforesaid untill authorized by the said Court of appeals, and the Course of the Law, and your Petitioner further prayed, that in Lieu thereof, that Letters of administration to the Estate and Effects of the said Colonel Edward James, might be granted to your Petitioner in Right of his Wife Rhoda Wynch, Lawfull Sister of Sophia James Widow and Relict of the said Edward James upon his giving good and Sufficient Security, and that the said Court of Appeals would be pleased to grant to your Petitioner such other and further Relief in the premisses as to them might seem meet and that the Proponents allegations might be dismissed with Costs in the said Court and in the mayors Court.—

To which said Petition and appeal the said Proponent did put in his answer, insisting and maintaining the Justness of the Judgement, order, Sentence or Decree of the said Mayors Court.—

And in support of his allegations, the Proponent did setforth in his said answer, That However distinct the authority and Controll, of the Mayors Court of Madras, might be over the Estate and Effects of Deceased persons, within their Jurisdiction, nevertheless that the Court must take Cognizance of Collateral proofs, shall in the Court, in support of the Right to representation of Persons without its Jurisdiction, else the said Proponent said that it might happen that a very distant Relation of a deceased might by being within the Jurisdiction enjoy the possession, if not the property of an Estate, in preference to an Husband, Wife, Brother or Sister who might be out of the Jurisdiction, and from these premises the Proponent drew this false conclusion, that the pretended right of William James by his attorney William Sydenham, was legally recognized by the mayors Court as being preferable to the pretensions for Representation, set up by your Petitioner as Husband to Rhoda Wynch, Sister to Sophia James the Widow of Edward James.— and the said Proponent did in his answer further setforth, that where the greater Claim of property there

the

the preferable Right of Representation should follow, The Proponent Pretending that it was well known that in the Event which your Petitioner did seek to establish by the Survivorship of Sophia James would give to the said Rhoda Wynch only a distributive Share with the other Sisters and Brothers of the said Sophia James of the moiety of the Estate of the said Edward James whereas the Proponent Saith, that he had clearly in that Event, one entire moiety, and that should Edward James have survived Sophia, that he would have a Right to the whole of the Estate, and the said Proponent did also pretend, that the authentic document under which William Sydenham appeared, as attorney for the said Proponent did bring him the said Proponent as fully and unequivocally, before the Mayors Court as if the said Proponent had appeared in person and as the said William Sydenham, was equally worthy of Credit, with the said William Wynch, and had moreover as the Proponent said, given full and unexceptionable Security to the amount of Eighty thousand Star Pagodas, in two responsible persons, for his duely performing the duties of an administrator, There could not exist any objection to the Sentence of the Mayors Court, and to their Order of the thirtieth day of October last past, Copy of which the Proponent did annex unto his answer marked A. the Proponent contending that the same ought to be confirmed by the said Court of appeals, and the said Proponent did also alledge that the Petition and appeal of your Petitioner ought to be dismissed with Costs, to be paid by your Petitioner which

Costs

Costs the said Proponent did further Contend ought to be exemplary, because the Conduct of your Petitioner is by him falsely asserted, to be vexatious, and litigious, in the extreme and avowedly intended to with hold the property belonging to the Estate amounting to the Sum of Forty thousand Pagodas, and upwards, in order to force the Proponent into a Compromise to the appellants advantage

and your Petitioner prayeth humbly to shew unto your most Excellent Majesty, the Several proceedings before recited to have been had, in the Mayors Court at Madras, and the aforesaid Petition and appeal to the President in Council at Fort Saint George, from the Judgement Sentence or Decree of the said Mayors Court, of the Twenty Seventh day of october last past, and the aforesaid answer of the Proponent thereto, and come on to be heard before the said President in Council, as a Court of Appeals, on Saturday the ninth day of this present month of august, One thousand Seven hundred and Eighty Eight, When your Petitioner sheweth, that the said Court of appeals did order and Decree that the said Order of the Mayors Court of the Twenty seventh day of october should stand affirmed except that each party should pay his own Costs in both Courts

By which order of the said Court of appeals of the ninth Instand affirming the Judgement Sentence or Decree of the Mayors Court of the Twenty Seventh of October last, your Petitioner doth find himself aggrieved, and doth therefore appeal to your most Excellent Majesty in Council, from the

said

said Judgement Sentence or Decree of the mayors Court, and from the said order of the said Court of appeals at Madras. Copies whereof your Petitioner doth humbly pray to lay before your most Excellent Majesty in Council.—

And your Petitioner for the purpose of elucidating several matters, which have been misrepresented by the Proponent in his aforesaid answer to your Petitioners appeal, to the President in Council, and particularly that part thereof wherein the Proponent doth refer to an order, of the Mayors Court of the thirteeth of october last past, for the issuing of Letters of administration upon the Ground of the order of the said Court, of the Twenty seventh of the said month;— your Petitioner Sheweth, it appears by the said order of the thirteeth of october that your Petitioners Proctor did object to Letters of administration passing the Seal to the Estate of the said Lieutenant Colonel Edward James, because the term of fourteen days allowed by your most Excellent Majestys Charter, for laying an appeal from the Judgement Sentence or Decree of the said Court, of the Twenty seventh of the said month of October were not then expired, and that notwithstanding such objection made by your Petitioners Proctor the said Mayors Court did order that Letters of administration should pass the Seal upon the proposed Securities being given, and your Petitioner prayeth leave to shew that he did appeal to the said President in Council, at Fort Saint George from the said Judgement, Sentence or Decree of the said Mayors Court, of the twenty seventh of October, and did file his appeal on the thirty first day of the said month which said Judgement Sentence or Decree, is that now appealed from to your most Excellent Majesty in Council, and your Petitioner also Sheweth that he did likewise appeal from the said Order of the Mayors Court, of the thirteeth, Copy of which is annexed unto the Proponents answer, and of which the Proponent would wish to avail himself in respect of the matter in question upon the order of the Twenty seventh, Contrary to all right and Course of Practice, and your Petitioner Sheweth that the said order of the Mayors Court of the thirteeth of october was regarded by the President in Council as irregular, and they did therefore order that the Letters of administration obtained by the Proponent as attorney to William James to the Estate of Edward Deceased unadministered by Robert Barclay deceased under the said order of the thirteeth of octobers should be returned into the Mayors Court as being unduly obtained by him, and therefore your Petitioner in order to prevent any wrong impression being received from the irregular introduction of the said Order of the Mayors Court, of the thirteeth October, in the Proponents answer, doth pray to annex hereunto a Copy of the Order of the said Court of appeals under the date of the nenth day of this present month of august, whereby the said Order of the Mayors Court of the thirteeth of october last past is reversed.—

And your Petitioner doth also esteem it his duty to remove the impression the Proponent hath endeavored to throw upon your Petitioners Conduct, as being vexatious, and litigious, in the extreme and avowedly intended to withhold the property belonging to the Estate amounting to the Sum of

Forty

Forty thousand Pagodas and upwards and to shew unto your most Excellent Majesty in Council, that the Present Contest is nothing less than vexatious or litigious, and that the said Contest is not carried on by him thro any other motives than those which arise from a desire of securing the Estate of the Deceased in the best manner, for the general benefit and advantage of the parties interested therein, and that altho it may not be regular to introduce in this his appeal the many active instances he hath exerted himself in by devising, planning and proposing to the Proponent different modes and Methods of realizing the Estate, and putting it in best and most probable train and State of liquidation, he cannot help conceiving himself regular, in laying before your Majesty in Council a Certain agreement entered into by your Petitioner and the Respondent for the purpose of securing the Estate untill the right of administering thereto shall be ultimately determined upon the present Contest, Contained and expressed in Sundry Instruments, under the date of the Eighteenth of January, in this present year of our Lord and which was in full force and effect at the time that the Proponent did file his aforesaid answer which was under the date of the Twenty first day of June following, and is now in full force and effect as the Proponent well knoweth, Copies of which said Instruments are hereunto annexed, And your Petitioner sheweth that the said Papers do shew that the present Contest is rather carried on by assent of parties than supported by a litigious view in your Petitioner as it is Evident that the Estate hath

hath been lodged in the hands of persons mutually and indifferently Chosen by the Parties to avoid that jealousy and suspecion that the possession thereof in the hands of either the Proponent, or your Petitioner, might give rise to, Consequently the present Contest is amicably agreed on, and is no more blameable in your Petitioner than in the Proponent.

And your Petitioner unto your most Excellent Majesty Sheweth, that having thus done away by having explained the extraneous matter, Contained in the said answer, your Petitioner will proceed to shew in what instances he conceives himself to be aggrieved, by the several Judgements, Sentences or Decrees, of the Mayors Court, and the Court of appeals at Madras of the twenty seventh day of October, one thousand Seven hundred and Eighty seven and of the ninth of august one thousand seven hundred and Eighty Eight, Copies whereof are hereunto annexed:

Firstly Because the said Mayors Court and Court of appeals at Madras have determined upon the whole of the allegations of the said Proponent, without attending to the different points, on which they are founded, the first to the preferable Right insisted on by the Proponent to have Letters of administration, to the Estate of Lieutenant Colonel Edward James, late in the Service of the Honble united Company of Merchants of England trading to the East Indies Deceased, unadministered by Robert Barclay Deceased, as Brother to the Deceased, by the means of William Sydenham, also a Lieutenant Colonel in the said Service, and Secondly that such preferable

Right

Right Claimed by the Proponent is founded on the allegation of the said Proponent, that the said Edward James died a Widower by Sophia James his Wife having departed this life in the life time of the said Edward James, and that she had not any Estate whereto a Representation or unto which a Right of administration could be required; — And your Petitioner Sheweth, as his Right to have Letters of administration to the Estate of the said Edward James, was grounded on that Right which he derived from his Wife Rhoda Wynch, the Sister of the said Sophia James, as being the Widow of the said Edward James, the said Mayors Court and Court of Appeals by having determined on the Right of the Proponent, wholly and entirely admitting of his allegations, and of every part thereof have undertaken to determine, upon what hath not been proved nor attempted to be proved by the Proponent, To Wit not only that the Proponent hath a preferable Right but that your Petitioner hath not any Right at all to have Letters of administration to the Estate of the said Edward James and have thereby totally excluded and exempted your Petitioner from any distributive Share in the Estate of the said Edward James, in Right of his Wife Rhoda Wynch, Sister of the said Sophia James, or otherwise but have by their said Judgements Sentences or Decrees, pronounced that the said Edward James died a Widower by having determined wholly in favor of the said allegations, without making any Exception to that part thereof which did insist that the said

Edward

Edward James did die a Widower, which with Submission they ought to have done in justice to your Petitioner, if that part of the Proponents allegations was not fully proved as it is really not nor in any part thereof. And your Petitioner also Sheweth that the Right of Letters of administration to the Estate of the said Edward James, have been fully shewn in the Course of the proceedings to rest not upon presumption or uncertainty but upon reality and truth, and that under these Rights and other Circumstances by which they are severally Supported, he had a preferable Claim to have the said Letters of administration granted to him than the said Lieutenant Colonel William Sydenham, who was only the Constituted attorney of the said William James, who as an Administrator simply under the Prerogative Court of Canterbury, could not convey or give any Power to the said William Sydenham, to obtain Letters of administration, in the Mayors Court, at Madras, however he might as your Petitioner is advised otherwise have done if he the said William James, had been Executor of any Last Will and Testament of the said Edward James by giving him power to act under the Probate of such Last Will and Testament. —

Your Petitioner doth therefore humbly conceive that as being Resident at Madras in possession of an Original legal and irrevocable Right, to have Letters of Administration granted to him to the Estate

of

of the said Edward James that he is aggrieved by not having the same Committed to him according to his prayer and application for the same, and that he is generally aggrieved by the several Judgements Sentence or Decrees of the Mayors Court, and Court of appeals before recited and hereunto annexed and exhibited and doth therefore humbly lay the same before your most Excellent Majesty, by this his Petition and appeal humbly praying that the same may be severally reversed and sett a side, altered or amended, in such manner Form and ways and under such restrictions, reservations and Exceptions, as to your most Excellent Majesty in Council may seem fitting Just and necessary, to be ordered and Decreed in the premisses and that the said Opponent may be further adjudged Ordered and Decreed to pay all Costs. —

/Signed/ Henry Dupuy
Proctor for the Appellant

Extract

Extract from the Proceedings of the Kings Ordinary held at the Town Hall on Saturday the 27th day of October Anno Domini 1787

Present

James Call Esquire Mayor
Edward John Holland William Webb
George Savage Vincento Corbett
and Andrew Ross Aldermen

William James by his acting attorney William Sydenham Proponent
and
William Wynch in Right of his Wife Rhoda Wynch Opponent

Allegations with an Exemplification and an affidavit annexed Read —
Answer thereto Read —

The Matter in dispute between the Proponent William James by his acting attorney William Sydenham and the opponent William Wynch, relative to the Estate and Effects Unadministered of Colonel Edward James Deceased, coming on to be argued and Determined this day in the Presence of the Proctors on both sides on Reading the Proponents allegations with Copies of an Exemplification and an affidavit annexed, The opponents answer on Hearing the Pleadings and Arguments made use of by the Proctors on both sides and the Court having had due Consideration thereon doth think fit to Pronounce and doth accordingly Pronounce that Letters of administration Unadministered by Mr. Robert Barclay deceased, to the Estate and Effects of Colonel Edward James deceased be granted to William Sydenham as the attorney of William James the Brother of the said Deceased upon his giving Bond and Sufficient Security, and it is further Ordered that the opponent William Wynch do pay all Costs attending this matter —

A true Extract
/Signed/ James Taylor
Regr Court

true Copy
Henry Dupuy
Proctor for the Appellant

Court of Appeals
at
Madraspatnam

Saturday the 9th August
Anno Domini 1788.

Between William Wynch in Right of his Wife Rhoda Wynch appellant and William James by his attorney William Sydenham Respondent—

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides, upon hearing the Petition of appeal, and answer and the several Exhibits of the Honble the mayors Court, together with the order of the said Court given in this Cause on Saturday the 27th day of October anno Domini 1787 upon due Consideration had of the matters therein Severally Contained and of the Pleadings and arguments used by the attornies on both sides, This Court doth think fit to order and doth accordingly Order that the said order of the Honble the Mayors Court of the 27th October do Stand affirmed, except that each party do pay his own Costs in both Courts—

Mur

(Signed) Charles N. White
Clk.

true Copy
Henry Dupuy
Proctor for the Appellant

Court of Appeals
at
Madraspatnam

Saturday the 9th August
Anno Domino 1788.

Between William Wynch in Right of his Wife Rhoda Wynch appellant and William James by his attorney William Sydenham Respondent

The appellants Petition and the Respondents answer coming on to be heard, and debated before this Court by the attornies on both sides, upon the said Petition of appeal and answer together with the order of the Honble the Mayors Court on Tuesday the 30th day of October anno Domini 1787 upon due Consideration had of the matters therein severally Contained, and of the Pleadings and arguments made use of by the attornies on both sides, This Court doth think fit to order and doth accordingly order, that the Respondent do return into the Honble the Mayors Court, the Letters of administration by him obtained, as attorney to William James, to the Estate of Edward James deceased, granted by Robert Barclay deceased, under the said order of the Mayors Court of the 30th of October 1787 as being unduely obtained, by him from that Court as the same were issued before the expiration of 14 days from the 27th of October, in the aforesaid year on which day the said Court pronounced in favor of the prayer of the said Respondent to have Letters of administration granted to him on the behalf aforesaid, and that each party do pay his own Costs—

Mur

(Signed) Charles N. White
Clk.

true Copy
Henry Dupuy
Proctor for the appellants

To Sir John Menzies B.t & Joseph Garrow Esquire

I do hereby deliver to you the several Bonds and papers specified in the accompanying Schedule, being the property of the Estate of the late Lieut.t Col. Edward James, for the purpose of your retaining the same in your hands, untill the Right of administering to the said Estate, shall be ultimately determined upon, a Contest for the same between me and Lieut Col. Sydenham, and thereupon you are hereby authorized to deliver up the said Bonds, to which ever party or the Representatives, of such party as may prevail in the said Contest for Letters of administration of the said Estate, and you are in the mean time further authorized to receive the dividends and Interest due and to grow due on, the said Bonds and Papers.

Madras 18. Jany 33 — /Signed/ W. Wynch

Witnesses
/Signed/ H. Dupuy
/Signed/ S. Popham

Received the within specified Bonds and papers from the within named William Wynch, by Consent of Lieut.t Col. William Sydenham for the purposes within mentioned, whereunto We do engage ourselves to comply —

Madras 18 Jany 33 — /Signed/ John Menzies
/Signed/ Joseph Garrow

Witnesses
/Signed/ H. Dupuy
/Signed/ S. Popham

I agree to the above and authorize the said Sir John menzies, and Joseph Garrow to receive the Bonds and Papers, as well as the said Dividends and Interest and to act in the Premises according to the Spirit Tenor and purport before mentioned — /Signed/ W. Sydenham

Madras 18 Jany 33 — true Copies
Henry Dupuy
Proctor for the opponent

Witnesses
/Signed/ H. Dupuy
/Signed/ S. Popham

To

To the Kings most Excellent Majesty in Council —

Between William James natural and Lawful Brother of Edward James the sole administrator as such under the Prerogative Court of the arch Bishop of Canterbury of the Goods Chattels and Credits of the said Edward James, by his acting attorney Lieutenant Colonel William Sydenham of the Corps of Artillery of Fort St George aforesaid Proponent, and William Wynch of Fort St George aforesaid Esquire, in Right of his Wife Rhoda Wynch Lawful Sister of Sophia James, who is stiled Widow and Relict of the said Edward James deceased, Opponent. —

Filed in my Office the 4.th February 1739 — Charles N. Whitcote

The answer of the said William James by his acting attorney William Sydenham, to the Petition and appeal to your most Excellent Majesty in Council of the said William Wynch —

This Respondent by his said attorney admits that

that the said William Wynch by his Proctor Henry Dupuy
did on or about the Tenth day of October, which was in the
year of our Lord One thousand Seven hundred and Eighty
Six Pray the Honble the mayors Court at Madraspatnam
that Letters of administration, might be granted to him
of the Estate and Effects of Edward James, late a —
Lieutenant Colonel of artillery, at Fort Saint George,
aforesaid in the Service of the Honble united Company
of merchants of England trading to the East Indies
Deceased, unadministered by Robert Barclay Esquire,
also late of Fort Saint George Deceased in Right of his
Wife Rhoda Wynch Lawful Sister of Sophia James,
whom the said William Wynch stiled the Widow and
Relict of the said Edward James, this Respondent also
admits that Mr. Stephen Popham, as Proctor for
this Respondent, the natural and Lawful Brother of
the said Edward James, and sole administrator, as such
under the Prerogative Court of the arch Bishop of
Canterbury, of the Goods Chattels and Credits of the
said Edward James by his acting attorney Lieutenant
Colonel William Sydenham of the Corps of artillery of
Fort Saint George aforesaid, appeared some time on or
about the Seventeenth day of the said Month of October
in the same year one thousand Seven hundred and
Eighty

Eighty Six, and filed a Caveat to prevent Letters of
administration of the Estate and Effects of the said —
Edward James, passing the Seal without first giving notice
to the said Stephen Popham, on Behalf and for the
Interest of this Respondent, and this Respondent did
soon afterwards that is to say, on the seventeenth day of
may following, file his allegations and did therein
allege and say that the said William Wynch had no
right or Title to the Estate of the said Edward James
for the following Reasons. —

First — Because this Respondent is the natural and Lawful
Brother of the said Edward James Deceased, and as such
hath obtained Letters of administration under the —
Seal of the Prerogative Court of Canterbury, under date the
second day of June, which was in the year of our Lord
One thousand Seven hundred and Eighty four, as by an
Exemplification thereof, under the Seal of the said —
Prerogative Court, under date the Eighteenth day of
January, which was in the year of our Lord one thousand
Seven hundred and Eighty Six, may appear a Copy whereof
is annexed to this Respondents said allegations marked A

Second — Because this Respondent had not any Brother
or Sister living at the time of the Death of his Brother
the said Edward James, and therefore was and is the
sole Representative in Law of his said Brother as by

the

the Copy of an affidavit of the said William James as also of adam Williamson and Samuel Cleveland — marked B annexed to the said allegations may — appear —

Third — Because Sophia James died during the life time of the said Edward James, without leaving any Estate or Effects belonging to her, or whereto she had any Right or Title whatever, independent of her Husband, the said Edward James, and therefore no Estate doth exist, as belonging to her, nor can any Letters of administration pass to represent the said Sophia James, no such representation being possible she having died a Femme Couverte —

Fourth — Because if the said William Wynch had any preferable right to this Respondent, by being Husband to Rhoda Wynch, the Sister of Sophia James who was the Wife of the said Edward James, he should not have permitted the said Robert Barclay who was neither of kin to or a Creditor of the said Edward James, to have administered to the Estate of the said Edward James, but should have opposed the same, and preferred his application as he hath no^w done instead of which the said William Wynch became one of the Sureties of the said Robert Barclay and thereby thereby relinquished all right to intermeddle with the said Estate, other than to preserve the same for the next of kin, or Creditors thereof, as a friend to the Deceased, in like manner as the said Robert Barclay had undertaken to do, he the said Robert Barclay having applied for Letters of — administration of the Estate and Effects of the said — Edward James, as his Friend and neither as next of kin or a Creditor, or as representing the next of kin or a Creditor —

Fifth — Because by suffering the said Robert Barclay to administer to the Estate of the said Edward James "in Toto" and without Reserve the said William Wynch acknowledged the Estate to have been in Edward James, in "Toto" which act, precludes his Claim as Husband to Rhoda Wynch, the Sister of Sophia James, who cannot have a right to any personal representation, while a personal — Representative of Edward James, in "Toto", existed, and was acknowledged countenanced, and supported as above stated by the said William Wynch for which reasons this Respondent by his said attorney, did pray that Letters of administration of the goods Chattles, and Credits, of the said Edward James unadministered by the said Robert Barclay might pass the

Seal

Seal of the said Mayors Court in favour of this —
Respondent as natural and Lawful Brother of the said
Edward James. —

To which said allegations, this Respondent
admits that the said William Wynch did put in an
answer admitting that he did in the manner setforth
therein, pray and apply in the Honble the mayors Court
at Madraspatnam, for Letters of administration of
the Estate and Effects of the said Edward James, in
right of his Wife Rhoda Wynch, Lawful Sister of
Sophia James, whom he stiled Widow and Relict of
the said Edward James, Deceased, and that this
Respondent did appear as in the said allegations
Setforth and did on that behalf, file a Caviat —
against the application of the said William Wynch
and afterwards did file the several allegations as
above setforth; — And the said appellant did
further in his said answer to the said allegations
pretend, that as the Mayors Court hath independent
Legal Powers as Kings Ordinary, such Powers could
not be controuled by the Prerogative Court of —
Canterbury, and that therefore as the appellant was

next

next Legal Representative within the Jurisdiction of
the mayors Court, he had the preferable right, —
pretending also that Sophia James survived Edward
James, and therefore that this Respondent could not
make oath, that the said Edward James died a —
Widower, and that Rhoda Wynch the Lawful Sister
of Sophia James, had a more preferable appearance
of right than this Respondent, pretending also —
that such right was not impeached by the —
sufferance given to Robat Barclay to administer to
the Estate of the said Edward James, and by the —
Petitioners being one of the Sureties for that purpose,
and praying thereupon that this Respondents —
Prayer might be rejected, and that the appellants
Prayer in Right of his Wife Rhoda Wynch might be
allowed, whereupon the Petitioner acknowledges that
Issue was Joined and without any further Proofs
than in the Proceedings the merits were heard on
Saturday the twenty seventh day of October which was
in the year of our Lord one thousand Seven hundred
and Eighty seven, when the mayors Court were pleased
to pronounce that Letters of administration of the Estate

and

and Effects of Edward James Deceased unadministered by Robert Barclay, should be granted to William Sydenham, the attorney of William James the Brother of the Deceased, on his giving good and sufficient Security and that William Wynch, should pay all Costs — From which Sentence of the said Mayors Court this Respondent admits, that the said William Wynch did appeal to the Court of appeals at Madraspatnam, and this Respondent by his acting attorney William Sydenham, did put in his answers thereto, and did among other things state that the Decree of the said Mayors Court, of the twenty Seventh day of October one thousand Seven hundred and Eighty Seven, was legal and just, for the reasons above setforth in this Respondents allegations, in the mayors Court as well as for the following among other Reasons,—

First——Because, that however distinct the authority and Controul of the mayors Court of Madras, may be over such Estate and Effects of Deceased Persons as are within Jurisdiction, nevertheless the Court must take Cognizance of external Proofs stated to the Court in Support of the Right to representation of Persons without its Jurisdiction else it might happen that a very distant relation of a Deceased, might by being within the Jurisdiction, enjoy the Possession if not the Property of an Estate, in preference to an Husband, Wife, Brother, or Sister, who might be out of the Jurisdiction, and therefore the right of William James, by his attorney William Sydenham, was legally recognized, by the Mayors Court, as being preferable to the Pretences, for representation, set up by William Wynch, as Husband to Rhoda Wynch, who is Sister to Sophia James, who is pretended to be the Widow of Edward James.—

Second——Because that where the greater Claim of Property is, there the preferable Right of Representation should follow, and it is well known that even the Event, which the appellant seeks to establish, namely the Survivorship of Sophia James, would give to the said Rhoda Wynch only a distributive Share with the other Sisters, or Brothers of the said Sophia James of the moity of the Estate, of the said Edward James, Whereas this Respondent, has clearly even in that Event one entire Moity, and should Edward James have

survived

survived Sophia this Respondent has a right to the whole of the Estate of the said Edward Games" — Because that the authentic Document, under which William Sydenham appears as attorney of this Respondent brought this Respondents Claim, as fully and unequivocally before the Mayors Court, as if this Respondent had appeared in Person, and as the said William Sydenham, is equally worthy of Credit with the said William Wynch, and hath moreover as appears by the records of the mayors Court, given full and unexceptionable Security to the amount of Eight thousand Star Pagodas in two Responsible Persons, for his duly performing the Duties of an administrator, there cannot exist an Objection, to the Sentence of the Mayors Court, and to their order of the Thirtieth Day of October last past, Copy whereof was annexed to this Respondents said answer, to the Petition and appeal of the appellant, but that the same ought, as this Respondent did contend, to be confirmed by the said Court of appeals, and that the Petition and appeal of the appellant, should be dismissed with

Costs

Costs to be paid by the said appellant, which Costs this Respondent did humbly contend, ought to be exemplary because the Conduct of the appellant is vexatious and litigious in the extreme, and avowedly intended to withhold the Property belonging to the Estate, amounting to the Sum of Forty thousand Pagodas and upwards in order to force this Respondent into a compromise to the appellants advantage —

This Respondent further saith that the said Petition and answer and the several Proceedings of the said Mayors Court, having come on to be heard and determined, on the ninth day of August last past before the said Court of appeals at Madraspatnam, they were pleased to confirm the Sentence of the said mayors Court of the twenty Seventh day of October one thousand Seven hundred and Eighty Seven, except that each party should pay his own Costs, in both Courts —

From which said Decree or Sentence of the said Mayors Court, and Court of appeals, the said William Wynch, hath appealed to your most Excellent Majesty in Council, pretending that he is aggrieved by the said Decree or Sentence of the said Court of appeals

But

But this Respondent saith that he hath no reason to consider himself aggrieved thereby for the reasons stated in this Respondents allegations, and answer to the said Petition and appeal.—

For which reasons and such others as may be offered at the hearing, this Respondent prays that your majesty in Council may be pleased to confirm the said Decrees of the Mayor's Court and the Court of appeals at madras as far as relates to the Right of Representation of the Estate and Effects of the said Edward James and that as far as relates to the Costs of the Proceedings, in this Cause, Your majesty in Council, may be pleased to order that the same be paid by the said appellant William Wynch, by reason of his vexatious Conduct as above stated.—

/Signed/

Stephen Popham

Attorney for Respondent

To the Honble Major General Sir Archibald Campbell K.B. &c

President in Council Fort St George —

In the Honble the
Court of Appeals

In the Kings ordinary of the Honble the Mayors Court at Madraspatnam.—

Between William James, the Natural and Lawfull Brother of Edward James, the Sole administrator, as such under the Prerogative Court, of the arch Bishop of Canterbury, of the Goods Chattles, and Credits, of the said Edward James, by his acting attorney — Lieutenant Colonel William Sydenham of the Corps of artilley of Fort St. George — aforesaid Proponent, and William Wynch of Fort St. George aforesaid Esq.r in Right of his Wife Rhoda Wynch, Lawfull Sister of Sophia James, Widow and Relict of the said Edward James Deceased, Opponent —

The Petition and appeal of the said William Wynch Opponent on the Behalf aforesaid.—

Sheweth—

That the said Honble the Mayors Court, did on Saturday the Twenty Seventh day of October last past, pass a Certain Judgement Order, Sentence or Decree, on the above matter in Contest and dispute between the above mentioned parties, whereby they did pronounce that Letters of administration de administered by Robert

Filed in my office
the 2. Novemb.r 1799
Charles N. Whish Esq.r

Barclay

Barclay Deceased to the Estate and Effects of Colonel Edward
James Deceased be granted to William Sydenham as the attorney
of William James the Brother of the Deceased upon his giveing good
and Sufficient Securety, From which said Judgement, order Sentence,
or Decree, your Petitioner did, on the thirty first day of the said
month of October, lodge an appeal to this Honble Court altho
your Petitioner Sheweth, that by his late Majestys Charter, now
in full force your Petitioner had fourteen days time to shew
Cause against the said Judgement, order Sentence, or Decree, and
therefore your Petitioner Saith, that from the day of passing
the same untill within fourteen days thereafter, the Proponent
could not, consistent with the said Charter, and the Course
and practice of the Court, thereupon, make any motion to
put in force the said Judgement order Sentence or Decree, Because
the Liberty granted and allowed by the said Charter to appeal
from the Judgement, order, Sentence, or Decree, of the said Court
doth extend to fourteen days, from the passing of such Judgement
order, Sentence, or Decree, and doth during that time Operate
as a suspension or coercion of the Right and power awarded,
and adjudged thereby and therefore, it is the Course and
Practice of the said Court not to enforce their Judgement,
Order, Sentence, or Decree, untill fourteen days are expired,
without any appeal being made therefrom, notwithstanding
which premisses, your Petitioner Sheweth, that the said
Proponent, did on the Tuesday following, To Wit, on the thirtieth
of the said Month of October, three days only after the passing
the aforesaid Judgement order, Sentence, or Decree, pray that the
Same

Same might be enforced, and put into execution, by appearing
by his Proctor, and informing the said Mayors Court, that the
Estate of the said Lieutenant Colonel Edward James, did
amount to about Forty thousand Pagodas, and did offer for
his Securities Sir John Menzies Baronet, and George Moubray,
of Fort Saint George Merchant, and did thereupon pray, that
Letters of administration, might pass the Seal, in favor of
Lieutenant Colonel William Sydenham, as attorney of William
James, the Brother of the Deceased, according to the aforesaid
order of Court, referred, to Wit of the Twenty Seventh Instant
and your Petitioner Sheweth that he did by his Proctor object
to Letters of administration then passing the Seal, to Estate
of the said Edward James, because the Fourteen days allowed
by his Majesty's Charter, for lodging an appeal from any
Judgement, Sentence, order, or Decree, of the said Court were
not expired, which objection your Petitioners said Proctor
did enforce by Quotations, from the Charter, and Precedents,
of Practice of the said Court; Nevertheless Your Petitioner
Sheweth, that the said Mayors Court, did order that
Letters of administration, should pass the Seal upon the
above Securities, being given, as may appear by an Extract
from the proceedings of the Kings Ordinary, of the said
Court, dated Tuesday the thirtieth day of October One
thousand Seven hundred and Eighty Seven accompanying
this his Petition and appeal, By which said Order your
Petitioner doth conceive himself aggrieved, as the same doth
in fact, tend to depriv- him of the Benefit, and advantage

as

as well as the preveledge allowed him by Charter of appealing from the Judgement, order, Sentence, or Decree of the said Court of the Twenty Seventh of October aforesaid, for granting of Letters of administration, to the said William Sydenham, as attorney to William James, to the exclusion of your Petitioner. Because altho your Petitioner hath appealed to this Honble Court, from the said Judgement, order, Sentence, or Decree of the said twenty Seventh of October, he is compelled to appeal from the aforesaid order of the thirtieth of October as also by reason of Letters of administration, being peremptorily ordered to pass the Seal, and to prevent the injuries, and Mischiefs that would happen, and befall to the Estate of the said Edward James, as well as to your Petitioner personally in the event of the said William Sydenham, availing himself of the said order, by taking out Letters of administration.

And your Petitioner conceives that the said Mayors Court could not according to the Course of the Court, put the Judgement, Sentence, or Decree, of the Twenty Seventh in execution, within fourteen days after passing the same, in the manner they have, by their Order of the thirtieth of the same month, Because by the appeal lodged by your Petitioner on the thirty first of the said month of October from the said Judgement of the Twenty Seventh, the proceedings upon which the same is founded and the Judgement &c itself are legally removed from the mayors Court, to this Honble Court, and of Course the order of the thirtieth grounded upon the said

Judgement

Judgement of the Twenty Seventh cannot be effectual, nevertheless your Petitioner, Sheweth that the said William Sydenham hath as your Petitioner hath been informed, taken measures to obtain Letters of administration, out of the said Mayors Court, in consequence of the said order of the thirtieth of October aforesaid, and your Petitioner hath reason to believe that he hath actually obtained the same, and is now in possession thereof, and that the said William Sydenham doth threaten, and give out, that he will by virtue thereof, act in the administration, of the said Estate of the said Edward James, by collecting the same, and Commencing actions, and otherwise, altho your Petitioners Proctor hath given due notice to Stephen Popham the said William Sydenhams Proctor, of the aforesaid appeal, on Behalf of your Petitioner, from the said Judgement, Order, Sentence or Decree, of the Mayors Court, of the twenty Seventh of October aforesaid, and notwithstanding official notice of the said appeal hath been given to the Register of the Mayors Court.

And your Petitioner sheweth, that for as much as the said Proceedings between your Petitioner and the said Proponent, and the Judgement, Order, Sentence, or Decree thereupon, have been removed by your Petitioner by appeal to this Honble Court, your Petitioner is without all remedy in the said mayors Court, as your Petitioner cannot under these Circumstances, move the said Court for the said Proponent to bring in the said Letters of administration, and deposit the same in the said Mayors Court if he hath obtained

the

the Same or that he may be enjoined from ifsuing out the same pending the matter in Contest, between your Petitioner, and the Proponent, and untill the same shall be determined by due Course of Law, your Petitioner doth therefore pray the said Order of the Mayor's Court of the thirtieth of October last past, that Letters of administration may pass the Seal in favor of William Sydenham, as the attorney of William James, the Brother of the said Edward James, may be reversed, and that the said William Sydenham, may be ordered and directed to bring into and leave in this Honble Court, the Letters of administration to the Estate of the said Edward James, by him obtained, according to the said Order, if he hath ifsued out the same or that he may be enjoined by this Honble Court from ifsuing out Letters of administration to the Estate of the said Edward James as attorney, to the said William James, or otherwise pending the matters in Contest, between the Proponent, and your Petitioner, and untill the same shall be finally determined by due Course of Law, and that this Honble Court will grant unto your Petitioner, such further and other relief, in the Premisses, as to them may Seem meet, and that the Proponent may pay all Costs of this appeal, and also all Costs in the Mayor's Court.

/Signed/
Henry Dupuy
Solicitor for the appellent

Extract

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 30th. day of October Anno Domino 1787.

Present

James Call Esquire Mayor
Edward Garrow & Andrew Rofs
Aldermen

Mr. Stephen Popham Proctor, for William James, by his acting attorney William Sydenham, appears, and acquaints the Court that the Estate of Lieutenant Colonel Edward James Deceased, will amount to about Pagodas 40000 Expected, and offers for his Securety's Sir John Menzies Baronet, and George Moubray of Fort St. George Merchant, and prays that Letters of administration, may pass the Seal in favor of Lieut. Colonel William Sydenham, as the attorney of William James, the Brother of the deceased according to the order of Court of the 27th. Instant, - Mr. Henry Dupuy Proctor for Mr. William Wynch, objects to Letters of administration passing the Seal, to the Estate of Colonel Edward James, because the fourteen days allowed by his Majestys Charter, for Lodging an appeal, from any Sentence order, or Judgement of this Court are not expired. The Court having taken the same into Consideration Ordered that Letters of administration do pass the Seal upon the above Securities being given.

A true Extract
/Signed/
James Taylor
Regr.

To

To the Honble Major General Sir Archibald Campbell K.B.
President in Council Fort Saint George -

In the Honble the
Court of Appeals

Between William James the Natural and
Lawful Brother, of Edward James, the sole
administrator, as such, under the Prerogative
Court of the arch bishop of Canterbury,
of the Goods, Chattles, and Credits of the
said Edward James, by his acting attorney,
Lieutenant Colonel William Sydenham,
of the corps of artillery of Fort St George -
aforesaid Proponent, and William Wynch
of Fort St George Esquire in Right of his
Wife Rhoda Wynch, Lawful Sister of
Sophia James, who is stiled Widow and
Relict of the said Edward James -
Deceased, apponent -

The answer of the said William James by his acting
attorney William Sydenham to the Petition and appeal
of William Wynch -

This Respondent admits that
the Honble the Mayors Court at Madraspatnam, did on
Saturday the Twenty Seventh day of October last past, pass a
certain Judgment, order, Sentence, or Decree, in the above
matter in Contest and dispute, between the above -
mentioned Parties, whereby they did pronounce that Letters

of

Filed in my Office
the 21 June 1788
Charles Whitear

of administration unadministered by Robert Barclay
Deceased to the Estate and Effects of Colonel Edward James
Deceased, be granted to William Sydenham as the acting -
attorney of his Respondent, the Brother of the Deceased -
upon his giving good and Sufficient Security from which
said Judgment, order, Sentence, or Decree, this Respondent
admits that the said William Wynch died on the thirty -
first day of the said month of October Lodge an appeal to
this Honble Court, this Respondent also admits that he
died on the Thirtieth days of the said month of October, pray
the said Mayors Court, that their Judgement, order, Sentence,
or Decree, might be enforced, and put into Execution, by
appearing by this Respondents Proctor, and informing
the said Mayors Court, that the Estate of the said Lieutenant
Colonel Edward James, amounted to about Forty thousand
Pagodas, and by offering for his Securities Sir John -
Menzies Baronet, and George Moubray of Fort Saint George
merchant, and by praying thereupon that Letters of -
administration might pass the Seal, in favor of Lieutenant
Colonel William Sydenham, as the acting attorney of this
Respondent, the Brother of the deceased, according to the
aforesaid order of Court of the Twenty seventh of the said
month of October, this Respondent also admits that the Proctor
of the said William Wynch did object to Letters of -
administration then passing the Seal, to the Estate of the
said Edward James, because he pretended that the fourteen
days allowed by his Majestys Charter for lodging an -

appeal

appeal from any Judgment Sentence Order or Decree of the said Court were not expired notwithstanding which this Respondent Saith that the said Mayors Court, were pleased to order, and did accordingly order, that Letters of administration, should pass the seal upon the above Securities being given, from which said order of the said Mayors Court the said William Wynch did appeal to this Honble Court of appeals, under pretence that he was aggrieved thereby, but this Respondent doth humbly insist that the said order was according to the Principles of Law, and Reason, and therefore ought to be affirmed by this Honble Court of appeals for the following Reasons—

First --- Because the Right of administration having been determined in favor of this Respondent, and this Respondent having tendered adequate Securities for the due administration thereof, the sooner such Judgment was put in execution by issuing the Letters of administration in question the sooner the Estate of the said Edward James should be relieved from the injury under which it before labored for want of a Legal Representative—

For which Reasons as well as for such others as may be given at the Hearing of this Cause, this Respondent prays that the said order of the Mayors Court of the thirtieth day of October which was in the year of our Lord one thousand Seven hundred and Eighty seven may be affirmed and the Petition and appeal of the appellant be dismissed with Costs to be paid by the appellant—

/Signed/ Stephen Popham
Proctor for Respondent

Court of Appeals
at
Madraspatnam

Saturday the 9th August
Anno Domini 1788.

Between William Wynch in right of his Wife Rhoda Wynch appellant and William James by his attorney William Sydenham Respondent—

The appellants Petition and the Respondents answer coming on to be heard and debated before this Court by the attornies on both sides, upon the said Petition of appeal and answer together with the order of the Honble the Mayors Court, on Tuesday the 30th day of October anno Domini 1787, upon due Consideration had of the matters therein severally Contained, and of the Pleadings and arguments made use of by the attornies on both sides, this Court doth think fit to order and doth accordingly Order that the Respondent do return into the Honble the Mayors Court, the Letters of administration, by him obtained as attorney to William James, to the Estate of Edward James Deceased, unadministered by Robert Barclay deceased, under the said order of the Mayors Court of the 30th of October 1787. as being unduely obtained by him, from that Court as the same were issued before the expiration of 14 days from the 27th of October in the aforesaid year, on which day the said Court pronounced in favour of the prayer of the said Respondent to have Letters of administration

granted

granted to him on the behalf aforesaid and that each party do pay his own Costs —

Fleur.

/Signed/ Chas. N. White
Clk.

To the Kings most Excellent Majesty in Council —

Between William James the natural and Lawfull Brother of Edward James the Sole administrator as such under the Prerogative Court of the arch — Bishop of Canterbury, of the Goods Chattels and Credits of the said — Edward James by his acting attorney Lieutenant Colonel William Sydenham of the Corps of artillery of Fort St. George aforesaid Proponent, and William Wynch of Fort St. George Esquire in Right of his Wife Rhoda Wynch Lawfull — Sister of Sophia James, who is stiled widow and Relict of the said Edward James Deceased, Opponent —

The Humble Petition and appeal of the said William James by his acting attorney William Sydenham —

Most Humbly Sheweth —

That the Honble the Mayors Court at Madraspatnam did on Saturday the Twenty Seventh day of October which was in the year of our Lord One Thousand Seven hundred and Eighty Seven pass a certain Judgment Order Sentence or Decree in the above matter in contest and dispute between the above mentioned Parties whereby they did — Pronounce that Letters of administration unadministered

Filed in my Office the 22. August 1788 Charles N. White Clk

by

by Robert Barclay deceased to the Estate and Effects of Colonel Edward James deceased, be granted to William Sydenham, as the attorney of your Petitioner, the Brother of the deceased upon his giving good and Sufficient Security From which said Judgment order Sentence or Decree, your Petitioner sheweth, that the said William Wynch did on the Thirty first day of the said Month of October lodge an appeal to the Honble the Court of Appeals at Madraspatnam; your Petitioner further Sheweth that he did on the Thirtieth day of the said month of October, pray the said Mayors Court, that their said Judgment order Sentence or Decree, might be enforced and put into execution, by informing the said Mayors Court by his Proctor, that the Estate of the said Lieutenant Colonel Edward James, amounted to about Forty thousand Pagodas, and by offering for his Securities Sir John Menzies Baronet, and George Moubray of Fort Saint George Merchant, and by praying thereupon that Letters of administration, might pass the Seal, in favor of Lieut Colonel William Sydenham, as the acting attorney of your Petitioner, the Brother of the deceased, according to the aforesaid order of Court, of the Twenty Seventh of the said Month of October; your Petitioner further Sheweth, that the Proctor of the said William Wynch, did object to Letters of administration, then passing the Seal to the Estate of the said Edward James, as the fourteen days allowed by his Majestys Charter for lodging an appeal from

from any Judgment Sentence, Order, or Decree, of the said Court, were not expired, Notwithstanding which your Petitioner Sheweth, that the said Mayors Court were Pleased to order and did accordingly order that Letters of administration, should pass the Seal upon the above Securities being given, as by the said order of the said Mayors Court annexed hereunto marked A and prayed by your Petitioner to be taken as part of this his Petition, and appeal, may appear, From which said order of the said Mayors Court, the said William Wynch, did appeal to the said Court of Appeals, under Pretence that he was aggrieved thereby. To which said Petition, and appeal your Petitioner by his said acting attorney filed an answer, and did therein humbly insist, that the said Order was according to the Principles of Law, and Reason and therefore ought to be affirmed by the said Court of Appeals for the following among other Reasons.—

First — Because the Right of administration having been determined in favor of your Petitioner, and your Petitioner having tendered adequate Securities, for the due administration thereof, the Sooner such Judgment was put in execution, by issuing the Letters of administration in question, the Sooner the Estate of the said Edward James, would be relieved from the injury, under which it before labored for want of a Legal Representation —

Your

Your Petitioner sheweth that the said Petition, and Answer, came on to be heard and determined on the ninth day of this Instant, August by the said Court of appeals, who were pleased to Order and Decree, and did accordingly Order, and Decree, that your Petitioner do return into the said Mayors Court the said Letters of administration, by him obtained, and that each Party Pay his own Costs, as by the Decree, of the said Court of Appeals hereunto annexed marked B for the Inspection of your most Excellent Majesty in Council may more fully appear.

From which said Decree or Order of the said Court of appeals your Petitioner most humbly appeals to your most Exellent Majesty in Council, as he conceives the same Erroneous, and that your Petitioner, is much aggrieved, and injured thereby, for the reasons assigned in your Petitioners answer to the Petition of the said William Wynch, and for the following among other Reasons

Because your Petitioner by his said attorney, hath executed his Bond to the said Mayors Court, with Securities, approved by the said Court, and in the Penalty of Eighty thousand Star Pagodas, for the due performance of the Duties of an administrator, which Bond remains on Record in the said Court and your Petitioner by his said attorney is liable to the said amount, as well as bound by his Oath as administrator, to perform such Duties, which Duties, the said Order of the said Court of appeals will prevent your Petitioner, from performing by keeping still in controversy, the said Right of administration, and in consequence, withholding from your Petitioner the possession or right of collecting the property of the said Estate, which from its nature and extent may suffer considerably, in consequence thereof.

For which Reasons as well as such others as may be offered at the hearing, your Petitioner prays, that your most Excellent Majesty in Council, will be pleased to confirm, the said Order of the Mayors Court, of the Thirtieth day of October, which was in the year of our Lord one thousand Seven hundred and Eighty Seven, and that the said William Wynch may be Decreed, to pay the Expense of this appeal, as well the one to the Court of appeals at Madras.

/Signed/

Stephen Popham

Solicitor for appellant

Pet. 5

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall at Madraspatnam on Tuesday the 30th. Day of October Anno Domini 1787—

Present
James Call Esquire Mayor
Edward Garrow Sir John Menzies &
Andrew Ross Aldermen

Alderman Sir John Menzies being interested goes off the Bench.

Mr. Stephen Popham Proctor for William James, by his attorney William Sydenham, appears, and acquaints the Court, that the Estate of Lieutenant Colonel Edward James Deceased, will amount to about Pagodas 4,000 and offers for his Securitys, Sir John Menzies Baronet, and George Moubray of Fort Saint George Merchant, and prays that Letters of Administration may pass the Seal in favor of Lieutenant Colonel William Sydenham, as the attorney of William James, the Brother of the Deceased, according to the Order of Court of the 27th. Instant, Mr. Henry Dupuy Proctor for Mr. William Wynch Objects to Letters of Administration passing the Seal to the Estate of Colonel Edward James because the fourteen days allowed by his Majestys Charter, for lodging an appeal from any Sentence Order, or Judgement, of this Court, are not expired, the Court having taken the same into Consideration — Ordered that Letters of administration do pass the Seal upon the above Securitys being given—

A true Extract
/Signed/
James Taylor
Regr

Court of Appeals
at
Madraspatnam

Saturday the 9th. August
Anno Domini 1788.

Between William Wynch in Right
of his Wife Rhoda Wynch appellant,
and William James by his attorney
William Sydenham Respondent—

The appellants Petition and the Respondents answer coming on to be heard and debated before this Court by the attornies on both sides, upon the said Petition of Appeal and answer, together with the Order of the Honble the Mayors Court, on Tuesday the 30th. day of October anno Domini 1787 upon due Consideration had of the matters therein severally Contained, and of the Pleadings and arguments made use of by the attornies on both sides, This Court think fit to order and doth accordingly

accordingly order that the Respondent do return into the Honble the Mayors Court, the Letters of administration by him obtained as attorney to William James, to the Estate of Edward James Deceased, unadministered by Robert Barclay deceased, under the said Order of the Mayors Court of the 30th. of October 1787, as being unduly obtained by him from that Court as the same were issued before the expiration of 14 days from the 27th. of October in the aforesaid year, on which day the said Court pronounced in favor of the prayer of the said Respondent, to have the Letters of administration granted to him on the Behalf aforesaid and that each party do pay his own Costs.

Mour

/Signed/

Charles D. White
Clk.

To the Honble Major General Sir Archibald Campbell K. B. President in Council

Fort Saint George

In the Court of appeals at Madraspatnam

Between William Connor of Madras Complainant and the Reverend John Philips Fabricius English Missionary at Wepprey Defendant.—

The Humble Petition and appeal of the above named Defendant.—

Sheweth—

That the above named Complainant died on the twenty first day of December which was in the year of our Lord one Thousand seven hundred and Eighty seven, exhibited and file a Bill of Complaint against your Petitioner for the recovery of the sum of two thousand three hundred and sixty four Pagodas, current money of Madras, to which said Bill of Complaint, your Petitioner by his attorney Mr. Pullein Spencer, did appear, and fully intended to put in an answer thereto, as he had very sufficient grounds so to do, but to avoid litigation and the expence attendant

Filed in my Office the 2d. June 1788
Charles D. White Clk

attendant upon a Suit at Law which your Petitioner could but ill afford, your Petitioner thought it better, if possible, to settle matters amicably, and for that purpose did propose a mode of settlement, with the Complainant and the same was as your Petitioner had reason to hope about to take place, when to his surprise he was arrested by a warrant obtained by the Complainant and committed to Jail where he remained until the sixteenth day of May last, That your Petitioner while in Jail offered — several Persons of Credit, and reputation for his — personal appearance, all of whom were objected to — by the abovenamed Complainant, till at length on the said sixteenth day of May last the said Complainant accepted Bail and caused your Petitioner to be released; Your Petitioner further Sheweth unto this Honble Court that on the Tuesday following, being the Seventeenth day of the said Month of May, the attorney for the Complainant, insisted on an answer being given in or that a decree or Judgment might pass against your Petitioner, to which your Petitioners attorney, the said Mr. Pullien Spencer objected, and prayed a further Time of one week for the delivery of your Petitioners answer assigning as a Reason that your

Petitioner had only been released from prison a few days, and had not been able to prepare materials for his answer, yet the Honble the Mayors Court thought proper to grant a Decree or Judgment against your Petitioner, as will more fully appear by an extract from the minutes of the Honble the Mayors Court, hereunto annexed for your Honor &c. inspection, by which said order, and Decree your Petitioner, does consider himself much aggrieved, and doth therefore appeal therefrom unto the Judgment of this — Honble Court and humbly prays that the said order of — Honble the Mayors Court may be reversed for the — following among other Reasons —

First Because your Petitioner while in confinement, had none of his papers, or accounts with him, and was otherwise prevented by the ~~anxiety~~ anxiety of mind he laboured under to prepare such materials as were necessary to furnish his attorney with to enable him to put in an answer to the said Bill of Complaint —

Secondly Because if your Petitioner had obtained the indulgence of the Honble the mayors Court for the short Time he prayed to answer the said Bill of Complaint he has no doubt he should have been able to shew to the —

Honble

Honble Court such Reasons for their not allowing or at least, modifying their said decree as could not but prove effectual.—

and thirdly because the sum Decreed to be paid by your Petitioner is really much more than what your Petitioner owes to the Complainant and your Petitioner will be for ever debarred from any relief therefrom unless he obtains that Relief from this Honble Court whose province as well as practice it has ever been, to soften the rigors of the Court below, and to enable all its Suitors to obtain substantial Justice.—

For which Reasons amongst the many others that may be offered your Petitioner humbly Prays that this Honble Court will be pleased to reverse the said order or Decree of the Honble the Mayors Court with Costs and grant to your Petitioner, such Time to put in his answer to the above named Complainants said Bill of Complaint as to this Honble Court shall seem meet.—

/Signed/

James Stuart Hall

Attorney for the appellant—

Extract

Extract from the Minutes of a Court held at the Town Hall on Tuesday the 20th. day of May Anno Domini 1783—

Present

Edward Garrow Esquire Mayor

Robert Ewing — Vincentio Corbett

and

Andrew Rofs — Aldermen

William Conner

vers

John Philip Fabricious

The attorney for the Complainant produces to the Court a Certificate from the Register setting forth that the usual Rules have issued for the Defendant to answer the Complainants Bill which he has neglected doing, he therefore prays that a Decree may now pass, to which the attorney for the Defendant objects by reason that his Client was only released a few days from prison and has not been able to prepare materials for his answer, he therefore prays a further time of one Week may be allowed him — The Court having taken the same into Consideration Ordered that a decree do pass—

It appearing by the Records of this

this Court that the usual Rules have issued for the — Defendant to answer the Complainants Bill which he has neglected doing This Court do therefore think fit to Order and decree and doth accordingly Order and decree that the Defendant shall pay unto the Complainant the full and Just Sum of two thousand three Hundred and sixty four Pagodas/ Pag.s 2364 together with all such Interest as now is a shall hereafter become due thereon until full Payment is made also all Costs of this Suit —

A true Extract

A true Copy /Signed/

James Stuart Hall James Taylor
Reg.r

attorney for the appellant

Court

Court of Appeals
at
Madraspatnam } ss Saturday the 9.th August
Anno Domini 1788 —

Between John Philip Fabricious English Missionary of Wipery appellant and William Conner of Madras Respondent —

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides, upon hearing the Petition of appeal, and the several Exhibits of the Honble the Mayors Court, together with the Decree of the said Court given in this Cause, on Tuesday the 26.th day of May, anno Domino 1788, Upon due Consideration had of the matters therein severally Contained, and of the Pleadings and arguments, used by the attornies, on both sides, This Court doth think fit to order and decree, and doth accordingly order and decree, that the said Decree of the Honble the Mayors Court do stand affirmed, and that the appellants Petition be hence Dismissed with costs —

Test /Signed/ Chas N. White Actg

To

To the Honble Sir Archibald Campbell K.B.

President & Governor in Council of

Fort Saint George

In the Honble the Court of Appeals }

Between Henry Summons — administrator to the Estate and Effects of Lieutenant Charles — Summons deceased by his attorney Captain Corneluis Grant Complia- nant and John Colin Tonyn. — Defendant —

The Petition and appeal of the above named Defendant

Sheweth —

That the above named Henry Summons, as the pretended administrator, to the Estate and Effects of Lieutenant — Charles Summons, deceased did by his attorney Captain Cornelius Grant, exhibit and file his Bill of Complaint in the Honble the majors Court, at Madraspatnam on the ninth Day of June, which was in the year One thousand seven hundred and Eighty seven, wherein he stated that he the said Complainant, had obtained Letters of administra- tion, to the said Deceased, Lieutenant Charles Summons, as

Filed in my Office the 22d June 1793
Charles A. Whiteside

as next of kin and was therefore well entitled unto and did under and by Vertue of the said Letters of administration, so obtained, Claim the whole of the Property, of the said deceased, and demanded it from your Petitioner, whom the said Complainant charged as having possessed himself of it, and which he alledged he refused to deliver, and did further in, and by his said Bill of Complaint, pray that all the Effects of the said deceased in the Hands of your Petitioner might be — delivered up to him, and that your Petitioner might account with, and pay to the said Complainant such Sum or Sums of Money, as might have been received upon, or on account of the disposal, of the said Effects with Interest, your Petitioner further Sheweth, that on the nineteenth day of the said Month of June he duly proved the last Will of the said Deceased Lieutenant Charles Summons, before the Kings Ordinary in the Honble the Mayors Court, wherein he, your Petitioner was appointed Executor, and residuary Legatee, and the usual Rules having issued for him to answer the said Bill of Complaint, he did accordingly file his Plea and answer to the same wherein he pleaded the

said

said Last Will of the said deceased so proved as aforesaid in Car to so much and such part of the said Bill of Complaint as went to make your Petitioner accountable to the said Complainant, as administrator to the said deceased Lieutenant Charles Summons, and prayed Judgment thereupon, that the said Bill of Complaint should be dismissed with Costs, and for answer to the Residue of the said Bill your Petitioner did admit, that he had possessed himself of the Effects of the said deceased in manner and Form as charged and set forth in and by the said Bill of Complaint, that he so possessed himself of the said Effects under and by virtue of the said Will, and could not be called upon by the Complainant, to give any account of the same to him as administrator, your Petitioner having a preferable Right, under the will, your Petitioner further prays leave, to state to this Honble Court, that the said Complainant did file a Replication, to the said Plea and answer, wherein he allowed the preferable Right, of your Petitioner to the Sole and entire possession of the Estate and Effects of the said deceased, and prayed that your Petitioner might be decreed

decreed to pay all Costs and Charges, incurred by the said Suit, to which your Petitioner, did file a general Rejoinder, and issue having Joined on the above Proceedings, the said Cause was set down for hearing and did accordingly come on to be heard, on Tuesday the Tenth day of June, in this present year one thousand seven hundred and Eighty Eight, when the said Honble the Mayors Court was pleased to order and decree, and did accordingly order, and decree, that the Complainants said Bill of Complaint, should stand dismissed, and that the Defendant) your Petitioner) be taxed with treble Costs of suit, for his Litigeousness, as appears by a copy of the said Decree annexed, from which Decree, of the said Honble the mayors Court so made and passed as aforesaid, your Petitioner prays leave to appeal, to this Honble Court, of appeals as Erroneous, and oppressive, so far as respects the Costs decreed for the following among other Reasons

First — Because there is a manifest Contradiction upon the Face of the said Decree, in dismissing the Complainants Bill, thereby declaring there had not been any real Cause of action, and in taxing the Defendant, your

Petitioner

Petitioner) with treble Costs for Litigeousness, when it appeared he only defended himself from an unjust and vexatious Suit.—

Secondly. Because the Defendant being an Executor is by Law exempted and cannot be decreed to pay Costs.—

Thirdly — Because the Costs are erroneous, and excessive, and not warranted by any Proceedings, in the Cause, a — Defendant can set-dem-or ever, be Considered as Litigious, particularly where he is Defendant to an ill founded action, like the present, where he was — bound to protect the Estate, for the Benefit of those Concerned, and where had he omitted to defend himself a Judgment had gone against him.—

Fourthly — Because the charge of Litigeousness and the — consequential Costs in fact apply to the Complainant, who should have dismissed his own Bill, when the will was proved, such Probate, being a Complete Bar to his Claim, or at least should not have filed a Replication and thereby incurred an unnecessary Expence.—

Fifthly — Because the Complainant does not either in his Bill, or his Replicatson, pray for more than single Costs, and therefore the said Honorable the —

Mayors

Mayors Court ought not to have gone farther as such excessive Costs being decreed on a Defendant, amount to nearly a prohibition, and deter him from asserting, or defending his Right.—

For all which Reasons and for such other as may be — adduced, at the hearing of this Cause, your Petitioner — humbly prays, that the said Decree of the said Honble the Mayors Court so made and passed in this Cause may be reversed, so far as respects the taxing your Petitioner with treble Costs, that the Complainant do pay the Costs of the Suit, in the said Honble the mayors Court as also the Costs of this Petition and appeal.—

/Signed/
Peullien Spencer
Solicitor for appellant

Mayors

Mayors Court
at
Madraspatnam

Tuesday the 10th day of June
Anno Domini 1788
Present
Edward Garrow Esquire Mayor
Sir John Menzies & Andrew Rofs
Aldermen:

Between Henry Summons administrator to the Estate and Effects of Lieutenant Charles Summons Deceased by his attorney Captain Cornelius Grant Complainant and John Colen Tonyn a Major in the Honble Companys service Defendant

This Cause coming on to be heard and Debated this day in the Presence of the attornies, on both Sides, on Reading the Complainants Bill, with Copies of several Exhibits annexed marked A. B. C. D. E. F. & G. The Defendants Plea and answer, with an Exhibit annexed The Replication, The General Rejoinder. on Hearing the Pleadings made use of, by the Attornies, and on due Consideration had thereon This Court doth think fit to Order and Decree and doth accordingly order and Decree, that the Complainants Bill do Stand Dismissed and Its further ordered and Decreed that the Defendant be taxed with Treble Costs of Suit for his Litigiousness

Exr
(Signed)
James Taylor
Regr

To the Honble Sir Archibald Campbell K. B.
President & Governor in Council of
Fort Saint George
In the Honble the Court of Appeals

Between Henry Summons administrator to the Estate, and Effects of Lieutenant Charles Summons Deceased, by his attorney Captain Cornelius Grant Complainant, and John Colen Tonyn Defendant

Filed in my Office
the 18. July 1788
Charles D. Whitelaw

The Answer of the above named Complainant to the Petition and appeal of the said John Colen Tonyn Defendant

This Respondent by his said attorney for answer

to

to the said Petition and appeal or unto so much thereof as he his advised, is material and Necessary for him to make answer unto, answereth, and Saith, that he admits he did by his attorney Captain Cornelius Grant, on or about the ninth day of June, which was in the year of our Lord one thousand Seven hundred and Eighty Seven, file his Bill of Complaint, in the Honble the Mayors Court at Madraspatnam, against the said appellant, which said Bill this Respondent saith, was in the Nature of a Bill of Discovery, and to Compel the said appellant, to account for Property, he had taken Possession of, belonging to the said Charles Summons Deceased, and which said Property, as will appear by several Letters, written by the said appellant, and annexed as Exhibits to this — Respondents Bill of Complaint, he the said appellant had Repeatedly Promised, to deliver over the Possession of, to this Respondent, which Repeated Promises it was which alone induced this Respondent to take the Steps he did against the said appellant, and which he deemed himself under a necessity of doing upon finding that the said appellant, notwithstanding his frequent, and Repeated Promises, to account for and deliver over the —

Property

Property he had in his hands, entirely neglected so to do or to come to any Settlement whatever, This Respondent further Sheweth, unto this Honble Court, that after he had been reduced to the necessity of filing his said Bill of Complaint, against the said appellant, he the said appellant, Produced a paper writing, which he called a will, said to be made by the said Charles Summons Deceased, in his life time, in favor of the said appellant, but which he had never made the least mention of, Previous thereto, and after proving the hand writing, thereof, in the said Mayors Court, but without ever having taken Out Letters of administration, or Executor, thereto, he the said — appellant, put in his Plea and answer to the said Bill of Complaint, so filed against him by this Respondent as aforesaid, and notwithstanding he had so Repeatedly Promised to deliver over to this Respondent, the Property which was in his hands belonging to the said Charles Summons deceased, — without ever having once adverted to any Will he Pretended to have in his Possession, he the said — appellant, by his said Plea and answer set up the said

Will

Will as a Bar to the several matters and things Contained and setforth in this Respondents Bill of Complaint, — Claiming by Vertue thereof a Superior Right to have, and Possess himself of the said Effects of the said Charles Summons deceased, to which said Plea and answer this Respondent, did by his said attorney file his — Replication, stating that he could not have Supposed it Possible for the said appellant to have been in — Possession of a Will, or any paper writing of a Purport Similar thereto from the said Charles Summons — deceased, as he the said appellant, had never intimated or Suggested, the same when applied to as he Repeatedly was by this Respondent, to deliver over the Effects of the said Charles Summons as will appear by the — several Exhibits before mentioned as being annexed to this Respondents Bill of Complaint, and to which this Respondent Particularly solicits the attention of this Honble Court, this Respondent by his said attorney, in and by his said Replication further Stated, that it was not his wish or Intention to dispute the Validity of the said Will, or the Right — which the said appellant Claimed by Virtue thereof to

to the Property of the said Charles Summons deceased, and that had the said appellant, urged and produced the said Will at first, instead of giving this Respondent every reason to believe, it was his intention to pay whatever money was in his hands, and deliver up the Effects he this Respondent, would have immediately with held any further application, or Importunities for the same, and therefore this Respondent hoped, that as the Expences of the Suit had been entirely owing to the Perverse, and unaccountable Conduct of the said appellant, in not bringing forward the said Will, when first he had been applied to, that the said Honble Court would be Pleased to — Order and decree, all Costs, and Expences which hath been incurred in Consequence, of the said appellants Conduct, should be paid by the said appellant to which said Replication, the said appellant filed his Rejoinder, and upon the above Proceedings this Respondent admits, that the said Cause was set down to be heard on Tuesday, the tenth day of July last by and before the said Mayors Court, who were pleased to order and Decree that the said Respondents, said

Bill

Bill of Complaint, should Stand dismissed, and that the appellant be taxed with Treble Costs of Suit, for his Litigiousness; By which Decree of the said Mayor's Court, this Respondent contends, that the said appellant hath not been injured in any respect whatever.—

First— Because the said appellant by his repeated Promises to pay to this Respondent, whatever money he had in his hands, belonging to the said Charles Summons, and to deliver over the Property, was himself the Sole Cause, of the Bill being filed against him, therefore that the said appellant, cannot be Justified, in terming that an unjust and vexatious Suit, which his own perverse and unaccountable Conduct, alone had Occasioned the Necessity of instituting.—

Second— Because the Defendant not having taken the Oath and procured a Probate of the Will of the said Charles Summons, is not in Law an Executor, and that allowing him to be so, his Claiming as residuary Legatee, under the said Will, Prevents his being Considered, in the Light of an Executor only, and as such exempted from Costs,— besides which, his appearing before this Honble Court as Defendant altho' he was an Executor, renders him liable to Costs.—

Thirdly— Because it would not have been usual, for this Respondent to have made a Prayer for the Dismission of his own Bill, and Because had he not filed a Replication, it would have been a full admission, of the said appellants Plea and answer, and Costs would have been given against this Respondent of Course.—

Fourthly— Because altho' this Respondent, did not Pray exemplary Costs, it entirely rests with the Court to award them, and because the said appellant, hath by his Conduct shewn himself, so wantonly Litigious by repeatedly Promising to deliver over the Effects of the said Charles Summons to this Respondent, and then bringing forward the aforesaid Will, and Claiming such Property, as his own right, that this Respondent hopes this Honble Court of appeals, will be of opinion that the Decree of the said Mayors Court, ought to be affirmed.—

For all which Reasons, and such others as may be offered at the hearing, this Respondent Prays that the Judgment of the Mayors Court, may be affirmed with exemplary Costs, to be paid by the appellant, for the Litigious Conduct, in the first instance and his very vexatious

Vexatious appeal from the Decree of the Mayors Court
without Stating any Reasonable Pretext for such appeal—

Signed

Charles Baker
attorney for Respondent

Court of Appeals
Madraspatnam } ss Saturday the 9th. august
Anno Domini 1788—

Between John Colin Tonyn a Major
in the Honble Company Service —
appellant and Henry Summons
administrator to the Estate and
Effects of Lieutenant Charles —
Summons Deceased, by his attorney
Cornelius Grant Respondent—

This Cause coming on this day to be heard and
debated, before this Court by the attornies on both sides,
upon hearing the Petition of appeal and answer and
the several Exhibits of the Honble the Mayors Court —
together with the Decree of the said Court given in this —
Cause on Tuesday the 10th. day of June Anno Domini
1788 upon due Consideration had of the matters therein
severally

Severally Contained, and of the Pleadings and arguments
used by the attornies, on both sides, This Court doth think
fit to order and Decree and doth accordingly order and
Decree, that the said Decree of the Honble the Mayors Court
do stand affirmed, and that the appellants Petition be
hence Dismissed with Single Costs in both Courts—

Mar

Saturday

Saturday 25th October 1788.

Present

Court of Appeals } Sir Archibald Campbell K:B:
John Hollond, James Hy Casamajor
&
Robert Maunsell

To the Honble Major General Sir Archibald Campbell
K.B. President in Council Fort Saint George —

In the Court of Appeals }

Between the Right Honble George Lord Macartney Baron Macartney of Lissanoure in the County of Antrim and Kingdom of Ireland, Knight of the most ancient and Royal Order of the White Eagle, Knight of the most Honble Order of the Bath, and one of His Majestys most Honble Privy Council in Ireland, Governor of the Presidency of Fort Saint George and its dependencies, Anthony Sadlier Esquire, Alexander Davidson Esquire, and Robert Maunsell Esquire, Members of the Select Committee of Fort Saint George, and Representatives of the Honble the United Company of merchants of England, trading to the East Indies Complainants, and George Proctor Senior Merchant in the Civil Service of the said Honble Company Defendant —

The Petition and Appeal of the said George Lord Macartney, Anthony Sadlier, Alexander Davidson, and Robert Maunsell, as the Representatives of the said Honble United Company of merchants of England trading to the East Indies, at their Presidency of Fort Saint George —

Sheweth —

That your Petitioners on behalf of the said Honble Company, did on or about the twenty second day of December which was in the year of our Lord One thousand Seven hundred and Eighty four, Exhibit a Bill of Complaint in the Honble the Mayor's Court at Madraspatnam against the said George Proctor, for the recovery of the Sum of Thirty One thousand Seven hundred and forty Six Star Pagodas thirty eight fanams and

Filed in my Office the 7th June 1788
Charles Whitehill

thirty

Thirty Cash being the Ballance of an account Current Copy
whereof marked A was annexed to the said Bill of
Complaint, and in order to shew to the Satisfaction of the
said mayors Court, how the said George Proctor, had made
himself responsible to your Petitioners for the several
Sums stated in the said account Current, annexed, to
the said Bill of Complaint, your Petitioners did setforth
that the said George Proctor, being a person of supposed
good faith and Trust, worthy, was on the twelfth day of
February which was in the year of our Lord one thousand
Seven hundred and Eighty one, appointed by the then
Select Committee of Fort Saint George, aforesaid, receiver of
the revenue of the Tinnevelly districts on behalf of your
Petitioners, as representatives of the said Honble Company,
they your Petitioners having received from his Highness the
Saw Saw &c. nabob of the Carnatic, a legal assignment of
the said Countries, and of the revenues to arise therefrom,
for certain purposes in the said assignment setforth,
and being legally authorised under, and by virtue of
such assignment, to appoint the said George Proctor, to
the Station or Employ of receiver as aforesaid, and your
Petitioners shew, that the said George Proctor, having been
appointed as receiver aforesaid with the usual Powers in
such Cases proceeded to take Charge of the said Station
or employ in the month of October in the said year of

Our

Our Lord one thousand Seven hundred and Eighty one, and did
almost immediately after his taking Charge of such employ
as receiver as aforesaid, oblige Iremalapah moodelliar the then
renter of the said district of Tinnevelly, but since Deceased,
to take the receipts of the said George Proctor, at one and an half
fanam, more on each Portnovo Pagoda, than the Exchange of the
said district, notwithstanding the said Iremalapah moodelliar,
had remonstrated on the impropriety, and injustice thereof as
well with the said George Proctor, as with his dubash Verdapah
moodelliar, and had tendered to pay him on behalf of your
Petitioners, according to the current Exchange of the Bazar, and
that the said Iremalapah moodelliar, thereupon made
Complaints to William Light, late a Senior Servant in the
and at that time Paymaster at Palamcottah on the Part of the said Honble Company
Service of the said Honble Company, but since deceased and
also to Captain Joseph Bideliffe then Commanding the
Company's Troops in the Garrison and district of Palamcottah,
and in the said district of Tinnevelly, stating that the said
George Proctor had obliged him to take receipts at one and
an half Gold fanam, on each Portonovo Pagoda, more than
the Current Exchange in the Bazar, and therefore desiring that
they the said William Light, and Joseph Bideliffe, would keep
an account of the Bazar Exchange, which they did accordingly,
your Petitioners did further setforth that the said George
Proctor, was deficient in the delivery of the Grain which he received
during his said receivership, whereby the Interest of the said

Honble

Honble Company, have been prejudiced, in manner as in the said account Current Annexed to the said Bill of Complaint and hereafter also more particularly set forth may appear, your Petitioners did further set forth, that the said George Proctor during his said receivorship to wit in the month of July which was in the said year of our Lord one thousand Seven hundred and eighty two, did alter the measure which had been for years established at Palamcottah, and delivered out the Grain to the Garrason of Palamcottah aforesaid, and else where for account of the said Honble Company, at a measure Considerably less than the one at which he received it, which Caused great murmur and discontent among the Sepoys, to whom it was Served, and was much to the loss and prejudice, of the said Honble Company, and the said George Proctor, did also offer unto the said William Light, for the use of the Garrison Stores in Palamcottah aforesaid, to measure out the Grain by a measurement of Eleven and an half measures, per Collah of one hundred and Sixty eight measures, less than he had received it from the renter, and that the said George Proctor having Continued to act in the Instances above particularly specified, as well as in other matters, Contrary to the Trust reposed in him by your Petitioners, for account and on behalf of the said Honble Company, your Petitioners Ordered

Eyles

Eyles Irvin, a Senior Servant in the Service of the said Honble Company on this said Establishment of Fort Saint George, to proceed to Palamcottah, and examine into the nature of the several Charges above stated, and to report the Proceedings thereon to your Petitioners, for their Consideration, and that he the said Eyles Irvin render, and by virtue of the authority of your Petitioners, did on the ninth day of January, then last past, Convene at the Cutcherry at Palamcottah aforesaid, he the said William Light, Joseph Belcliffe, Captain Thomas Halcott, Doctor James Dott, Tremalapah moodelliar Verdapah moodelliar, as also manicovel Perrmaul Pillah, and Streenavas Rao, Cutcherry Servants and Soubarow, together with such other Persons as were at or near Palamcottah, and could give Evidence respecting the Premises and that a Copy of the Proceedings of the said Court of Enquiry, hath been transmitted to your Petitioners, and that among such Proceedings, the Cutcherry accounts of the Bazar Exchange, were given in for the Inspection of your Petitioners from a Comparison of which with the account of receipts given in by the said George Proctor, it appears that the said George Proctor hath received the Sum of Seven thousand five hundred and Forty four and an half Portnovo Pagodas, more than he hath Credited in his accounts with your Petitioners, and therefore your Petitioners charged that the said George Proctor, was indebted unto your Petitioners, as representatives of the said Honble Company on the account aforesaid, in the said Sum of Seven thousand five hundred and forty four Portnovo Pagodas and an half, which at the

Exchange

Exchange of Eleven per Cent makes the Sum of Six thousand Seven hundred and ninety Six Star Pagodas, Thirty nine fanams and forty Cash Current money of madras, and your Petitioners did further setforth, that it appeared by a Comparison of the rates of Exchange at which the said George Proctor gave his receipts, for the amount of Grain recovered from the renter, and the Bazar rates of Exchange, at the times when the said Grain was so received, that the said receipts were at higher rates of Exchange than the Bazar rates, and that the difference or Loss to the Company by the renters being thus Credited for more than the value of the Grain, amounted to Two thousand nine hundred and forty one Portnovo Pagodas and Seven Eighths, which at the Exchange of Eleven per Cent, makes the Sum of Two thousand Six hundred and fifty Star Pagodas and fourteen fanams, Current money of madras, and therefore, your Petitioners charged that the said George Proctor is indebted unto your Petitioners, on behalf of the said Honble Company, in the said Sum of Two thousand Six hundred and fifty Star Pagodas and fourteen fanams, as the Value of the said difference of Exchange on the price of Grain so received as aforesaid, and your Petitioners did further setforth, that it appeared by the said accounts, that the amount of the loss sustained by the Honble Company in Consequence of the said George Proctor having altered the

Established

Established measure of Grain and delivered out the said Grain at a less measure, than he received the same, that the said Honble Company have sustained a Loss of Ten thousand Six hundred and forty nine Chuchrums and eight fanams, which at the rate of three Chuchrums for two Portnovo Pagodas, and one hundred and Eleven Portnovo Pagodas for one hundred Star Pagodas, makes the Sum of Six thousand three hundred and ninety five Star Pagodas and ten fanams Current money of madras, and therefore your Petitioners charged that the said George Proctor is indebted unto your Petitioners, on behalf of the said Honble Company, in the said Sum of Six thousand three hundred and ninety five Star Pagodas and ten fanams delivered, and received in manner as last above setforth, the particulars of which said several Claims of your Petitioners against the said George Proctor, for the said several Sums of Seven thousand five hundred and forty four Portnovo Pagodas and an half, Two thousand nine hundred and Forty one Portnovo Pagodas and Seven Eighths, and of Ten thousand Six hundred and forty nine Chuchrums and eight fanams are setforth in the Proceedings of the said Court of Enquiry, as by the Copy of such part of the Proceedings, as relates to the said three Charges, being marked B and annexed to the said Bill of Complaint may more fully appear, and your Petitioners did further setforth that the

said

said George Proctor was indebted unto your Petitioners on behalf of the said Honble Company in the further Sum of Five thousand Eight hundred and ninety nine Chuckrums three fanams and four Sixteenths, being the Value of a Certain Quantity of Grain received by the said George Proctor, in the life time of the said deceased Renter Tremalapah modelly, and not credited in the accounts of the said George Proctor, as receiver as aforesaid, but by him pretended not to have been collected from the Jemabundy, the particulars of which Claim for the said Sum of Five thousand Eight hundred and ninety nine Chuckrums three fanams and four Sixteenths, appeared by a Letter of Charles Oakely David Haliburton, and George Moubray Senior merchants in the Service of the said Honble Company, under their said Presidency of Fort Saint George, and members of a Committee appointed by your Petitioners to inspect the affairs of the said revenue, under a subsequent assignment of his said Highness Wallo Jaw Jaw the Nabob of the Carnatic, unto your Petitioners, on behalf of the said Honble Company, dated the Second day of December, in the said year of our Lord one thousand Seven hundred and Eighty one, and by three different Enclosures from the said Committee unto your Petitioners which said Letter, was dated the fifth day of October then last past, as by the Copies thereof marked Severally. C. D. E. F. and annexed to the said Bill of Complaint may more fully appear, which said Sum of Five thousand Eight

Eight hundred and ninety nine Chuckrums three fanams and four Sixteenths, making at the rate of three Chuckrums for two Portnovo Pagodas, and at the Exchange of one hundred and Eleven Portnovo Pagodas, for one hundred Star Pagodas, the Sum of three thousand five hundred and forty three Star Pagodas and four fanams Current money of Madras, your Petitioners Charged that the said George Proctor was indebted unto your Petitioners, on behalf of the said Honble Company, and for account aforesaid, and your Petitioners did further charge, that the said George Proctor, stood indebted unto your Petitioners, on behalf of the said Honble Company in the further Sum of Five thousand five hundred Star Pagodas thirty Eight fanams and Seven Cash, together with the Interest thereon, at the rate of Eight per Cent annum, from the close of the said account, being the amount of the Several Charges made by the said George Proctor, without any authority for any part and without Vouchers for a Considerable part thereof, the same having been put to the account of the said Honble Company, the particulars of which unauthorised Charges marked G. is annexed to the said Bill of Complaint, and your Petitioners charged that the said George Proctor stood further indebted unto your Petitioners on behalf of the said Honble Company, in the further Sum of Six thousand Four hundred and Seventy Eight Star Pagodas Eight fanams and five Cash, as the Ballance of his account as Receiver as aforesaid as by the

the Particulars of the said account H annexed to the said Bill of Complaint may morefully appear, all which said several Sums of Six thousand Seven hundred and ninety Six Star Pagodas thirty nine fanams and forty Cash, Two thousand Six hundred and fifty Star Pagodas and fourteen fanams, Six thousand three hundred and ninety five Star Pagodas and Ten fanams, three thousand five hundred and forty three Star Pagodas and four fanams, together with interest thereon respectively after the rate of five per cent per annum are encurred and due by the said George Proctor to your Petitioners, on behalf of the said Honble Company, according to the act of Parliament of the thirteenth year of His Present Majesty, entitled an act for establishing certain regulations for the better management of the affairs of the East India Company, as well in India as in Europe, the said Sums being within the meaning of the Twenty Sixth Section of the said act, and which said several Sums, together with the aforementioned Sums, of Five thousand five hundred Star Pagodas thirty eight fanams and Seven Cash, and Interest thereon, and Six thousand four hundred and Seventy eight Star Pagodas Eight fanams and five Cash, after giving Credit unto the said George Proctor, for the Sum of Two thousand one hundred and twenty two Portnovo Pagodas three fanams and twenty Cash, or one thousand nine hundred and Eleven Star Pagodas thirty one fanams and twenty Cash, received from him on the Sixteenth day of October then

then last past, form in the whole a Ballance of thirty one thousand Seven hundred and forty Six Star Pagodas, thirty Eight fanams and thirty Cash, due by the said George Proctor, according to the said account thereof Copy whereof marked A is annexed to the said Bill of Complaint, which said Sum of thirty one thousand Seven hundred and forty Six Star Pagodas thirty eight fanams and thirty Cash, your Petitioners charged that the said George Proctor was indebted unto them, on behalf of the said Honble Company, and your Petitioners did further setforth, that the said Iremelapah moodelliar, had been for some time Renter of the said District of Tennevelly, and had been in arrears in the Payment of his several kists or Stipulated instalments, for account of the said Honble Company, which default had been in part, owing to the fraudulent and illegal Conduct of the said George Proctor, in the premises, by having omitted to give your Petitioners Credit for the sums of money and Cottahs of Grain, so received by the said George Proctor and not fully credited to the account of the said Iremalapah moodelliar with your Petitioners, and withholding and detaining the same and converting the amount to his the said George Proctor's own use, to the Injury of the Honble Company, therein and thereby, the said George Proctor is fully chargeable, for the amount thereof, and ought to pay the same as well as all and every other the said Sums of money

Specified

Specified in the said account A annexed to the said Bill of Complaint and amounting to the said Sum of Thirty one thousand Seven hundred and forty Six Star Pagodas thirty eight fanams and thirty Cash, and your Petitioners on behalf of the said Honble Company, prayed for a Decree for the above Sum with Interest and Costs, To which said Bill of Complaint the said George Proctor appeared by his attorney, and did on or about the Eleventh day of april, in the said year of our Lord one thousand Seven hundred and Eighty two, file his answer wherein he admitted that he was appointed by the said Select Committee of Fort Saint George, Receiver of the Revenues of the Tennevelly Country, on account of the Honble Company, and that he took Charge of the said Employ, but denied his having ever obliged Trimalapah moodelliar Amuldar or manager of the Tennevelly Country, to take Receipts from him, at one and one half fanam, more on each Portnovo Pagoda, than the Exchange of the said Country, and also denied that the said Trimalapah moodelliar did ever Complain and represent any injustice or impropriety, respecting the manner and rate at which the Exchange for the money, that was paid to the said George Proctor on account of the Honble Company, was agreed upon and settled, or that the said Trimalapah moodelliar did Complain of any Injustice therein to Verdapah moodelliar, the Person employed by the said George Proctor as Dubash,

and

and Head manager, and the said George Proctor did further in his answer set forth, that on his arrival in the Tennevelly Country in the month of September one thousand Seven hundred and Eighty one, he delivered unto Tremelapah moodelliar Amuldar, and unto Sydaved ally Caion, Phousdar of the said Country, in the Publick Cutcherry, the order of His Highness Wazo Law Jaw &c. Nabob of the Carnatic, addressed to the said Tremelapah moodelliar, and Sydaved ally Caion, directing them to pay unto the said George Proctor, on account of the said Honble Company, the Revenues of the said Tennevelly Country, that the first money tendered and Paid unto him in Consequence from the Revenues of the said Country, was in fanams and that he objected to receive the fanams, as the Accounts of the said Honble Company, were to be kept in Pagodas, and the money to be issued and supplied every month by him to the said William Light, for the disbursements in his employ, and such Sums of money as he might send to other Parts, on account of the Honble Company, were to be in Pagodas, and that he caused the said matters to be fully explained, to the said Tremelapah moodelliar, together with the difficulty and loss in exchanging the fanams for Pagodas, by the daily alteration of the Rate and Course of Exchange, To which Representations the said George Proctor set forth that the said Tremelapah moodelliar answered that if he had only the Sum of Pagodas Five hundred or one thousand

Pagodas

Pagodas to pay unto the said George Proctor, he might be able to make them good in Pagodas. But that as the Honble Company were to receive the whole of the Revenues of the Country, that he Tremelapah moodelliar, could not Pay the same in Pagodas but in fanams, being the Specie or Coin, in which he collected and Received them, that the difficulty of getting Pagodas was rendered still greater on account of the War with Hyder Ally, and the disturbances of the several Polygars throughout the Tennevelly Country, which had obliged the Soucars merchants and other People of Property, to carry their money out of the Country, by which their usual Traffick, and dealing was stopt, and that moreover the said Tremelapah moodelliar represented, that for any Suncau or order from the Circar or Government, upon the said Country, to receive any Sum in Pagodas, it was usual to pay such Suncau, or order, in fanams and not in Pagodas, respecting which the Amuldar and Principal mutesaddies and other officers of the Circar, or Government, for the keeping the accounts and transacting the affairs of the Revenues of the Country, used to settle the Exchange without Loss to the Holder of such Suncau, or order for the amount thereof and to give a Whoosool Turreed or Certificate of the rate of Exchange, the said Suncau or order was accounted for which mode or usage being established as aforesaid the said Tremalapah moodelliar said he must Comply with and observe the same by paying the said

George

George Proctor, the amount of the Revenues in fanams, and that he and the principal mutusaddies and other officers of the Revenue would settle the exchange every month, and give the said George Proctor Whoosool Turreeds or Certificates of the rates of exchange fixed upon as had always before been usual in the Country according thereto the Translate of one of which for the months of october, november, and December one thousand Seven hundred and Eighty one is annexed to the said answer marked A, and the said George Proctor did further state that he did at different times after, send the fanams which Tremelapah moodelliar paid him from the Revenues of the Country to the Publick Cutcherry and Caused the said Tremelapah moodelliar to be required to take back the said fanams and to pay the amount thereof, in a reasonable time in Pagodas, which the said Tremelapah moodelliar Constantly refused to receive back, or otherwise to procure Pagodas for the same, the said Tremelapah moodelliar alledging that in order to Procure Pagodas it would be necessary to send about to different places in the Country, which he said he would not take upon himself the Charge, and resk of doing, in the same manner and that therefore as the exchange was settled for the fanams paid unto the said George Proctor for the months of october, November, and December, one thousand seven hundred and Eighty one, Tremelapah moodelliar the Amuldar and the Principal Mutusaddies and officers for

keeping

keeping the accounts, and Transacting the affairs respecting
the Revenues of the Country did settle the Exchange and
the said George Proctor Rhoosoot Fanams or certificates
for the fanams paid unto the said George Proctor from
Revenues of the Country on account of the Honble Compa
every month after according whereto Tremelapah moo
took the receipts of the said George Proctor every month
of one of which receipts, for the month of October one tho
seven hundred and Eighty one, is annexed, on the said
answer marked B and therefore the said George Proctor
denied to be indebted unto your Petitioners in the Sum of
Pagodas Six thousand seven hundred and ninety six Thou
nine fanams and forty Cash being the Sum charged by
Petitioners for the loss sustained by the Honble Compan
the Exchange of the fanams, the said George Proctor receive
from the Revenues of the Tennovelly Country and the said
George Proctor in his answer further stated that if
Tremelapah moodelliar did ever Complain to the said Will
Light, or to Captain Joseph Beteliffe, respecting the exchan
of fanams into Porto Novo Pagodas, such Complaints were
unjust and ill founded, and if made at all the same could
only proceed from the instigation of the said William Ligh
because that when the said George Proctor, arrived in the
Tennovelly Country, in September one thousand Seven
hundred and eighty one, the said William Light had large
outstanding

Outstanding Concerns in money with the said Tremelapah
Moodelliar, the amouldar, which the said William Light
could not get paid nor liquidate in any part but from
the Circar or Government share of the Revenues, which
were wholly assigned over to the said Honble Company,
and which he could not otherwise effect but through the
help, aid and assistance of the said Tremelapah moodelliar
who as the said George Proctor said, did immediately upon
and after his arrival in the Tennovelly Country Secrete
conceal and embezzle, as much of the Circar or Government
share of the Revenues, as was in his power to a very
considerable amount, without paying or accounting unto
the said George Proctor, for the amount of the said Revenues
but on the Contrary the said Tremelapah moodelliar and
William Light did by their Confederacy and Contrivances to
Promote and insure their Private views and Interest do
their utmost to countract and frustrate the endeavours of
the said George Proctor to fulfill and execute the Duty of
his employ as Receiver of the Revenues of the said Country
and that they the said William Light and Tremelapah
Moodelliar, as the said George Proctor says, he had been
informed more effectually to carry into execution their
said views and designs did by themselves and by the means
of their respective agents Servants and Depindants do
their utmost not only to impede and obstruct the said

George

George Proctor in the pursuit and Execution of his trust
but also by unfair and secret misrepresentations against
him to effect his removal from his station of Receiver, in
order that they the said William Light and Iremelapah
moodelliar might securely and undetectedly execute their
unjust Pretensions upon the Revenues aforesaid, and that the
same function of Interest, and the same unfair means to
secure it, were constantly practised by the said William
Light and Iremelapah moodelliar as also the same resentment
and ill will towards the said George Proctor because he
would not betray the Interest of the Honble Company, to
their individual purposes, and
did further state that he did
Petitioners or unto the Right Hon
separately at different times represent Mr Proctor
oppositions thrown in the way of his duty by the said
Iremelapah moodelliar and William Light in order that
the said Persons might have been restrained and prohibited
therefrom or that the said George Proctor might be vested
with authorities and powers adequate to the effectual
execution of the important office of which he was in charge,
and the said George Proctor did further in his answer deny
to be indebted unto your Petitioners in the Sum of Star
Pagodas Two thousand six hundred and fifty and fourteen
fanams for any gain or advantage made by him from any
difference

difference of Exchange on the price of Grain received by him in
his station aforesaid, because as he states in his said answer
the Grain which he received from the amuldar was delivered
by the said William Light for the use of the said Honble
Company's Troops, and that for such quantities of Grain as
were so Delivered by the said Iremelapah moodelliar he the
said Iremelapah moodelliar the principal Maturaddies and
other officers of the Circar employed in keeping the accounts
and Transacting the affairs of the Revenues did settle the
Exchange for the price thereof every month in the same manner
as hath been before set forth and the different Sorts of money
paid unto the said George Proctor were settled and accounted
for as by a Translation from the
Certificates of Grain for the month of November one thousand
Seven hundred and eighty one marked C annexed to the said
answer may appear and that the said Amuldar took the
receipts of the said George Proctor every month Copy of one
of which said receipts for the month of November One
thousand Seven hundred and eighty one is annexed to the
said answer marked D and the said George Proctor denied
that by the rates of Exchange at which he gave the Amuldar
his said receipts for the price of the Grain which he received
on account of the said Honble Company the said Amuldar
was credited for more than the Value of the said Grain or that
the Honble Company were Losers thereby but on the Contrary

the

George Proctor in the pursuit and Execution of his trust
but also by unfair and secret misrepresentations against
him to effect his removal from his station of Receiver, in
order that they the said William Light and Iremelapah
moodelliar might securely and undetectedly execute their
unjust Pretensions upon the Revenues aforesaid, and that the
same junction of Interest, and the same unfair means to
secure it, were constantly practised by the said William
Light and Iremelapah moodelliar as also the same resentment
and ill will towards the said George Proctor because he
would not betray the Interest of the Honble Company, to serve
their individual purposes, and the said George Proctor
doth further state that he did in Publick address
Petitioners or unto the Right Honble George [illegible] ortney
separately at different times represent the Proctor recd and
oppositions thrown in the way of his duty by the said
Iremelapah moodelliar and William Light, in order that
the said Persons might have been restrained and prohibited
therefrom or that the said George Proctor might be vested
with authorities and powers adequate to the effectual
execution of the important office of which he was in Charge,
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to be indebted unto your Petitioners in the Sum of Star
Pagodas Two thousand six hundred and fifty and fourteen
fanams for any gain or advantage made by him from any
difference

difference of Exchange on the price of Grain received by him in
his station aforesaid, because as he states in his said answer
the Grain which he received from the amuldar was delivered
by the said William Light for the use of the said Honble
Company's Troops, and that for such quantities of Grain as
were so Delivered by the said Iremelapah moodelliar he the
said Iremelapah moodelliar the prencipal Mutusaddies and
other officers of the Circar employed in keeping the accounts
and Transacting the affairs of the Revenues did settle the
Exchange for the price thereof every month in the same manner
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paid unto the said George Proctor were settled and accounted
for as by a Translation from one of the Annuldars
Certificates of Grain for the month of November one thousand
Seven hundred and eighty one marked C annexed to the said
answer may appear and that the said Annuldar took the
receipts of the said George Proctor every month Copy of one
of which said receipts for the month of November One
thousand Seven hundred and eighty one is annexed to the
said answer marked D and the said George Proctor denied
that by the rates of Exchange at which he gave the Annuldar
his said receipts for the price of the Grain which he received
on account of the said Honble Company the said Annuldar
was credited for more than the Value of the said Grain or that
the Honble Company were losers thereby but on the Contrary

the

the said George Proctor duly kept the Credit given the Annuitants for the amount of the said Grain, was Less than the untill there shall of the Exchange for the price of the Grain delivered to the said George Proctor, had been settled at a Court Exchange there held monthly and weighted in the Monthof Kingston in Conformity to the Directions given him by the Annuitants and in the receipts given to him by the Servants of the said George Proctor, whom which they the said Annuitants and Principals meet together as often as the Revenue aforesaid did give Warrants or Certificates the Sum of Two Pounds six thousand three hundred and ninety five and two farthings as a Gift incurred by the said Honble Company to the said George Proctor and then in Consequence the said George Proctor should be entitled unto your Petitioners in Proportion to the Quantity of Grain received by the said Honble Company by the said George Proctor having altered the manner of Payment, together with the Price and rates of Exchange the said George Proctor said that for such quantities of Grain as were at different times Cash paid in the Store of Salamanca on account of the Honble Company Grenadiers, should be Accounted for by the said George Proctor and the said George Proctor further stated that during the whole time that he acted in the Station of receiver of the Kingston Country he received on account of the Honble Company the Quantity of Twenty two thousand seven hundred and fifty five Bushels three pecks and four quarters of Grain as appears by Returns and Vouchers delivered over the Grain by persons under the orders and Authority of the said Annuitants to Accounts appointed by the said George Proctor for the purpose of his employ who his monthly accounts with the Honble Company were to further stated that Grain not his Receipts to whom the Grain to the Keeper the Receipts of the said William Lights as Pay masters and that he delivered of to the said William Light at the same rate he received over by the said Persons employed under

Annuitants

Amuldar and he pretends in his said answer, that the
Complaints were made in Consequence of the Short measure
used by the said William Light, in delivering the Grain and
that the Complainants were unjustly made against him
nevertheless the Defendant confesses that his measure was
enlarged at that time, and the larger measures marked
with the Initials of the name of the said Joseph Bellcliffe

Your Petitioners further Shew that the said
George Proctor did among other things deny also to be
indebted unto your Petitioners on behalf of the said Honble
Company in the Sum of Five thousand Eight hundred and
ninety nine Chuckrums and three fanams and four
Sixteenths, as is Setforth in the Exhibits annexed to your
Petitioners Bill marked C D E F or for any part thereof
for the said George Proctor denied to have received in the
life time of the said Trennelapah moodelliar Amuldar,
or manager any further quantity of Grain, than what is
specified and brought to account in the account of Grain
received by the said George Proctor, during the time he acted
in the Station of receiver of the revenues of the Tennevelly
Country, on account of the Honble Company and the said
George Proctors further said that the said accounts E, and
F and the matters inserted therein he never had nor
had he any thing to do therewith as the said accounts
seem to him to relate entirely to Losses of Grain in
different

different Districts of the Tennevelly Country, which he says that
whether real or pretended they are calculated merely to answer
some unjust purpose, and belong entirely to the amuldar, and to
those employed by, and under him throughout the Districts of
the Tennevelly Country, because the said George Proctor, as he
says, never took Charge of any Grain from the amuldar or from
any person on his account, in any of the Districts but received
such quantities of Grain on account of the Honble Company
from the amuldar, as was measured and delivered over unto
the said George Proctor, by Persons employed by the said Amuldar
at Tennevelly or at Palamcottah, which Defence of the said
George Proctor, respecting the said Charge your Petitioners
with hereafter shew to have been ill founded

Your Petitioners further shew that the said George
Proctor also denied to be indebted unto your Petitioners on behalf
of the said Honble Company in the Sum of Pagodas Five
thousand five hundred and thirty eight fanams and Seven
Cash, as is stated in the account annexed to your Petitioners
Bill marked G being the amount of disbursements for
Servants Wages and other Expenses and Charges incurred
during the Course of Fifteen months in his Station as receiver
of the revenue of the Tennevelly and madura Countries, on
account of the Honble Company, which the said George Proctor
says, he was fully authorised, and warranted in making and
laying out by the purport Tenor and Spirit of the Instructions

he

he received from the Select Committee of Fort Saint George, appointing him to the said office and employ of receiver and dated the Twenty eighth Day of February which was in the year of our Lord one thousand Seven hundred and Eighty one, and the said George Proctor said, that the greater part of the said sum of Five thousand and five hundred Pagodas thirty eight fanams and Seven Cash, To Wit the sum of Four thousand five hundred and Seventy five Pagodas thirty Seven fanams and four Cash, was laid out in disbursements immediately arising from and incidential to his said Employ of receiver for Writers, Conicopolies and other Servants it being necessary as he pretends for him to employ and place Tasildars, and other Servants throughout the Several Districts, and places in the Tennevelly Country, with the endeavour and view of Securing the revenue thereof on account of the Honble Company, as far as it was possible for the said George Proctor so to do, against the fraudulent conduct, and practices of Tremelapah moodelliar the amuldar as also against the efforts and attempts of different Individuals in League and Confederacy with him, who had or pretended to have Claims upon the said revenues and that they had thereby a right to have their said pretended Demands liquidated and paid therefrom and the said George Proctor, in his said answer stated that it is well known in this Country that in cases when an

an assignment hath been made to any person or persons of any District or Districts, for any purpose or purposes whatever, that such person or persons so possessed of and holding such assignment could never depend upon the officers of the Circar or Government, for faithfully realizing and paying the Revenues of such assigned District or Districts, and truely accounting for the same but that such person or persons holding such assignment have been obliged to appoint and Station Servants in the District or Districts so assigned in order to be a Check and Controul upon the officers of the Circar or Government, and to see to their faithful accounting for and paying the revenues of the said assigned District or Districts, and therefore the said George Proctor pretends that in like manner he was obliged to Station Tasildars, and other Servants, throughout the different Districts and Places in the Tennevelly Country because Tremelapah moodelliar the amuldar and other, the Circar or Government officers acting under the amuldar throughout the said Country did not pay and deliver unto him the full amount and Produce of the revenues nor justly account with him for the same on behalf of the Honble Company agreeably to the assignment thereof by the Nabob Wallo Jaw &c, the reason whereof might be the said George Proctor Supposes to be that the said Tremelapah moodelliar was not under any certain engagement to pay a Stipulated annual Sum

or

or any particular Sum or Sums at any other fixed period but the said Tremelapah moodelliar held the management of the said Country by Aumany only, the nature of which Trust is that the Person acting by Aumany should justly and truly account for the revenues of the Country according to what it actually produces, without being bound under any particular Engagement or obligation to pay and be accountable for a certain prefixed and Stipulated Sum in lieu of the real produce of the revenue, and the said George Proctor pretends that the Tenure by Aumany gave the said Tremelapah moodelliar great opportunities of throwing difficulties in the way of the said George Proctor, securing the produce of the revenue as well as of Secreting and applying to his own use and also that of others Considerable portions thereof, and that the Tennevelly Country remained under the management of the said Tremelapah moodelliar by Aumany untill on and after the thirteenth Day of July 1782. when the said Tremelapah moodelliar rented the Tennevelly Country under Engagements to pay a certain Stipulated Sum annually, and the said George Proctor pretends, that it was Chiefly owing to the fedelity of the Tasildars, and other Servants, stationed and employed by the said George Proctor throughout the Several Districts, and places in the Tennevelly Country, and the said and assistance he received from them that he received the respective

respective Sums from the revenues of the said Country which he hath given Credit for in his accounts with the Honble Company, which otherwise as he pretends he would not have been able to do, but the whole or the greatest part thereof would have been embezzled and applied to others Services, and purposes by the said Tremelapah moodelliar amuldar, and others of the Circar or Government officers of the Tennevelly Country than for the use and benefit of the Honble Company, and the said George Proctor further Stated that it was moreover necessary for him to continue the appointment of the said Tasildars, and other servants, throughout the different Districts, and places in the Tennevelly Country some time after the said Tremelapah moodelliar had entered into the engagements aforesaid to pay an annual Stipulated sum for the rent of the Tennevelly Country, beginning from the thirteenth day of July which was in the year of our Lord one thousand Seven hundred and Eighty Two, in order to secure the great Ballance at that time due on the Revenue for the Aumany years. To Wit from the Twelfth day of July one thousand Seven hundred and eighty two to the thirteenth day of July one thousand Seven hundred and Eighty two, exclusive of the Rents or Stipulated sums of money the said Tremelapah moodelliar was under engagement to pay for the forth coming year and that all the said several Sums of money so disbursed and paid by him for servants and all other charges of disburse-ments, the said George Proctor pretends that he was obliged to make on the accounts aforesaid but which as your Petitioners

could

will hereafter shew were not either necessary or warranted by his Instructions, as receiver of the said Tennevelly Country, your Petitioners further shew, that the said George Proctor further denied to be indebted unto your Petitioners on behalf of the Honble Company in the Sum Five thousand four hundred and Seventy eight Pagodas eight fanams and five Cash, as stated in the account Current annexed to your Petitioners Bill of Complaint marked H but the said George Proctor admitted that he was indebted unto the said Honble Company when he left the Tennevelly Country in the month of February one thousand Seven hundred and Eighty four on his account Current, as receiver of the revenues of the Tennevelly Country in the Sum of Portonovo Pagodas Two thousand one hundred and twenty two three fanams and twenty Cash, which Sum he was always ready to pay on their account and that Eyles Irvin who was appointed by your Petitioners to act in the Employ of the said George Proctor as Receiver of the Revenues of the Tennevelly Country and unto whom the said George Proctor was ordered by your Petitioners to pay the Balance of Cash that the said George Proctor had in his hands on account of the Honble Company, did permit and acquiesce, in his keeping the said Balance to answer and account for the same as your Petitioners upon his arrival at Fort Saint George should direct, and that after his arrival at Fort Saint George from the Tennevelly Country, he did pay unto your Petitioners the said Ballance of Portonovo Pagodas Two thousand one hundred and twenty two three fanams and twenty Cash,

Cash, before the filing of your Petitioners Bill of Complaint and in order to shew the means by which the said Ballance arose, and became due, from the said George Proctor on his account Current, as Receiver of the Revenues of the Tennevelly Country, on account of the said Honble Company, the said George Proctor stated, that he was indebted unto the said Honble Company, no more than the Ballance aforesaid when he left the Tennevelly Country, in the month of February one thousand Seven hundred and Eighty four, to proceed to Fort Saint George, and that he delivered unto the said Eyles Irvin, who succeeded him, his accounts as Receiver, with the Honble Company, from the twenty eighth of February, to the thirteth day of april one thousand Seven hundred and Eighty three, and annexed to his answer marked G and H and that he also delivered unto the said Eyles Irvin the accounts marked I K and L annexed to his answer and that after the said Thirteth day of September one thousand Seven hundred and Eighty three, that he had no accounts as Receiver of the Revenues of the Tennevelly Country, Saving, and excepting the aforesaid Balance of Portonovo Pagodas Two thousand one hundred and twenty two three fanams and twenty Cash, that was due from him to the Honble Company, by his said account Current, under date the Thirteth of September one thousand Seven hundred and Eighty three, Copy whereof is annexed to his answer marked

marked L and the said George Proctor further said that the difference Between the account marked H annexed unto your Petitioners Bill and the accounts annexed in the answer of the said George Proctor marked CHIK and L, arose from your Petitioners having charged the said George Proctor with the Sum of nine thousand and Sixty six Pagodas twenty eight fanams and forty six Cash, for the quantity of Five thousand four hundred and four Cottahs, one marcal and one half measure of Paddy, which by his account of Paddy appeared to have been under his Charge on account of the Honble Company, but the said George Proctor said, that the said Charge is greatly above the value of the said Paddy, and that he could be bound only to answer for the quantity of Paddy which he had in Store and under his Charge, on account of the said Honble Company, or on failure thereof, to produce an equal quantity of Paddy or what after reasonable and necessary deductions for damage and Wastage in keeping might be forth coming to the said Honble Company or to make good such deficiency in money according to the market price thereof, But he said that the said Paddy was in Store and under his Charge on account of the Honble Company out of which the said Eyles Irvin did receive only one thousand and forty three Cottahs and that he desired the said George Proctor to sell and dispose of the remainder of the said Five thousand four hundred and four Cottahs one marcal and one half measure, on account of the Honble Company which he did accordingly giving the Honble Company Credit for the quantity of Paddy sold every month till the whole was sold and disposed of and the said George Proctor also stated that a difference arose between the account annexed to your Petitioners Bill marked and the accounts annexed to the said George Proctors answer marked and because as he says Your Petitioners have not given him Credit in the account annexed to your Petitioners Bill for the disbursements, the said George Proctor was unavoidably obliged to make and incur on account of the Honble Company as are particularly expressed and specified in the accounts annexed to his answer marked and which accounts he says he delivered to the said Eyles Irvin with his account of Paddy beforementioned marked and lastly he said there arises a difference between the account annexed to your Petitioners Bill marked and the accounts annexed to the said George Proctors answer and because your Petitioners have Charged him with a greater Sum for Interest of money, than your Petitioners have given him Credit for, all which Pretences, your Petitioners will hereafter prove to be as futile, towards justifying the Conduct of the said George Proctor, respecting the said last charge, as those which he hath advanced in justification of his Conduct respecting any of the other charges hereinbefore set forth

Set forth To which said answer of the said George Proctor Your Petitioners filed a Replication, Charging as in and by their said Bill of Complaint they had already Charged, and refuting as is hereinafter stated, the several Pretences of the said defendant, and the said George Proctor filed a Rejoinder thereby attempting to support the Justification adduced in his answer, whereupon Issue was Joined, and Witnesses Examined thereon after which Publication passed, and the said Cause was Set down for hearing and the same came on to be heard by and before the said mayors Court, on monday the twenty Sixth day of may last, when the said mayors Court were pleased to order and decree, and did accordingly order and decree, that the defendant do pay unto the Complainants, the Sum of Port novo Pagodas Two Hundred Sixty four Eight fanams and four Cash, being so much charged by him for Mr. Orpins Bills for Charges extraordenary being travelling Charges, and Presents as also the Sum of Portnovo Pagodas three hundred and forty Six, Eleven fanams and Six Cash being the amount charged by the defendant for Presents made by him reckoning the Portnovo Pagodas at Eleven per Cent Batta with Interest thereon from the twenty Eighth day of February one thousand Seven hundred and Eighty three, and it was further ordered and decreed that Each party do recover Costs so far as they have prevailed in their Said and your Petitioners further Shew that Mr. alderman Ross one of the Judges of the said Court dissented from the Resolution of the said mayors

Court

Court in their said decree upon all of the articles of the account Current annexed, to the Bill of Complaint of your Petitioners except the last Charge of Pagodas Six thousand four hundred and Seventy Eight Eight fanams and five Cash because he did not think the same to be sufficiently supported, and Mr. Alderman Porcher another of the said Judges of the said mayors Court, dissented from the Resolution of the said mayors Court, upon the first Charge of the said account Current, amounting to Pagodas Six thousand Seven hundred and ninety Six thirty nine fanams and forty Cash, as by the said several proceedings so thereon had in the said mayors Court, and the said decree and dissents herewith Copied for the Inspection of this Honble Court of appeals, and prayed by your Petitioners to be taken as part of this their Petition, and appeal, reference being thereunto respectively had, may more fully and at large appear, your Petitioners Craving as full and ample benefit from this and each of them as if they respectively had been hereon before at full length Set forth From which said order or decree of the said Mayors Court your Petitioners do appeal to your Honor in Council as they Conceive the same Erroneous for the followeng among other Reasons —

First Because it appears by the several Proceedings in this Cause that the Conduct of the defendant had not been hastily impeached or partially enquired into but that

every

every degree of Temper, fairness, and moderation, had been shewn in receiving the first Complaints from the Renter in ordering a Court of Enquiry, to investigate the same in forming the Charges against the Defendant upon the Evidence adduced on such Enquiry, as well on the part of the defendant, as in Support of those Charges, and lastly in laying the same before the defendant and demanding the Sums which appeared due thereby, and Commencing the present Suit against the defendant because he failed to Justify his Conduct, or to pay the Sums which your Petitioners alledged the said united Company had sustained by his making default in the several Items setforth in the said account Current annexed to the Bill of Complaint. and exclusive of the above general reasoning which applies equally to all the Charges. Because the first Charge being the difference between the defendants receipts to the renter of Tennevelly and the Bazar rates of Exchange from october one thousand Seven hundred and Eighty one, to the end of February one thousand Seven hundred and Eighty three, being a Loss on the Cash paid into his hands, as appears by the Cutcherry Records, and amounting to Portnovo Pagodas Seven thousand five hundred and forty four and an half, which at Eleven per Cent Exchange, amounts to Star Pagodas Six thousand Seven hundred and ninety Six thirty nine fanams and forty Cash, is supported in the first place by the Statement of the Cutcherry records forming the Exhibit annexed to the Bill

of

of Complaint and being the same Exhibit which is marked as exhibited before James Dott on his examination, the truth whereof is proved by the Evidence of the said James Dott directly in every part thereof and collaterally, also by the following Evidences, to Wit Joseph Bellcliffe deposeth that soon after his arrival, Iremelapah moodelliar Complained to him, that the defendant required him to take Fanams at an improper Exchange, and that William Light, told this defendant, that Iremelapah moodelliar, had Complained to him of the same — That he doth not recollect that Iremelapah moodelliar ever desired him to keep any account of the Bazar Exchange, but he believes he requested the said William Light, to do so, that upon looking at the Exhibit he cannot at this distance of time determine whether it is a true Statement of the Bazar Exchange, but believes the Bazar Exchange, to have been about fourteen Colly fanams, and some Cash for each Portnovo Pagoda — which Evidence your Petitioners shew doth accord exactly with the said Statement, and the same is additionally supported by the said James Dott, who deposeth that Iremelapah moodelliar, mentioned more than once as a Grievance, that he was under the necessity of taking receipts, at a rate beyond the Bazar Exchange, that he cannot exactly say what but that it was about one

fanam

fanam in each Portnovo Pagoda; which your Petitioners say the
doth accord exactly with the said Statement from the Cutcherry
records; and the said James Dott, further deposed, that Tremula-
moodelliar, had requested William Light, as the said William
had informed this deponent, to keep a regular account of the
Exchange; that from a general idea of the rates, as recorded by
William Light, which this deponent after saw, he thinks they
very nearly if not in every respect agree with the papers
now produced marked A meaning the said Extract from the
Cutcherry records; the said James Dott further deposed, that
Eyles Irven, did convene William Light, Joseph Bidduffy
Halcott, and the deponent, with others, to give Evidence respect-
the Conduct of the said defendant; that a Copy of the proceed-
of the Court of Enquiry, was transmitted to your Petitioners;
that he believes the account of Bazar Exchange, whereof
a Copy was transmitted to your Petitioners; Mahomet Ally
Coradah deposes, that he once said Vendarauze Moodelliar Dub
to the Defendant, come to the Cutcherry, with a Chest of
carried by four Coolies to exchange into Pagodas; that the
happened before the death of Tremulapah moodelliar, who
Chetty thought it was Thirteen Thousand Rees of
himself present when the Anandarow Manacovil Perm
Pillah, whom your Petitioners Shiva are Servants of the Co
and a great many other Persons, that the Chest was after
sent to Vendarauze moodelliars House; and that Manac
Permaul Pillah, and Vendarauze Moodelliar, accompanied
Tremulapah moodelliar to the House.

Venca

Venkataram Chitty deposes to the above circumstances and further
saith that the Arnidan (Tremulapah moodelliar) said he could
not get Pagodas owing to the disturbances from the Poligars;
that he then settled with the Defendant Dubash an Exchange for
purchasing Pagodas and he heard that an agreement was
signed between them — specifying the rate at which the Defendants
Dubash agreed to purchase them after which the Fanams were
taken from the Cutcherry.

Manacovel Permaul Pillah Sumprede, (or Head Writer of the
Cuzjans) to Tremulapah moodelliar in one thousand Seven
hundred and Eighty one, and one thousand Seven hundred and
Eighty two, that the Deponent waited several times on
the Arnidan, and demanded Pagodas, but did not get
about the difference of Exchange; that the Defendants Dubash
died the 6th, when the Arnidan said the troubles in the
Country, prevented his being able to Procure Pagodas, whereupon
the Defendants Dubash, said if he would allow a difference on
the Exchange, he would procure the Pagodas, to which the
Arnidan agreed, and the difference allowed, was from one
and a Quarter to three Quarters of a fanam, never more than
one and an half or less than three quarters of a fanam, that
while the Arnidan and the Defendant were on good terms
the Arnidan gave Receipts according to the terms agreed,
Seenevasah Rao Sath he was Hindoo Seristadar & Head
Writer of the District when the Defendant arrived at

Palamcottah

Palamcottah as Receiver of the Revenues, and that Thirteen thirty second Parts of a fanam, beyond the Bazar Exchange) which your Petitioners shew, is not three per Cent, is the usual allowance, throughout the District, for the trouble and Expense of purchasing Pagodas; but that owing to the disturbances in the Country from the Polygars, the difficulty of getting Pagodas was greatly encreased, in consequence of which a further allowance was made to the Defendant by consent of the Aumildar, that it was settled between them every month at a rate suited to the difficulty of the times, that he cannot recollect the highest rate, beyond the thirteen thirty Second Parts of a fanam usually allowed, that this Deponent settled the accounts of the Defendant by the accounts of the Cutcherry, and that the Receipts agreed with the Cutcherry accounts; That Messieurs Irvin, and Torin, Manacovil Permaul Pillah and Kistnah Pillah, the Dubash to the said William Light, ordered him to compare the Defendants accounts, with the Circar accounts, and note the deficiency; which he did and that he delivered the same to Mr. Torin, the amount whereof on Grain and money, was Twenty Seven thousand Six hundred and twenty Six Chuckrums.

Which amount your Petitioners shew doth agree very nearly with the said Statement A extracted from the Proceedings of the said Court of Enquiry, Soubarow deposeth that he was Gomastah (or agent) to the former Persian Shirestadar, when the Defendant arrived in the Country with orders, to receive the money and Paddy from Tremelapah moodelliar, that he was present when Tremelapah moodelliar wanted to give Wafsool or Certificate at the Bazar Exchange, which the Defendant refused to take demanding Pagodas instead of Fanams, that after some Conversation it was agreed to allow some thing more than the Bazar Exchange but how much he doth not recollect, whereupon the Wafsool was signed by the Hindoo and Persian Shirestadars, that Tremelapah moodelliar received Twenty Seven Receipts, amounting in all to one hundred and Eighty four thousand odd hundred Chuckrums, which Sum Total your Petitioners shew doth agree exactly with the said Statement A. Mootu Veerah Pillah also deposes, that he saw Verdapah moodelliar, the Defendants Dubash, carry fanams to the Cutcherry, to be exchanged into Pagodas, and Tremelapah moodelliar, Tetrapah moodelliar, Manacovil Permaul Pillah, Shanwash Row, Venkatanaen Chitty and Soubarow with many Conicopolies and other Persons were present.

Soubarow in his deposition, on the part of the Defendant, saith that no force was used by the Defendant, with the Aumildar, in fixing the Exchange for purchasing Pagodas, but that it was settled in good agreement, and one Receipt had passed, and that when they afterwards disagreed the

Renter

Renter said he would not allow that difference in future but would allow the Bazar price, that the Grain delivered to the Defendant was rechoned acording to agreement between him and the amuldar at the same rate, as was settled for the Pagodas; that the accounts shewed that the difference in Grain was Ten thousand Six hundred and Forty nine Chuchrums, and on money Sixteen thousand nine hundred and Seventy Seve Chuchrums, which differences your Petitioners shew, do accord exactly with the said Statement A from the Cutcherry Records.

All which several Depositions your Petitioners shew, do directly and Positively substantiate the said first charge, nor is the same satisfactorily explained, or in any respect done away, by any thing setforth, or proved by the Defendant, for in his answer he appears to have avoided entering directly into the merits of the Charge, as it stands on the face of the Bill of Complaint, and instead thereof Charges Tremulapah moodelliar and William Light, with a Conduct improper in itself, and if true injurious to your Petitioners, as acting on behalf of the said United Company which Charge of misconduct, whether well founded or not cannot tend to the benefit of the Defendant whose very Letter, addressed to the Secretary of your Petitioners and intended by him as an explanation of his Conduct, which Letter makes part of the Bill of Complaint of your Petitioners, Copy thereof being annexed thereto acknowledges that

that there was a difference between the Bazar Exchange and the rate at which the Defendant received the Payments, from the said Tremulapah moodelliar, nor hath he properly accounted for that difference but instead thereof, saith he doth not conceive it encumbent on him to produce accounts, on the Enquiry, to shew how that difference was expended, thro' the unavoidable necessity as the Defendant states, of dealing with a variety of People, for the Exchange of the Fanams into Pagodas, notwithstanding that the same Enquiry was held on the Conduct of the Defendant while acting in the Service of the said United Company, at the instance of your Petitioners, who set on foot the investigation with the manifest view, of preventing the necessity of the Prosecution in question, had the Defendant cleared up his Conduct to the Satisfaction of your Petitioners, towards effecting which he should have shewn that the difference between the Exchange specified in his Receipts, and the Bazar Exchange, was actually expended in the purchase of Pagodas, on the Contrary he doth not deny that he acquired some advantage, by the difference of Exchange, of the said money, nor doth it follow, that because he sent Fanams two or three times, to the Renter, to be returned in Pagodas he gave receipts at the Current Exchange, nor ought he

Obtaining

Obtaining the Whosoul Purrud or Certificate from the Renta to operate against the Testimony of those Cutcherry Records and of the Persons employed to keep the same, even, supposing those Certificates to have been obtained without any Violence, or under influence whatever, practised against the Renter, the Contrary whereof your Petitioners do conceive doth strongly appear from the Proceedings above in first setforth, - and your Petitioners do further shew that the Defendant in his said Letter doth almost directly acknowledge the justness of the said Charge, because he not only insinuates that the said William Light, did the like but he also adds that as the said William Light had not produced on the Enquiry any Proofs of the Defendant or any one for him having received the difference of Exchange did not conceive it incumbent on him to shew how that difference was expended, nor have the Witnesses produced on the part of the Defendant, deposed any one circumstance towards doing away this Charge against the Defendant for Nellaseva moodelly, one of those Witnesses only saith, that there was a difficulty in Procuring Pagodas on account of the War, but he doth not say that the Bazar Exchange was more than fourteen and half fanams for every Portnovo Pagoda, or that the Defendant charged to the said Sremilepah moodeliar less than fifteen and half fanams on each Portnovo Pagoda, nor does he attempt in any other part of his Testimony to do away the direct Evidence adduced as aforesaid by your Petitioners, - In like manner the several other Witnesses produced by the Defendant do not by any means attempt to deny the Positive charge of the difference of the Exchange, for all they say is that the money was paid by the annadars in fanams, that the Defendant frequently demanded Pagodas, and proposed to allow the Renter ten days to procure them, - and that he constantly refused so to do alleging that it was not in his power but that he was willing to allow the difference of Exchange, that such Difference should be settled by the Defendants Dubash, Circumstances which are by no means incompatible with the Charge exhibited against the Defendant and therefore may all be True, and yet the fact charged be true also, your Petitioners do therefore humbly insist that the Decree of the said Mayor's Court in setting aside this Charge thus particularly supported is erroneous and that your Petitioners are aggrieved thereby -

Secondly, - Your Petitioners contend that the Charge being for the difference on the Grain delivered by the Renter which from November one thousand Seven hundred and eighty one to July one thousand seven hundred and eighty two appears by the same Certificates and Statement to be Portnovo Pagodas Two Thousand Nine hundred and forty one

one and Seven Eighths or at Eleven per Cent Exchange Star Pagodas Two thousand Six hundred and fifty and fourteen fanams is supported by the Evidence adduced in the Cause for the said James Dott who proves the Exhibit proves the Charge in Question. it being included in and making part thereof and manacovil Permaul Pillah proves that while the annuldar and the defendant agreed receipts for Grain were given at the same rate of difference as receipts were given for Pagodas, which rate agrees exactly with the said Statement or Exhibit, he also States that he hath received from the monigars that ten Coltahs of Grain measured in the Country usually produced nine Coltahs at Palamcottah but that by the manner in which the Grain was measured by the defendants People ten Coltahs measured in the Country turned out but Eight Coltahs at Palamcottah, which difference, your Petitioners shew is about Eleven per Cent, and agreed with the said Statement from the Cutcherry Records, and Seemasah Row deposes as before stated in Support of the first Charge that messeurs Irvin and Toven and also manacovil Permaul Pillah and Kistnah Pillah ordered him to compare the defendants accounts with the Circar accounts and note the Deficiency, which he did and such deficiency in Exchange on Grain and money amounted to Twenty Seven thousand Six hundred and twenty Six Chuckrums which difference your Petitioners shew doth accord nearly with the said Exhibit; — nor hath the defendant in his answer denied the rates above stated or shewn how such difference was expended and as to what he says of Credit given to the annuldar being less at the high rate than given at a lower Exchange, and inforcing therefrom that it was an advantage to the said united Company, your Petitioners humbly shew that he hath not proved how it was of advantage whereas your Petitioners insist that it was to them a disadvantage by the very difference which the defendant gained because the said Renter having ultimately become insolvent and indebted to the said united Company, that debt was encreased by the very difference received, and gained by the Defendant wherefore your Petitioners contend that they should have had a decree in their favor for the said Sum of Two thousand Six hundred and fifty Pagodas, and fourteen fanams being the amount of the said Second Charge —

Thirdly — Your Petitioners contend that they ought to have a decree for the said third Charge being the Loss incurred by the Defendants having altered the established measure of Grain at Palamcottah, being Chuckrums ten thousand Six hundred and forty nine and Eight fanams which at three Chuckrums for two Portnovo Pagodas makes portnovo Pagodas Seven thousand and ninety nine and at Eleven per Cent Star Pagodas Six thousand three hundred and ninety five and

and ten fanams because the same Evidences which support the said Statement or Exhibit, support this Charge also and because the said deficiency agrees with the Evidence of the said Soubarow one of the Evidences adduced on behalf of the defendant who says that the difference on Grain was ten thousand Six hundred and forty nine Chuckrums, and further because the said Nellaseah moodely, as also Comaravasawmy, and Petcha pillah three Evidences adduced on the part of the defendant prove that the Defendants marcal was less than the established marcal, and that when it was so discovered the Defendants marcal was altered, and the Chop of Captain Belcliffe put thereon — which Evidence is corroborated by the said Joseph Belcliffe as also by the said James Dott, all which positive assertions are not done away by any thing advanced by the Defendant or his Witnesses, and his only defence is by Charging William Light, with misconduct, and in the premises — at the same time acknowledging that he was obliged to have the measure made larger — your Petitioners therefore hope that as the Conduct of William Light hath not any Concern with this charge against the Defendant for having altered the established measure of Grain, and as such alteration is proved and the quantum of Loss incurred by your Petitioners thereby also established, that your Petitioners therefore ought to have had a Decree for the said Sum of Six thousand three hundred and ninety four Star Pagodas and ten fanams

Fourthly — That your Petitioners ought to have a decree for the amount of Grain received by the Defendant and omitted to be brought to the Company's Credit, as particularly explained in the Exhibits and annexed to your Petitioners Bill of Complaint and amounting to Chuckrums five thousand Eight hundred and ninety nine three fourth Sixteenths which at three Chuckrums for two Portnovo Pagodas, makes portnovo Pagodas three thousand nine hundred and thirty two and Seven Eighths or Star Pagodas three thousand five hundred and forty three and four fanams because the said Several — Exhibits are fully and satisfactorily proved by the Evidence of Charles Oakely David Kalibuntun and George moubray, the three members of the Committee of assigned Revenue, under whose inspection examination and Controul the several accounts respecting the said Revenue passed, and who were therefore the most — competent to decide thereon and it appears therefrom, that the above Charge is founded on an accurate report of Eyles Irvin who was instructed to enquire on the — Spot respecting the same, which report is vouched by Anandarois the Sherestadar of the said united Company and by Kranevasah Row and Soubarow two other — Servants employed by the said united Company in the respective Capacities in which they have Signed

to

the said reports, nor has the defendant set forth any reasoning or adduced any argument to do away the above Charge, therefore your Petitioners pray for a Decree for the said Sum of three thousand five hundred and forty three Star Pagodas and four fanams.—

Fifthly — That your Petitioners ought to have a decree for the Sum of Five thousand and five hundred Star Pagodas thirty Eight fanams and Seven Cash, being the amount debeted by the defendant to the said United Company, for a variety of Charges said to have been incurred for Serviants Wages House rent &c., the same having been done without the Sanction of Government, and in many instances without any vouchers to prove that such Charges were incurred, for your Petitioners shew that the said Charles Oakely David Haliburton and George moubray prove that the accounts thereof as well as the account Current whereby the said George Proctor is debited in the Sum of Six thousand four hundred and Seventy Eight Star Pagodas Eight fanams and five Cash, the former being for unauthorised Charges, and the latter being an account Current, between your Petitioners, and the defendant, are made out from the Revenue accounts of the madura and Tennivelly Countries, and from materials transmitted by the said Eyles Irvin, in consequence of his being directed to enquire into the Conduct of the defendant

Sixthly

on

on the Charges against him, and the said Charles Oakely David Haliburton, and George moubray, Verily believe that the defendant is indebted unto your Petitioners, in the said Sum of Five thousand and five hundred Pagodas thirty eight fanams and Seven Cash for unauthorized Charges, as stated in the Exhibit, and in the further Sum of Five thousand four hundred and ninety one Pagodas thirty three fanams and Eleven Cash, being the amount of the account G which Sum answers to the Ballance of the principal Sums of the account G annexed to your Petitioners Bill of Complaint after deducting the Sum of Seven Pagodas five fanams and two Cash which by the Evidence of the said George moubray ought to be deducted therefrom.—

Your Petitioners shew that the Pretences of the said defendant by no means justify his Conduct as to the unauthorized Charges and his Instructions to which he refers, positively direct him to give in his accounts every month, whereas it appears that fifteen months elapsed without his giving in any account whatever, nor has he either on the Enquiry before the said Eyles Irvin produced any Voucher to prove that the Sums were expended nor does any Testimony whatever to that effect appear

on

on the Proceedings of the mayors Court wherefore your Petitioners pray Judgment for the amount of the said unauthorised charges, as also for the Balance of the said account as proved by the said Charles Oakely, David Haliburton, and George moubray, being Five thousand four hundred and ninety one Pagodas, thirty three fanams and Eleven Cash, Principal money and Interest thereon as charged in the account annexed to your Petitioners said Bill of Complaint.

Lastly — Your Petitioners shew that the decree of the mayors Court is erroneous, as to Costs even suppose it were just as to the Sum decreed, because that Costs should always follow the decree whether the Sum decreed be or be not the full sum sued for.

For all which Reasons and such others as may be offered at the Hearing your Petitioners pray that the decree of the said mayor's Court, may be set aside, and that your Petitioners be decreed to receive the full Sum for which they charged the defendant, being thirty one thousand Seven hundred and forty Six Pagodas, thirty Eight fanams and thirty Cash, together with Interest thereon till paid also all Costs of Suit.

[Signed] Stephen Popham
Charles Baker
Solicitors for appellant
Mayor's Court

Mayor's Court at Madraspatnam } Monday the 26th May Anno Domini 1788

Present

Edward Garrow Esquire Mayor
James Call William Webb
Robert Ewing George Savage
Vincentio Corbett Jos. du Pre Porcher
Andrew Ross & Robert Mitford
Aldermen

Between The Right Honble George Lord Macartney Baron Macartney of Lisanoure in the County of Antrim and Kingdom of Ireland Knight of the most ancient and Royal order of the White Eagle Knight of the most Honble order of the Bath and one of his Majesty's most Honble Privy Council in Ireland Governor of the Presidency of Fort Saint George and its dependancies, Anthony Sadlier Esquire, Alexander Davidson Esquire and Robert Maunsell Esquire, Members

of

of the Select Committee of Fort Saint George and Representatives of the Honble the United Company of Merchants of England Trading to the East Indies, in all matters of Revenue which are under and Subject to the Presidency of Fort Saint George Complainant, and George Proctor Senior Merchant, in the Civil Service of the said Honble Company, and under their said Presidency of Fort Saint George, and who lately acted as receiver in the Tennivelly Country on behalf of the said Honble Company Defendant.

This Cause Coming on to be Heard and Debated this day in the Presence of the attornies on both Sides on Reading the Complainants Bill with nine Exhibits marked ——— annexed, The Defendants answer The Replication, The Rejoinder The Interrogatories and Depositions on the part of the Complainants, The Interrogatories and Depositions on the part of the Defendant on Hearing the Pleadings made use of by the attornies and on due Consideration had thereon This Court doth think fit to order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Complainants the Sum of Portnovo Pagodas Two Hundred and Sixty four eight fanams and four Cash / P.N° Pag.s 264. 8. 4. / being so much charged by him for Mr. Orpens Bills for Charges Extraordinary, being travelling Charges and Presents as also the Sum of Portnovo Pagodas three Hundred and forty Six Seven fanams and Six Cash / P.N° Pag.s 346. 7. 6. / being the amount Charged by the Defendant for Presents made by him reckoning the Portnovo Pagodas at Eleven ℔ Cent Batta, with Interest thereon, from the 28.th February 1783. and it is further ordered and Decreed that each Party do recover Costs so far as they have prevailed in their Suit

Vera
Signed James Taylor
Regr

Extract

Extract from the Minutes of a Court Held at the Town Hall on Monday the 26th day of May Anno Domini 1788

Present

Edward Garrow Esquire Mayor
James Call William Webb Robert Ewing
George Savage Vincentio Corbett
Jos: du Pré Porcher Andrew Ross &
Robert Milford Aldermen
George Lord Macartney Anthony Sadlier
Alexander Davidson & Robat Maunsell

vrs

George Proctor

Mr. Alderman Ross dessents to the Resolution of the Court upon all of the articles of the account Current annexed to the Complainants Bill of Complaint, except the last Charge of Pagodas 6478: 8: 5:- because he does not think the Charge Sufficiently Supported —

Mr. alderman Porcher dissents to the Resolution of the Court upon the last Charge of the Account Current — Amounting to Pagodas 6796: 39: 40 —

A true Extract

/Signed/

James Taylor
Regr.

To

To the Honble the Court of Appeals at Madraspatnam —

The Answer of George Proctor Senior Merchant in the Service of the Honble United Company of merchants of England trading to the East Indies, Respondent, to the Petition and appeal of the Right Honble George Lord Macartney Baron Macartney of Lessanoure in the County of Antrim and Kingdom of Ireland Knight of the most ancient and Royal Order of the White Eagle, Knight of the most Honble order of the Bath, and one of his Majestys most Honble Privy Council in Ireland, Governor of the Presidency of Fort Saint George, and its dependencies, Anthony Sadlier Esqr. Alexander Davidson Esqr. and Robert Maunsell Esqr. Members of the Select Committee of Fort Saint George, and Representatives of the said Honble Company appellants, In a Cause

Appeal

wherein The said Right Honble
George Lord Macartney Anthony
Sadlier Alexander Davidson and
Robert Maunsell - Representatives
of the said Honble Company are
Complainants and the said
George Proctor is Defendant -

The said Respondent admits
that the said appellants, on Behalf of the said Honble
Company, did some time on or about the Twenty seven
day of December which was in the year of our Lord
One thousand seven hundred and Eighty four,
a Bill of Complaint, in the Honble the Mayors Court
at Madraspatnam against this Respondent, for
the recovery of the Sum of Thirty one thousand Seven
hundred and forty six Pagodas thirty eight fanams
and thirty Cash being the Ballance of an account
Current annexed unto the said Bill, and this
Respondent also admits that the appellants did
setforth Sundry matters in their said Bill, as are
to shew how this Respondent had made himself
Responsible to the appellants for the several Sums
stated in the said account Current, and among
other things the appellants setforth, that this
Respon-

Filed in my office
the 30. July 1788
Charles F. White Esq

Respondent being a person of supposed Good Faith and
Trust worthy, was on the Twelfth day of February, which was
in the year of our Lord One thousand Seven hundred and Eighty
one, appointed by the then Select Committee of Fort St. George
aforesaid, Receiver of the Revenue of the Tennevelly Districts,
on behalf of the appellants, as Representatives of the
said Company; - The said appellants having Received
from His Highness Wallo Jaw Jaw &c &c Nabob of the
Carnatic, an assignment of the said Countries, and of
the Revenues to arise therefrom, for certain purposes in
the said assignment Setforth, and that being thus
legally authorized, and by Virtue of such assignment
to appoint this Respondent to the Station or Employ
of Receiver as aforesaid, and they did also further shew
that this Respondent, having been appointed receiver as
aforesaid, with the usual powers, in such Cases, proceeded
to take Charge of the said Station, or employ on the month
of October in the said year of our Lord one thousand Seven
hundred and Eighty one -

And the said appellants do, in their
said Bill wrongly, and erroneously setforth, that this
Respondent did, almost immediately after his taking
charge of such Employ as Receiver as aforesaid, oblige
Tremedapah moodelliar the then Renter of the said District
of

of Tennevelly, but since Deceased, to take the Receipts of the said George Proctor, at one and a half fanam more on each Portnovo Pagoda, than the Exchange of the said District, notwithstanding, as the appellants say, that the said Tremelapah moodelly had remonstrated, on the impropriety and injustice thereof, as well with this Respondent, as with his Dubash Verdapah moodelliar, and had tendered to pay according to the Current Exchange of the Buzar.—

The said appellants do also shew, that the said Tremelapah moodelliar, made Complaint to William Light, a Senior Servant in the Service of the said Honble Company, at that time Pay master at Pallamcottah, but since Deceased, and also to Captain Joseph Bilcliffe Commanding the Company's Troops in the Garrison & District of Pallamcottah, and in the District of Tennevelly, stating that this Respondent had Obliged him to take Receipts, at one and a half Gold fanam, on each Portnovo Pagoda, more than the Current Exchange in the Buzar; and did therefore as the appellants alledged, desire that they the said William Light, and John Bilcliffe, to keep an account of the Bazar Exchange which the appellants do charge that they did.—

The appellants do also alledge, that this Respondent was deficient in the delivery of Grain, which they say he received during his said Receivorship, whereby they say that the Interest of the Company had been prejudiced in the manner as in the said Account Current A was setforth.—

The said appellants do also pretend, that this Respondent during his Receivership, To Wit — in the month of July, which was in the year of our Lord One Thousand seven hundred and Eighty two, did alter the measure, which had been for years established at Pallamcottah, and delivered out the Grain to the Garrison of Pallamcottah aforesaid, and elsewhere for account of the said Honble Company, at a measure Considerably less, than the one at which he received it — which, The appellants do very injuriously and erroneously setforth, caused great murmur, and discontent, among the Sepoys, to whom it was served, and which, they alledge was much to the loss and prejudice of the said Honble Company, and the said appellants do further say that this Respondent did offer unto the said William Light, for the use of the Garrison Stores in Pallamcottah aforesaid, to measure out the Grain by a measure of Eleven and a half measures per Cottah, of one hundred and sixty eight measures less than he had received it from the Renter.—

And

And the appellants do also setforth, that this Respondent having Continued to act in the instances above Specified, as well as in other matters, as they erroneously alledged, — contrary to the Trust reposed in him, by the appellants, for account and on behalf of the said Honble Company — The said appellants ordered Eyles Irevin a Senior Servant in the service of the said Honble Company, on their — Establishment at Fort Saint George, to proceed to — Pallamcottah and examine into the nature of the charges by the appellants above stated, and to report the proceedings thereon to them for their consideration. —

And the appellants do pretend, that Eyles Irevin, under and by virtue of their authority did, on the ninth of January one thousand Seven hundred and Eighty four, convene at the Cutcherry at Pallamcottah aforesaid — The said William Light, Joseph Bilclif Captain Thomas Halcott, Doctor James Dott, Tremelapah moodelliar, — Verdapah moodelliar, as also Munacoil purmullpallah and Shenavafs Row, Cutcherry Servants and Sooborow, together with such other persons as were at or near Pallamcottah &c, could give Evidence respecting the pretended premisses. —

And the appellants do then in their said Bill setforth, that a Copy of the proceedings, which they stile a Court of Enquiry, had been transmitted to them and among such proceedings the Cutcherry accounts of the Buzar Exchange, from a Comparison of which, with the account of Receipts given in by this Respondent, that this Respondent, hath received the Sum of Seven thousand five hundred and forty four, and one half Portnovo — Pagodas more than he hath credited in his accounts, — and therefore the appellants charge, that this Respondent was indebted, unto the appellants, as Representatives — of the said Honble Company, on that account, in the said Sum of Seven thousand five hundred, and forty four Portnovo Pagodas, and one half, which at the Exchange of Eleven ₱ Cent, makes the Sum of Six thousand Seven — hundred, and ninety Six Star Pagodas, thirty nine — fanams, and forty Cash Current money of Madras. —

And the appellants do more over — pretend, that it appears by a Comparison of the rates of Exchange, at which this Respondent gave his Receipts for the amount of Grain, received from the Renter, and the Buzar rates of Exchange, at the times when the said Grain was so received, that the said Receipts were at higher Rates of Exchange than the Buzar Rates, and that the difference or Loss to the Company, by the Renter being thus Credited, for more than the value of the Grain, — amounted to Two thousand, nine hundred and forty six Portnovo Pagodas and Seven Eighths, which at the Exchange of Eleven ₱ Cent, makes the Sum of Two thousand Six — hundred

hundred and fifty Star Pagodas and fourteen fanams and therefore charged that this Respondent was indebted unto them on behalf of the said Honble Company, in the Sum of Two thousand Six hundred and fifty Star Pagodas, and fourteen fanams, as the value of the said difference of Exchange, and the price of Grain so received as aforesaid.—

The said appellants do then in their said Bill setforth, that the amount of the Loss sustained by the Honble Company, in consequence, as the appellants — pretend, of this Respondent having altered the established measure of Grain, and delivered out the said Grain at a less measure than he received the same, that the said Honble Company have sustained a loss of Ten thousand Six hundred and forty nine Chuchrams, and eight — fanams, which at the rate of three Chuchrams for two Portnovo Pagodas, and one hundred and Eleven Portnovo Pagodas for one hundred Star Pagodas, makes the Sum of Six thousand three hundred and ninety five Star Pagodas and ten fanams, as the value of the pretended difference of Grain delivered and received in manner as before — Setforth:—

And the said appellants do say, that their several Claims against this Respondent for the several Sums of Seven thousand. ~~Two~~ five hundred and forty four Portnovo Pagodas and one half, Two thousand nine hundred and forty one Portnovo Pagodas and seven Eighths, and of Ten thousand six hundred and forty nine Chuchrams and eight fanams, as setforth in the proceedings of the said Court of Enquiry, as by the particulars thereof marked — annexed unto their said Bill —

The said appellants in their said Bill further setforth, that this Respondent was indebted unto them on behalf of the said Honble Company, in a further Sum of Five thousand Eight hundred and ninety nine — Chuchrams, and three fanams and four Sixteenths, being the value of a certain quantity of Grain, pretended to have been received by this Rispondent, in the life time of the Deceased Renter Tremelapah mooddiar, and not — credited in his Rispondents accounts, as Receivable as — aforesaid, the particulars of which Claim, they say appears by a Letter of Charles Oakely, David Halliburton, and George Moubray, members of a Committee appointed by the — appellants, to inspect the affairs of the said Revenue — under a Subsequent assignment of His Highness Wallajaw Jaw &c. &c. Nabob of the Carnatick unto the appellants on Behalf of the said Honble Company, dated the second day of December one thousand Seven hundred and Eighty, — and by three different Enclosures from the said Committee unto the appellants which Letter they say was dated the fifth day of October last Copies whereof marked the

appellants

appellants annexed unto their said Bill which said Sum of Five thousand eight hundred and ninety nine Chuchrams three fanams and four Sixteenths did make the Sum of Three thousand five hundred and forty three Star Pagodas and four fanams, which the appellants did charge this Respondent to be indebted unto the said Company.

The appellants did also Charge that this Respondent was indebted unto them on behalf of the said Honble Company, in the further sum of Five thousand and five hundred Pagodas, thirty eight fanams and Seven Cash, with Interest thereon at the rate of eight \Cent per annum, from the close of the said account, being as the appellants say, the amount of several Charges, made by this Respondent without any authority for part, and without Vouchers for a Considerable part thereof, the same having been placed to the account of the appellants, the particulars of which account marked are annexed to the said Bill.

And the appellants do also further charge that this Respondent was indebted unto them, on behalf as the said Honble Company, in the further Sum of Six thousand four hundred and seventy eight Star Pagodas eight fanams and five Cash, as the Ballance of this Respondents account as Receiver as aforesaid as the appellants alledge doth more fully and at large appear by an account marked Copy of which was annexed to their said Bill the original whereof the appellants do formally tender.

The appellants do then proceed to set forth that all the said Several Sums of Six thousand seven hundred and ninety six Star Pagodas, thirty nine fanams and forty Cash, Two thousand six hundred and fifty Star Pagodas and fourteen fanams, Six thousand three hundred and ninety five Pagodas and ten fanams, Three thousand five hundred and forty three Star Pagodas and four fanams, together with Interest thereon respectively, after the Rate of five per Cent per annum, are incurred and due by this Respondent to the appellants, on behalf of the said Honble Company, according to the act of Parliament of the thirteenth of His present Majesty, entitled an act, for establishing certain regulations for the better management of the affairs of the East India Company, as well in India as in Europe, the said sums being, as is pretended by the appellants within the meaning of the 26th. Section of the said act, and which said several sums together with the aforementioned Sums of Five thousand and five hundred Pagodas, thirty eight fanams and seven Cash, and Six thousand four hundred and seventy eight Pagodas

eight

eight fanams and five Cash, after giving Credit unto this Respondent for the Sum of two thousand one hundred and twenty two Portnovo Pagodas, three fanams and twenty Cash, received from this Respondent on the Sixteenth day of October last past, form as the appellants do in their said Bill allege, the supposed Ballance of Thirty one thousand seven hundred and forty six Star Pagodas, eight fanams and thirty Cash, which the appellants pretend to be due by this Respondent, according to the aforesaid account marked. —

This Respondent saith, that he admits that the said appellants after having gone thro the said fiction of accounts, do proceed to set forth sundry matters, which have no manner of relation thereto, which are both erroneous and injurious, and are in no sense, proved in the proceedings as Evidence thereon, The said appellants setting forth that Tremelapah mooddelliar, had been for some time Renter of the said District of Tennevelly, and had been in arrears in the payment of his several Kists, Stipulated instalments, for account of the said Honble Company which default had been in part owing, to the fraudulent and illegal Conduct of this Respondent in the premisses, by having omitted to give the appellants Credit, for the Sums of money, and Cottahs of Grain, pretended to have been received by this Respondent, and not fully carried to the account of the said Tremelapah mooddelly, with the appellants &c., and the appellants did therefore pray a Decree for the said Sum of Thirty one thousand seven hundred and forty six Pagodas, eight fanams and thirty Cash with Interest and Costs &c. —

To which said Bill of Complaint this Respondent did appear, and notwithstanding the manifold and manifest Errors and insufficiencies contained in the said Bill, he this Respondent did — wave all the advantage, that he could have derived, to himself, by obtaining a dismission thereof, by the — summary proceeding upon Demurrer, and did therefore on or about the Eleventh day of April one thousand Seven Hundred and Eighty five, put in a full and special — answer, to the several matters where with he was charged in and by the said Bill of Complaint, This Respondent denying, to be indebted unto the appellants as Representatives of the said Honble Company, in the Sum of Thirty One — thousand seven hundred and forty six Pagodas, thirty — eight fanams and thirty Cash as was unjustly set forth

in

eight fanams and five Cash, after giving Credit unto this Respondent for the Sum of two thousand one hundred and twenty two Portnovo Pagodas three fanams and twenty Cash, received from this Respondent on the Sixteenth day of October last past, form as the appellants do in their said Bill allidge, the supposed Ballance of thirty one thousand seven hundred and forty six Star Pagodas, eight fanams and thirty Cash, which the appellants, pretend to be due by this Respondent, according to the aforesaid account marked. —

This Respondent saith, that he admits that the said appellants after having gone thro the said fiction of accounts, do proceed to setforth sundry matters which have no manner of relation thereto which are both erroneous and injurious, and are in no sense, proved in the proceedings as Evidence thereon, The said appellants setting forth that Tremelapah moodelliar, had been for some time Renter of the said District of Tennevelly, and had been in arrears in the payment of his several Kists, or Stipulated instalments, for account of the said Honble Company which default had been in part owing to the fraudulent and illegal

Conduct

Conduct of this Respondent in the premisses, by having omitted to give the appellants Credit, for the Sums of money, and Cottahs of Grain, pretended to have been received by this Respondent, and not fully carried to the account of the said Tremelapah moodelly, with the appellants &c., and the appellants did therefore pray a Decree for the said Sum of thirty one thousand seven hundred and forty six Pagodas, eight fanams and thirty Cash with Interest and Costs &c. —

To which said Bill of Complaint this Respondent did appear, and notwithstanding the manifold and manifest Errors and insufficiencies contained in the said Bill, he this Respondent did waive all the advantage, that he could have derived, to himself, by obtaining a dismission thereof, by the summary proceeding upon Demurrer, and did therefore on or about the Eleventh day of April one thousand Seven Hundred and Eighty five, put in a full and special answer, to the several matters where with he was charged in and by the said Bill of Complaint, This Respondent denying, to be indebted unto the appellants as Representatives of the said Honble Company, in the Sum of thirty One thousand seven hundred and forty six Pagodas thirty eight fanams and thirty Cash as was unjustly setforth

in

in the account Current annexed to the said Bill ~
marked — or in any part thereof.~

And this Respondent did in his said answer admit, that he was appointed some time in the month of February One thousand seven hundred and eighty one, by the then Select Committee of Fort Saint George, Receiver of the Revenues of the Tennevelly Country, on account of the Honble Company, and by ~ Virtue whereof he did take Charge of the said Employ some time in the month of September or October in the same year, — But this Respondent denied, that he did about that time, or at any time after, oblige ~ Tremelapah moodelliar Annuldar or manager of the Tennevelly Country, to take Receipts from this ~ Respondent, at one and one half fanam more on each Portnovo Pagodas, than the Exchange of the said Country, and this Respondent did also deny, that the said ~ Tremelapah moodelly, did ever complain and represent any injustice or impropriety of the manner, and rate at which the Exchange for money that was paid this Respondent, was agreed upon, and settled, or that the said Tremelapah moodelliar, did to this Respondents knowledge, complain of any injustice to Verdapah ~ moodelliar employed by this Respondent as Dubash

Or

or Head manager, for the more effectual carryeng on this Respondents Charge of Receiver of the Revenues of the ~ Tennevelly Country on account of the Honble Company. ~

This Respondent did in his answer ~ setforth that in order fully to explain and inform the said Honble the Mayors Court, how and in what manner the Exchange at which the money paid and delivered to this Respondent from the Revenues of the Tennevelly ~ Country on account of the Honble Company, was settled and agreed upon, — That on his arrival in the Tennevelly Country in September One thousand seven hundred and Eighty one, He, this Respondent did deliver unto Tremelapah moodelliar Annuldar, and unto Tydevie ally Cawn ~ Phausdar of the said Country in the publick Cutcherry the order of His Highness Wauo Sauo Jauo &c. Nabob of the Carnatick, addressed to them the said Tremelapah ~ moodelliar and Tydevie ally Cawn, directing them to pay unto this Respondent, on account of the Honble Company the Revenues of the said Tennevelly Country — that — the first money tendered and paid unto this Respondent in consequence from the Revenues of the said Country, was in fanams, which this Respondent objected to receive. Because the accounts of the said Honble Company were to be kept in Pagodas — and — the money to be issued and

supplied

supplied every month by this Respondent to William Light, then Paymaster of the Garrison of Pallamcottah for the disbursements in his employ, and such Sums of money, as this Respondent might send to other parts, on account of the Honble Company, were to be in Pagodas also; which matters - This Respondent caused to be fully explained to the said Tremelapah moodelliar, together with the difficulty and loss in Exchanging the fanams for Pagodas, by the daily alteration of the rate and course of Exchange; - And this Respondent shewed that the said Tremelapah moodelly answered to those Representations that if he had only Two hundred Pagodas, or one thousand Pagodas to pay unto this Respondent, That he might be able to make them good in Pagodas. But as the Honble Company were to receive the whole Revenues of the Country, That he Tremelapah moodelliar could not pay the same in Pagodas, but in fanams being the Specie or Coin in which he received them. That the difficulty in getting Pagodas, was rendered still greater on account of the War with Hyder ally, and the disturbances of the several Polygars throughout the Tennevelly Country; - which had obliged the Soucars, merchants and other People of property to carry their money out of the Country by which their usual traffick and dealing was stopped, - and moreover the said Tremelapah moodelliar represented, that for any Sannaca or order from the Circar or Government upon the said Country, to receive any Sum in Pagodas, it was usual to pay such Suncaw or order in fanams and not in Pagodas; - Respecting which the Amuldar, and principal mutoziddies, and other officers of the Circar or Government for the keeping the accounts, and transacting the Revenues of the Country, used to settle the Exchange, without loss to the Holder of such Suncaw or order for the amount thereof, and to give a Whosool Furruds or Certificate of the rate of Exchange, the said Suncaw was accounted for; which made or usage being established as aforesaid, the said Tremelapah moodelliar said he must comply with, and observe the same by paying this Respondent the amount of the Revenues in fanams, and that he and the principal mutezidduis and and other officers of the Revenue, would settle the Exchange every month, and give this Respondent Whosool Furruds or Certificates of the rates of Exchange fixed upon, as had always before been usual in the Country; - according whereto - This Respondent did in his answer say, that for the fanams paid and delivered him from the Revenues of the Tennevelly Country, He the said Tremelapah moodelly Amuldar and the principal

principal mutozeddies and other officers for keeping the accounts and transacting the affairs of the Revenue did settle the rate every month, and they gave this — Respondent Whosool Furruds, or Certificates, for the Same as usual as aforesaid, and this Respondent did annex to his answer, a Translation of one of the said Certificates, or Whosool Furreds for the month of November one thousand Seven hundred and Eighty one marked — which was read at the hearing of this Cause in the Mayor's Court as Evidence —

And this Respondent did in his answer further shew that he did at different times afterwards send the fanams which Tremelapah moodelliar paid him from the Revenues of the Country to the Publick Cutcherry, and caused the said Tremelapah to take back the said fanams and to pay the amount thereof in a Reasonable time in Pagodas; which the said — Tremelapah moodelliar constantly refused to receive back, or otherwise procure this Defendant Pagodas for the same, the said Tremelapah moodelliar alledging that in order to procure Pagodas it would be necessary to send about to different places in the Country — which he would not take upon himself the charge and risk of doing; — Wherefore — This Respondent did alledge

that

that in the same manner as the Exchange was settled for the fanams paid this Respondent in the months of October, November, and December, One thousand Seven hundred and Eighty one, Tremelapah moodelliar the Amuldar and the principal mutozeddies, and officers, for keeping of the accounts and transacting the affairs respecting the Revenues of the Country, did settle the Exchange, and gave this — Respondent Whosool Furruds or Certificates, for the fanams paid this Respondent, from the Revenues of the Country, on account of the Honble Company, every month after, and according whereto, Tremelapah moodelliar took this Respondents receipts, every month — Copy of one of which Receipts this Respondent annexed unto his said answer marked. And this Respondent did therefore deny to be indebted unto the appellants in the Sum of Six thousand seven hundred and ninety six Pagodas, thirty nine fanams and forty cash, for any loss sustained by the Honble Company from the Exchange of the fanams, this Respondent received from the Revenues of the Tennevelly Country, as was unjustly Stated in the account Current annexed unto the — appellants Bill marked or in any part thereof; — This Respondent maintaining, that he did faithfully and Justly account for all the money that was paid

him

him from the Revenues of the Country, on account of the Honble Company, and that his Conduct in every respect, in his Station of Receiver of the Revenues of the Tennevelly Country, was framed from the utmost of his skill, and the power vested in him for the Interest and advantage of the Company.—

This Respondent did in his answer further Setforth, that — If Tremelapah moodelliar did ever complain to William Light now deceased while he acted as Paymaster at Pallamcottah, or to Captain Joseph Bideliff commanding the Honble Company's Troops in the Fort of Pallamcottah, and in the Tennevelly Country, respecting the Exchange of fanams into Portnovo Pagodas, — such Complaints were unjust and ill founded, and if made at all, the same could only proceed from the instigation of the said William Light, — Because — when this Respondent arrived in the Tennevelly Country in the year one thousand Seven hundred and Eighty one, the said William Light had large outstanding — Concerns, in money with the said Tremelapah — moodelliar the Amuldar, which the said William Light, could not get paid or liquidated in any part, but from the Circar or Government Share of the

the Revenues, which were wholy assigned over to the Honble Company, and which he could not otherwise effect, but thro' the help aid and assistance of the said Tremelapah moodelliar, who; — This Respondent in his answer setforth did immediately after his arrival in the Tennevelly Country, secrete conceal and embezzle, as much of the Circar or Government Share, of the Revenues, as was in his power, to a very considerable amount, without paying or accounting for, unto this Respondent, the amount of the said Revenues, as was his duty to do, but on the — Contrary the said Tremelapah moodelliar, and the said William Light, did by their confederacy and contrivances to promote, and ensure their private Views, and interest do their utmost, to counter-act and frustrate the endeavors of this Respondent, to fulfill and execute the duty of his employ as Receiver of the Revenues of the said Country —

This Respondent did also further — setforth, that the said William Light and Tremelapah moodelliar, as he was informed, more effectually to carry into execution their said Views, and designs, did by themselves, and by the means of their respective agents Servants and Dependants, do their utmost, not only — to impede Obstruct this Respondent in the pursuit — and execution of his trust But also by unfair and —

secret

secret misrepresentations against this Resp
to effect the removal of this Respondent from
Station of Receiver, in order that they the said
Light, and Tremelapah moodelliar might
undetectedly execute their unjust pretensions
Revenues aforesaid, and this Respondent
that the same function of Interest and the
unfair means to secure it were constantly
by them, and also the same resentment, and
because this Respondent would not betray
of the Honble Company, to serve their
purposes, and this Respondent did
that in publick addresses to the appellants
Right Honble George Lord Macartney
difference times, represent the difficulties
oppositions thrown in the Way of his
said Tremelapah moodelliar and Willia
in order that the said persons might
restrained and prohibited therefrom, or
Respondent might be invested with
powers adequate to the effectual execution
important office he was in charge of

And this Respondent
having thus fully answered to the first

said Bill he did proceed to answer unto the second by —
denying to be indebted unto the appellants in the Sum of
Two thousand Six hundred and fifty Pagodas and fourteen
fanams for any Gain or advantage made by this Respondent
from any difference of Exchange on the price of Grain, —
Received by this Respondent in his Station as Receiver in
the Tennevelly Country, as was unjustly charged by the —
appellant or in any part thereof Because at whatever
Rate of Exchange the price of the said Grain was accounted
for to the Amuldar, this Respondent could not reap
any benefit or advantage therefrom; - The Grain which
this Respondent received from the Amuldar being delivered
by this Respondent to William Light then the Paymaster
of Pallamcottah for the use of the said Honble Company's
Troops, and that for such quantities of Grain as were
so delivered by the said Tremelapah moodelliar he the
said Tremelapah moodelliar the principal Officers and
other officers of the Circar employed in keeping of the
accounts and transacting the affairs of the Revenues,
did settle the Exchange for the price thereof every month
in the same manner as this Respondent in his said —
Answer had before setforth the different Sums of
money paid unto this Respondent were settled and —
Accounted for and as an Illucidation thereof this —

Respondant

Respondent did annex a Translation of one of the Whos
Fuzzuds or Certificates for Grain for the Month of
November One thousand seven hundred and Eighty
marked tendering the original - and this Respon
did also setforth that agreable thereto the Amuldar
took this Respondents Receipt every month - Copy of
one of which for November One thousand seven hund
and eighty one this Respondent did also annex unto
his said answer marked And this Respondent do
deny that by the Rates of Exchange at which this
Respondent gave the Amuldar his said Receipt for
the price of the Grain
on account of the Honble Company, that the Amuldar
was credited for more than the Value of the said Grain
and that the Honble Company were losers thereby
But on the Contrary that the Credit given the Amuldar
for the amount of the said Grain, was less than he
would have had if the Exchange for the price of Grain
had been settled at a lower Exchange than that mentioned
and specified in the Whosoe Fuzzuds or Certificates given
this Respondent by the Amuldar and in the Receipts
given to him by this Respondent in Consequence
This Respondent did also deny to be indebted unto the
Appellants in the Sum of Six thousand three hundred
and

and ninety five Pagodas and Ten fanams as a loss incurred
to the Honble Company by this Respondent having / as was
unjustly alledged in the said Bill / altered the established
measure for Grain at Pallamcottah, in the Month of July
One thousand Seven hundred and Eighty two or in any part
thereof. And this Respondent did assert that for such
quantities of Grain as were at different times laid upon
in Store in Fort of Pallamcottah on account of the Honble
Company Tremelapah moodelliar the Amuldar or manager
caused the same to be brought from different Districts
in the Tennevelly Country, and conveyed to Pallamcottah,
and there measured and delivered over the Grain by —
persons under the orders and authority of the said
Amuldar, to Servants appointed by this Respondent for
the purposes of his Employ, who gave Receipts daily to
the said persons employed by the said Amuldar, for the
quantities of Grain so measured, and delivered over, and
that for such Quantities of Grain so measured and
delivered over by the said persons employed under the said
Amuldar this Respondent did regularly settle and adjust
the same with the Amuldar, and principal Mutsoyeddies,
and other officers of the Circar or Government, for the —
affairs of the Revenues, of the said Tennevelly Country, every
month according to the daily Receipts that had been given
by the Servants of this Respondent and that they the said

Amuldar

Respondent did annex a Translation of one of the Whos
Fowruds or Certificates for Grain for the Month of
November One thousand seven hundred and Eighty
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did also setforth that agreable thereto the Amuldar
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Respondent gave the Amuldar his said Receipt for
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for the amount of the said Grain, was less than he
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and there measured and delivered over, the Grain by
persons under the orders and authority of the said
Amuldar, to Servants appointed by this Respondent for
the purposes of his Employ, who gave Receipts daily to
the said persons employed by the said Amuldar, for the
quantities of Grain so measured, and delivered over, and
that for such Quantities of Grain so measured and
delivered over by the said persons employed under the said
Amuldar this Respondent did regularly settle and adjust
the same with the Amuldar, and principal Mutuzeddies,
and other officers of the Circar or Government, for the
affairs of the Revenues of the said Tennevelly Country, every
month according to the daily Receipts that had been given
by the Servants of this Respondent and that they the said

Amuldar

Amuldar and principal Mutwoeddies and officers of the Revenue aforesaid, did give this Respondent Whosoul Purruds or Certificates thereof conformable to the Custom of the Cuntry, wherein was explained the quantity of Grain received by this Respondent, on account of the Honble Company in the manner aforesaid, together with the price and Rates of Exchange at which the Grain should be accounted for by this Respondent, as appeared by the Translations of the Exhibits before referred to marked and this Respondent in his answer did further setforth that during the whole time he acted in the Station of Receiver of the Revenues of the Country, he received on account of the said Honble Company the quantity of Twenty two thousand seven hundred and fifty five Cottahs, three mercalls and five measures of Grain only, as a proof of which this Respondent did pray reference to an Exhibit marked annexed unto his said Answer which quantities this Respondent did in his answer positively assert that he had justly and truely accounted for in his monthly accounts with the said Company. And this Respondent in order to exculpate himself from the unjust Charge of altering the measure, that had for years been used at Pallamcottah and that thereby great murmurs and discontents were caused among the Sepoys and loss and prejudice to the Honble Company. This Respondent did say that it was not his business to deliver out Grain to the Sepoys but that of the aforenamed William Light then Paymaster, to whom this Respondent delivered it by the same measure by which he received it from the Amuldar. But Complaint having been made as this Respondent was informed to Captain Joseph Bidcliffe Commanding the Garrison of Pallamcottah that short measure was used by the said William Light, in serving out of the Grain to the Sepoys, he the said William Light, or his Servants under him and employed by him did unjustly represent to the said Captain Bidcliffe that the Complaints of the Sepoys, were on account of the measure which this Respondent had used in the delivery of Grain unto the said William Light, and that thereupon the measure this Respondent had used, in delivering Grain to the said William Light, was made larger in the Month of May One thousand seven hundred and eighty two and marked with the initial Letters of the name of the said Captain Joseph Bidcliffe, after which the said measure was made use of for the purpose aforesaid.

Which Circumstances this Respondent did in his said answer remark, in addition to those

before

before setforth of his delivering the Grain to the said William Light only on account of the said Honble Company shewed the Error and injustice of the appellants Charge in the clearest point of view,- And this Respondent did also say that for any thing Thomas Halcott Captain in the said Honble Company's service might have said or wrote, this Respondent absolutely denyeng that the said Captain Thomas Halcott at any time appeared or gave any Evidence in Writing at any enquiry held respecting the matters in question, upon the measure used by this Respondent in the delivery of Grain he had under his Charge on account of the Honble Company to the said William Light, and of the same being smaller than the size, said to have been the old established measure of Pallamcottah for Serving out of Grain to the Honble Companys Sepoys,- Such matters did not in any wise concern him, because he had not any concern in the Serving out and delivering of Grain to the said Sepoys, nor had he any interest or concern with the measure by which such Grain was or might have been served out,- or with any measure that had been, or was at that time in use for that purpose,- This Respondents duty having been to deliver the Grain he had in his Charge on account of the Honble Company to the said William Light, and to him only, and in the performance of which duty, he could in justice be only required to deliver the Grain by the same measure at which he received it from the Annuldar, and this Respondent did therefore say that if at the time of his arrival in the Tennevelly Country, in the Month of September one thousand seven hundred and Eighty one, there had been in use a measure said to be the old established measure of Pallamcottah, or any other measure of a larger Size for the serving out of Grain to the Sepoys than the measure at which the said William Light received the Grain from this Respondent, the said William Light could not be warranted in any deviation from such Custom, and usage,- To the injury and determined of the Sepoys But - This Respondent did say that he never heard nor did he believe that the said William Light did ever before at or after the arrival of this Respondent in the Tennevelly Country, serve Grain out to the Sepoys, at a measure of a larger Size, than that at which he received the Grain from this Respondent, and that if there did actually exist or was in the possession of the said William Light a measure said to be the old established measure of Pallamcottah for the Paymaster to serve out Grain, by such measure had fallen entirely into disuse, and could therefore be kept for the purposes of deceit and imposition only - Because the Sepoys did frequently complain and represent to this Respondent and his Servants that

the

the said William Sight served and delivered out the Grain to them by a measure or measures less in Size than that by which this Respondent delivered Grain to the said William Sight —

And this Respondent did deny that the — account marked annexed unto the appellants Bill was exhibited or produced on any Enquiry held respecting this Respondent, in the Tennevelly Country the ninth of January One thousand Seven hundred and Eighty four or at any other time, and this Respondent did say that if the said account had been so exhibited this Respondent could have produced sufficient Testimony and proof clearly to have shewn the injustice of the several matters in form the said account —

This Respondent did also deny to stand indebted unto the appellants in the Sum of Five thousand Eight hundred and ninety nine Chuckrams and three fanams and four Sixteenths as was unjustly set forth in the Exhibits annexed to the said Bill marked — for any part thereof — This Respondent denying that he Received from the said Tremelapah moodelliar Amuldar or manager any further quantity of Grain than what is specified and brought to account in the account of Grain received by him during the time he acted in the Station of Receiver of the Revenues of the Tennevelly Country on Behalf

Behalf of the Honble Company before referred to in his said answer marked And this Respondent did further — answer that as far as the Obscurity and perplexity of the account marked and would permit him to make answer unto with any clearness and certainty, he this — Respondent did say that the said accounts and the matters inserted therein this Respondent never had any thing to do therewith, the said account seeming to relate entirely to losses of Grain in different districts, in the Tennevelly Country, which whether real or pretended were calculated merely to answer some unjust purpose and belonged entirely to the amuldar, and to those employed by and under him, throughout the Districts in the Tennevelly Country, — Because that this Respondent did never take Charge of any Grain from the amuldar or from any — persons on his account in any of the Districts, but received such quantities of Grain only on account of the Honble — Company from the Amuldar as was measured and delivered to this Respondent at Tennevelly or Pallemcottah —

And this Respondent did in his answer say, that he was at a loss, to account upon what Ground the assertion of the appellants in their said Bill was — founded, as there never was any Claim on that account before the exhibition of it by appellants Bill —

This Respondent did also deny to stand in —

debted

indebted unto the appellants in the Sum of Five thousand and five hundred Pagodas thirty eight fanams and seven Cash as was unjustly stated in the account Current annexed to the appellants Bill marked G or in any part thereof — Because the said Sum was for disbursements for Servants wages and other Charges and Expences which this Respondent was obliged to make and incurr during the Course of fifteen Months, to wit from the month of December One thousand seven hundred and Eighty one to the month of February one thousand Seven hundred and Eighty three inclusive in his Station as Receiver of the Revenues of the Tennevelly and Madura Contries on account of the Honble Company — which — this Respondent did say he was fully authorized and Warranted in making and laying out by the purport tenor and spirit of the instructions he received from the Select Committee of Fort Saint George appointing him to the said office and Employ of Receiver dated the Twenty eighth February one thousand seven hundred and Eighty one, to a Copy whereof this Respondent did pray to be referred in his said answer, — And this Respondent did also say that the greatest part thereof To wit the Sum of Four thousand five hundred and seventy five Pagodas thirty seven fanams and four Cash, was laid out in disbursements immediately arising from and incident to his said Employ of Receiver for Writers Conicopolies

Conicopolies and other Servants — This Respondent alledging that it was necessary for him to employ and place — Tosildars and other Servants throughout the several places and Districts in the Tennevelly Country with endeavor and view of securing the Revenues thereof on account of the Honble Company as far as it was possible for him to do against the fraudulent Conduct and practice of — Tremulapah moodelliar the Amuldar, as also against the efforts and attempts of different individuals in league and Confederacy with him who had or pretended to have Claims upon the said Revenues and that they had thereby a Right to have their said pretended demands liquidated and paid therefrom, — And this Respondent did say — If being well known in this Country that in Cases when an assignment had been made to any person or persons of any District or Districts for every purpose or purposes whatever, that such person or persons so possessed of — and holding such assignment could never depend upon the officers of the Circar or Government for faithfully realizing and paying the Revenues of such assigned — District, or Districts and truely accounting for the — Same, But that such person or persons holding such assignment have been obliged to appoint and Station Servants in the District or Districts so assigned, in order to be a Check or Controll upon the officers of the Circar

ors

or Government, and to see into their faithfull — accounting for, and paying the Revenues of the said afsignnet District or Districts,— And that in — likemanner this Respondent had been obliged to — Station Tasildars and other Servants ~~throughout~~ throughout the — Different Districts and places in the Tennevelly Country Because Tremelapah moodelliar the Amuldar and — other the Circar and Government officers, acting under the Amuldar, throughout the said Country, did not pay and deliver to this Respondent the full amount and produce of the Revenues, nor justly account with this Respondent for the same on behalf of the — Honble Company, agreeable to the afsignment — thereof by the Nabob Mans laws Jaus &c. The Reason whereof might be because the said Tremelapah moodelliar was not under any certain engagement, to pay a Stipulated annual Sum or any particular Sum or Sums at any other fixed period, But the said Tremelapah moodelliar held the management of the said Country, by aumany only, the nature of which trust is that the person acting by aumany, should Justly and truly account for the Revenues of a Country according to its actual produce without being bound under any particular engagement

or obligation to pay or be accountable for a certain prefixed and Stipulated Sum, in lieu of the real produce of the Revenue, which Tenure by aumany gave the said — Tremelapah moodelliar great opportunities of throwing difficulties in this Respondents way to Secure the produce of the Revenues as well as secreting and — applying to his own use and also that of others — Considerable portions thereof, as had been before setforth, and this Respondent did further setforth, that the management of the Tennevelly Country, remained in the hands of the said Tremelapah moodelliar by aumany untill the End of July one thousand Seven hundred and Eighty two;- When he rented the same under Engagement to pay a certain Stipulated Sum — annually;- And this Respondent did say that it was chiefly owing to the fidelity of the Tasildars and other Servants stationed and employed by him through out the several Districts and places in the Tennevelly Country and to the said and afsistance he received from them, that he did receive and obtain the respective Sums from the Revenues of the said Country, for which he had given Credit in his accounts every month as

Receive

Receiver, and which he would not otherwise have been able to do. But the whole or the greatest part thereof would have been embezzled and applied to other services and purposes by the said Amuldar, and other the Circar or Government Officers of the Tennevelly Country, than for the use and benefit of the Honble Company. And this Respondent did also say, that it was moreover necessary for him to continue the appointment of the said Tasildars and other servants throughout the different Districts, and places of the Tennevelly Country, some time after the said Tremelapah moodelliar had entered into the engagements aforesaid, to pay an annual Stipulated Sum, for the Rent of the Tennevelly Country, beginning from the thirteenth day of July one thousand seven hundred and eighty two, in order to secure the great Ballance, then due on the Revenue for the aumany year; to Wit from the Twelfth day of July one thousand Seven hundred and eighty one, to the thirteenth day of July one thousand Seven hundred and eighty two, exclusive of the Kists or Stipulated Sums of money the said Tremelapah moodelliar, was under engagement to pay for the forthcoming year

And

And this Respondent did say that the several Sums of money so disbursed and paid by him for Servants and all other Charges of disbursements which this Respondent was obliged to pay on the account aforesaid were particularly specified in his monthly accounts for the Tennevelly and Madura Contries. This Respondent did also deny to Stand indebted unto the appellants on Behalf of the Honble Company in the Sum of Six thousand four hundred and seventy eight Pagodas eight fanams and five Cash, as was unjustly stated in the account Current annexed unto the said Bill marked or in any part thereof. But admitted that he was indebted unto the said Honble Company where he left the Tennevelly Country in the month of February one thousand seven hundred and eighty four on his account Current as Receiver of the Revenues of the said Country in the Sum of Two thousand One hundred and twenty two Portnovo Pagodas three fanams and twenty Cash, which Sum He in his answer said he was always ready to pay in their account and this Respondent did say that Iyles Irwen who appointed by the appellants to act in his

Employ

Employ of Receiver of the Revenues of the Tennevelly Country and unto whom he was ordered to pay the Ballance of Cash, that he had in his hands on account of the Honble Company, did permit and acquiese in his keeping the said Ballance of Two thousand one hundred and twenty two Portnovo Pagodas three fanams and twenty Cash, to answer and account for the same as the appellants upon his arrival at Fort Saint George should direct with the View, that the appellants would have made some compensation or allowance to this Respondent for the time he was detained in the Tennevelly Country on account of the Business of the Honble Company, after the allowance that this Respondent had before received was stopt by the said appellants, — But as the said appellants did not after his arrival at Fort St. George from the Tennevelly Country in the month of March one thousand Seven hundred and eighty four, signify their acquiescence in such this Respondents expectations, He this Respondent did pay unto the said appellants the said Ballance of Two thousand one hundred and Twenty two Portnovo Pagodas three fanams and twenty Cash, before the filing of their Bill of Complaint in the

the Mayors Court. — And this Respondent in his answer further setforth, in order to shew by what means the said Ballance arose and became due from him in his account Current as Receiver of the Revenues of the Tennevelly Country, on account of the said Honble Company, and that he was indebted unto the Honble Company no more than the Balance aforesaid when this Respondent left the Tennevelly Country in the month of February one thousand Seven hundred and Eighty four, to proceed to Fort Saint George — This Respondent did annex unto his said answer his accounts as Receiver with the Honble Company from the Twenty eighth day of February one thousand seven hundred and eighty three to the thirtieth of april one thousand seven hundred and Eighty three marked and which said accounts he delivered unto the said Eyles Irvin, who succeeded this Respondent to act as Receiver of the Revenues of the Tennevelly Country. And this Respondent did also annex unto his said answer his accounts as Receiver from the thirtieth of april to the thirtieth of September one thousand Seven hundred and

Eighty

Eighty three. marked which he this Respondent also delivered unto the said Eyles Irwin and after the said thirteeth day of September one thousand seven hundred and Eighty three, this Respondent did in his said answer, declare that he had no accounts as Receiver of the Revenues of the Tennevelly Country, — saving and excepting the aforesaid Ballance of Two thousand one hundred and twenty two Portnovo — Pagodas three fanams and twenty Cash — That was due by this Respondent to the Honble Company by his account Current dated the thirteeth September One thousand seven hundred and eighty three annexed unto the said answer marked Which said Ballance, this Respondent said he paid unto the appellants as he had before shewn — And this Respondent did further say that the difference between the account marked annexed unto the appellants Bill and the accounts annexed unto this Respondents answer marked did arise from the appellants having charged him in their said account marked with the Sum of nine thousand and Sixty Six Pagodas twenty eight fanams and

and forty six Cash, for the quantity of Five thousand four hundred and four Cottahs one Mercall, and one half measure of Paddy, which this Respondent by his account of Paddy in his Employ of Receiver, dated the Twenty eighth February One thousand Seven hundred and Eighty three, appeared to have under his Charge on account of the Honble Company, which Charge this Respondent did say was greatly above the value of the said Paddy, — and he could be bound only to answer for the quantity of Paddy, which he had in Store, and under his charge on account of the Honble Company, or on failure thereof, to produce an equal quantity of Paddy, or what might be, after reasonable, and necessary deductions for Wastage and Damage in keeping, as to make good such difficiency in money according to the markets price thereof, — But this Respondent, said that he had the said Paddy in Store and under his Charge on account of the Honble Company — And out of which the said Eyles Irwin who was appointed by the appellants to act in this Respondents Employ of Receiver of the Revenues of the Tennevelly Country on account of the

Honble

Honble Company did receive only one thousand and forty three Cottahs, and desired this Respondent to Sell and dispose of the remainder of the said Five thousand four hundred and four Cottahs one mercall, and one half measure on account of the Honble Company, - which - he this Respondent did accordingly, giving the Honble Company Credit for the quantity of Paddy he sold monthly, till the whole was sold and disposed of - For which this Respondent referred to the aforesaid account annexed unto his said answer, - and which said accounts this Respondent did declare the said Eyles Irwin did approve of - This Respondent did also observe that a difference did arise between the account annexed to the appellants Bill marked and the account annexed to his answer marked Because the appellants had not given this Respondent, Credit for the disbursements he was unavoidably obliged to make on account of the Honble Company as are particularly expressed and specified in the account annexed to this Respondents Answer, marked which accounts this Respondent declares he delivered to the said Eyles Irwin with his account of Paddy beforementioned marked And this Respondent did also say that there arose a difference between the account annexed to the appellants Bill marked and the account annexed to this Respondents answer marked Because the appellants in their account marked had unjustly charged this Respondent with a greater Sum, for Interest of money than the appellants had given him Credit for although this Respondent doubts not but it would appear that the said account marked annexed to the said Bill was unjust and mis-stated - And this Respondent did further in his answer say, that by the accounts annexed to his answer marked and from what he had otherwise in his said answer, fully and particularly setforth, that he this Respondent, was indebted unto the Honble Company, on the thirtieth of December one thousand Seven hundred and Eighty three in the Sum of Two thousand one hundred and twenty two Pagodas three fanams and twenty Cash only, as appeared by the account Current annexed marked which he was always ready and willing to pay on account of the Honble Company and that he only kept the said Ballance in his hands untill his arrival at Fort Saint George

George for the reasons that had been before given and alledged in his answer — Which he this Respondent doubted not would be deemed sufficient and satisfactory to indemnify and exempt this Respondent from the unjust charge for Interest in the account annexed unto the said Bill marked, — Which said Balance of Two thousand one hundred and twenty two Portnovo Pagodas three fanams and twenty Cash, this — Respondent did say he had paid unto the appellants —

And this Respondent did also in his said answer setforth, that having fully answered all and several the Charges and Claims contained in the appellants Bill and the account annexed marked, he denied to be indebted unto the appellants in the Ballance of thirty one thousand Seven hundred and forty Six Pagodas thirty eight fanams and — thirty Cash, as was unjustly stated in the appellants said account Current or in any part thereof, and this Respondent did also fully and amply answer all and every the other allegations and conclusions — thereupon, falsely and erroneously suggested by the appellants in their said Bill, — Praying that he might

might be dismissed from the said Honble Mayors Court with his reasonable Costs and Charges. —

And this Respondent Sheweth, that the said appellants did file a Replication unto the said Answer, but this Respondent doth deny, that the said Replication did in part or in whole, refute the strong and uncontroverstable Facts, on which the said Answer was grounded, but on the Contrary the said Replication did evade the said facts and all such parts of this Respondents answer, as were material to be replied unto, — and did not tend to maintain, or support the Bill of Complaint, except by partially staleing and — construing, the Letter wrote by this Respondent, previous to the commencement of the present action to the — appellants, Copy of which they did annex unto their said Bill, — And this Respondent did rejoin unto the said Replication, denying the several matters — therein contained, and supporting and maintaining in every part, his aforesaid answer, — and thereafter Issue did Join in the said Cause, and Rules did pass for the examination of Witnesses, and Witnesses were examined on Behalf of this Respondent, and of

the

the appellants and publication of the Depositions did
pass and the said Cause was settdown for hearing,
and coming on to be heard, in the said Mayors
Court, on monday the twenty Sixth day of May last
The said Court did Decree, that this Respondent should
pay unto the appellants the Sum of Two hundred
and sixty eight Portnovo Pagodas eight fanams
and four Cash, being so much charged by this
Respondent for Mr. orpins Bill for Charges
extraordinary, being travelling Charges and presents,
and also the Sum of Three hundred and forty Six
Portnovo Pagodas eleven fanams and Six Cash, being
so much charged by this Respondent, for presents
made by him, - Reckoning the Portnovo Pagodas at
eleven per Cent Batta with Interest thereon from
the twenty eighth day of February one thousand
seven hundred and Eighty three, - And this
Respondent sheweth, that it was further ordered,
and Decreed, that each party should recover Costs,
so far as they had prevailed in their suit, and this
Respondent sheweth, that Mr. Alderman Ross, one
of the Judges of the said Court did dissent from the
Resolution

Resolution of the said Court in their Decree upon all the
articles of the account Current annexed to the Bill of
Complaint, except the last charge of Six thousand four
hundred and seventy eight Pagodas, eight fanams and
five Cash, because he did not think the same to be
sufficiently supported, and this Respondent also
admits that Mr. Alderman Porcher one of the other
Judges of the said Court, did dissent from the resolution
of the said Court, upon the first Charge of the said
account Current, amounting to Six thousand seven
hundred and ninety Six Pagodas, thirty nine fanams
and forty Cash, - But this Respondent saith that
the appellants have been erroneously advised, in their
laying before this Honble Court the said two dissents
from the Decree of the said Mayors Court, because the
said Dissents, are not any part of the Decree which
is the only act of the said Mayors Court, which can
legally come before this Honble Court, as a Court of
Appeals, and therefore this Respondent doth object to
the reading of the said Dissents, or either of them at
hearing of this Cause before this Honble Court.

And this Respondent saith that the
appellants

Appellants are not aggrieved by the said Decree of the said Mayors Court, and they have been erroneously advised, to appeal therefrom, nor have the — appellants setforth any just, legal, or equitable, Cause of appeal against the said Decree of the Mayors Court.—

And this Respondent by way of answer unto the several Causes of objection against the said Decree Saith.—

To the First — — — This Respondent doth deny that it appears by the several proceedings in this Cause that the Conduct of this Respondent, hath not been hastily impeached, and impartially enquired into, and he doth also deny that every Degree of Temper, fairness, or moderation, were shewn in receiving the first Complaints from the Renter. But on the contrary this Respondent saith, that the irregular mode of inquiry, which appears — upon the proceedings, and therein avowed to have been under the authority of the appellants, was very injurious to this Respondent.— And the — report made upon such Enquiry.— If any such there was ought not have been made, by the appellants the Ground of an action against this Respondent, because, nothing can stronger shew the irregularity of the said pretended Enquiry, and consequent — Report, and that the Same was groundless and void of all warrantable foundation, than that the appellants have not produced any Evidence of the reality of the Complaints, which they — have suggested against this Respondent, nor of the pretended inquiry in consequence thereof, nor of any matter charged in their said Bill.— This Respondent therefore saith, that whatever motives the appellants might have been influenced by, in the direction of a mode of Enquiry into certain disputes between this Respondent, and the Renter, they were certainly erroneously advised, in adopting the — Result of such an Enquiry, under the name of a Report of a Court of Enquiry, as the Ground of their proceeding against this Respondent, in the first instance, as Representatives of the Honble — Company: and afterwards, from the whole of these matters, to frame their present action.— And this

by such Evidence, or continued to make use thereof of the same Charges and exaggerations thereupon, as setforth in their Bill of Complaint, except that such matters had been proved on Evidence at the hearing of the Cause; - and therefore this Respondent saith, that the appellants are not justified in asserting in their said appeal, that the said pretended Court of Enquiry was sett on foot, in consequence of Complaints made by the Renter against this Respondent, - Because it appears by the proceedings and Evidence thereupon, this Respondent did complain of the Conduct of the Renter in not paying this Respondent, the County Revenues of the said Districts of Tennevelly &c; But instead thereof that he converted the same to his own use, and to the use of other private persons, and it doth also appear by Evidence, that the Representation which this Respondent made to the Renter of such his Conduct, the modes he took to prevent it in future, and the Complaints that he made thereof to the Presidency, were in every circumstance Severally true

true, and that the disappointment which the said Renter was obliged to sustain, from the vigilance of this Respondent over his Conduct to compell him to a fair reckoning and payment of the Revenues, was the first Cause of the difficulties, he met with in the execution of his office, of Receiver of the said Revenues, by the Renter, and others whose private interests were affected by the restraint this Respondent held over their Conduct; - Therefore the Causes of the said pretended Court of Enquiry, should have been asserted, not as arising from the Complaints of the Renter; - But the disagreements and disputes between this Respondent, and the Renter ought to have been severally setforth, together with the Grounds on which they were individually supported, in order to pursue and preserve the language of impartiality, and the line of truth directed by the Evidence to the former real State of Facts, - and this Respondent saith, that instead of any Cause of Complaint laying with them, or that he was guilty of any misconduct in the transacting and carrying on the duties of his Employ as Receiver

this Respondent saith that the whole of his Conduct in respect to the matters relating to the said pretended Court of Enquiry was such, as shewed a willingness to give every satisfaction, and explanation of the circumstances, on which the said Eylis Irevin did want information and this Respondent on all occasions gave a full and candid account touching the matters that were necessary to be accounted for during the time that he remained in the Tennevelly Country, and after he came to the Presidency; - and this Respondent saith, that this readiness, on his part is very fully demonstrated in the Letter he addressed to the appellants Secretary Mr. John Haddleston, which is an artless Justification of his Conduct, at a time he was called upon thereto by his Superiors, unguarded by any equivocation, or reserve, and without premeditation of the same being any way further usefull to him, than to effect an exculpation of the Charges, which had been wrongly and unjustly instigated against him, to the appellants; - much less could he have any apprehension that a respectfull stile, in which the said Letter was written, and the Language of concession, in which he expressed himself therein, would have thereafter been construed as an acknowledgement of the truth of such Charges, or into a backwardness in this Respondent, to vindicate himself against them; - notwithstanding which the appellants have been advised to make use of this Letter, as a principal ground of their action, and as uncontrovertable Evidence of the truth of it, - contrary to the purpose for which it was written by this Respondent, or originally required by the appellants; - Wherefore this Respondent cannot confess, that he hath met with that temper, fairness, or moderation, which the appellants say have been shewn towards him; - nor that the proceedings against him have been carried on with that impartiality expressed in the appellants Petition and appeal; - Because the appellants being was in full possession of the Evidence, on the proceedings as well on the part of this Respondent, as on their own parts; - They ought not to have asserted any matter in their appeal, which is not warranted by

Receiver of the Revenues of the Tennevelly Country; The Evidence before the Court doth almost generally speak of the difficulties he had to labor under, from the embezzlement of the Revenue, by the Renter, and thereby not paying him the Revenues of the Country, but instead thereof applying the same to his own use, and to the discharge of private engagements, entered into by him with Sundry persons in the District, - Some of which Evidence this Respondent will pray leave to recite in part with the view of setting forth the real state of Facts, which produced all the embarrassments this Respondent had thrown in the way of his doing his duty, and the means taken by the Renter, to revenge the disappointment he felt from this Respondent persisting in the execution of the orders from the Committee, to secure the whole of the Nabobs share of the Revenues to the publick Service, during the War, and which they did enjoin this Respondent to see fulfilled, and as they foresaw that such impediments might be thrown in this Respondents way, by the Concerns of

of individuals, Europeans, or natives, they did authorize this Respondent to enforce, if it should be necessary, the directions given by the Nabob, for suspending the operation of all the Tuncas or assignments of a private nature, untill the Conclusion of the War, - These Evidence, are as follow, - Mootah Veerapillah - Deposes that he hath heard, that Tremelapah moodelliar and Mr. Light had money Transactions together, and that there was an altercation at the Cutcherry between this Respondents Dubash and Mr. Lights Dubash, Tremelapah and Muncoil permaul pilla his Sumpredee, - and that it was occasioned by this Respondents Dubash accusing Muncoil permaul pilla of paying Thirty thousand /30,000/ Chuchrams from the Cutcherry to Mr. Light, Comara Swamy depoes - That this Respondents Dubash, did often complain to the Amuldar, that Munacoil permal pillah did not pay the whole of the Revenues to this Respondent, - and also that he hath heard of a dispute, that happened between this Respondent and

and the Amuldar or Renter on account of his having paid thereby thirty thousand /30,000/ Chuchrams to Mr. Light of the Circar money, as well as because he the Amuldar have taken some money for — himself. - He deposes that this Respondent spoke of this matter to Mr. Light himself, and that in consequence thereof, a disagreement ensued between them, - and that Mr. Light urged the Amuldar to make Complaint to Madras, against this Respondent, desiring he would represent him as a person who embarrassed him so much that he could not — collect the Revenues. - This Evidence is further very full on the abuses of the Renter in his Employ, and of the under-hand means taken by him to injure this Respondent, at the Presidency, For the particulars of which this Respondent prays to refer, - Sooborow one of the Nabobs Servants, deposes that Mr. Light, was Pay master at the time that this Respondent was Receiver, and Tremelapah — moodelliar Renter, and that Mr. Light had — money Transactions with the Renter previous and Subsequent to the arrival of this Respondent in the

Tennevelly

Tennevelly Country, - and that Mr. Light had before this Respondents arrival Claims on the Darmapse- num District, in consequence thereof, and that the Ballance due was paid by the Renter to Mr. — Light after the arrival of this Respondent, — Senevasarow another of the Nabobs Servants - deposes that the amuldar or Renter, and this Respondent did disagree, on account of the Amuldar having spent some part of the Revenues, - He also deposes that he had heard that Mr. Light and the Renter had money Transactions together, before and after the Payment of Thirty thousand Chuchrams by the Renter to Mr. Light, - Mahomed Ally Covoda Deposes that Mr. Light and the Renter had money Transactions together, before and after this — Respondents arrival in the Tennevelly Country, — and that he had heard that Mr. Light had given one Lack of Pagodas to the Nabob, on — Condition that the Tennevelly Country, should be placed under the management of Tremelapah — Moodelliar; - Nella seva Moodelly deposes that - This Respondent was under the necessity of using

means

means to secure the Collections to the Company to prevent their being applied towards the Payment of the Renters Debts, his Creditors being at that time very urgent for Payment;- that the Renter did not give a full account of the Revenues on account of his owing a Considerable Sum of money to Mr. Light, and Mr. Dott; Colonel Joseph Bellcliffe deposes— That this Respondent, and the Renter never did agree very well, and that this Respondent frequently told him that the Renter was delatory in paying the Revenues;- Charles Oakley David Haliburton, and George Moubray severally depose; that there were at different times Complaints sent by this Respondent to Government, against the Renter for not paying the Revenues agreeable to his engagements, and that they believe that such representations were true—

This Respondent saith that he hath thought proper to setforth this part of the Evidence to shew, that part of his answer, wherein he states the wrong appropriation of the Revenues by the Renter, and the Confederacy that was formed — against this Respondent by him and others with a view

view to revenge their disappointment in receiving, and converting, to their own use, the Revenues of the — Country by the vegilance and exertions of this — Respondent,- was the Sole Cause of all the embarrass- = ments and difficulties, he met with in the — execution of his office,- and was the ground work on which all the Errors, and misconstructions of the present action are found,- And this — Respondent saith that he hath no doubt but he shall be able in this his answer, to make — applications, of other parts of the Evidence — equally just and apposite, and in order thereto, this Respondent saith,- That he denies that the First Charge, as being the difference between this Respondents Recits to the Renter of Tennevelly, and the Bazar Rates of Exchange from October One — thousand seven hundred and Eighty one, to the end of February One thousand seven hundred and Eighty three,- and a Loss in the Cash paid into this Respondents hands which the appellants say appears by the Cutchery Records,- an attested Statement of which they say was entered on the — proceedings

Proceeding of the Court of Enquiry held by Mr. Irwin by order of Government amounting to the Sum of Seven — thousand five hundred and forty four Porto Novo Pagodas and one half, is supported by the said Statement of the Cutcherry Records forming the Exhibit B annexed to the Bill of Complaint / and which is the Exhibit marked A produced at the hearing by the appellants or by any Evidence taken and examined thereupon or otherwise - But on the Contrary the said pretended Statement, is absolutely denied by this Respondent to have been produced on any occasion at the pretended — Court of Enquiry held by Mr. Eyles Irwin and this Respondent in his answer said, that if it had been produced that he could have effected the same — and the same now stands without any manner of proof or support, so as to make good the appellants Charge against this Respondent, and this — Respondent saith, that the appellants were wrongly advised, in making the said Exhibit a Ground of their said Charge, - without attending to the nature of this Respondents Station of Receiver of the Revenues of the Tennevelly Country, The Circumstances of

of the time he remained therein, - To the authorities under which he acted, - the manner of his executing those authorities, - and the proof that this Respondent did produce of his having executed them to the — utmost of his skill, with Integrity, which he can from the Evidence, defy malice and falsehood, to defame, - and with a punctuality that allows of the greatest perspicuity. —

And this Respondent saith that his appointment was of a nature that ought not, even if he had in the execution thereof, exposed himself to the suspicions of his Superiors to have exposed him to their disapprobation in the manner it was — expressed, - and the proceedings upon his Conduct under the pretended Court of Enquiry, which is so frequently mentioned, but never brought forward nor in any part proved, being, entirely illegal — arbitrary, and in-effectual, under the most favorable lights that have been attempted to be thrown on it to afford any Color of proof - Cannot be allowed to prevail against the Regular and unexceptionable manner, this Respondent did adopt, as the plan of

execution —

execution of his Employ, and in doing which he had a constant Eye to the Directions of the Select Committee, by whom he was nominated thereto, expressed in the following Words, — We recommended to your taking particular Care that all Receipts of money or Grain shall be authenticated in such a manner as appears to you best calculated for preventing all future disputes, and that if practicable, one or more of the Nabobs Servants, be present both at the Receipt and delivery of Grain, — In conformity whereto, this Respondent did give Receipts, for money and Grain to the Renter, and received from the Renter Whosoul Furruds or Certificates, Certifying the Payment of a certain number of Chachrams, at a certain Exchange therein attested, according to which the said number of Chuchrams produced the consequent Sum in Portnovo Pagodas, — Which Whosoul Furruds he also caused to be signed by the Renter, and three of the principal officers under him in the management of the affairs of the Tennevelly Country, as Renter thereof. —

But the appellants will not allow that the mode

mode of settling the Exchange of the Tennevelly money, was just and fair, and insist that this Respondent did oblige the Renter to take Receipts from him, at one and an half fanam more on each Portnovo Pagoda, than the Exchange of the District, or Bazar Exchange, which Terms the — appellants do indiscriminately make use of, throughout their proceedings to signify the Rate of Exchange, at which they ought to have had Credit from this Respondent, and the appellants in order to shew, that they are just in their said Charge, do annex unto their Bill an account — confusedly made out, and without signature, and which they say they have proved by the Evidence of James Dotté, and other Evidence, — Which this Respondent doth beg leave to not to admit, because the whole of the said James Dotté's Evidence is very indirect — and is at most only founded on hear say from Tremelapah moodelliar the Renter and Mr. Light — and only speaks from recollection that the Rates of Exchange stated in the Exhibit marked A did very nearly if not in every respect agree with the Bazar Rates of Exchange recorded by Mr. Light, — But he says he is not competent to reply to that part respecting Grain, — So that the said account is not in fact proved in part, much less in the whole, — This —

Respondent

Respondent Saith, that he hath only made this one observation on the misconstruction of the Evidence — among the many others interspersed thro' the said Petition and appeal, — But this Respondent saith that on the supposition that the said Exhibit A did contain an exact account of the Rates of Exchange of the District, or of the Bazar, — This Respondent doth not think that the same is a matter in issue in this Cause, without that the appellants could apply that this Respondent could have procured Pagodas for the Chuchrams, or fanams paid by the Renter to him on account of the Revenues at the rates of Exchange as stated in the said Exhibit A which they have not done, — It appears and is proved that the Renter gave Certificates of the Exchange, under his hand officially in the Cutcherry, — The Ground that he, this Respondent obliged the Renter to take Receipts at an improper Exchange, is from his own private Clamour, — among persons whose Interest it was to embarrass, and perplex this Respondent in the Recupt of the Revenues of the Tennevelly Country — And this Respondent Saith that the Certificates given under hand, officially by the Renter is not the only Evidence of the Justness and fairness of this

Respondents

Respondents Conduct, in the settling of the Rates of Exchange for the Chuchrams, and Fanams paid him by the Renter, but this Certificate is also further attested by the Nabobs' officers in open Cutcherry, namely the Persian Sheristadar, Hindoo Sheristadar, and Malabar Sumprodee, — the originals of which Whosols, are proved by the said — persons, To Wit by Muncoil permal pilla, Strenavaseraw, and Soobrow, — It seems therefore unaccountable how — these persons who are said to have been present, at the pretended Court of Enquiry, should not have given same explanation of this matter, or that the appellants should not have been advised to examine them thereto and particularly as they were informed of the use this Respondent had in view to make of the said Exhibits, and that this Respondent had gone into an Examination thereof, as a principal Ground of his Answer and Defence, — And this Respondent Saith that the Appellants ought to have proved that — Pagodas could have been procured, by the fanams given in payment to this Respondent, at the pretended Bazar rate of Exchange or at any other Exchange — less than that which is certified to be the Exchange of the Tennevelly Country, by the Renter and Cutcherry Servants, — Because a principal part of this Respondents Answer and

Defence

Defence goes to the Denial, that Pagodas could have been procured at the common Bazar Rate of Exchange; — That he objected to receive fanams because his accounts with the Company were to be kept in Pagodas - and that the said Tremelapah moodelliar objected to pay him in Pagodas insisting on paying him the Revenues in fanams, because it was the Specie or Coin of the Country — That the difficulty in procuring Pagodas was increased by a variety of Causes; - all which are fully proved as stated and setforth in his answer; — From which this Construction is evident, that this Respondent did not want to receive fanams but insisted on having Pagodas in payment, and that he could not therefore have in contemplation the turning the Exchange of the fanams to his own advantage, nor can it be credited that the Renter would continue to give monthly Certificates, to this Respondent, in the manner, at an Exchange that was unfair or unreasonable, or at an Exchange more than he himself or any other person could procure Pagodas; — nor that the Officers of the Cutcherry would attest the said Certificates by their own Signatures, — He absolutely declined procuring Pagodas himself because he would not take the trouble nor run the Risk - which shews how-evilling he was to ease himself of these burthens and lay them on this Respondent, which this Respondent was therefore obliged to take upon himself. —

And this Respondent saith that nothing can be more inconsistent, than the Charge of this Respondent having obliged the Renter to take receipts, at one and an half fanam on each Portnovo Pagodas - as a matter neither existing in probabelity or possibelity, - It is no where denied that the Receipts given by this Respondent, did not agree with the Certificates given by the Renter, and Counter signed or attested by the three Cutcherry officers, before mentioned; - nor is there any Evidence sett up against these persons, nor are they themselves examined by the appellants, to disprove their Signatures, or that it was given under fear or favor or procured by artifice or fraud; - The hear-say of Tremelapah moodelliar, published after his death is the only opposition which is presumed against his own act, in his life time regularly and officially attested, and duely proved to have been so; - This Respondent therefore Saith, that it is not in fact necessary for him to enter further into the objections to the Decree of the Honble the Mayor's Court, made by the appellants than by a reference to his answer and the Evidence thereon —

But —

But as they have entered so largely into the Evidence and having misconstrued the same so much to the purpose of Justifying the said Charge, it may also be expected that this Respondent shall shew in what parts such misconstructions are made, and otherwise to apply his Evidence in support of his answer, in such parts thereof as the appellants have from the arguments used in their said appeal endeavored to controvert or disprove;— This Respondent saith that that part of Colonel Bidcliffes Evidence, which deposes to the Renter having informed him that this Respondent did require him to take fanams at an improper Exchange, is no more Evidence than the Deposition of James Dott, absolutely to prove the Exchange such as this Respondent could have procured Pagodas at;— And this Respondent saith, that the appellants do frequently speak of the said Exhibit A According exactly with the Cutcherry Records,— which matter is absolutely denied and is no where proved,— and the appellants are wrongly advised in making use of a term of that nature as if to lead away the opinions of the Judges of this Honble Court, to a belief that there was an established Exchange throughout the Tennevelly Country, and that the rate of Exchange of fanams for Pagodas

Pagodas was fixed and regulated under authority of the Cutcherry, and that such determination did constitute a Judgement under the Sanction of a Record,— and that Pagodas could beget with ease to any number and at any time for fanams at that Exchange,— which this Respondent hath denied, and upon principals that prove, that the only Cutcherry Records of Exchange touching the matters in question are the Certificates of the Renter, attested by the officers under him,— The appellants quote the Evidence of Mahamed ally Corodah,— and observe that this Respondents Dubash did carry fanams to the Cutcherry to get them exchanged in Pagodas,— But the appellants do not also observe that this request was not complied with, because Pagodas were difficult to be got,— The appellants do also recite other Evidence, who depose to fanams being carried to the Cutcherry for the purpose of getting them Exchange into Pagodas and that they were carried away on account of the Refusal of the Renter to procure Pagodas that these applications were frequently made but were never not complied with by the Renter for Reasons giving by him, To wit on account of the difficulty of getting Pagodas and that he would not take the trouble and Risk upon himself— These frequent

personal

personal applications do prove that Pagodas were
not procurable at the Bazar Exchange,— Munacoil permall
pilla speaks particularly of this difficulty— and
deposes particularly that the Renter did not offer to
this Respondent or to his Dubash to give Receipts
according to the Buzar Rate,— But that he heard him
say in his own House, that he would not allow any other
than the Buzar Exchange,— Why for what Reason could
this be at what instigation but of the Confideracy this
Respondent hath before setforth;— Because he
Continues to depose, he knoweth that there never was
any dispute about the Exchange,— This Munacoil
permal pillah was the accountant of the Renter, and
of course must know the Concerns relating to the
Rentership, and he saith further that after the Renter
and this Respondent disagreed, the Amuldar or Renter
wrote Complaints against this Respondent, about the
Exchange and other matters,— which tallies exactly
with what this Respondent hath setforth in his
answer as the consequence of his chucking the Renter in
his attempts to appropriate the Revenues, but such
Complaints do by no means prove that there was any
thing improper in the Conduct of this Respondent
respecting the transactions he had with the Renter

relating

relating to the settling of the Exchange, because the
Conduct of the Renter in relation to the Complaints he
made, was under hand, secret, and false, whereas his
Conduct towards this Respondent in settling the Exchange
was open, publick and attested to be true by persons
Joined with him in the management of the affairs of
the Revenue, in the Service of His Highness the Nabob,
from whom there doth not appear, nor do the appellants
pretend that there were any Complaints or Cause of
Complaints, came before them against this Respondents
Conduct, which if there had come any Complaints
which bore Just or colorable Cause he would undoubtedly
have represented the same to the appellants,— And
this Respondent saith that it appears throughout the
whole of this Evidence and of the other Evidence
respecting these matters that the difference of the
Exchange was settled according to the difficulty of the
times, which were embarrassed with a General War
and Commotion from different parties Some times
one and a half fanam some times one and quarter
and soon;— And it is evident from the whole
Evidence, that the advance on the Exchange arose from
the troubles of the times and that Pagodas could not have
been procured on better terms than they were by this

Respondent

Respondent and it appears by the Evidence of Shenawasrow the Sindevoy Sheristadar, of the District, that it was usual as the Custom of the Country to allow thirteen thirty second parts of a fanam beyond the Buzar Exchange, throughout the District for the trouble of getting Pagodas, but through the disturbances in the Country from the Polygars the Difficulty of getting Pagodas was greatly encreased, and therefore a further allowance was made to this Respondent by the Consent of the Renter, and such Consent this Respondent observes was an acknowledgement of the necessity there was of giving a higher Exchange, than the Buzar Exchange, but the Renter would not himself Procure Pagodas either at the Buzar Exchange, or at the advanced Exchange; he allowed this Respondent to procure Pagodas at, — From which Circumstances this Respondent will pray to infer, — That the Buzar Exchange was so far from being the Rate at which Pagodas could be procured in the Tennevelly Country, that the Renter would not even undertake to procure Pagodas at the advanced rate of Exchange for which he gave his Certificates, because he would not take upon himself the trouble and the Risk; — It is not therefore to be accounted for how the Appellants could have been advised to insist upon the Justness of their Charge, grounded on the Bazar Exchange at which, it is proved by a numerous Evidence to have been impossible to Procure Pagodas; — and it is also equally clear from the said Evidence, that this Respondents accounts were settled by the Accounts of the Cutcherry accounts; — Which can only mean that they were settled in that form and mode, and with that Justness which was requisite and proper for publick acts of that nature to be settled and executed; — and it is this difference of the Exchange which the appellants have attatched themselves to, in order to favor their Charge of difficiency and loss; — and do take particular notice of that part of the said Sunvasarow's Evidence, wherein he deposes that Mr. Irwin Mr. Torin, Manacoil permall pilla and Kistna pillah, Mr. Lights Dubash, did order him to compare this Respondents — accounts with the Circar accounts and note the Defficiency; — That he did do so, and delivered it to Mr. Torin, and that the Difficiency in Exchange in money and Grain was Twenty seven thousand Six hundred and twenty Six / 27,626 / Chuckrams — and also of the Evidence of Sooborow, who deposes much to the same purpose — But the appellants have partially applied this —

Evidence

Evidence, by generally alledging that the aforesaid amount doth nearly agra with the Statement, without particularly applying the same or attending to other parts of the Evidence, which do entirely and clearly sett aside every Idea of responsibelity on this Respondent for this difference in accounts not produced and it is not a fair way of reading an Evidence to select a part thereof for particular purposes, and suprefs other parts which explain and direct to a right understanding of the Witnefses meaning, — and in order to give a proper Light to the real sense of these Witnefsis this Respondent saith that they both executed the Whowls of Certificates of the Rate of Exchange at which the fanams paid by the Renter were to be accounted for by this Respondent — and Soobrow doth pointedly say that No force was used by this Respondent with the amuldar in fixing the Exchange for purchasing Pagodas, But that it was settled in good agreement, and one Receipt had passed, that when they afterwards disagreed the Renter said he would not allow that difference in future, but would allow the Bazar price, — That this Respondents Dubash then came to the Cutcherry, and brought a Sum of money in fanams, by Golah Peons, and demanded Pagodas, saying that they could not be brought at the Bazar —

Bazar price — That the Amuldar said he could not get Pagodas and again settled a purchasing price — That the Grain delivered to this Respondent was reckoned according to agreement between him and the Amuldar at the same rate as was settled for Pagodas — He deposes also that he doth know from his office that Munacoil permaul pillah did propose to the Amuldar that he should make out a wrong account against this Respondent different from what they had settled and signed but he would not consent, — Whether the wrong accounts proposed to be drawn out by Manacoil permaul pillah at that time were not afterwards drawn is not ascertained — But it is Evident that accounts were drawn out differing from the Cutcherry accounts by which this Respondents accounts were settled and in all likely-hood the false account which was suggested by the said Munacoil, was the same as the account which the appellants stile a Statement from the Cutcherry Records, — Because the same is not authenticated or vouched to be true by any person who drew out the said account nor by the Signature of any person who approved it, but the same is introduced in the Bill with every want of authenticity, — and is left wholy

wholly unsupported by Evidence or by any one Circumstance which leads to an Idea of the Probability, that Pagodas could be procured by this Respondent, or by any other person at the Exchange therein Specified, — But there was an absolute necessity that the Renter should admit of an Exchange exceeding the Buzar Exchange, which is well known, is not calculated to determine the value of fanams but for small Sums, and not for the Revenue of a Country, — And this Respondent therefore saith, that as the Renter would not take the trouble and Risk of procuring Pagodas himself, nothing could be more Just than that he should give this Respondent Certificates of the Rate of Exchange at which this Respondent did take the trouble and Risk himself to procure them, — and it was the clearest method and the least liable to future disputes, — Because upon the Supposition that this Respondent had allowed the Renter to Debit the Company for the fanams he paid this Respondent on account of the Revenues at the low Rate the Appellants insist, — The Company would have been debited for a greater Sum in Pagodas than this Respondent would have been able to procure for the fanams, — It being undeniable that Pagodas could not be got at that Exchange — The appellants cannot insist

insist on it, against such a Body of uniform and regular Evidence — The Consequence would have been that this Respondent would have been obliged to keep an account with the Company of the Difference of Exchange, — and they would naturally have debited the Nabobs account for the deficiency, — between the amount Pagodas the fanams had produced on the Renters Books at the Buzar Exchange, — and the amount of Pagodas purchased by this Respondent with the fanams at such an Exchange, as he had been able to procure the Pagodas which — Last made would have left an opening to doubt, suspicion and uncertainty as the transaction would have been managed discretionally and at large by this Respondent without any Check or Controul, but this Respondent having always in view the direction of the Select Committee — Did give Receipts for a certain Number of fanams and a certain Number of Pagodas, arising from them at a fixed Exchange and for no more, — and required in return a Certificate of the same Number of fanams and Pagodas having been paid and no more — And this Respondent Saith that the said Certificates are authenticated in a manner that will not allow of any doubt — Nor can it be supposed that the Nabobs own Servants would have diminished his Revenues by debiting this

this Respondent on account of the Company for the fanams paid him at a higher rate of Exchange, than they could have been procured at or that the Nabob would have suffered such an injustice, without a proper representation thereof to the appellants,— which they do not however pretend that he did or that he was otherwise than satisfied with this Respondents Conduct, during the time he acted as Receiver of the Revenues of the Tennevelly Country, in this and every other instance.—

And this Respondent saith that the — application of that part of the Evidence of the aforesaid Soobarow and Seenevasarow respecting the difference — Exchange on money and Grain, is very confused and such as doth by no means attatch to the Charge of the appellants relating thereto or to any of them nor to any part of the proceedings, because the whole of the Evidence ought to be taken together, and thereupon a View be made how far the same doth tend to support the appellants Charge — By which mode it will be found that this Respondents manner of settling the Exchange was regular fair and unexceptionable.—

And this Respondent saith that so far from his answer being in any Respect evasive, the Same doth more resemble a Voluntary Vindication than a —

Compulsory —

Compulsory Justification,— and this Respondent was not bound by the Course of the Law to be so ample and — degressive, as he hath been, and he was advised that he did thereby expose himself to advantages which might be taken by the appellants to his prejudice, — and this Respondent hath not only been full and particular in his Answer — but hath been equally forward to Support the same by Evidence in both which instances, he took upon himself — a burthen that he was not bound to bear, but he might according to the modes of the Law have pleaded the — General Issue to the appellants action, and thereby put them to the proof of every article, composing the same — all which advantages on his part he hath waved, and hath entered into the large field of legal disquestion and hath not only undertaken an examination of the Errors of the appellants Bill, but of the truth of his answer — even to the minutest particular, that could or was — necessary for him to do,— And therefore the appellants ought not to allledge in their appeal that this Respondent hath not entered fully into the merits of the aforesaid Charge,— And this Respondent saith that the — appellants have been advised to put many Constructions on the Evidence produced which the Words it is deposed in do not in any sense import and wrongly to asspify

defects

defects of Evidence in other instances as a mark of the Justness of the said Charge, when in fact it was the duty of the appellants, to prove to the Court, their several Charges in the same distinct, Clear and satisfactory manner, as they are denied by this Respondent,— And therefore this Respondent saith that he denies that the appellants have proved the said Charge, or that there is any — Evidence, wherein to warrant a Decree for the Same but insist that the Decree of the Mayors Court, relating thereto is Just and Legal, and the appellants are not nor can they be aggrieved thereby,— This Respondent in answer to the second objection against the said Decree, upon the Second article of the appellants Charge, saith that the appellants have so blended this Charge with foreign matters, that it appears under a discreption quite — different from what they have given it in their Bill of Complaint, - and is scarcely to be understood, - nor have the appellants understood the same to be in the real light it is during the whole Course of the — proceedings - The View of the appellants however is to recover from this Respondent the Sum of Two thousand nine hundred and forty one Portnovo Pagodas and — seven eighths of a Pagoda as being the difference — between Thirty four thousand eight hundred and eighty three Portnovo Pagodas and five Sixteenths of a Pagoda, for which Sum they mean they ought to have had Credit and the Sum of Thirty one thousand nine hundred and forty one Portnovo Pagodas and Seven Sixteenths of a Pagoda, for which they mean they have only had Credit from this Respondent arising out of the difference of the Exchange,— upon the Grounds of the aforementioned First Charge that this — Respondents Receipts and the Renters Certificates were at a higher Exchange than the Buzar Exchange,— which — erroneous mode of Calculation in their own favor doth — greatly tend to shew the want of foundation for this part of the appellants Charge, or of any other part thereof, and that they have been misled thereto by persons in whom they confided and whose interest evidently appears to have induced them to draw out the same to prejudice this Respondent, — with the appellants and the Honble Company,— Because upon the slightest attention to their own account and to the proceedings - It will appear that this Respondent did not receive any money from the Renter on this Account - But that the transaction arose from the delivery of twenty two — thousand Seven hundred and fifty two Cottahs, three Mercalls and five measures of Paddy for which the Honble Company were to be debited in specie as so much received by this — Respondent on account of the Revenues From whence the —

following

following conclusions naturally ariseth To Wit That all this Respondent had to do was to receive the Grain and to give Credit to the Renter for the value of it in Pagodas the specie in which he kept his accounts with the appellants on account of the Honble Company In order to which it was necessary for him to settle the Exchange of the fanams according to the times of the delivery of the Grain with the View to keep his accounts clear & free from disputes in this instance as well as in that when the Revenues were paid to him in fanams as before fully explained, and for the same purposes, and therefore the Exchange for the Value of the Grain in fanams was settled by the Renter and the other officers of the Cutcherry in the same manner as were settled the Exchange upon Receipts of fanams on account of the Company, and this Respondent hath annexed to his answer a form of one of these Receipts for Grain marked And the Whoosool or Certificate given by the Renter in Consequence marked And this Respondent Saith, that having been so full in his answer respecting these two Charges, and the Error thereof being so very apparent, it is not necessary for him to make any further remarks on the appellants Objection to the Decree thereon, except to repeat that the said Charge is directly reverse to what the appellants have made it Because it is

Evident

Evident that if the Exchange on the fanams for Grain had been settled at the Exchange they say, that it ought to have been, the Honble Company would have been debited by the Renter for the Sum of Thirty four thousand Eight hundred and eighty three Portnovo Pagodas and five Sixteenths of a Pagoda, instead of the Sum of Thirty one thousand nine hundred and forty one Portnovo Pagodas and Seven Sixteenths of a Pagoda, which they have been only debited for at the Exchange as settled by the Renter, which makes a difference of Two thousand Nine hundred and forty one Portnovo Pagodas and Seven Eighteenths of a Pagodas in their favor instead of being to their prejudice And this Respondent having settled the Exchange of money and Grain on the same principles doth shew that he had a regard to fairness and impartiality throughout the whole of his management, as well with respect to the Interest of the Company as to the Nabob — And this Respondent by way of Remark on the third Objection against the said Decree whereby the appellants do contend that they ought to have a Decree for their third Charge, as a pretended Loss by this Respondent having altered the established measure of Grain, — This Respondent saith that the appellants have been equally misled on this Ground of their

Action

Action as in the other parts thereof and being without any foundation, is also without proof — And this Respondent therefore denies that the Statement A is supported in this instance more than in the two formers, and this Respondent saith that no application can be made to the said Exhibit marked A from the Evidence of Soobarow the said Exhibit having been uniformly denied by this Respondent and is no where proved, and this Respondent hath already declared his not being acquainted with the said Statement, which from its confused imperfect and unauthentick form and appearance is not intelligible upon the common principles of reckoning, and accounts and no truth can be clearer than that which this Respondent hath demonstrated on the former Charge, that the appellants have been so far misled therein, as to Ground the same on the very reversed state than that in which it ought upon these principles to stand if Just, — and this Respondent saith that this Charge called for the most exact and punctual Evidence because the appellants have been very pointed in their Charge of the diffiency they say there was in the measure used by this Respondent and the established measure of Pallamcottah and that it amounted to Eleven and a half measures

measures per Cottah of one hundred and sixty eight measures Less than the measure at which this Respondent Received it from the Renter, Nevertheless the said Charge is equally without support, as any of the other Charges notwithstanding which, the appellants have been advised to insist that the same is supported by the Evidence of Nellaswah moodelly, Comurroo Swamy and Pitchapillah given on the part of this Respondent, — For it may be observed throughout the whole of the objections against the Decree of the Mayors Court, that the same are made to rest on misconstructions put on this Respondents Evidence, there being a total deficiency of any direct Evidence on their own parts, to answer any of the purposes of the Bill of Compliant, — This Respondent is therefore induced to shew to this Honble Court that the said Evidence is wholly in favor and in support of his answer, and that he hath proved the same thereby in the fullest and most unequivocal manner, — Nellaswah moodelly deposes that the Renter delivered part of the Revenues to this Respondent in Paddy, — That the measure or mercal used in delivering the same was the usual Circar Mercal and that a great part of the Paddy delivered to Mr. William Light for the use of the Garrison was measured out by this Mercall and that no other Mercall was used, — By which it appears that this

Respondent

Respondent Received Paddy from the Renter at a certain measure and that he delivered it out to Mr. Light by the same measure as it was delivered to him, — The same Deponent then after said, — That a Complaint was made by the Sepoys in Garrison, to the Commandant, on account of the measure, at which they received their Paddy, being less than another measure called Circar Mundshop — Mercall, — But which last Mercal he saith had — never been used by the Paymaster, or the Commandant, however, in Consequence of these Complaints, — The Commandant sent for this Respondents Mercal, and compared it with the Circar Mundshop Mercal and that it appeared to be some what less, than the Circar Mundy shop Mercall, which was afterwards made use of, upon which this Respondent will pray to observe that by this Evidence, it appears that the Sepoys wanted to have their Grain delivered to them by a larger — measure, than had been usual, and which on examination was found to be some what larger, than the measure by which this Respondent Received the Grain from the Renter, but it doth not appear by this or any other Evidence, that this Respondent did deliver out Grain to Mr. Light, at a less measure than the one by which he did receive it from the Renter, and in Contradiction

of

of the appellants Charge this Respondent saith, that the same Witness deposes, that the established measure of the Garrison was not altered by this Respondent, Comaroo — Savomy — deposes, that he doth know that the Renter paid a part of the Revenue to this Respondent in Grain and that he also delivered to this Respondent a Circar mercal by which the Grain was measured, to and received by this Respondents Servants, — That he heard that this Respondent did deliver some part of the Grain to Mr. Light — That he hath heard that this Respondents Servants did deliver a small quantity of Grain to Mr. Lights Servants, by the said Circar measure, at which it was delivered to him by the Renter, — that an examination afterwards took place of the Circar Mercall, and the Mercal kept by Colonel Bideliffe, who finding that the Circar measure was smaller ordered the former to be brought to the standard of the latter, — and it appears by the same Evidence, that this Respondents Dubash acquainted the Renter of Colonel Bideliffe, having altered the measure he had delivered to this Respondent, — Pitchapilla Deposes that he doth know that the Renter did deliver part of the Revenues in Paddy to this Respondent, and that it was delivered by the mercal of the Circar, — that such Paddy as Mr. Light wanted for the use of the Sepoys and

Garrison

Garrison was delivered to him by this Respondent and that he doth know that the Paddy was delivered to Mr. Light by the same measure it was measured to this Respondent,— and the Deponent was the person who delivered it.— He then deposes that some time after Mr. Lights Dubash reported to Colonel Bidcliffe that this Respondents Mercal, by which can only be understood — the aforesaid Mercal delivered him by the Renter was smaller than the Pallemcottah Mercal,— That the said Colonel Bidcliffe did thereupon send for him the said Deponent, and that finding that the mercall used by this Respondent, was smaller it was altered and — made equal to the Pallemcottah Mercall,— and he deposes, that the Renter was made acquainted with this alteration by this Respondents Dubash, and the — Deponent. and this Respondent saith, that these — Witnesses do not say that this Respondent did alter the Established measure of Grain at Pallamcottah, but they say that he did not, and that he delivered the Grain to Mr. Light by the same measure he received it,— and if there was a measure that was a larger than — the one by which he received Grain from the Renter and delivered it to Mr. Light,— That is not any proof that this Respondent did make it less than the established

measure — and the said Colonel Bidcliffe saith, that he does not know that this Respondent altered the — established measure, some time about the year One — thousand Seven hundred and Eighty two, That Complaints were made to him by some of the Sepoys that the measure at which this Respondents Grain was served out was less than Mr. Lights,— and he also saith that the measure was smaller than the one produced by Mr. Light,— But he doth not know the difference nor the advantage that might have been derived therefrom to this Respondent.—

Which Evidence this Respondent saith is so General as to preclude every possibility of arriving at a — true knowledge of the state of the case, because the — appellants Interrogatories are general and partial, and the same cannot therefore be explained, or understood, but by a reference to the Depositions of the aforenamed — Nillaseva mosdelly, Comarros Saiony and Patchapilla,— and this Respondent saith that he denieth that the Evidence of James Dott, doth in the least tend to conform the Justness of the said Charge, the same being very — Vague, uncertain, and in many instances contradictory,— James Dott to the third Interrogatory deposes, that —— To the best of his recollection this Respondent did alter the measure for Grain,— It is true that this Evidence speaks

in

in the Words of the Interrogatories which lead to the said answer,— But Justice certainly requires some further explanation on such an Evidence,— What measure was altered whether it was altered or was smaller without alteration and under what circumstances?— He says the Sepoys complained, that Grain was served them by a smaller measure, than usual But he does not know whether the Complaint was made against this — Respondent or not,— He doth not know the Rate of the alteration,— Nor for what length of time,— Nor doth he know whether this Respondent derived any advantage therefrom or not,— He deposes further, that he ordered his servants to use the Mercal, used by this Respondent, That the mercal used by this Respondent, was smaller than that used in Pallamcottah formerly;— He concluded it was this Respondents Mercal, Because he sent for it to this Respondents Servants,— But doth not know whether of Iron or wood,— That the — Inhabitants offered him more for Grain to be delivered by the measure formerly used, than if delivered by this Respondents measure,— But doth not know the difference of price,— on his Crofs examination he saith that Mr. Light informed him, that this Respondent did not deliver him Grain by the measure he received it.— He saith

saith he hath heard that the measure was altered by this Respondent and that the Renter was made acquainted — therewith,— That he doth not know whether the Mercall so altered was larger or smaller, than the Tennevelly mercall; That he doth not know whether the measure or Mercall so altered was the measure, or mercal afterwards used in the delivery of Paddy to Mr. Light, That he doth not know what was the difference betwixt the Tennevelly — Mercal and the one altered,— That he doth not know what quantity of Paddy was delivered to the said Mr. Light, by the former measure before the same was altered,— and he doth not know what quantity of Paddy was — delivered after the same had been altered,— such is the Evidence produced by the appellants to prove so pointed and specific a charge which they call positive asertions and which they allledge are not done away by this — Respondents answer or by his Witnesses,— and that the only defence this Respondent had made use of is by — charging the said William Light with misconduct,— Whereto this Respondent saith that he hath no where introduced the said William Light nor the Renter — Tremulapah moodelly, but as their names and Conduct became necessary to shew to the Mayor's Court and to — this Honble Court, that he suffered greatly on the execution

of

of his office by the Confideracy and intrigue of the said Persons and others and it is evident from the whole proceedings and the Evidence thereupon that he hath become the victim to their disappointment and resentment, and the foregoing instance of the manner and the labored and exaggerated Circumstances attatched to it, for the purpose of throwing blame responsibility on this Respondent for what he never any way chargeable, or responsible, speaks strongly proof of what this Respondent hath set forth, of the whole of the present action being contrived by the same means and under the same influences, — and this Respondent saith, that the appellants have dwelt largely on some of the Evidence who depose to the difference of quantity of Grain, between the Circar accounts and the Receipts of this Respondent, for Grain, and endeavor to apply that quantity as having arisen from the alteration of the measure falsely charged to this Respondent, and without adverting to the quantity for which this Respondent hath given Receipts, being the only quantity for which this Respondent, is or can be chargeable, amounting to Twenty two thousand seven hundred and fifty five Cottahs, three Mercalls and five measures, — For which quantity he hath given the appellants a full and particular account, But this Respondent will pray to observe to this Honble Court, that it is unfair, that he should be responsible by accounts with which he had not any thing to do, — His accounts existed and do exist in his Receipts and no where else, — But the appellants do frequently bring forward accounts by which they would contrast those of this Respondent under the name of Circar accounts, which are neither proved nor applied in Evidence to any thing in common, with the accounts founded on this Respondents Receipts. — But even conformable to this Evidence, if any difference there was the same is proved not to have rested with this Respondent, but upon other Circumstances wherein he was not involved or included, — and the Evidence of Senavasarayo, and of others, account for a difference between the said Circar accounts and this Respondents Receipts for Grain, from the loss of conveying it from the places where it was first measured, and the Remeasurement at Pallamcottah where the Grain was delivered to the Defendant, that he doth not recollect the Difference but that his accounts would shew it, — Munacoil Permal pilla and others Witnesses say that before the Renter and this Respondent disagreed

disagreed, that this Respondent was charged with what was delivered to him at Pallemcottah, but after they disagreed, he was charged from the beginning with the quantity as measured in the Country; that what the difference was, he doth not recollect. But where this Respondent was charged, is not said, but it must be understood to be in some account where with this Respondent had not any thing to do; This Respondent having given an account of all the Grain that he received from the Renter, according to his Receipts The numbers of which being twenty seven as appears by Evidence for money and Grain.

And this Respondent saith, that he cannot admit to be the Case nor ought it to have been so asserted in the said appeal that the appellants have proved the said pretended alteration, Nor that they have proved the quantum of loss pretended to have been incurred by them, On the contrary this Respondent insists that no part of the said Charge is proved by them and that it is clear and evident that the measure by which this Respondent received the Grain, was the Same that he used in delivering the same, consequently the appellants are not prejudiced thereby, and ought not to have a Decree for the

the same — and this Respondent therefore saith that the Decree of the Mayors Court upon the said article is Just fair and equitable.

And this Respondent in answer to the appellants objection to the Decree on the fourth Charge of their Bill saith that they ought not nor in Justice could have a Decree for the same nor do the exhibits any way explain their Right to the same thereby Claimed so as to give the appellants even a colorable Title thereto. And this Respondent saith that he denies, that the same are fully and satisfactorily proved by the Evidence of Charles Oakley, David Haliburton, and George Moubray, except as to the Exhibit marked F. which is their own Letter to the President and Select Committee under date of the fifth day of october one thousand Seven hundred and Eighty four, and this Respondent hath denied the said several Exhibits in his answer, or that he had even seen them, or knew of them before the Commencement of the appellants action, nor doth it appear by the said Exhibits, that this Respondent hath any thing to do therewith, but that they are accounts furnished by Setrapah moodely, the Successor to the former Renter and the Statements are mentioned in the Letter to have been

recieved

Received from Mr. Irevin but all these are very weak Charges in themselves and are entirely unsupported, altho they are asserted to have been attested by — Sunandarow, Sheenvasarow, Soobarow and Muncoil Permaul pillah, and who might and ought in Law — to have been examined thereto, as it appears in the Course of the proceedings, that all these persons have been examined, to other points, the belief therefore of Mr. Oakley, Haliburton, and Moubray, in whose office the whole of the accounts in the present Instance as in others, composing this action were drawn; and upon no other Grounds cannot in Law be held as Evidence — because the Law requires the best Evidence, that can be procured, and these accounts as well as the other — accounts called originals, are not any of them proved by the persons, who are said to have drawn out the — same, or by any other persons who had any knowledge of — or authority to approve them, and this Respondent saith the Examination of persons, to the said accounts, as they are exhibited, in the Complainants Bill, who had not any knowledge thereof but from the very distant information of the third or fourth hand is endeavouring to establish Evidence upon Grounds that the Law will not admit, and this Respondent saith that if the aforenamed Soobarow —

Soobarow Annand row Sheenvasarow and Manacoil permal pilla, had been examined to the originals of the said accounts or to the accounts called originals, it is likely that they might have thrown a different light thereon, than that which the appellants have been advised to give the said accounts, by the Examination of Evidence who do not appear to have had the least information from the said persons to authorize the slender — Evidence of belief — or otherwise it might have — appeared on the examination of the said Soobarow — Sunandarow Sheenvasarow and Muncoil, permaul pilla, that they did not in any manner draw out or sign the said accounts, and this Respondent is led to be of opinion, that the latter evidence would have been that which they would in that case have given, — Because Sunandarow being interrogated whether he did or not transmit to the Committee of assigned Revenue, or to any other person and whom on account of Grain — delivered to the Respondent by or on account of the Renter, same time after his death, and not accounted for by the Respondent, deposes that he did not — transmit to the Committee of assigned Revenue nor to any person any account of Grain delivered to the — Respondent by, or on account of the Renter — Seenavassarow —

Deposes

Deposes that it was his duty to keep the account of Grain delivered by the Amuldar on account of the Company that he did keep an account of Grain delivered to the Respondent on this account; That he did not transmit any account to the Committee of asigned Revenue, — That the Respondent gave Receipts for the full amount of what he recived from the Amuldar; — Manaicol permal pillah Deposes that it was his duty to keep an account of Grain delivered by the Renter, to and for the account of the Honble Company; that he did accordingly keep that account of Grain, — and saith that he did not transmit the account, nor copy thereof, to the Committee of asigned Revenue; And this Respondent saith that so far from the said Soobrow, — Anandrow, Seenevasarow, and Muncoil Permaul Pilla, transmitting any account of Grain to the said Committee, it appears that they did not, and this Respondent saith, that the appellants have not proved that the present Charge is founded on an accurate Report of the said Dyes Irvin and if they had proved, the said Report the same could not have been read in Evidince, as the Law doth always presume, that where the best Evidence that ought to be procured, is not produced, that it should not

not be supplied by Evidence of a lesser nature much less that matter of belief upon Circumstances no way proved or warranted, shall be allowed to be read as Evidence, — and this Respondent saith, that the appellants have been misled, in asserting to this Honble Court, that the aforesaid pretended Report of the said Dyes Irvin is vouched by Anandarow, Shenavasarow and Soobarow, but on the Contrary, the said Report and the several accounts composing it, are denied by this Respondent, and are not proved, in any one instance to have been drawn out by or with the knowledge or Consent of the said Persons, and there is every reason to presume, that they are not originals, because no Examination of the said persons thereto, hath been gone into altho they have severally been examined to other matters, — the Evidence of the said David Haliburton, amounting in Law to no more than an Evidence of the said accounts being true translations, but not from originals because the originals are not proved — and if they were originals they might nevertheless be false as to substance altho' true as to execution, and this Respondent saith, that the said accounts did require particular attention to be supported, because it appears, that they are dated after this Respondents

Departure

departure from the Tennevelly Country and from accounts as are setforth belonging to the former Renter drawn out by his Successor, — This Respondent saith, that no man would, or could be safe if — accounts of so dark and distant a nature were allowed to be brought against him, and from such a Source, and extracted by such means. —

And this Respondent humbly conceives that he hath observed every necessary thing for him to do to refute the objections of the appellants to the Decree of the Honble the Mayor's Court, on this Charge and will therefore proceed to the fifth, — This Respondent contending that the appellants ought not to have had a Decree for the Sum of Five thousand and five hundred Star Pagodas thirty eight fanams and Seven Cash, the same and every part thereof being Warranted, and Sanctioned by this Respondent's office, and the authority of his — appointment thereto; — And this Respondent — Saith, that he hath shewn that the Charges for — Servants, wages, House Rent, &c. as appear by the different accounts extracted from this Respondent's accounts annexed to the appellants Bill, — and this Respondent saith it cannot be allowed as a legal

legal Consideration or question whether this Respondent did or did not transmit accounts of his Expenses monthly; But whether these Expenses were actually incurred on account of and in the Service of the Honble Company, which this Respondent hath in his answer declared such Expenses severally were, and hath gone further by proving also, that such servants were necessary to be employed for the Service, and that if they had not been employed that the Interest of the Honble Company would have been prejudiced thereby; — and this — Respondent saith, that he would have exposed himself to the reprehension of the appellants, by neglecting and not putting in execution all the means he had in his power to compleat, and fulfill the purposes of his appointment; — and therefore doth pray to insist that he should not be compelled to pay back to the Honble Company, the Sums he hath thus expended, — with no other view, than that of carrying into effect the orders and instructions of the Select Committee; — The appellants say, that the Select Committee had — given orders to Captain Edingtown to furnish this Respondent such Military apsistance as he might — require, — and therefore that no other means were necessary to be used for the Service — But this Respondent

saith

Saith he was led to be of opinion and conceives himself Justified thereby, to employ and make use of the means he did as the most Effectual, and the least exceptionable, and this Respondent saith, the appellants do admit that this Respondent by the Tenor of his instructions was authorized to employ such Conecoplies, and other Servants, as might be indispensably necessary, for conducting the business of his appointment, in a clear and effectual manner, but they say that the same instructions likewise enjoin this Respondent to deliver in a monthly account of such expenditure, and that by not having done so that this Respondent was guilty of disobedience. — The appellants having been advised to apply that part of the Instructions of the Select Committee, simply to the disbursements for Conicoplies and other Servants. — Whereas this Respondent saith, that the same go to the General Receipts and Disbursements and all money transactions, and accounts of the Revenues of the Tennevelly Country. — Which accounts this Respondent did send as often as opportunity did offer, And this Respondent in his Rejoinder saith that it was owing to the War that was carrying on at that time which stopt almost every communication and conveyance, that that this Respondent was

was prevented from forwarding his accounts punctually at the expiration of every month — And this Respondent hath also shewn that Eyles Irwin did not object to the Sums charged and disbursed by this Respondent for Servants, and the other purposes specified in the aforesaid Accounts, but the said Eyles Irwin was convinced, that the Sums charged therefore were actually disbursed, and incurred, thro necessity; And this Respondent saith that it is not necessary for him to recapitulate the numerous Evidence whereby the employing of People in the Tennevelly and Madura Country is proved, as also the necessity of employing them; — The aforenamed Charles Oakley, David Haliburton and George Moubray, in their examination on the part of the appellants say, that this Respondent is indebted in the said Sums composing the said account because they are unauthorized Charges; — But in their Cross examination they admit that this Respondent did occasionally employ Jasildars Conecoplies and other Servants, within the Districts of the Tennevelly Country, and they also admit that such Jasildars Conecoplies and their Servants were necessary. — This Respondent prayeth leave to observe that as such assistance

was

was necessary to be procured for the Service of the Honble Company, the necessity itself Justified the act, without any other authority, and of course this Respondent cannot be accountable for disbursements made on account of the Company, and for their advantage, Interest, and profit.— And this Respondent is at aloss to account for the Grounds of belief of the said Evidence, that this Respondent is indebted in these Sums, for unauthorized Charges, when it is clear that the liberty of employing such Servants, is allowed by the Instructions of the Select Committee, and the necessity of employing such Servants as well as their having actually been employed are both admitted by the said Evendence.— It appears by the said Evidence, that Eyles Irvin (who altho only one before this Respondent in the List of Company's Civil Servants) drew a Salary of Four thousand Pagodas pers annum, besides other allowances the amount of which the said Evidence do not recollect;— And they say they cannot specify what Charges were made by the said Eyles Irvin, for Conecoplies and other native Servants, under him, nor for any other and what Expences incurred by the said Eyles Irvin on account of his Employ, because they had no accounts before them.— Which Evidence altho it goeth not to the specifying of the exact Sum charged by the said Eyles Irvin, for Charges for Conecoplies, and other Servants, and for other Expences of his employ, doth sufficiently prove that he did make such Charges for Conecoplies and other Servants and for other Expences.— And the said Evidences further say that they do not recollect whether any House was allowed to the said Eyles Irvin.— And they do not recollect whether or not the said Eyles Irvin made any and what charges for Presents.—

But this Respondent saith that it is well known to this Honble Court from the accounts of the said Eyles Irvin being in their possession, as the Honble Company's Government of this Presidency, that the said Eyles Irvin did charge between Six and Seven hundred Pagodas each month for Servants and also considerable Sums for several Months if not for each Month for Presents.— And this Respondent saith, that this Honble Court are the best Judges of the nature

of

of such Charges and how far they become necessary in the execution of any great and important Trusts on behalf of the Honble Company, by their Servants and according to the necessity or Custom of the Service, this Respondent makes no manner of doubt, but this Honble Court will regard the said several Charges and all of them Just fair and authorized;— And this Respondent Saith, that altho it doth not appear so satisfactory whether the said Eyles Irvin did or did not make any Charge for House Rent, as that he made all the other Charges that this Respondent did make nevertheless this Respondent Saith that the Charge for House Rent is of that nature and necessity that this Respondent ought by no means to be Chargeable therewith;— and this Respondent Saith that the said Charles Oakley David Haliburton and George Moubray, do acknowledge that there is more trouble in collecting the Revenues of a Country, under a Renter or accountable agency, management than by a Renter, and as it appears that the Revenue of the Tennivelly Country was under a Renter during a great part of the time that this Respondent was Receiver of the said Country, it is clear that the trouble increased by that mode of collecting the Revenues did also encrease the necessity of employing a greater number of Servants.— All which this Respondent hath very fully and at large explained, and setforth in his answer and other proceedings in this Cause.— And this Respondent saith, that altho the said Charles Oakley, David Haliburton, and George Moubray, do say that the said Eyles Irvin Succeeded this Respondent in the Collection of the Revenues, with different instructions and Powers, none could be given to the said Eyles Irvin that conveyed greater Trust and Confidence or greater Latitude to act in, than that contained by the Instructions of the Select Committee to this Respondent, and it is not therefore the appellants But this Respondent that is aggrieved by the Decree of the Mayors Court, upon that article by the Decree of the said Court, for Two Hundred and Sixty four Pagodas eight fanams and four Cash for travelling Charges paid by this Respondent to Thomas Orpins his assistance,— Because altho by his instructions as Receiver

Receivers the said Mr. Orpin was allowed to Receive
Captains Pay and Batta yet on reference thereto it will
not appear that this Respondent was restrained thereby
from indemnifying the said Mr. Orpin for any
extraordinary Charge that might unavoidably incurr
from the peculiarity of any situation his duty might
call him to, and from which an unavoidable expence
might arise, altho no provision was made by the
Select Committee for which extra Charges, Which
is exactly the Case correspondent with the expence
incurred by Mr. Orpin and paid by this Respondent.
And this Respondent doth hope that this Honble Court
on a candid fair and impartial Consideration thereupon
will be convinced that such a reimbursement to be
made by him will be a hardship, that he ought not to
suffer, as it is Evident that he did not make such an
Expence to Mr. Orpin, but because he was satisfied that it
had been incurred by him, thro necessity, and for the good
of the Service, he was on such Occasion deputed by this
Respondent to act and in like manner this Respondent
refers to the Consideration of this Honble Court, that part

of

of the Decree of the Majors Court, whereby this Respondent is
ordered to pay and reimburse the Sum of three hundred
and forty Six Pagodas, seven fanams and Six Cash, as
so much having been expended by this Respondent on
different Occasions, for Presents made to the Nabobs
principal officers, and other Persons of Distinction.
And this Respondent saith, that it is not to be supposed
that this Respondent, would have made such a Charge
if he had not really expended it, for the purposes he
hath alledged, the moderation of it shews that this
Respondent did only make the said Presents thro' the
necessity, and in obsevance of form and Custom, and
well known to be so in this Country, to be expected from
persons in the Station this Respondent was in,
And which is not any thing in comparison of the Charges
made by his Successor and allowed of by his Superiors.
And this Respondent saith that the said
Charges composing the account amounting to Five thousand
five hundred Pagodas, thirty eight fanams and Seven Cash,
which the appellants have demanded from this Respondent
have been asserted by this Respondent to have been incurred

on

in the service of the Honble Company and he hath proved and supported them in the most particular manner that it was possible for the same to be proven and supported, and this Respondent humbly relies on the Justice of this Honble Court, that they will be pleased to confirm the Decree of the Mayors Court, as to such Charges as are allowed thereby, and that they will moreover allow of such other Charges, as have been disallowed by them.

And this Respondent doth also deny that the aforesaid Charles Oakley, David Halliburton and George Moubray, have proved the account composing the Sixth Article, of the appellants Charges, amounting to the Sum of Six thousand four hundred and seventy eight Pagodas eight fanams and five Cash, as being the account Current between this Respondent and the Honble Company; as made out from the Revenue accounts of the Madura and Tennevelly Countries, and from materials transmitted by the said Eyles Irwin; This Respondent saith that the appellants have been erroneously advised in saying that this Charge is proved any more than the other Charges made against this Respondent in this Bill of

Complaint

Complaint, Because this Respondent hath clearly done away the said Charge by his answer and the accounts thereunto annexed and are no way disproved by the appellants, and this Respondent having in so particular a manner refuted the said Charge in his answer, it is not necessary for this Respondent to be more particular in his remarks, on the appellants objections, to the Decree of the Mayors Court thereon, further than by referring this Honble Court to what he hath therein alledged, except by observing, that this Respondent did enter into a Cross examination of the appellants account, on which they ground their said Demand by interrogating the said Charles Oakley David Haliburton and George Moubray, particularly respecting the same touching matters that if directly answered, would have tended to throw a great light on the said account and several other merits of this Cause; but the said Evidence altho they depose in their examination, on behalf of the appellants, that they believe that this Respondent is indebted unto the appellants in the Balance of the said account Current yet in their

Cross

Cross examination upon the same account by this
Respondent depose, that they do know the said account
Current, but that not having the account Current before
them referred to in the entry of the Sum mentioned in the
Interrogatory, they cannot speak to the particulars of the
Charge — Which this Respondent Sheweth doth leave this
Honble Court entirely uninformed of the matters this
Respondent did wish to lay before them, as of the highest
impartance for them to be informd of. And this
Respondent Saith, that the said Evidence of the said
account Current on behalf of the appellants is by no
means a support thereto, because the said Evidence
could not possibly be informed of the Justness of the
Ballance, resulting therefrom, without being also
informed of the particulars which composed the Same
And this Respondent Saith that they ought in Justice to
have answered particularly thereto.

And this Respondent further saith that
having produced his accounts and having done all that
could be required from him to prove the Same, and the
appellants having received the Ballance which this
Respondent

Respondent did Acknowledge to have been due thereby, he conceives that he hath acquitted himself from all demands from the appellants on behalf of the Company and therefore that their Demand on this Respondent cannot acquire any credit with this Honble Court. — And this Respondent did in his Answer setforth that the different accounts by him produced in answer and objection to the said Charge were laid before the said Eyles Irwin who did not object thereto but on the Contrary the said Eyles Irwin did allow this Respondent to keep in his hands, the Ballance thereof, being Two thousand one hundred and twenty two Pontivoo Pagodas three fanams and twenty Cash, with the view that the Appellants should have made this Respondent some compensation, or allowance for the time he was detained in the Tennevelly Country, on account of the business of the Honble Company, after the allowance that this Respondent had before received was stopt by the appellants, — Therefore this Respondent saith that the appellants ought not to have a Decree for the said Sum of Six thousand four hundred and seventy eight Pagodas eight fanams and five Cash any more than for the other Sums wherewith they have charged

this

this Respondent in their Bill of Complaint.—

And this Respondent Lastly saith that he humbly hopes to have fully answered the several objections to the Decree of the Honble Mayors Court, and that he hath satisfied this Honble Court thereby;— That the Whosool — Furmuds or Certificates are the only Records by which the Rate of Exchange can or ought to be determined as the same is therein attested to be recorded under the hands of the Renter, and the three principal officers of the — Cutcherry;— That this Respondent did serve out Grain to Mr. Sight, by no other measure than that by which he received it;— and that this Respondent hath given a full account of all the Grain that he received on account of the Honble Company;— That his Charges for Servants — and other Charges objected to by the appellants in their account marked were incurred thro the unavoidable necessity of this Respondents Station, and were actually laid out and declared to have been so;— That the Last account annexed to the appellants Bill is not at all warranted, but that the only accounts whereby the Same can be explained and contrived are the accounts annexed

annexed unto this Respondents Answer, whereby it will appear that this Respondent hath paid unto the appellants on Behalf of the Honble Company whatever he was indebted to them, on — account of all Receipts of money and Grain, which came to his hands on their account.—

All which matters this Respondent refers to the Consideration of this Honble Court, in full reliance and confidence in their Candor, Justice, and impartiality, praying that such — parts of the said Decree, of the Mayors Court as go to a disallowance of the Charges of the said Bill, may be confirmed, and that the part thereof as goes to the ordering, and Decreeing, of this — Respondent, to pay the several Sums of Two Hundred and Sixty four Portnovo Pagodas Eight fanams and four Cash for Mr. Orpins Bill of Extraordinary Charges, and for three hundred and forty Six Portnovo Pagodas, seven fanams and Six Cash, the amount charged by this Respondent for Presents as well as the Payment of any Costs, may be reversed and that this Honble Court may give unto this Respondent such other further relief in the Premisses as to them in their Wisdom may Seem meet.—

/Signed/ Henry Dudley

Solicitor for the Respondent

Coast

Court of Appeals
at
Madraspatnam

Saturday the 25th. October
Anno Domini 1788.

Between The Right Honble George Lord Macartney Baron Macartney of Lisanoure in the County of Antrim and Kingdom of Ireland Knight of the most ancient and Royal order of the White Eagle Knight of the most Honble order of the Bath, and one of his Majestys most Honble Privy Council in Ireland, Governor of the Presidency of Fort St. George, and its dependancies, Anthony Sadlier Esqr. Alexander Davidson Esqr.; and Robert Maunsell Esqr.; Members of the Select Committee of Fort St. George, and Representatives of the Honble the united Company of Merchants of England trading to the East Indies appellants, and George Proctor Senior merchant in the Civil Service of the said Honble Company Respondent.

This

This Cause coming on this day to be heard and debated before this Court, by the attornies on both sides, upon hearing the Petition of appeal, and answer, and the Several Exhibits of the Honble the Mayors Court, together with the Decree, of the said Court, given in this Cause on Monday the 26th. day of May Anno Domini 1788. upon due Consideration, had of the matters therein severally contained, and of the Pleadings and arguments used by the attornies on both sides, This Court doth think fit to order and decree and doth accordingly order and Decree, that the said Decree of the Honble the Mayors Court, do stand affirmed but that each party do pay their own Costs in both Courts.

Examined

Clerr

/Signed/ Chas. N. White Clk.