Block 7
Rack No.
Shelf No.
Serial No. 34
General No.

Thursday the 5th day of January 1797

Present

The Right Honble Lord Hobart

Edward Saunders and Ernst William Fallofield

To the Right Honourable Lord Hobart

President in Council

In the Honble the Court of Appeals at Madraspatnam } Fort Saint George

Between August Fraser Executor of the Estate and Effects of Charles Fraser late a Colonel in the Service of the united Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George but since deceased Complainant and annanda Rettna Pillay and Annanda Royer of the Madraspatnam Inhabitants Respondents

Filed in my office
the 22d August 1796
J Webbe Clk

The Petition and appeal of the above named Defendants

Humbly Sheweth That the above Named Charles Fraser did on the Twenty fifth Day of February in the year of our Lord One Thousand

1 2

Thursday the 5th day of January 1797

Present

The Right Honble Lord Hobart,

Edward Saunders and Ernst William Fallofield

To the Right Honourable Lord Hobart

President in Council

In the Honble the Court of Appeals at Madraspatnam } Fort Saint George

Between August Fraser Executor of the Estate and Effects of Charles Fraser late a



ned in the Service of the united Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George but since deceased Complainant and annanda Kitna Pillay and Annanda Royer of Madraspatnam Inhabitants Defendants

Filed on my Office
the 22 August 1796
J Webbe Clk

The Petition and appeal of the above named Defendants

Humbly Sheweth That the above Named Charles Fraser died on the

Twenty fifth Day of February in the Year of our Lord One Thousand

1 2

Seven hundred and Ninety five Exhibit and File his Bill of Com-
plaint in the Honble the Mayors Court of Madraspatnam
against your Petitioners and did therein and thereby state That
sometime on or about the first day of January which was in the
year of our Lord One thousand Seven hundred and ninety four the
the Complainant did lend unto Certain persons Residing at
Narsapore within the Jurisdiction of the said Mayors Court by
name Munthaw Narrasima Somayajalo and Latchemy
Narsiah a Sum of Four thousand and five hundred Madras
Pagodas and for Securing the repayment of the same together
with usance
at the rate of Twelve perbent per annum on the first day of June
thereafter next following He the Complainant did require that
the said Munthaw Narrasima Somayanjallo and Latchemy
Narsiah should Execute a mortgage to the Complainant of two
Banksals or Godowns situate at Madras and a quantity of
Grain called Paddy to wit Rice estimated at Seventy Garce
being in Madras and the Complainant did further state that
the said Munthaw Narrasima Somayanjalo and Latchemy
Narseyah in Compliance with the Complainants said Requisition
did

did Execute unto the Complainant their Mortgage Bo
in words and Effect following as by the Original of the sa
in the Complainants possession and ready to be produced
proved when required by the said Mayors Court the Compla
-nant did say would more fully and at Large appear
Know all Men by these presents That the Munthaw
Narrasima Somayanjalo and Latchemy Narseyah do
Mortgage two Godowns and also Seventy Madras Garce of
Paddy in Madras belonging to us to Colonel Charles Fraser
for a Sum of Money borrowed from him amounting to Four
Thousand five hundred Madras Pagodas running at Interest
at Twelve perbent which we promise to pay the first June
next from this day at narsapore January one Thousand Seven
Hundred and Ninety four Now the Condition of this Obliga
tion is That if the above bound Munthaw Narrasima
Somayanjalo and Latchemy Narseyah do not pay the
Sum of Four thousand five hundred Madras Pagodas with
such Interest thereon when it may become due according to
our promise we empower Colonel Charles Fraser to sue us at

Law

Seven hundred and Ninety five Exhibit and File his Bill of Complaint in the Honble the Mayors Court of Madraspatnam against your Petitioners and did therein and thereby state That sometime on or about the first day of January which was in the year of our Lord One thousand Seven hundred and ninety four the Complainant did lend unto certain persons Residing at Narsapore within the Jurisdiction of the said Mayors Court by name Munthaw Narrasima Somayajalo and Latchemy Narsiah a Sum of Four thousand and five hundred Madras Pagodas and for Securing the repayment of the same together with usance at the rate of Twelve perkaent per annum on the first day of January thereafter next following He the Complainant did require that the said Munthaw Narrasima Somayanjallo and Latchemy Narsiah should Execute a mortgage to the Complainant of two Bankshals or Godowns situate at Madras and a quantity of Grain called Paddy to wit Rice estimated at Seventy Garee being in Madras and the Complainant did further state that the said Munthaw Narrasima Somayanjalo and Latchemy Narseyah in Compliance with the Complainants said Requisition did

did Execute unto the Complainant their Mortgage Bond in words and Effect following as by the Original of the same in the Complainants possession and ready to be produced and proved when required by the said Mayors Court the Complainant did say would more fully and at Large appear Know all Men by these presents That the Munthaw Narrasima Somayanjalo and Latchemy Narseyah do Mortgage two Godowns and also Seventy Madras Garee of Paddy in Madras belonging to us to Colonel Charles Fraser for a Sum of Money borrowed from him amounting to Four Thousand five hundred Madras Pagodas running at Interest at Twelve perkent which we promise to pay the first June next from this day at narsapore January one Thousand Seven Hundred and Ninety four Now the Condition of this Obligation is That if the above bound Munthaw Narrasima Somayanjalo and Latchemy Narseyah do not pay the Sum of Four thousand five hundred Madras Pagodas with such Interest thereon when it may become due according to our promise we empower Colonel Charles Fraser to sue us at

Law

Seven hundred and Ninety five Exhibit and File his Bill of Complaint in the Honble the Mayors Court of Madraspatnam against your Petitioners and did therein and thereby state That sometime on or about the first day of January which was in the year of our Lord One thousand Seven hundred and ninety four the Complainant did lend unto certain persons Residing at Narsapore within the Jurisdiction of the said Mayors Court by name Munthaw Narrasima Somayajalo and Latchemy Narsiah a Sum of Four thousand and five hundred Madras Pagodas and for Securing the repayment of the same together with usance at the rate of Twelve perbent per annum on the first day of January thereafter next following He the Complainant did require that the said Munthaw Narrasima Somayanjallo and Latchemy Narsiah should Execute a mortgage to the Complainant of two Banksals or Godowns situate at Madras and a quantity of Grain called Paddy to wit Rice estimated at Seventy Garce being in Madras and the Complainant did further state that the said Munthaw Narrasima Somayanjalo and Latchemy Narseyah in Compliance with the Complainants said Requisition did

did Execute unto the Complainant their Mortgage Bond in words and Effect following as by the Original of the same in the Complainants possession and ready to be produced and proved when required by the said Mayors Court the Complainant did say would more fully and at Large appear Know all Men by these presents That the Munthaw Narrasima Somayanjalo and Latchemy Narseyah do Mortgage two Godowns and also Seventy Madras Garce of Paddy in Madras belonging to us to Colonel Charles Fraser for a Sum of Money borrowed from him amounting to Four Thousand five hundred Madras Pagodas running at Interest at Twelve perbent which we promise to pay the first June next from this day at narsapore January one Thousand Seven Hundred and Ninety four Now the Condition of this Obligation is That if the above bound Munthaw Narrasima Somayanjalo and Latchemy Narseyah do not pay the Sum of Four thousand five hundred Madras Pagodas with such Interest thereon when it may become due according to our promise we empower Colonel Charles Fraser to sue us at

Law

law by his Attorney and seize the above said two Godowns with the Seventy Madras Garce of paddy we Mortgaged to him and sell it at the public out cry and receive his Money we hereby Sign and seal this Mortgage Paper the first day of January one thousand Seven hundred and ninety four in the presence of the undermentioned Witnesses and the Complainant did further state the said Mortgage was signed in the Gentoo Character by Narrasima Somayanjalo and Latchemy narseyah and witnessed by Sumpira Ramiah and Kumboodespody Soobarayadoo and Sealed with the Ors respective Seals of the said parties so said to have executed the same and the Complainant did further state that the said alleged mortgage not having been discharged and paid unto him the Complainant agreeable to the Tenor as aforesaid setforth in the same and the Complainant insisting on his said alleged Debtors to discharge their said supposed debt they the said Munthaw Narrasima Somayanjaloo and Latchemy narseyah did propose as the Complainant did state to sell unto him the said Complainant the said Godowns or Banksalls stated to have been so as aforesaid in

in Mortgage unto the Complainant for a Sum of Three Thousand Pagodas part of the said alleged principal Debt of Four thousand five hundred Pagodas to which said Proposal the Complainant did state that he did assent and that the said Munthaw Narasima Somayanjaloo and Latchemy narsiah did accordingly sell unto the Complainant the said Godowns by a Deed of writing or sale in the Gentoo Character bearing date the Eighth day of September in the aforesaid year of Our Lord One Thousand Seven hundred and ninety four and of which the said Complainant did say the following was a Copy of a True translation thereof Translation of a Bill of Sale of Banksals dated Baudrapada Sudda Chaturdary Monday of annanda year or Eighth September One Thousand Seven hundred and ninety four We Munthaw Narasima Somayanjaloo and Latchemy Narsiah do give this Bill of Sale of Banksals to Rayastry Colonel Charles Fraser Whereas we have Sold to you our two Banksals at Madras together with the grounds of Doddy for 3000 Three Thousand Pagodas and received the money at the very time of the sale

thereof

thereof Thus we have voluntarily given this Bill of Sale and signed Latchmy narzoo by the Consent of Narrasuiva Soma=yaujalo and witnessed by Gopaula Charroolu and Govindd apiah" and the Complainant did further state that subsequent to such pretended bill of Sale of the said two Banksals or ot Godowns unto the Complainant by the said Munthaw Narrasuiva Somayayalo and Latchemy Narsiah for Three Thousand Pagodas stated to have been in part discharge of their said alleged principal Debt unto the Complainant of four Thousand five hundred Pagodas said to be secured by Mortgage on the Same as also on Seventy Garee of Paddy that the Complai=nant was advised by his said alleged debtors that there was contained in the said Banksals the said Seventy Garee of Paddy to discharge the balance of the said pretended debt And the Complainant did further state that he did accordingly direct his agent in madras (he the Complainant then re=siding as stated at Ellore) to sell the same when the said Complainant did state to his great surprise he was informed that certain persons pretending to be mortgagees

Or

or otherwise creditors of the said Munthaw Narrasuiva Somayan=galo and Latchemy Narsiah had seized on the said two Bank=sals or Godowns together with the Paddy in the same contained and that they had fixed Locks on the said Godowns and that they did give out that they were about to sell and dispose of the same on their own account by public outcry and that they did refuse to permit the Complainants said agent to possess the same pretending that they knew not of any Claim or Title in the Complainant to support such the Complainants or pretension to the possession of the same respectively - and the Complainant did further state that he the Complai=nant did thereupon cause a protest or Notice to be served on Several persons described to be those disturbing the a Complainants Rights and which said protest or notice the said Complainant did say was in the words following By this Public Instrument of Protest Be it known to Balakistna Pillay Salla Vencatachelliah Covvire Sorbarcy a Mordelliar ammeinda Rows Coota Veerapah Chitty Jagaraun Doss Bauhmeentambah Chamalo

And

and austegary Saurmy and every of them or in the event of
Death or absence of either of them unto each and every of their
attornies Heirs, or representatives respectively as also unto all and
every other person and persons interested or any how concerned
in the premisses herein after mentioned and setforth that on
this being the Third day of January in the year of our Lord
one thousand Seven hundred and Ninety five before me.
John Wilkinson Public Notary by Royal authority duly
Constituted appointed and sworn residing and practicing
at Fort Saint George on the Coast of Coromandel in the
East Indies personally came and appeared Goontoor Mencata
Roylos of madras Dubash as being the Constituted attorney
of Charles Fraser a colonel in the Service of the united
Company of Merchants of England trading to the East
Indies under their Presidency of Fort Saint George and comman-
ding the Garrison and Forces of the said Company at Ellore
under the said Presidency as the said appearer declared
would appear by a certain Deed Poll or Letters of attorney
from the said Colonel Charles Fraser and by him the said

Charles

Charles Fraser Duly executed under his hand and with his Seal
the same being thereunto respectively set and subscribed bearing
date the Seventh day of December in the aforesaid year One
Thousand Seven hundred and ninety four and which deed pole
or Letters of attorney the same being then and there produced
and shewn to me the said Notary by the said appearer and
by him the said appearer declared to be a true Genuine Letter or
power of attorney from the said Colonel Charles Fraser and Devolution
of his the said Charles Frasers authority and power in the premisses
by the same referred was in the words and figures following that
is to say Know all Men by these presents That I Charles Fraser
Colonel in the Honble Companys Service have made ordained
nominated authorized Constituted and appointed and by these
presents Do make Constitute ordain nominate authorize and
appoint Goontoor Mencata Royalos of madras to be my true
and certain lawful attorney for me and in my name and
to and for my proper use and behalf to demand levy sue for
recover and receive by all lawful ways and means whatsoever
from all and every person and persons whosoever whom it

doth

and austegary Lawrey and every of them or in the event of
Death or absence of either of them unto each and every of their
attornies Heirs or representatives respectively as also unto all and
every other person and persons interested or any how concerned
in the premisses herein after mentioned and setforth that on
this being the Third day of January in the year of our Lord
One thousand Seven hundred and Ninety five before me
John Wilkinson Public Notary by Royal authority duly
Constituted appointed and sworn residing and practicing
at Fort Saint George on the Coast of Coromandel in the
East Indies personally came and appeared Goontoor Vencata
Royloo of madras Dubash as being the Constituted attorney
of Charles Fraser a colonel in the Service of the united
Company of Merchants of England trading to the East
Indies under their Presidency of Fort Saint George and comman-
ding the Garrison and Forces of the said Company at Ellore
under the said Presidency as the said appearer declared
would appear by a certain Deed Poll or Letters of attorney
from the said Colonel Charles Fraser and by him the said

Charles

and Charles Fraser Duly executed under his hand and with his Seal
the same being thereunto respectively set and subscribed bearing
date the Seventh day of December in the aforesaid year One
Thousand Seven hundred and ninety four and which deed pole
or Letters of attorney the same being then and there produced
and shewn to me the said Notary by the said appearer and
by him the said appearer declared to be a true Genuine Letter or
power of attorney from the said Colonel Charles Fraser and Revelation
of his the said Charles Frasers authority and power in the premisses
by the same referred was in the words and figures following that
is to say Know all Men by these presents That I Charles Fraser
Colonel in the Honble Companys Service have made ordained
nominated authorised Constituted and appointed and by these
presents Do make Constitute ordain nominate authorise and
appoint Goontoor Vencata Royaloo of madras to be my true
and certain Lawful attorney for me and in my name and
to and for my proper use and behalf to demand levy sue for
recover and receive by all lawful ways and means whatsoever
from all and every person and persons whosoever whom it

doth

doth shall or may concern all and every Sums and Sum of Money Debts Dues Goods Effects and things whatsoever that now are and shall be and grow due owing payable or belonging to me the said Charles Fraser upon or by virtue of any Bill Bond Book or upon account of Trading or dealing or upon any account was or means in any otherwise howsoever and if need be to call to account and being to reconcing all or any person or persons concerned in the premisses and upon receipt any recovery of all or any such Sum or Sums of money Debts Dues Goods Effects or other things or any part thereof sufficient acquaittances and discharges for me and in my Name from time to time to make and give Giving and by these presents granting unto my said attorney full power and authority in and touching the premisses to sue pursue arrest attach seize sequaster implead imprison condemn and prosecute and thence and thereof again to acquit & discharge and out of prison to release also for me to appear and my person to represent in all or any Court or Courts or other places as Demandant or Defendant in any Suit action or appeal for or by reason of the premisses likewise one or more attorneis under him to set substitute and appoint and again at pleasure to revoke and generally to do act and perform all other matters and things in and towards the premisses requisite and necessary as fully as I my self might or could do were I personally present and I do hereby ratify and confirm all and singular whatsoever my said attorney or his substitute shall legally do or procure to be done in and touching the premisses In witness whereof I have hereunto set my hand and Seal in Ellore aforesaid this 7th day of December 1794 / Signed / C. Fraser (L.S.) Signed Sealed and Delivered where no stamped paper is to be had in the presence of / signed in the Malabar Character Sorbarayen and Perdanah and the said appearer then declared to me the said Notary that being so as aforesaid the Constituted attorney and Manager for the said Colonel Charles Fraser That he was directed to prosecute the recovery of a certain Sum of Money due to the said Colonel Charles Fraser by Bond or executed unto him by Manthaw Narrayana Somayajulu and

and Latchemy Narsiah agreeable to the Tenor and Condition in the said Bond expressed and which Bond produced to me the said Notary by the said appearer is in the words and figures or following to wit Know all Men by these presents, That we Munthaw Narasima Somayanjalo and Latchemy marsiah do mortgage two Godowns and also Seventy madras Garce of Paddy in Madras to Colonel Charles Fraser for a Sum of money borrowed from him amounting to Four thousand five hundred Madras Pagodas carrying at Interest at Twelve per Cent which we promise to pay the 1st June next From this day at marsapore 1794 Now the Condition of this Obligation is that if the above bound Munthaw Narasima Somayanjalo and Latchemy Narsiah do not pay the sum of Four Thousand five hundred M.r Pagodas with such Interest thereon when it may become due according to our promise we empower or Colonel Charles Fraser to sue us at Law by his attorney and seize the above said two Godowns with the Seventy Madras Garce of Paddy we mortgaged to him and sell it at the publie outcry and receive his money we hereby sign and Seal this mortgage

paper

paper the first day of January 1794 in the presence of the under-mentioned witnesses Signed in the Gentoo Character Narrasima Somayanjaloo and Latchemy Narsiah (LS) and witnessed by Sumperra Ramiah and Humbroody poody Soobarayaloo and the said appearer then declared before me the said notary that Ballakistnah pillay Silla Vencatachelliah Covvore Sobaraya Moodelliar annundo Row Cutta Verdapah Chitty Jayaram Doss Bauhoocootomba Chauraloo and aubtagerry Sawmy or herein before named some or all of them or their or some of their attornies or representatives had or pretended to have some right or Claim in and to the said two Banksals and Seventy Garce of Paddy by the deed of mortgage herein or before setforth in pledge to his the said appearers constituent the said Colonel Fraser and that they the said parties or some of them whereby themselves their attornies Representatives or agents taking steps to convert and seize and had actually converted and seized to their own use and purpose the said Several or Banksals and the said Seventy Garce of Paddy in the same Contained and had got Locks on the said Banksals

and

and did give out that it was intended to sell and dispose of the said two Banksals and the Paddy in the same contained to satisfy to them or some of them some pretended debt claime or demand insisted on unknown to the appearer but in opposition to rights of his the appearers said Constituent the said Charles Fraser which said Charles Fraser the said appearer did declare was not only intitled to hold from the reasons aforesaid to his own use the said Banksals and twenty Ljarce of paddy but was also further intitled in full right to have and enjoy the said two Banksals by Virtue of a Bill of sale to him executed for the said Banksals by the owners of the same the aforesaid mortgagors the said Munthaw narrasima Somayanjalo and Latchemy Narsiah and which deed of sale as also an English Translate of the same from the Gentoo or Language the said appearer produced to me the said notary the said Translate bing in the words and figures following to wit Translate of a Bill of Sale of Banksals dated Baudrapauda Sudda Chaturdasy Monday of annunda year or Eighth of September 1794 Munthaw narasima Somayangalo and Latchemy

narsiah

Narsiah do give this Bill of Sale of Banksals to Rajastry of Colonel Charles Fraser Whereas we have sold to you our two Banksals at Madras together with the Grounds of Boddy for 3000 three thousand Star Pagodas and received the money at the very time of the sale thereof Thus we have voluntarily given this Bill of Sale Witnesses Ganta Goapaula Charroolu (Signed) Goopaula Charroolu (Signed) Govinda appiah by their knowledge drawin by ammanda Jogiah (Signed) Latchemy Narsoo by the Consent of Narasima Somayayalo a true Translation as near as can be from the Gentoo Language (Signed) Rangana-dum Interpreter And the said appearer then to me the said notary for and on behalf of the Interests and rights of his said Constituent Charles Fraser declared to protest and requisd of me the said notary an act of protest and Notice to the said Balla Kistna pillay Sulla Venoatachelliah Covoor Soobaroyah Moodelliar annanda Row Cutta Verdapah Chitty Jeyaram Dofs Bauhoovootombah Chairalo and Sustagherry Sawmey their Representatives attornies and agents and all others concerned To the End that they and

each

each of them might and should know and be advised of the
said Charles Fraser rights and Claims aforesaid upon and unto
the said two Banksals and the said Seventy Garce of Paddy in
the same respectively contained and that they and each of them
the said parties or their representatives as aforesaid and all
others pretending Interest in in the premises may be liable in
time and place convenient to make restitution and reparation
to the appearers said Constituent the said Charles Fraser or his
representatives thereunto authorised for all wrong damage and
injury sustained or to be hereafter sustained by the interference
of the said Ballahistna pillay Sulla Vencatachelliah Covoor
Soobarayo Moodelliar annunda Row Cutta Verdapah Ch
Chitty Seyaram Doss Bauhoocootombah Chauralo and
austaghorry Sawmy or their representatives as aforesaid from
the detention of the said Charles Frasers rights as aforesaid or
declared on with which request of the said appearer on the
behalf aforesaid of his said Constituent the said Charles
Fraser I the said Notary do think expedient and of just
right to comply, and do by these presents give notice and

do

do warn the said Ballahistna pillay Sulla Vencatachelliah Co
Soobarayah Moodelliar annunda Row Cotta Verdapah Chitty
Seyaram Doss Bauhoocootombah Chauralo and austegerry Sawm
and their representatives as aforesaid and all others interested or
pretending Interest in the premises To the End that right and
Justice may prevail and that the said Charles Fraser may on
this notice legally hold accountable to him and amenable to
Justice the said parties and their representatives aforesaid for all
wrong hereto done or hereafter to be Done by the said Parties or their
representatives as well as all others in and touching the premises
aforesaid and hereby notified In Testimony whereof I the said Notary
Public at the Instance and request aforesaid and to the Intent
and meaning in this act of protest and notice declared have
hereunto subscribed my name and set my seal of Office in the
presence of my Clerk Charles Carty the day month and year herein
first before written / Signed / John Wilkinson Public Notary and
witnessed Charles Carty and the Complainant did further state
that such protest was served on the parties or their representatives
in the same mentioned and that the knowledge of the same came
to and was fully understood by them And (I the Petitioner) do

annexed

annunda Ristna Pillay Brother and acting representative of Ballakrishna
Pillay in the said protest named but who had departed this life as the
Complainant did say he was advised and did believe and also by (your
Petitioner) annunda Royer therein named and the said Complai-
=nant did further state and charge that notwithstanding the said
protest and the notice therein conveyed that your Petitioners or
having confiderated with others. Did, afterwards that was to say after
the said alleged notice of the Complainants said Protest and alleged
claim on the said Bankfals and Paddy in the same said to be
contained to wit on the fifth day of January which was in the
year of our Lord one thousand Seven hundred and ninety four
Sanction or direct by a written order a Mendul or outory sale of the
same respectively to be made in the words and figures following
Translation of a writing Jointly given by annunda Ristna Pillay
and Annunda Royer to Messrs Sharpe and Reefke dated 5th
January 1795 Whereas on Selling the two Doddies and sixty Garces
of paddy of Munthavar and allowing the commission at 1½ per cent
per Paddy and 2½ per cent per paddy we are to receive the remainder
of money and the accounts sale (Signed) Soobaroyam by the Consent
of annunda Ristna Pillay by annunda Royer "That under such

writing

writing to the said Sharpe and Reefke directed they the said Sharpe
Reefke being Public auctioneers that they the said Sharpe and Re
did on or about the Seventh day of the said month of January afo
proceed to the sale of and did actually sell the said two Bankfals
alleged property of the Complainant and did also sell the paddy
Grain in the same respectively contained unto the injury and lo
as alleged of him the Complainant in the premisses in as much as
said Complainant did say he had no other security or value from the
said Munthaw Narasima Somayanjalo and Latchemy Narsi
for his alleged Original Loan to them of Four thousand five hundred
Madras Pagodas and Interest thereon from the said first day of Janu
one thousand Seven hundred and ninety four save the said two Bankfa
and the said Seventy Garce of paddy in the same said to be contain
and allotted as the Complainant stated by the said Munthaw Na
Narasima Somayanjalo and Latchemy Narsiah to the said Co
Complainant as the found for payment of his alleged Balance of
Principal and Interest after the deduction as stated of Three thousan
Pagodas as aforesaid the price at which the said Bankfals as alleged
were by the said Munthaw Narasima Somayanjalo and
Latchemy narsiah sold unto the said Complainant and your

Petitioner

Petitioners Shew unto this Honble Court the Complainant thereupon exhibited various frivolous Interrogatories and did in and by the said Bill pray that your Petitioners might be Decreed to deliver unto the Complainant the said two Banksals or their Value in Damages together with the Seventy Garce or other quantity of paddy as aforesaid alleged to be mortgaged to the said Complainant and in the said Banksals contained or its like value in Damages to that the Complainant might not lose the benefit of his said alleged mortgage for four Thousand five hundred Madras Pagodas and Interest at the rate aforesaid therein then amounting to the sum of five thousand Six hundred and Thirty one Star Pagodas Twenty fanams and Twenty Cash Current money of madras and that the Complainant might be further adjudged and decreed to have of your Petitioners such other Recompence in costs or otherwise by way of Damages for their alleged illegal and audacious contempt of all Justice as aforesaid and as to the said Mayors Court should seem meet

And your Petitioners Shew unto this Honble Court that sometime after the filing and Exhibiting of the said Bill of Complaint in the said Mayors Court against your Petitioners as aforesaid and previous to the rules prescribed by the said Mayors Court for your

Petitioner

Petitioner to answer having expired the said Charles Fraser died this life and the said Suit became thereupon abated And your Pet Shew unto this Honourable Court that the said Charles Fraser have some time previous to his said Decease duly made and publish his last will and Testament and therein and thereby nominat and appointed augustus Frazer (above named) Executor thereof the augustus Fraser did duly exhibit and prove the same in the said Court in its Ecclesiastical capacity and having obtained probate thereof did as Executor as aforesaid exhibit and file a Bill of revi in the said Suit and your Petitioners Shew unto this Honble Court that the said Suit having accordingly been revived your Petitioners did Exhibit and file their answer and did therein and thereby state that notwithstanding Munthaw narasima Somayanjalor one of the obligors in the Bond in the said complainants said Bill recited and setforth had for several years past carried on an extensive Trade in Grain from different parts of the Northward to Madras under the management of his Brother Lya Narrainah whom he the said Munthaw Narasima Somayanjalor appointed his agent for that purpose and that the said Munthaw Narasima Somayanjalor did in the course of business frequently re

requi

request your Petitioners through his said agent to advise and assist his said agent therein and that your Petitioners did thereby become intimately acquainted with him and your Petitioners did state that on or about the year of Christ one thousand Seven hundred and Ninety two the said Munthaw Narassima Somayanjaloo being as your Petitioners were informed and did verily believe the truth to be desirous to enlarge his said Concerns in Grain and being in want of money to enable him to do so and not being able to raise the same did make known such his intentions and wants to your Petitioners and other persons therein after particularly named and did solicit the aid and assistance of your Petitioners and other persons therein after mentioned in the premisses towards furnishing him the said Munthaw Narassima Somayanjaloo with such loans of money as he might from time to time require in his speculations of Trade as aforesaid and your Petitioners did say that they your Petitioners and other persons therein after named being well disposed to befriend and assist the said Munthaw Narrassima Somayanjaloo who did at that time apparently support a good Character and Credit in the Settlement did readily agree to make and accordingly did make the several advances of Cash which the said Munthaw Narassima Somayanjaloo did through his said agent as aforesaid from time to time require, and which said advances of Cash so made were made at the respective periods and for the amounts following that is to say on the Seventeenth day of December one thousand Seven hundred and ninety two by Cutta Verdapah Chitty the Sum of one thousand Star Pagodas on the Thirtieth day of June one thousand seven hundred and ninety three by Balla Kistna Pillay the sum of Thirteen thousand and nine Hundred Pagodas on the Twelfth day of October and year last mentioned by the aforesaid Cutta Verdapah Chitty the sum of Two thousand Pagodas, on the twenty sixth day of January One thousand Seven hundred and Ninety four By the aforesaid Baula Kistna Pillay the sum of three thousand Star Pagodas on the Second day of February and year last mentioned the sum of Twenty five Rupees on the third day of March in the year last mentioned the sum of Four thousand Star Pagodas By Bhulla Vencatachelliah on the Fourth day of the said month and year the several Sums as following By Bahoorcootomah Chetty the sum of One thousand Star Pagodas By Javeram Bose the sum of Two thousand five hundred

hundred Star Pagodas By Cooroor Soobarey Two Thousand Pagodas and by austagherry Sawmy one hundred Pagodas and your Petitioners did say that after making the said advances in cash unto the said &c Munthaw Narrasima Somayanjalo as aforesaid he the said Munthaw Narrasima Somayanjalo did considerably inlarge his transactions in Trade by making several large Consignments of Rice Paddy and other Grain to his said agent at Madras and as the said Munthaw Narrasima Somayanjalo did by reason of such extention of his said Trade derive considerable benefit and advantage your Petitioners did not entertain the least Doubt fear or Suspicion regarding the payment of the money so advanced as aforesaid until the beginning of the month of march and year of Christ One thousand Seven hundred and ninety four when your Petitioners did learn that the said Munthaw narrasima Somayan-jalo had from some over sight or indiscretion in not insuring a considerable quantity of Grain which he had consigned to his agent at Madras &c suffered a heavy loss by the loss of the Vessels on which it was laden and your Petitioners did state that thereupon entertaining serious appre-hensions for the safety of their money they did apply through the means of the said agent of the said Munthaw Narrasima Somayanjalo for a payment of the same and did well hope that although the said &c

Munthaw

Munthaw narrasima Somayanjalo might not from his then misfortunes be enabled fully to reimburse and pay your Petitioners other the Creditors aforenamed the several sum and Sums of money advanced by them as aforesaid yet that he would in right and in Justice to your Petitioners and others the said Creditors as aforesaid render and afford them such satisfaction as the nature of his situation and circum-stances would admit of But your Petitioners did say that instead of hearing from the said Munthaw Narrasima Somayanjalo or his said agent in reply to their said demand they were soon afterwards informed that the said agent of the said Munthaw Narasima Somaya-jalo had with drawn himself from the settlement and that the Effects of the property belonging to the said Munthaw Narrasima Somay-jalo that remained in his Stores and Godowns was left in a ruinous - state. And your Petitioners did further state that thereupon and in order to secure to themselves that which was within their reach Three of the Creditors aforenamed to wit Cutta Verdapah Chitty Bahaveestomboh Auchariar and Layaram Doss did on or about the Nineteenth day of april and said year of our Lord One Thousand Seven hundred and ninety four exhibit and file their several Bills of Complaint in the said Mayors Court against

the

the said Munthaw Narrasima Somayanjaloo for the amaunt of the respec-
tive Sums of Money due unto them as aforesaid and did thereon by their
attorney in Court Severally pray warrants of Sequestration against
the Goods Chattels and Effects of the said Munthaw Narrasima
Somayanjaloo as by reference had to the records of the said Mayors
Court might appear and your Petitioners did say that the said
Munthaw Narrasima Somayanjaloo having as your Petitioners
had heard been informed thereof did in the most pressing Terms
through the means of Marravadah Manapah another person
who he had appointed to act as his agent in the premisses Entreat
your Petitioners and other the said Creditors to forbear pursuing
any Coercive measures against him and declared that he was on
his part ready and willing to give to them every satisfaction in
his power by an assignment of all his Bankshals and Godowns
in Madras and the Grain then remaining therein together with
all the Consignments of such other Grain as he had provided and
directed to be made to Madras And your Petitioners did say
that your Petitioners and other the Creditors aforenamed having
agreed to the accomodations so proffered by the said Munthaw
Narrasima Somayanjaloo did accept of the said assignment

the

the said Marravadah Banapah did for and on behalf of the
Munthaw Narrasima Somayanjaloo Execute unto your Peti
and the said other Creditors as aforesaid a paper writing whereu
whereby after recciting a part of the Circumstances aforesaid and
power in him vested by the said Munthaw Narrasima Soma
jaloo Did assign and set over unto your Petitioners and other
Creditors aforenamed the premisses aforesaid with full and absolute
right Title and authority to sell and dispose of the same and
appropriate the monies arising from the sale thereof towards the paym
and discharge of the said Several Claims as by a Copy of Translation
of the said assignment marked No 1 to your Petitioners said answ
annexed for the Inspection of the said Mayors Court might appear
and your Petitioners did say that after the Execution and delivery of
the said assignment in order the better to establish and confirm the
same if any such further confirmation were necessary your Petitioners
and other the Creditors afore named did annex a Copy of the said
assignment in a Letter directed to the said Munthaw Narrasima
Somayanjaloo for his approbation and confirmation and he did accord
ingly return the same with a Letter regretting the loss he felt at

the

the loss of his credit and as an additional security to the claims of your Petitioners and other the Creditors aforenamed did state the hope he entertained of the payment of a large sum of money due to him from the Company in Bengal and the setting of every thing on the return of his agent from that place as by a Copy of Translation of the said Letter marked No. 2 to your Petitioners said answer annexed reference being thereunto had or might appear And your Petitioners did say that upon the receipt of the said assignment and Letter as aforesaid your Petitioners and other the Creditors aforenamed who had not sued the said Munthaw Narrasima Somayanjalow in the said Mayors Court but who were about to exhibit and file their several Bills against the said Munthaw Narrasima Somayanjalow did desist from pursuing Coercive measures and Butta Merdapah Chetty Bahoorcoolombow auchary and Sayaram Doss three of the Creditors before named who had filed their several Bills of Complaint against the said Munthaw Narrasima Somayanjalow as aforesaid did also cease prosecuting the same And your Petitioners did say that under and by Virtue of the said in part recited

assignment

assignment your Petitioners on behalf of themselves and by the appointment and direction of other the Creditors aforenamed on behalf did receive and take into their Charge and Custody of and the said Narrawedah Bannapah the said agent of the said Mun Narrasima Somayanjalow the said Bankshals and Godowns and Grain therein contained amounting to about Garce of Rice and no more and your Petitioners did further say that some afterwards to wit on or about the Tenth day of June and year our Lord One Thousand Seven hundred and ninety four having be informed that one of the Vessels with Paddy which had in and by the assignment of the said Munthaw Narrasima Somayanjalow been assigned over unto your Petitioners and other the Creditors afo named had by stress of weather sprung a Leak and been obliged to put back to the port of Doragapatnam to the northward and the agents of the said Munthaw Narrasima Somayanjalow at port were unable from the want of money to tranship the Paddy on board of some other Vessel to Madras your Petitioners did at their own Cost Charge and Expence forward and supply the money requisite for the Transhiping of the said Paddy and the same having

accordingly

bean Reshippeed did Arrive and Was Accordingly
accordingly landed and received by your Petitioners at Madras
some time on or about the Twentieth day of July and said year
of Christ One thausand Seven hundred and ninety four and your
Petitioners did further say that the said Consignment of paddy or
which your petitioners did as aforesaid receive and which was the
only Consignment amongst the several others that were assigned
over to your Petitioners did amount to about Eighty Garses and
no more and your Petitioners did say that although the same
was inconsiderable and would on sale and disposal thereof allow
but a poor and trifling proportion to the liquidation of the debt
due to them yet in order to turn it to the greater advantage they
did determine to sell and dispose of it by retail and your
Petitioners did further say that during the said sale of the said
Paddy as aforesaid to wit on or about the day of august
in the said year of Christ One thausand Seven hundred and ninety
four your Petitioners and other the Creditors aforenamed were by
letter applied to by the said Munthaw Narrasima Somayane
-jalos to grant him a Letter of License for the Term of Five years
and your Petitioners and the Creditors aforenamed not agreeing
thereto

thereto but to allow him three years did accordingly signify
such their agreement to him the said Munthaw Narrasima
Somayanjalos who your Petitioners did say did at first as
your Petitioners had heard and did believe the fact to be
thankfully agree to but at length by the persuation and
Intrigues of certain persons in the service of the Complainant
as your Petitioners had since been informed and did verily
believe the fact to be did object thereto as insufficient and
insist upon his being allowed the said Term of five years
Lue the same appearing to your Petitioners as unreasonable
they did refuse to grant that time to the said Munthaw
Narasima Somayanjalos - and your Petitioners did
Say that some time afterwards that was to say on or
about the Sixteenth day of December and year of
Chr. ist One thousand Seven hundred and ninety four
your Petitioners were for the first time and to their great
surprise informed of the mortgage pretended to have
been Granted to the Complainant of the said Bank-
-sals and of Seventy Garce of Paddy stated to have

beene

bear Reshippee did Arrive and Was Accordingly
accordingly landed and received by your Petitioners at Madras
some time on or about the Twentieth day of July and said year
of Christ One thausand Seven hundred and ninety four and your
Petitioners did further say that the said Consignment of paddy so
which your petitioners did as aforesaid receive and which was the
only Consignment amongst the several others that were assigned
over to your Petitioners did amount to about Eighty Garces and
no more and your Petitioners did say that although the same
was inconsiderable and would on sale and disposal thereof allow
but a poor and trifling proportion to the liquidation of the debt
due to them yet in order to turn it to the greater advantage they
did determine to sell and dispose of it by retail and your
Petitioners did further say that during the said sale of the said
Paddy as aforesaid to wit on or about the
day of august
in the said year of Christ One thausand Seven hundred and ninety
four your Petitioners and other the Creditors aforenamed were by
letter applied to by the said Munthaw Narrasima Somayan-
=jaloo to grant him a Letter of License for the Term of Five years
and your Petitioners and the Creditors aforenamed not agreeing
thereto

thereto but to allow him three years did accordingly signify
such their agreement to him the said Munthaw Narrasima
Somayanjaloo who your Petitioners did say did at first as
your Petitioners had heard and did believe the fact to be
thankfully agree to but at length by the persuation and
Intrigues of certain persons in the service of the Complainant
as your Petitioners had since been informed and did verily
believe the fact to be did object thereto as insufficient and
insist upon his being allowed the said Term of five years
the same appearing to your Petitioners as unreasonable
they did refuse to grant that time to the said Munthaw
Narrasima Somayanjaloo - and your Petitioners did
Say that some times afterwards that were to say on or
about the Sixteenth day of December and year of
Chr. ist One thousand Seven hundred and ninety four
your Petitioners were for the first time and to their great
surprise informed of the mortgage pretended to have
been Granted to the Complainant of the said Banke-
=sals and of Seventy Garce of Paddy stated to have

been

Petitioners shew unto this Honourable Court that to your Petitioners said answer the Complainant did Exhibit and file his Replication and did therein and thereby amongst other things state that he did admit that Munthaw Narasima Somayanjalo and Latchemy Nanaiah in the Complainants said Bill of Complaint named might have for Several years past carried on Trade in Grain from different parts of the Northward to Madras under the management of his Brother Eya narrain in your Petitioners answer named whom the said Munthaw Narrasima Somayanjalo and Latchemy Nanaiah might for that purpose have appointed their agent But the Complainant did deny that the said Munthaw Narrasima Somayanjalo Did for such or any other purpose in the course of Business &c frequently request your Petitioners through his said agent to advise and assist him the said agent therein or that your Petitioners did thereby or by reason thereof became &c intimately acquainted with him and the Complainant. did further say that he did not admit that the said &c Munthaw Narrasima Somayanjalo was in or about

about the year of Christ One thousand Seven hundred and ninety two as your Petitioners were alleged to pretend to have been informed and to have believed the truth to be / desirous to enlarge his said concerns in Grain or that being in want of money to have enabled him so to do or that being unable to raise the same that he did make known such his intentions and wants to your Petitioners or to any other person whomsoever or that he the said Munthaw Narasima Somayanjalo did for that purpose solicit the aid and assistance of your Petitioners. or of any other person whomsoever to furnish him with such Loans of money as he might from time to time / as the Complainant alleged was pretended in and by your Petitioners said answer / require in his pretended speculations of Trade and the Complainant did further deny that your Petitioners or any other persons in your Petitioners said answer named being disposed to befriend and assist the said Munthaw narrasima Somayanjalo / although he might at that time have apparently supported a good Character and Credit in the Settlement / did readily agree to make or that they did accordingly make any advance of cash to the said Munthaw Narrasima Somayanjalo or

that

bein in store therein by Mr. George Pasley one of the notaries of the Honourable the Mayors Court having on that day affixed his Seals on the said Banksals at the Instance and directions as he did say of the said Complainant and your Petitioners did further say that thereupon they did make enquiry into the particulars of the said pretended mortgage and were informed that the said Banksals and the said Seventy Garce of paddy which were pretended to be in Store therein had been mortgaged unto the Complainant since the month of January and year of our Lord One thousand & Seven hundred and ninety four and your Petitioners did say that as it was a fact of publick notoriety and as your Petitioners did hope to prove to the said Mayors Court that neither in the said month of January and year of Christ aforesaid nor for Several months subsequent thereto was there in the said Godowns or Banksals any Quantity of Paddy other than a few Garces of Rice your Petitioners were therefore fully persuaded and convinced that the whole of the Complainants said Mortgage was fictitious That he had not nor ever could have had any legal right Title or Pretension into the said premises That if the said Mortgage Bond had ever been executed by the said Manthaw Narasima Somayanjalo the same must have so executed in Collusion to injure and oppress your Petitioners and other the Creditors aforenamed in the premisses and to deprive them of their Just and Equitable Title of and in the same and because your Petitioners would not agree to the Letter of License required. And your Petitioners did further say that thereupon they did remonstrate with the persons who acted as agents of the Complainant in his absence at Madras and did intimate to them their firm resolution of complaining against them were they not to take off the Seals they had procured to be affixed as aforesaid And your Petitioners did say that the said agents of the Complainant being as your Petitioners had heard and did verily believe convinced of the propriety of the measure did accordingly direct the said Seals to be taken off and your Petitioners were then left in the free and undisturbed possession of the said Banksals and Godowns and of the retailing of the said paddy as in the said Answer before set forth until the

Twenty

Twenty Second day of the said month of December and year of Christ
One thousand Seven hundred and ninety four when the said agent of the
said Complainant having as your Petitioners had heard and did
really believe the fact to be by pecuniary and blandestine means
confederated himself with the agent of the said Munthaw Narrasima
Somayanjalos and induced him to join and cooperate with them in
his the said munthaw Narasima Somayanjalos fraudulent
attempts in endeavouring to oust your Petitioners and the Creditors
and the Creditors aforenamed of the possession of the property
assigned to and possessed by them as aforesaid did procure Mr.
John Wilkinson a notary and attorney of the said Mayors
Court to affix his Seals and which were accordingly affixed on
the said premises and your Petitioners did further say that your
Petitioners did thereupon employ an attorney at Law who as
your Petitioners did say they had heard and did believe the
fact so to be did make the necessary application on account
thereof and that thereupon the said Seals were again taken off
and your Petitioners again left in possession of the said
Bunksals and Godowns and the Paddy therein contained

and

And your Petitioners did further say that having had
reason to apprehend from what they had experienced as above
set forth that the said Munthaw Narrasima Somayanjalos
did design and intend to defraud and injure your Petitioners
and other the Creditors in the said answer aforenamed of their
Just due your Petitioners did determine at once to sell and
dispose of by public auction such part of the Paddy that had
remained unsold in their hands together with the Bunk-
sals and Godowns aforesaid and did to that end Instruct
the
Auctioneers in the Complainants said Bill named and in
manner and form as was therein charged and set forth and
your Petitioners in their said answer did further admit
that a few days previous to the sale and disposal of the
premises as aforesaid the Complainant did serve the Protest
in his said Bill stated and set forth But as the same
did not contain any new or pertinent matter than the
recital of the fictitious mortgage aforesaid your Petitioners
did submit to the said Mayors Court that they were not
by Law or Equity bound to attend thereto and your

Petitioners

Petitioners shew unto this Honourable Court that to your Petitioners said answer the Complainant did Exhibit and file his Replication and did therein and thereby amongst other things state that he did admit that munthaw narasima Somayanjalo and Latchemy narsiah in the Complainants said Bill of Complaint named might have for Several years past carried on Trade in Grain from different parts of the Northward to Madras under the management of his Brother Eya narrain in your Petitioners answer named whom the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah might for that purpose have appointed their agent But the Complainant did deny that the said Munthaw Narrasima Somayanjalo Did for such or any other purpose in the Course of Business frequently request your Petitioners through his said agent to advise and assist him the said agent therein Or that your Petitioners did thereby or by reason thereof become intimately acquainted with him and the Complainant did further say that he did not admit that the said Munthaw Narrasima Somayanjalo was in or about

about the year of Christ One thousand Seven hundred and ninety two as your Petitioners were alleged to pretend to have been informed and to have believed the truth to be / desirous to enlarge his said concerns in Grain or that being in want of money to have enabled him so to do or that being unable to raise the same that he did make known such his intentions and wants to your Petitioners or to any other person whomsoever or that he the said Munthaw Narasima Somayanjalo did for that purpose solicit the aid and assistance of your Petitioners. or of any other person whomsoever to furnish him with such Loans of money as he might from time to time / as the Complainant alleged was pretended in and by your Petitioners said answer / require in his pretended speculations of Trade and the Complainant did further deny that your Petitioners or any other persons in your Petitioners said answer named being disposed to befriend and assist the said Munthaw narrasima Somayanjalo / although he might at that time have apparently supported a good Character and Credit in the Settlem nt / did readily agree to make or that they did accordingly make any advance of Cash to the said Munthaw Narrasima Somayanjalo or

that

that the said Munthaw Narassima Somayanjalo did by himself or through his said agent from time to time require your Petitioners or any other persons so to do or that your Petitioners did actually and bona fide make the several advances of Cash setforth in your Petitioners said answer by the special instance or order of the said Munthaw Narassima Somayanjalo For the Complainant did say that if the said Munthaw Narassima Somayanjalo had been actually necessitated to require such assistance from your Petitioners and others the (alleged to be pretended) Creditors in your Petitioners said answer named that he would of himself in writing have applied to your Petitioners to make such advances and have granted his own proper bond for the same and not by his agent the said Eia narrain who as the Complainant did say he was informed and did verily believe had not such authority vested in him to borrow any Sums of or Money whatever in the name of his Principal the said Munthaw Narassima Somayanjalo nor had the said Munthaw Narassima Somayanjalo as the Complainant did verily believe any reason to borrow any Considerable Sum of Money in the Settlement (of Madras) to assist him in his Concerns of Grain at the northward where his speculations and concerns entirely depended and not in Madras as your Petitioners were alleged to have pretended wherefore the Complainant did say he had reason to believe that if your Petitioners and the several persons in your petitioners said answer named had at all lent or advanced any Sum or Sums of money to the said Eia Narrain the same must have been so borrowed and received for his the said Eia Narrains own sole use and purpose and not for or on account of them the said Munthaw Narassima Somayanjalo and Latchemy narsiah and the Complainant did further deny that the said Munthaw Narassima Somayanjalo did after the (alleged to be pretended) advances of Cash said to have been so made to him by your Petitioners or other the persons named in your petitioners said answer considerably enlarge his Transactions in Trade or otherwise make Several Large consignments of Rice Paddy and Grain to his said agent at Madras But on the Contrary the Complainant did say and so he alleged the truth would appear that the several consignments of Rice Paddy and Grain Setforth in and by your Petitioners said answer and said to have been made by

the

that the said Munthaw Narassima Somayanjalo did by himself or through his said agent from time to time require your Petitioners or any other persons so to do or that your Petitioners did actually and or bonâ fide make the several advances of Cash setforth in your Petitioners said answer by the special instance or order of the said Munthaw or Narrassima Somayanjalo For the Complainant did say that if the said Munthaw Narassima Somayanjalo had been actually necessitated to require such assistance from your Petitioners and others the (alleged to be pretended) Creditors in your Petitioners said answer named that he would of himself in writing have applied to your Petitioners to make such advances and have granted his own proper bond for the same and not by his agent the said Eia narrain who as the Complainant did say he was informed and did verily believe had not such authority vested in him to borrow any Sums of or Money whatever in the name of his Principal the said Munthaw Narrassima Somayanjalo nor had the said Munthaw Narrassima Somayanjalo as the Complainant did verily believe any reason to borrow any Considerable Sum of Money in the Settlement (of Madras) to assist him in his Concerns of Grain at the northward where his speculations and concerns intirely depended and not in Madras as your Petitioners were alleged to have pretended wherefore the Complainant did say he had reason to believe that if your or Petitioners and the several persons in your petitioners said answer named had at all lent or advanced any Sum or Sums of money to the said Eia Narrain the same must have been so borrowed and received for his the said Eia Narrains own sole use and or purpose and not for or on account of them the said Munthaw Narrassima Somayanjalo and Latchemy narsiah and the Complainant did further deny that the said Munthaw or Narrassima Somayanjalo did after the (alleged to be pretended) advances of Cash said to have been so made to him by your or Petitioners or other the persons named in your petitioners said answer considerably enlarge his Transactions in Trade or otherwise make Several Large consignments of Rice Paddy and Grain to his said agent at Madras But on the Contrary the Complai=nant did say and so he alleged the truth would appear that the several consignments of Rice Paddy and Grain Setforth in and by your Petitioners said answer and said to have been made by

the

the said Munthaw Narrasima Somayanjaloo to his said agent at Madras was so made through the assistance of the Complainants Testator the said Charles Fraser For the said Complainant did say as he was informed and doubted not but that he would in due time prove to the Satisfaction of the said Mayors Court that the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah did not make any large consignments of Rice Paddy and Grain to their agent at Madras until some time in the year of Christ One thousand Seven hundred and ninety three and which time the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah in order to extend their Consignments of Grain Accetera more than what they had therefore been accustomed to do as Grain was at that time scarce at Madras and not having the means to extend their Views as aforesaid and on understanding that the Complainants said Testator had at that time a Large Quantity of Paddy in the possession of one Ramavadanloo a respectable Merchant at Colingapatnam to the amount of Ten thousand Pagodas and upwards did apply to the Complainants said Testator to grant an order on the said Ramavadanloo to lent them have the same on credit for a Short time for which a mortgage Bond would be granted on the said Paddy payable with Interest on demand and the Complainant did further state that his said Testator after due enquiry being made into the Credit and responsibility of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah and approving of the proposal they had made of securing the money by a mortgage on the said Paddy as aforesaid did Grant an order to the said Ramavadanloo to deliver to the said Munthaw Narrasima Somayanjaloo the Paddy aforesaid for the said Sum of Ten thousand Pagodas and to obtain a Mortgage Bond from them for the said Sum of Ten thousand Pagodas all which was done which Grain the Complainant did allege was the extensive consignments and enlargement of Trade alluded to by your Petitioners in their said answer and the Complainant did further say that the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah having (as the Complainant did say he was informed and did believe) derived great advantage from the Consignment they made of the Paddy

and

and Grain aforesaid in the year One thousand Seven hundred and ninety three and did thereby become enabled to pay off and discharge their then Bond debt to the Complainants said Testator at the time limitted for that purpose And the Complainant did further state that the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah afterwards being in want of a Loan of Four thousand five hundred Madras Pagodas to enable them to further to prosecute their views as aforesaid did some time on or about the first day of January and year of Christ one thousand Seven hundred and ninety four apply to the Complainants said Testator for the same who lent it on the Security of a mortgage on the Two Bankshals at Madras and Seventy Garce of Paddy then at Colingapatnam but about to be sent for Madras and the Complainant did further say that his said Testator did so renew his dealings with the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah from their former punctuality and the Complainant did further in his said Replication state that the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah having shortly thereafter to wit in march following a further occasion for a Sum of Ten Thousand Madras Pagodas to answer like pursuits and speculations in Trade did also apply for the same to the Complainants said Testator who in like confidence granted an order to the said Munthaw Narrasima Somayanjalo and Latchemy narsiah on the aforesaid Ramavadanloo near Chicacole who was the Complainants said Testators native agent at that place) for the said Sum of Ten thousand Madras Pagodas and that the said Ramavadanloo not having at the time as it did appear) ready money in his hands did offer to supply the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah with Grain for such amount which offer was by the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah agreed to and the said Ramavadanloo did accordingly on the Eighth day of March in the said year of Christ One Thousand Seven hundred and ninety four furnish the said munthaw Narrasima Somayanjalo and Latchemy Narsiah with Grain for the amount of the said sum of Ten thousand Madras Pagodas and obtained their Mortgage bond for the same on the Paddy and Grain

&

so then received of him and which Grain with other Grain that the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah had purchased from and out of the foregoing loan of &c Four Thousand five hundred Madras Pagodas lent to them as &c aforesaid formed a further part of the large Consignments of Grain (said by the Complainant to be pretended) to have been made by the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah to the agent at Madras through the means of and by the &c assistance of your Petitioners and other the (said to be pretended) Creditors as aforesaid the contrary whereof was the fact and which if needful the Complainant did say he would in due time prove to the satisfaction of the said Mayors Court and the &c Complainant did further deny what was stated in your Petitioners said answer (to wit) That the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah in the Complainants said Bill named had sometime in the beginning of the month of march and year of Christ One Thousand Seven hundred and ninety four through some oversight or indiscretion in not insuring a Considerable Quantity of

of Grain which they had consigned to their Agent at Madras &c suffered a heavy loss by the loss of the Vessel on which it was Laden For the Complainant did say as he, he was informed and did verily believe the truth so to be that the several consignments the said &c Munthaw Narrasima Somayanjalo and Latchemy Narsiah made of the paddy and Grain purchased by the assistance of the &c Complainants said Testator were all safely landed at Madras &c without loss and that through the said Munthaw Narrasima &c Somayanjalo and Latchemy Narsiah might have had (as the same was said to be pretended by your Petitioners) and sustained any loss in their consignments as aforesaid yet that your Petitioners could not justly and of right entertain apprehensions therefrom Because the Complainant did say he was informed and did hope that the same would in due time appear to the &c satisfaction of the said Mayors Court That your Petitioners and others (said to be pretended) Creditors in your Petitioners said answer contained did not at any time whatever lay out and advance to the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah the several sums of money set forth in your

Petitioners

Petitioners said answer or that they did through the agent of the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah apply for any payment or that the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah apply for any payment or that the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah had any knawledge of any debt to them For the Complainant did say it was but reasonable to conjecture that if your Petitioners and others the (said to be pretended) Creditors aforesaid had actually lent and advanced the monies so pretended to have been advanced by them the same must have been so borrowed by the said Eia Narrain under some supporting document and power on the said Eia Narrains part to produce and shew for their Security in trusting him to charge his principal and which power or Evidence thereof it surely is reasonable for them to shew but which your Petitioners had not done and the Complainant did therefore say that the money (if any) lent by them your Petitioners and the other persons in their said Answer named to the said Eia Narrain must have been at their own Risk and his Responsibility For though it was asserted in and by the said answer that they your Petitioners did apply through Eia Narrain to the said Munthaw Narrasima Somayanjalo for the payment of their advances yet it was also admitted that they got no answer on the subject and that Shortly afterwards it was discovered that this agent Eia Narrain had absconded the Settlement and the Complainant did further say that it might be true that the said Eia Narrain did borrow several Sums of money from your Petitioners and others the persons named in their said answer under the pretense that the same was for the said Munthaw Narrasima Somayanjalo and that he did grant Bonds for the same as agent of the said Munthaw Narrasima Somayanjalo But the Complainant did Say he had & heard and did verily believe that he never advised his said principals thereof But that on being urged for payment he might have informed your Petitioners and others the persons named in their said answer that he was about to receive from the said Munthaw Narrasima Somayanjalo

Somayanjaloo consignments of Paddy and other Grain and that he would on receiving the same and from their produce discharge the Debts contracted But the Complainant did say he would in due time establish that the said Cia Narrain was informed by his said Principals and others the Complainants said Testators Servants that the Grain then consigned to Madras was in mortgage to the Complainants said Testator and that orders were at the same time strictly given him the said Cia Narrain with all convenient speed to sell and dispose of the same to cansel such Debts as aforesaid or described to become due to the Complainants said Testator whereupon and upon the said Cia Narrain sending himself disappointed in his views and dreading the detection of his deceit to his Creditors he absconded the Settlement unknown to them and at the very time that a part of the aforesaid consignments were then Landing And the Complainant did say that the said Cya Narrain having as aforesaid eloped His Creditors your Petitioners and others named in their said answer combining and confiderating together sought Meanes to seize upon the said Consignments of Grain so landing and to divert the same from their Original and Just purpose

the

the discharge of the Debts (alleged to be) due to the Complainants said Testator as aforesaid and did for that purpose apply to Marvadah or Bannapah one of the Conicopolies of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah to deliver to them the possession of such the Paddy and Grain Landed and then Landing and likewise to Mortgage and assign over to them the Bandsals in Question together with the aforesaid Consignments and other properties of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah to answer their said (alleged to be) pretended Claims and demands urging that the same originated in actual loans to the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah and promising (the said Complainant did pretend) to the said Marravada Banapah on his complying with their request a Bribe Eight Hundred Pagodas as the Complainant did say he was informed But to do which the said Marravada Banapah did refuse as the said Complainant did say he was also informed producing at the same time the Letter of Instructions written to the said Cia Narrain directing him to dispose of the said Consignments to Satisfy the mortgage thereon to the

Complainants

complainants said Testator and moreover informing the said Credi-
tors that the two Banksals were actually sold to the complainants said
Testator as would the complainant did say in due time be established
And the complainant did further state That your Petitioners
and others the (alleged) pretended Creditors aforesaid did nevertheless
take possession of the Grain and two Banksals as aforesaid and
did dispose of the same in manner as set forth in the complainants
said Bill and the complainant did further state that he did admit
for aught he knew to the Contrary that three of the (said to be) the
pretended Creditors aforesaid to wit Butta Nordapah Chitty
Bahacortomba Auchurlos and Seyaram Doss might with
a view of sequestring the said Grain and Banksals and to
dispose of the same to answer (their alleged) pretended demands
aforesaid have on or about the nineteenth day of april in the
said year one thousand Seven hundred and ninety four
as in the said answer of your Petitioners was set forth &
Exhibited and filed their several Bills of Complaint in
the said mayors Court against the said Munthaw &
Narrasima Somayanjalo for the Recovery of their
Respective

respective Sums of money pretended (as the Complainant did say)
to be due to them as aforesaid and that Sequestrations might have
been prayed against the Goods Chattels and effects of the said
Munthaw Narrasima Somayajaloo But the Complainant
did deny as he did verily believe (that the said Munthaw or
Narrasima Somayanjaloo did ever come to the Knowledge of
such their proceedings or that he did in consequence thereof in
the most pressing Terms through the means of his (said to be)
pretended agent the said Marrawada Bannapah entreat your
Petitioners and others the (alleged to be) pretended Creditors or
aforesaid to forbear pursuing any coercive measures against him or
that the said Munthaw Narasima Somayanjaloo did at any
time declare that he was on his part ready and willing to give
them every satisfaction in his power by an assignment of all his
Banksals and Godowns in Madras and Grain remaining
therein together with all the Consignments of such Grain as
he had provided and directed to be made to Madras for the
Complainant did say that the said munthaw Narasima
Somayanjaloo was aware that all and Singular his property

aforesaid

aforesaid was in mortgage to the Complainants said Testator and that Such promise would be nugutory and serve no beneficial purpose but the contrary when his decist in such a transaction or Should become as it soon thereafter would manifest And the Complainant did say that notwithstanding the motives assigned in your Petitioners said answer wherefore the said Suitors did withdraw their Proceedings in the said Mayors Court against the said Munthaw Narrasima Somayanjalo was it it was most probable because they were will aware and conscious that all the Proberty of the said Munthaw Narrasima Somayanjalo and Latchemy Narsia then in Madras was Mortgazed to or the property of the Complainants said Testator the said of Charles Fraser and because they dreaded the legal delay which they foresaw must be fatal to their Pretensions when a knowledge of their proceedings should become public to the Complainants said Testator a more decisive remedy now becoming necessary to them no less then serving into their own hands the Law and the Execution of it to suit their purposes but which act had happily for the Complainants Testator restored to the said mayors

Court

Court the right as aforesaid and flagitiously torn from it and enabled him the Complainant under its Justice to support his own For the Complainants did submit it would clearly appear that the motion could not be as by the Answer was pretended for that Munthaw Narrasima Somayanjalo had through his (alleged to be) pretended Gomastah the said Marravadah Banapah agreed to assign over to them all things the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah Banksals and Godowns and the Paddy or Grain in Store Together with all the Consignments of such other Grain as he had provided and directed to be made on the contrary the Complainant said as he had been informed and did verily believe that the said Maravada Banapah did not of his own accord or by the Consent of the said Munthaw or Narrasima Somayanjalo offer any assignment of the property aforesaid to your Petitioners and other the pretended Creditors as aforesaid But on the contrary and instead of so doing that the said Maravadah Banapah did for a long time withstand all the said pretended Creditors Solicitations and offers to sign any paper they having prepared such to him for his Signature and which paper so at

length

length obtained under his Signature was extorted from him by dread and compulsion as the Complainant did say he would thereafter as he did trust and believe establish the said Marravada Bannapah then being and acting under the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah in no other capacity than as a common comicopoly and without any written or other power to act on the part and behalf of his said employers to all or any of the intents and purposes specified and setforth in the recital of the said (alleged to be) pretended assignment annexed to your Petitioners said answer under date as it was pretended wednesday the Seventh day of april no such Letter having as the Complainant did trust to establish ever existed under the Signature of the said Munthaw Narrasima Somayanjaloo and addressed to the said Maravada Banapah the same being as the Complainant had reason to believe a forgery and the Complainant did say that for aught he knew to the contrary it might be true that your Petitioners and other the pretended Creditors did after they had as aforesaid fraudulently obtained and extorted (as the said Complainant did alleged the said pretended assignment enclose a Copy thereof in a Letter directed

directed to the said Munthaw Narrasima Somayanjaloo for his approbation and Confirmation and that the said Munthaw Narrasima did actually return a Letter as setforth and annexed to your Petitioners said answer But the Complainant absolutely did deny that the said Munthaw Narrasima Somayanjaloo did by such his Letter if he had at all wrote the same confirm or agree to confirm all or any part of the (alleged to be) pretended assignment as aforesaid fraudulently obtained (the Complainant did say) by your Petitioners and other the pretended Creditors aforesaid or that the said Munthaw Narrasima Somayanjaloo did in and by his said Letter in any manner whatever acquiesce or encourage your Petitioners and other the (alleged to be) pretended Creditors aforesaid in their (alleged) fraudulent views of taking possession of his Property under the said pretended assignment well knowing that Whatever property he then had in Madras was sold and in mortgage to the Complainants said Testator But on the Contrary the Complainant did state and &c humbly submit to the said Mayors Court that he did appear on Inspection of the said supposed Letter of the said Munthaw Narrasima Somayanjaloo annexed to your

Petitioners

Petitioners said answer that the said Munthaw Narrasima Somayajaloo so far from confirming the said assignment after acknowledging the receipt of your Petitioners and also the pretended Creditors and the Copy of the (stated to be) pretended assignment aforesaid Did only observe That if any Latcheny Narsiah should come home Speedily I Shall Consider and settle every thing he did at home but until me That he would come with Ten Days and therefore I delayed sending an answer to your Letter till now being in daily expectation of the arrival of Latcheny Narsiah and as he will take the Coming of Latcheny Narsiah I have now wrote you by your Letter I shall send my Latcheny narsiah to you to take into consideration and the Complainant did further Say that it did not appear by the Letter of the said Munthaw Narrasima Somayajaloo that he had after he had received the Copy of the (alleged to be) pretended assignment aforesaid returned the same to your Petitioners and other the pretended Creditors aforesaid by expressing his approbation

approbation of the same and which the Complainant did say the said Munthaw Narrasima Somayajaloo would most probably have done had he admitted the Claims or thought it prudent so to do in order to secure the right of your Petitioners and others (alleged to be) the pretended Creditors aforesaid may he would have granted to them his own assignment instead of that of the said Marravada Bannapah and which the Complainant did say your Petitioners and others the pretended Creditors aforesaid would if they were Intitled to the same have sought to obtain in preferrence of that of the said Marravada Bannapah who then acted in no other Capacity than a common conceopoly to the said Munthaw Narrasima Somayajaloo and Latcheny Narsiah and the Complainant did deny that your Petitioners and others did as the same was pretended by them upon the receipt of the said assignments and Letter aforesaid and upon such consideration forbear and desist from pursuing coercive measures against the property of the Complainants said Testator their Conduct therein being more reasonably imputable to the fears of the Consequences partly above detailed they dreaded the legal opposition of the Complainants said Testator pursuing inevitable event and hastely and with a high hand and in

defiance

defiance of all the Legal opposition that under the then circumstances would have been opposed to arrest their injustice and avarice did sell and Convert the whole of the same into Cash dividing the Spoil then plunder and thus forcing the Complainants said Testator under o^r embarased Circumstances almost bereft of his all and at the close of Life to appeal to the said Mayors Court to Support him and his against such Rapine and punish the Perpetrators o^r And the Complainant said that he did not know nor was it mate=rial to the Justice of his Cause as he did humbly submit to the said mayors Court whether or no the said Munthaw Narrasimma Somayanjalo did at any time apply to your Petitioners and other the pretended Creditors as aforesaid to grant him a Letter of Licence for the Term of five years or for any other term or what the result of such application was the several assertions of your Petitioners on that head being impertinent and no way connected with the matters in Issue before the said Mayors Court and the Complai=nant for further replication did say that he would in due time establish the Contrary regarding your Petitioners having only heard for the first time in or about the Sixteenth day of December o^r One Thousand Seven hundred and Ninety four of the Mortgage

Granted

granted to the Complainants said Testator of the said Banksals and Seventy Garce of paddy and that they were well acquainted there of^r Long previous to the time they did as aforesaid fraudulently obtain (as the Complainant did state) the said pretended assignment from o^r maravadah Bannapah and the Complainant did admit it might be true at the time he obtained a mortgage on the Banksals and the Seventy Madras Garce of paddy to wit on the first day of January one thousand Seven hundred ninety four that there were no paddy in the said Banksals save a few Garce of Rice But the Complainant said that he would in due time establish that the Complainants said Testator considering the two Banksals which the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah offered to give in mortgage to the Complainants said Testator as aforesaid insuffi=cient and the said Munthaw Narrasima Somayanjalo and o^r Latchemy Narsiah being then possessed of a quantity of Seventy three and a half Madras Garce of paddy at Caulingapatnam that they offered to give the same also in mortgage to make up such defficiency and which said Seventy three and an half Gara of paddy they the said Munthaw Narrasima Somayanjalo and Latchemy Narsiah did promise to consign to Madras

to

to be deposited in the said Banksals and thereto remain till
could be enabled to discharge the said Sum of Four Thousand
hundred Pagodas they were then about to borrow from the Comp
=nants said Testator and that the Complainants said Testato
having agreed to such proposal the said Munthaw Nara
=sima Somayanjalo and Narsiah Latchemy did accordingly
execute unto the Complainants said Testator the Bond afore
on the said Banksals and Seventy Garce of paddy allowing
the Remainder Three and an half Garce of paddy to an
the wastage of Import and Export and that Shortly after
executing the mortgage Bond aforesaid the said Munthaw
Narrasima Somayanjalo and Latchemy Narsiah did
accordingly export the said Seventy three and an half Garce
of Paddy to Madras and caused the same to be deposited
in the said Banksals to answer the intended purpose and
which paddy was so there deposited and did so remain and
same until your Petitioners in manner aforesaid and as that
was acknowledged in their said answer did possess themselves the
and the Complainant did further state that the said Mun
Narrasima Somayanjalo and Latchemy Narsiah having

as aforesaid Mortgaged to the Complainants said Testator the Banksals
and Seventy Garce of paddy on the said first day of January one
Thousand Seven hundred and ninety four and being unable to
discharge such their debt by reason of the (alleged) undir proceedings
of your Petitioners and other the pretended Creditors aforesaid they
having as aforesaid (alleged) fraudulently possessed themselves of all the
Consignments were reduced to the necessity of dispasing of the said
Banksals to the Complainants said Testator in part discharge
of their said debt wherefore and from what he had in his said
Replication before set forth the Complainant did humbly submit
to the said Mayors Court what degree of credit could be given
to your Petitioners said answer and the Several (alleged) unjust
unfounded and improbable assertions said to be contained in the same
and your Petitioners humbly shew unto this Honble Court that to
the Complainants said Replication your Petitioners did
exhibit and file their Rejoinder and did therein amongst
other things for Rejoinder state That notwithstanding the
denial of the Complainant munthaw Narrasima Somaya-
-jalo and Latchemy Narsiah did by their agent Dia
Narrain frequently request your Petitioners to advise and

assist

assist them in their dealings and Transactions in Grain and otherwise in manner and form as the same was setforth and expressed in your Petitioners said answer and that thereby and by reason thereof your Petitioners did become intimately acquainted with the said Munthaw Narrasima Somayanjaloo and did under the circumstances and for the reasons in your Petitioners said answer also setforth apply to your Petitioners and other Creditors in their said answer named for aid and assistance in money and otherwise and that your Petitioners and the other Creditors did accordingly lend and advance to the said Munthaw Narrasima Somayanjaloo considerable Sums of Money from time to time as the same was required by the said agent of the said munthaw Narrasima Somayanjaloo and for the Reasons and Inducements as the same were particularly setforth in the answer of your Petitioners And your Petitioners did say that the said advances of money were actually and bonafide or made at the special Instance of the said Munthaw Narrasima Somayanjaloo. And your Petitioners did further say that the reasoning of the Complainant in opposition to the said facts as stated and setforth in your Petitioners said answer was altogether fallacious — For that it was customary in the dealings between natives to regard the

the agent or Gumastah exactly in the same manner as the principal himself where he or the spot and to regard all his acts as the acts of his principal and equally binding and that the agent of the said Munthaw Narrasima Somayanjaloo the said Ela Narrain had full power and authority to take up money on his the said Munthaw Narrasima Somayanjaloos account and to Grant Bonds therefor in his name and your Petitioners did further state that he the said Munthaw Narrasima had occasion to take up Sums of money to enable him to carry on his speculations in trade was evident and easely to be proved and was well known to the Complainants Testator and probably to the Complainant himself although he did not admit the fact and notwithstanding the said Munthaw Narrasima Somayanjaloo might have purchased the Grain in which he chiefly dealt to the Northward yet his funds for making such purchases where principally if not wholly drawn from Madras where the greater part of the said Grain was disposed of and other Quantities thereof was disposed of in Bengal and other places and therefore his said Speculations could not have depended entirely on the northward as erroneously stated by the Complainant in his said Replication and therefore the Conclusions drawn from said Premises must have been as they really were untrue And your

Petitioners

Petitioners did say as in their said answer the same was set forth that
owing to the large Sums of money by the said Munthaw Narrasi
Somayanjaloo through his said agent obtained of your Petitioners and
other persons at Madras he was enabled to enlarge his dealings in
Trade and to make large consignments of Paddy Rice and other Grain
to his said agents as setforth in your Petitioners said answer and that
owing to any assistance that he might have received from the Com-
=plainants said Testator and that if the Complainants said Testator had
lent and advanced any Sums of money to the said Munthaw
Narrasima Somayanjaloo as they have jointly and
place or very near each other it was not to be supposed that the Com-
=plainant would have so far departed from the custom invariably observed
to the Northward between European lenders and native borrowers
and advance any sum of Money whatsoever to the said Munthaw
Narrasima Somayanjaloo without ample Security on the Spot for
the repayment thereof or if as the Complainant would insinuate
the Security granted to the Complainants said Testator was for
the Grain by the said Munthaw Narrasima Somayanjaloo sent
to Madras he would doubtless have obliged him to consign the
same to his the Complainants said Testators agents there and your

Petitioners

Petitioners did say that although the Complainant who was a very young man might have been and probably was unacquainted with any consignments of Grain to Madras by the said Munthaw Narrasima Somayanjaloo at an earlier period than the year one thousand Seven hundred and ninety three yet that the said Munthaw Narrasima Somayanjaloo did make such Consignments as in their said answer the same was stated and particularly setforth and that the Complainant in and by his said Bill of Complaint had declared that for the Sum of money therein pretended to have been advanced by the Complainants said Testator to the said Munthaw Narrasima Somayanjaloo Latchemy Narsiah the Complainants said Testator did require of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah a mortgage of two Banksals and Seventy Garce of Paddy in Madras and the Complainant in his said Replication did further say that the said Paddy was not at Madras but at place called Colingapatnam whereby your Petitioners did allege the Complainant had falsified the said Declaration in the said Bill of Complaint contained and that the said falsification had nevertheless made in support thereof

Because

Because your Petitioners in their said answer had declared that there was not any paddy in the said Bankshalo belonging to the said o[r] Munthaw Narrasima Somayanjaloo at the time the said o[r] pretended mortgage thereof was made and thereupon submitted that the said Mortgage was fictetious and that the complainants said Testator had not nor ever had any legal Right Title or[t] pretensions to the Grain on account whereof he had brought his said Bill in the said Mayors Court And your Petitioners did humbly Submit that the facts as stated in their said answer was the more to be relied on as the Complainant in order to meet those facts had contradicted those setforth in his said Testators said Bill of[r] Complaint And your Petitioners did say that they had not any knowledge of the large transactions and dealings between the Complainants said Testator and the said Munthaw Narrasima Somayanjaloo as setforth in the said Replication But your o[r] Petitioners did say they had heard that the Complainants said Testator was from his Situation as a military Officer in the o[r] Service of the Honble Company prohibited from entering into o[r] any such transactions and therefore your Petitioners did verily believe that no such transactions did ever exist between him o[r]

and

and the said Munthaw Narrasima Somayanjaloo and that if the case was otherwise the same could not have any relation to the matters in Question before the said Mayors Court and your Petitioners did further say as in and by their said answer they had already said that they did learn at the time in the said Answer setforth that the said Munthaw Narrasima Somayanjaloo had by some neglect in o[r] their said answer particularized sustained a very heavy loss and that your Petitioners did entertain serious apprehensions on account thereof and thereupon did together with the said other Creditors in the said answer named apply to the said agent of the said Munthaw Narrasima Somayanjaloo for payment of their just debts but that instead of paying the same or giving to your Petitioners and the said other Creditors any Satisfaction in the premises he did withdraw himself from the Jurisdiction of the said Mayors Court and your Petitioners did further state That they did and that the said other Creditors in their said answer o[r] Named did lend and advance unto the said Munthaw o[r] Narrasima Somayanjaloo by his said agent the Several Sums of money in their said answer setforth and that the said Sums were so advanced to the said agent of the said Munthaw

Narrasima

Narasima Somayanjaloo knowing the said Agent to be possessed of full and sufficient powers from his Principal the said Munthaw Narasima Somayanjaloo to take up the same But that they did not believe it had ever been customary for persons who had dealings with an agent to demand and receive from him the powers granted to him by his Principal and that it would have been absurd to make to him a requisition of such a Nature although the Complainant in and by his said Replication did suggest that your Petitioners ought to have done so in order that they might have produced the same in this Cause And your Petitioners did further state that the Complainant in and by his said Replication did admit that the said Eia Narrain might have borrowed from your Petitioners and the said other Creditors in the said answer named the Sums therein setforth and that he might have granted Bonds on account thereof as the agent of the said Munthaw Narrasima Somayanjaloo and that he had also in his said Replication admitted that the said Eia narrain was the agent of the said Munthaw Narrasima Somayanjaloo But then he said that he did verily believe that the said Eia narrain never did advise his principal thereof But that he might have informed your Petitioners and other the said Creditors upon being urged for payment that he was about to receive consignments and other Grain from the said Munthaw Narrasima Somayanjaloo for the liquidation of the said Bonds and thereupon your Petitioners did say that if the fact had been exactly as the Complainant had stated it to be the said Munthaw Narrasima Somayanjaloo would have been equally accountable for the payment of the Debts contracted by his said agent in his name as persons who had transactions and dealings with an agent could not know nor was it their business to know what communication he had with or what advice he might give to his agent who stood in the place or stead of his principal and who was bound by his acts But your Petitioners did say that the real fact was as they had setforth the same in their said answer and that the consignments of Grain from the said Munthaw Narrasima Somayanjaloo to his said agent were not for the purpose of discharging any mortgage thereon to the Complainants said Testator as asserted in the Complainants said Replication and that he the said agent was not instructed by the said Munthaw Narasima

Somayanjaloo

Somayanjalo to sell and dispose of such Grain for the benefit of the Complainants said Testator But on the Contrary that the same was consigned to the said agent for the purposes of paying and satisfying the amount due to your Petitioners and the said other Creditors in your Petitioners said answer named and they did further say that they did verily believe that the Complainants said Testator had not any manner of Claim whatever on the Said Munthaw Narrasima Somayanjalo at the time in his said Bill of Complaint setforth But that he did confiderate himself with certain persons and for the unjust purposes as in your Petitioners said answer the same was setforth And your Petitioners did further say that the said agent did not abscond for the reasons in the Complainants said Replication set forth but for those in your Petitioners said answer contained and as to the assertions in the said Replication that your Petitioners did apply to Narravadah Bannapah to deliver to them your Petitioners certain Grain which the Complainant said was then landing and to Mortgage to them the Bankfals in question and other properties of the said Munthaw & Narrasima Somayanjalo promising a Bribe of Eight hundred Pagodas to the said Narravadah Bannapah on his Compliance That he the said Narravadah Banapa did refuse to act as so desired and that he did produce to your Petitioners a Letter of Instructions to the said agent to dispose of the said Consign-ments for the benefit of the Complainants said Testator and inform your Petitioners and the said other Creditors that the said Bank-sals were actually sold to the Complainants said Testator your Petitioners did say that the whole and every part thereof was without any manner of foundation in truth and so the same did fully appear by the Exhibits to your Petitioners said answer annexed and which were of themselves a full and perfect refutation of the Charges in the said Bill of Complaint & contained and the matters and things set forth in the Complai-nants said Replication and that they had in and by their said answer shewn the manner and authority by which they acquired the posession of the Premises in question and by which they did afterwards sell and dispose of thereof and that the Complainants statement of the fact was erroneous and untrue and that the said Munthaw Narrasima Somayanjalo was well acquainted with the

Steps

Steps taken by his Creditors at Madras and did in pressing terms write to them on account thereof and through the means of the said Marravadah Bannapah to forbear pursuing coercive measures &c promising them every satisfaction in his power by an apignment of his Property at Madras and on the Consignments of Grain he had &c directed to be made thither notwithstanding the assertion of the &c Complainant to the Contrary and your Petitioners did say &c that in the Letter of the said Munthaw Narrasinna Somayanjalo a copy of which was annexed to their said answer no mention &c whatever was made of the Complainants Testator and the said Letter was therefore conclusive Evidence that at that time the Complai =nants said Testator had no claim on the said Munthaw Narrasinna Somayanjaloo at least that he had no claim on any property &c belonging to him at Madras and that the Mortgage set up by the Complainants said Testator and the pretended purchase of the said Banksals were altogether fictitious and fraudulent And your Petitioners did farther say that the Suits instituted in the said Mayors Court against the said Munthaw Narrasinna Somayanjalos as in your Petitioners said answer stated were or withdrawn or proceedings thereon stayed for the reasons in their said

said answer contained and not for the reasons set forth in the &c Complainants said Replication and that it was not on account of any apprehensions they could have entertained from the pretended claims of the Complainants said Testator that they sold and disposed of the said Grain and Banksals for that the Complainants said Testator having caused the Seals of notaries Public to be affixed thereon did afterwards (conscious that he had no right or Title to interfere therein and fearing the consequence that might result from the measures he had pursued) did cause the said Seals to be removed and again leave your Petitioners and the said other Creditors of the said Munthaw Narrasinna Somayanjalo in the full possession of the premises and that they had set forth in their said answer the reasons for selling and disposing thereof &c and your Petitioners did deny the insinuation in the Complai =nants said Replication contained "that the said Marravada "Banapah did not of his own accord or by the consent of the said "Munthaw Narrasinna Somayanjaloo offer a Consignment of "the said property or that his signature was extorted from him "by dread and Compulsion or otherwise" and that the Letter from the said Munthaw Narrasinna Somayanjaloo did carry on the

face

Steps taken by his Creditors at Madras and did in pressing terms
write to them on account thereof and through the means of the said
Marravadah Bannapah to forbear pursuing coercive measures &c
promising them every satisfaction in his power by an assignment of his
Property at Madras and on the Consignments of Grain he had &c
directed to be made thither notwithstanding the assertion of the &c
Complainant to the Contrary and your Petitioners did say &c
that in the Letter of the said Munthaw Narrasima Somayanjalu
a copy of which was annexed to their said answer no mention &c
whatever was made of the Complainants Testator and the said &c
Letter was therefore conclusive Evidence that at that time the Complai
=nants said Testator had no claim on the said Munthaw Narrasima
Somayanjalu at least that he had no claim on any property &c
belonging to him at Madras and that the Mortgage set up
by the Complainants said Testator and the pretended purchase
of the said Bankshals were altogether fictitious and fraudulent
And your Petitioners did further say that the Suits instituted
in the said Mayors Court against the said Munthaw Narrasima
Somayanjalu as in your Petitioners said answer stated were &c
withdrawn or proceedings thereon stayed for the reasons in their
said

said answer contained and not for the reasons set forth in the &c
Complainants said Replication and that it was not on account
of any apprehensions they could have entertained from the pretended
claims of the Complainants said Testator that they sold and
disposed of the said Grain and Bankshals for that the Complainants
said Testator having caused the Seals of notaries Public to be affixed
thereon did afterwards (conscious that he had no right or Title to
interfere therein and fearing the consequence that might result
from the measures he had pursued) did cause the said Seals
to be removed and again leave your Petitioners and the said
other Creditors of the said Munthaw Narrasima Somayanjalu
in the full possession of the premises and that they had set forth in
their said answer the reasons for selling and disposing thereof &c
and your Petitioners did deny the insinuation in the Complai=
=nants said Replication contained "that the said Marravada
" Banapah did not of his own accord or by the consent of the said
" Munthaw Narrasima Somayanjalu offer a Consignment of
" the said property or that his signature was extorted from him
" by dread and Compulsion or otherwise" and that the Letter from
the said Munthaw Narrasima Somayanjalu did carry on the

face

face of it evidence to the contrary of such the Complainants insinuation and did shew that the said Marravadah Bannapah was fully & authorized and empowered to act in the premisses for and on account of the said Munthaw Narrasima Somayanjaloo who had in and by his said Letter ratified and confirmed the act of the said Marravadah Banapah and that the said Letter was not written to the said Marravadah Banapah but to your & Petitioners and the said other Creditors of the said Munthaw Narrasima Somayanjaloo and therefore even if the said & Maravadah Banapah had not received as the Complainant would suggest any powers from the said Munthaw Narrasima Somayanjaloo but your Petitioners did aver that he had yet the & said Munthaw Narrasima Somayanjaloo had by his said Letter to all intents and purposes ratified the acts of the said Marravadah Bannapah in the premises notwithstanding the reasoning made use of by the said Complainant to Shew the Contrary and that the Character and Situation in life of your Petitioners and the Characters and Situations in life of the said other Creditors did place them above the vilifying language made use of by the Complainant in his said &

Replication

Replication and they did not think it necessary to take any notice thereof and your Petitioners did further state that they considered it as necessary to setforth in their said answer the particulars regarding the Letter of License required of them by the said Munthaw Narrasima Somayanjaloo in order to illustrate his the said Munthaw Narrasima Somayanjaloos conduct towards them and the said other & Creditors in their said answer named and his collusive transactions in the premises and they did aver that the fact was as they had stated the same to be in their said answer and which did contain a true account of their knowledge touching the pretended mortgage of the Complainants said Testator And your Petitioners did say that they had been advised that the other parts of the Replication and not Rejoined unto were altogether irrelevant or that the same were refuted by their said answer upon Oath — and your & Petitioners Shew unto this Honble Court that upon such — pleadings had in the Cause Issue did Join and Rules did pass for the Examination of witnesses and that witnesses were accordingly Examined on the part and behalf of the Complainant and your Petitioners and that Marravadah Banipah & Concerning a Witness examined on the part and behalf of the

Complainant

Complainant to the Second additional Interrogatory did depose that he was in the year One thousand Seven hundred and ninety four and four years previous thereto employed in the Service and affairs of Munthaw Narrasima Somayanjaloo and Latchemy Narsiah in the capacity of a Comicopoly and particularly in the said year of Christ One thousand Seven hundred and Ninety four at Madras That he did in such service act under a person called Eia Narrain but that he the said Eia Narrain did not continue without intermission in authority over him the Dt deponent during the whole time of his Service having been obliged to abscond from Madras in the year one thousand Seven hundred and Ninety four on account of some debts he had contracted That the said Eia Narrains situation was not during his absence filled by any other Person - and to the Third additional Interrogatory the said Witness did depose That he did as Comicopoly to Munthaw Narrasima Somayanjaloo and Latchemy Narsiah when the said Eia Narrain absconded take charge of two Banksals having Rice and paddy in them and being with the Rice and paddy so therein contained the property of the said Munthaw Dt

Narrasima

Narrasima Somayanjaloo and Latchemy Narsiah That one of the Dt said Banksals was situated near the Companys Carpenters Yards in Black Town and the other near the place where the French Prisoners were then confined and that the quantity of Grain contained therein was Twenty Garse of Rice and Seventy Garse of paddy That he the Dt Deponent did receive intimation from the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah that the said Banksals together with the paddy and Rice therein contained were mortgaged to Colonel Fraser that he did receive orders from the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah to deliver over the said Banksals and the Rice and Paddy therein contained to one Vencatachellum Gomastha to the said Colonel Fraser That he did not obey such order by delivering the same being forwarded by the Creditors of Eia Narrain who as soon as they heard that the Deponent was to deliver the said Banksals and the Rice and Paddy therein contained to the said Colonel Fraser Gomastha carried him the Deponent to one Venceta Chellum Chitty then in the Jail where he was threatned very much and afterwards brought to the house of Ballakistnay Chitty who took the keys of the said Banksals from him the Deponent who with some other Creditors took Charge

of the property so in the Custody and Charge of the Deponent That the delivery thereof was subsequent to the intimation of an Incumbrance existing thereon and that the same was delivered subsequent to the orders so received for the delivery of the same to the use of the Mortgage- That such delivery was not voluntary on the Deponents part but compulsory as already stated owing to the threats of the Creditors of the said Ela Narrain who told him he should be flogged and carried to Jail or if he did not comply with their wishes and to the fourth additional Interrogatory the said witness did depose that he had looked at the Exhibit No.3 and declared that he did execute the same That when the Said Paper was brought to him to sign he was told by the Creditors of Ela Narrain (being Ballakistnay pillay Saram Dos Chulla or Vencatachellia Gondamarayoo, annunda Row, Rawoo Soobaroy, Moodly Dahoocodombah Carloo austaghery Sawmy, and Cutta Mondapah Chitty) that they wished him to sign the said paper to enable them to contract with the Merchants for the sale of the said Paddy and Rice and that they would pay out of the proceids thereof what was due to Colonel Fraser the Deponent having informed them that the said Property was mortgaged to him which Influenced the Deponent to sign the same altho they would not allow him to read

read the said paper and to the fifth additional Interrogatory the said Witness did depose that Ballakistna pillay the principal Creditor of the said Ela Narrain did promise about five or six days previous to the signing of the Exhibit above mentioned to satisfy unto the Complainants Testator the amount of his Mortgage on the aforementioned property on condition that the Deponent would sign the Exhibit above mentioned which he was given to understand was to enable the said Ballakistnay pillay and the other Creditors to contract with the Merchants for the said property - and your Petitioners Shew unto this Honble Court that Soobaroy Moodelliar another witness Examined on the part and behalf of the said Complainant to the Second or Interrogatory did depose that he was in the Service of the late Colonel Charles Fraser in the Capacity of Head Dubash for the space of Twenty years and that he was intimately acquainted with his affairs and Money concerns To the Third Interrogatory the said witness did depose that he had looked at the Exhibit then produced and shewn to him at the time of his Examination marked A and said that he knew the apparent Obligors in the said Exhibit named (to wit) Narrasima Somayanjalo and Lakshmy Narsiah and that he did know the same was executed by the

said

said Obligors in the Office of Colonel Charles Fraser deceased on the o^th^
presence of the Deponent and two subscribing witnesses thereto o^th^
Sampora Ramiah and Amboodyspoody Soobroydoo, and that he
did see the said witnesses fix and subscribe their names thereto That
he believed the said Witnesses then resided to the Northward but
he did not know in what particular place That the Sum of Four
Thousand five hundred Pagodas was paid to the said Obligors by the
said Colonel Charles Fraser at the time of Executing the said o^th^
Bond That he did not know by whom the said Exhibit was
drawn but that it was produced by the Obligors at the time of
executing it That the Deponent had carefully looked at and o^th^
examined the said Exhibit and said that the same was in the
same state and condition in words and figures without alteration as
the same was at the execution thereof To the fourth Interrogatory the
said witness did depose that he had looked at the Exhibit **B** then
also produced and said that the same was executed in the presence
of him the Deponent by the aforesaid Latchemy Narsiah by the
Consent of Narasima Somayanjalo in Consideration of the sum
of Three Thousand Madras Pagodas to them in hand paid by
the said Colonel Charles Fraser and also in the presence of the

witnesses

witnesses who subscribed their names thereto in the presence of the Deponent
That he believed the said Witnesses then resided to the Northward but
could not say in what particular place or places That he had again o^th^
looked at and carefully Examined the said Exhibit and Declared
that the same was therein the same state and condition in words and
figures as the same was delivered at the time of Executing the same
And your Petitioners shew unto this Honble Court The aforesaid
Witness Marravadah Banapah examined on the part and
behalf of the Complainant to the fifth Interrogatory did depose
that he had looked at the Exhibits **C** and **D** then Shewn to
him at the time of his Examination and the two several o^th^
Signatures subscribed at the foot of each exhibit and declared
that the signatures were of the respective hands writing of the
persons by whom they were signed (viz^t^) Narasima Somayanjalo
and Latchemy Narsiah and that he the Deponent received the
Exhibit marked **C** from the said Narasima Somayanjalo
and Latchemy Narsiah and in consequence delivered the said
Exhibit to one Guntoor Mencatachelliah be[illegible]e the Rays of the
Banksals in the said Exhibit mentioned had been taken possession
of by the Creditors of one Ein Narrain the Brother of the said

Mun thaw

Munthaw Narrasima Somayanjaloo and Latchemy Naviah and to the Sixth Interrogatory the said witness did depose that he had looked at the Exhibit then shewn to him marke N:3 & purporting to be a letter addressed to him the Deponent from one Munthaw Narrasima Somayanjaloo That he did know the hand writing of a Man of the name of Munthaw Narrasima Somayanjaloo and that he then resided near Coringa and that he did depose to his hand writing because he had often seen him write That he did not in the exhibit then produced to him any where distinguish the Hand writing of the said Munthaw Narrasima Somayanjaloo nor did he know of whose hand writing the said Exhibit was That he had looked at the Cover in which the said Exhibit was produced and folded up bearing a post Mark thereon "Post paid to Fanams Naddapollam 11th April 96 and declared that the said Cover did not belonging to the said Exhibit N:3 but that it did inclose another Letter to him the Deponent from his Brother in Law Setteraumiah That he had looked at the Exhibit E produced and shewn to him under date the aforesaid Eleventh day of April and said that it was the Letter which came enclosed in the above mentioned Exhibit N:3 and the said Exhibits E and

N:3

N:3 did of right belong to each other and the Deponent said that the reason why they had then become seperate was that one Balla Kistna pillay deceased one of the Creditors of the aforesaid Eya Narrain desired him the Deponent to Shew him the Letter he had received as aforesaid from his Brother in Law Setteraumiah which the Deponent accordingly did and left it with him about three days afterwards the said Balla Kistna pillay returned to the Deponent only the Exhibit E saying that the Cover was lost That not being well known in Madras his the Deponents Letters were always addressed to Eya narrain to whom the Cover in question marked N:3 was likewise directed and your Petitioners humbly Shew unto this Honourable Court that Cansaula Rungapah Chitty Coral Merchant Examined as a witness on the part and behalf of your Petitioners to the second Interrogatory did depose That he did not know Munthaw Narrasima Somayanjaloo but that he had heard of such a person That the said Munthaw Narrasima Somayanjaloo had carried on Trade from Bengal Ganjam Pondy Munsoorcotta and Coringapatnam for Twelve years and that he had carried on such Trade with Parungalatan Ballakistna pillay the Testator of your Petitioner annundakistna pillay your Petitioner annunda Royer Cuttai Mencatachellia Sayaram Dofs Rivoo Sobary &

Mordelly

Moodelly Bahoocootombo Charloo austagherrey Sawmy and Cutta
verdapah Chitty that the said Munthaw Narrasima Somayanjaloo
did not carry on the said Trade personally and directly with such
persons but carried on the same through the medium or means of his
Gomastha or agent Eia Narrain That the said Munthaw narrasima
Somayanjaloo did some time in the year of Christ One Thousand Seven
Hundred and Ninety Two through the means of his said Gomastha
Eya narrain apply to Parangalatoor Ballakistnapillay the Testator of
your Petitioner annundah Ristna pillay, your Petitioner annunda
Rayer Chulla Mencatachelliah Jaran
Dofs Ravoo Soobaroy moodelly
Bahoocoolombeo Charloo austagherry Sawmy and Cutta Verdapah
Chitty before mentioned for a loan of Thirty Thousand Pagodas
That the said Eya Narrain did in the name of the said Munthaw
Narrasima Somayanjaloo at the time he made such application
say that the said Sum of Money so requested was for the purpose of
extending his concerns in Trade That Parangalatoor Ballakistna
Pillay the Testator of your Petitioner annunda Ristnapillay
your Petitioner annunda Royer Chulla Mencatachelliah Jayaram
Dofs. Ravoo Soobaroyo Moodelly Bahoocootambah Charloo
austagherry Sawmy and Cutta Verdapah Chitty did make
at

at sundry times advances of Cash to the amount of Thirty Thousand
Pagodas to the said Munthaw Narrasima Somayanjaloo through
the means of his Gomastha the said Eya Narrain on behalf of
the said Munthaw Narrasima Somayanjaloo and to the third
Interrogatory on the part of your Petitioners the said witness did
depose that he did know one Eya Narrain late of Madras and that
he had known him Eight years That the said Eya Narrain was
not then at Madras and that he left it upwards of Two years ago
and that he did not know where he went That the said Eya
Narrain left Madras in consequence of the importunities of the
Creditors of Munthaw Narrasima Somayanjaloo aforesaid That
he did know that the said Eya Narrain was employed for Eight
years and upwards as Gomastha or agent to the said Munthaw
Narrasima Somayanjaloo That he had not heard that the
said Eya Narrain was then employed as Gomastha or agent
to the said Munthaw Narrasima Somayanjaloo That the
said Eya Narrain discontinued to act as agent of the said
Munthaw Narrasima Somayanjaloo upwards of two years
ago That the said Munthaw Narrasima Somayanjaloo
did appoint one Narravadah Bannapah to act as his
agent

agent or Gomastah at Madras in the room and stead of the said Eya Narrain That the Deponent did know one Marravada Banapah then of Madras and that he had known him Six or Years That the said Marravadah Bannapah did act as Gomastha or agent for the space of one year in the room of Eya Narrain after the departure of the said Eya Narrain from Madras that he the Deponent knew the said Marravadah Bannapah was publickly received and acknowledged as the Gomastha or agent of the said Munthaw Narrassima Somayanjalo That he did know that the said Marravadah Bannapah as Agent to the said Munthaw Narrassima Somayanjalo gave an agreement to Parungatator Balla Ristna pillay the Testator of your Petitioner annundah Ristnapillay your Petitioner annanda Rayer Chulla or Vencatachelliah Jaram Doss Ravo Soobaroy moodelly Bahoocootamboo Charloo austagherry Sawmy and Catta Verdapah Chitty to sell and dispose of the Grain belonging to the said Munthaw Narrassima Somayanjalo And to the fourth Interrogatory the said witness did depose that he did see the paper writing produced and shewn to him at the time of his Examination Marked No 8 Signed and delivered.

by

by the said Marravadah Bannapah but that his name is not set as a subscribing witness thereto And to the Seventh Interrogatory the said witness did depose that the said Marravadah Banapah did inform Perrengatator Balla Ristna pillay the Testator of your Petitioner annunda Ristna pillay your Petitioner annunda Royer Chulla or Vencatachelliah Jaram Doss Ravo Soobaroy Moodelly Bahoocootamboo Charloo austagherry Sawmy and Cotta verdapah Chitty about Three or four months after the said Eya Narrain departed from Madras of some damage or detriment having befallen a certain Vessel or Ship on which a Cargo of Paddy had been consigned by Munthaw Narrassima Somayanjaloo for Madras That the said Marravadah Bannapah did request the said Parngatator Balla Ristna pillay the Testator of your Petitioner annunda Ristna pillay your Petitioner annunda Royer Chulla Vencata-chellia Jaram Doss Ravoo Soobarry Moodelly Bahoocootamboo Charloo austagherry Sawmy and Cutta Verdapah Chitty to or freight a Vessel to Dongarazapatnam where the said vessel had put in in Distress to being her Cargo to Madras and or which they did accordingly and did bring the Cargo of the said Vessel to Madras and to the Twelfth Interrogatory the said

witness

witness did depose that he was employed by Eya Narrain in the Service of the said Munthaw Narrasima Somayanjalo as a Conicopoly for the space of four years That he had charge of certain Godowns or Banksals of the said Munthaw Narrasima Somayanjalo for the Space of four years That one of the said Banksals was situated or near the place where the French prisoners were confined and the other near the Companys Carpenters yard and Manthree Pagoda or Vencataramiahs Godown That he did not recollect the exact quantity of paddy that was within the said Godowns during the time he was so employed in charge of them but that there was in the month of January one thousand Seven hundred and ninety four ten and a half Garce of Rice That neither the Complainant nor any other person on his behalf did ever pretend to have any claim or title in the said Godowns and Banksals or of any Grain contained in the or same And your Petitioners further shew unto This Honourable Court That Perseramah moodelly Dubash a witness examined on the part and behalf of your Petitioners to the second Interrogatory did depose that he had heard of one Munthaw Narrasima Somayanjalo- That he knew that the said Munthaw Narrasima Somayanjalo did carry on Trade in Rice Paddy and other Articles from Bengal and Calingapatam and other parts in the Northren Circars for the Space of three years to the Knowledge of him the Deponent That the said Munthaw Narrasima Somayanjalo and Trade in Grain or and other articles from the said Northren Circars and Bengal through Eya Narrain his Gomastha with several persons at Madras That the said Munthaw Narrasima Somayanjalo did not carry on the said Trade personally and directly but that he so carried it on through the means of the said Eya Narrain his Gomastha That he had heard that the said Munthaw Narrasima Somayanjalo did some time in the year of Christ One thousand Seven hundred and Ninety two through the means of the said or Eya Narrain apply to your Petitioner annunda Royer or Parrongatator Ballakistnapillay the Testator of your Petitioners annunda Kistna Pillay Chulla Vencatachelliah Jagaram Dofs Rawo Loobarry Moodelly Bauhoo coolombah Charloo austare gherry Sawmy and Cutta Verdapah Chitty for a loan of a large Sum of Money That Eya Narrain said that the purpose for which he wanted the said Money so requested on loan was to extend the Trade of the said Munthaw Narrasima Somayanjalo That he the Deponent was informed by Balla Kistna pilley that

that he had lent a large Sum of money to the said Eya narrainon account of the said Munthaw Narrasima Somayanjaloo in consequence of the application aforesaid To the third Interrogatory the said Witness did depose that he did know one Eya Narrain late of Madras and that he had so known him about four or five years That the said Eya Narrain was not then at Madras and that he left Madras about Three years ago but that he did not know where he went but that the said Eya Narrain left Madras in consequence of the importunities of his Creditors That the said Eya Narrain was employed at Madras two years to the knowledge of him the Deponent as the Gomastha of the said Munthaw Narrasima Narrasima Somayanjaloo That the said Eya Narrain did not continue to act as agent or Gomastha or in any other capacity at Madras to the said Munthaw Narasima Somayanjaloo - That the said Eya Narrain discontinued to act about Three years ago as Gomastha to the said Munthaw Narrasima Somayanjaloo - That the Deponent knew that the said Munthaw Narrasima Somayanjaloo did appoint one Marravadah Bannapah to act as his agent or Gomastha at Madras in the room and stead of the said Eya Narrain That he knew one Marravadah Bannapah then

of Madras and that he had so known him three years That he did know that the said Marravadah Bannapah did act as Gomastha or agent to the said Munthaw Narrasima Somayanjaloo in the room of the said Eya Narrain after his departure from madras and that the said Maravadah Bannapah was publicly received and acknowledged as the agent or Gomastha of the said Munthaw Narrasima Somayanjaloo That he the Deponent was present when the said Marravadah Bannapah did empower the said annand Royer your Petitioner Parungalator Ballakistna pillay The Testator of your Petitioner Rayer Chulla Mencatachellia Sayram Dols Ravoo Sobaroy Moodelly Bahoocootumbah Charloo Austaghorry Sawmy and Cutta Merdapah Chetty to sell and dispose of the Grain et cetera belonging to the said Munthaw Narrasima Somayanjaloo on account of the money due to them by the said Munthaw Narrasima Somayanjaloo - and to the fourth Interrogatory the said Witness did depose that he had seen the paper writing (then produced and shewn to him marked N.1.) Signed and delivered by the said Marravadah Bannapah but that his name was not

set

set as a subscribing witness thereto And your Petitioners further ex-
Shew unto this Honble Court that Vamulah Singiah Merchant
another witness examined on the part and behalf of your Petitioners
to the Fourth Interrogatory did depose That he had seen the ex-
paper then produced and Shewn to him at the time of his
Examination Marked No 1 Signed and Delivered by one
Marravadah Banapah and that his name set and subscribed
as a witness thereto was of his the Deponents proper hand ex-
writing and to the fifth Interrogatory the said witness did
depose That he had seen the paper writing then produced and
Shewn to him at the time of his Examination marked No 1.
and purporting to be an assignment from Marravadah Bannapah
the Gomastha to munthaw Narrasima Somayanjalo executed
and delivered by the said Marravadah Bannapah to Challa
Vencatachelliah Gundamanrajah annunda Row Parangatar
Balla krishna pillay Sayaram Doss Soucar Rawo Soobaroy
Moodelly Bahoocoolumbo Charles austayhery Sawmy
and Costa Merdapah Chitty in the presence of one Vencata-
ramiah and some others whose names the Deponent did not
recollect That he did not know whether any other assignment

of a like purport or effect with the paper then Shewn to him or of any
other purport or effect was at any time made by the said Marravadah
Bannapah or any other person or persons on behalf of the said Munthaw
Narrasima Somayanjalo That he did not know whether any ex-
copy or transcript of the said paper marked No 1 purporting to be an
assignment as aforesaid was at any time made or written That he did
not know whether any Copy or transcript of the said paper writing
marked No 1 was at any time sent to the said Munthaw Narrasima
Somayanjalo or to any other person That he had never seen the said
Munthaw Narrasima Somayanjalo write nor had he ever
received any Letters from him nor was he acquainted with the ex-
manner or character of his hand writing That he the Deponent
had looked at the paper writing then produced and shewn to him
at the time of his examination Marked No 2 purporting to be a
Letter from the said Munthaw Narrasima Somayanjalo and
said that he did not know wether the said Letter was or not
of the proper hand writing of the said Munthaw Narrasima
Somayanjalo but that he had been told by Marravadah
Bannapah that the said Letter was of the proper hand
writing of the said Munthaw Narrasima Somayanjalo

And

And your Petitioners further Shew unto This Honourable Court that Mulliah Conicopoly another witness Examined on the part and behalf of your Petitioners to the second Interrogatory did depose That he had seen the paper writing then produced and Shewn to him at the time of his Examination marked No 1/ and purporting to be an assignment from Marravadah Bannapah the Gomastha to Munthaw Narrasima Somayanjalo executed and delivered by the said Marravadah & Bannapah to Chulla Vencatachelliah Gomanda Raujaw annunda Rayer Parangatatoor Balla Kistna pillay Jayaram Doss Soucar Rawo Soobaroy Moodelly Bahoocoolomba Charloo austagherry Sawmy and Catta Verdapah Chitty and that the same was executed and delivered in the presence of Vasantapooram Rama Sawmy Vamala Singia Mootiah and some other persons whose names the Deponent did not recollect- That he did not know whether any other assignment of a like purport or effect with the paper then Shewn to him was at any time made by the said Marravadah Bannapah or any other person or persons on the behalf of the said Munthaw Narrasima Somayanjalo

That a copy or Trancript of the said Paper marked No 1. purporting to be an assignment as aforesaid was made about Ten or Twelve days after the executing of the said paper by him the Deponent to be sent to the said Munthaw Narrasima Somayanjalo That the said copy or Transcript was sent to the said Munthaw Narrasima Somayanjalo at Parvor near narsahpoor by Tappal and That he did acknowledge the receipt of the same in a Letter sent by him to the said Chulla Vencatachelliah Gundemah Raujaw annunda Row & Parungalatoor Balla Kistna pillay Jayaram Doss Rawo Soobaroy Moodelly Bahoocoolombah Charloo austagherry Sawmy and Cutta Verdapah Chitty That he had not seen the said Munthaw Narrasima Somayanjalo write but that he had often seen Letters from him and that he was thereby acquainted with the manner and character of his hand writing That he had looked at the paper writing then produced and Shewn to him at the time of his examination marked No 2 purporting to be a Letter from the said Munthaw Narrasima & Somayanjalo and that he believed the said Letter to be

of

of the proper hand writing of the said Munthaw Narrasima or Somayanjalo And to the Sixth Interrogatory the said witness did depose that the said paper writing marked N 2 and to which he had been before Interrogated was directed and sent to Chulla Vencatachelliah and Purungalatoor two of the persons above mentioned and that the said paper writing was received by them on or about the Twenty ninth day of may One thousand Seven hundred and ninety four That Purungalatoor Balakistna pillay the Testator of your Petitioner annunda Kistna or pillay your Petitioner annunda Royer Chulla Vencatachelliah Jayram Doss Ravoo Soobaroy Moodelly Bahoocottombah Charloo austagherry Sawmy and Cutta Verdapah Chitty above mentioned did prior to the receipt of the said Letter about fifteen or Twenty days proceed to two Bankshalls near the Honourable Companys yard in the Black Town and to one Bankshall near the place where the French prisoners were confined belonging to the said Munthaw Narrasima Somayanjalo to take possession and charge thereof and about One Hundred and Sixty Garce of Paddy Sixty Garce of Rice

Rice Five Garce of wheat half a Garce of Pessaloo a Quarter of a Garce of Gingelly Oil Seeds one and half Garce of damaged Rice One Bag of Turmerick Three or Four Candies of Mustard and Thirty or Forty bags of damaged Munthaloo That charge or possession of the said Bankshalls and of the said Grain was delivered to the said Purungalatoor Balla kistna pillay the Testator of your Petitioner annunda Kistna pillay your Petitioner annunda Royer Chulla Vencatachelliah Jayram Doss Ravoo Soobaroy Moodelly Bahoocottombah Charloo austagherry Sawmy and Cutta Verdapah Chetty by the said Munthaw Narrasima Somayanjalo That the said Grain at the time of the delivery was mited or measured by the Companys measuring people in the presence of the Deponent

and

and another Conicopoly named Parsoo Ramah Moodelly and Marravadah Banapah and Tattah Taniah the Two last persons belonging to Munthaw Narrasima Somayanjaloo and that the precise measurement or Quantity thereof was as was above stated by him the Deponent - That the said Banksals were in the poss possession of Marravadah Banapah previous to the Delivery of the same to Parungalatoor Balla Kistna Pillay the Testator of your Petitioner annunda Kistna pillay your Petitioner poss annunda Royer Chulla Vencatachelliah Jeyaram Doss Ravoo Soobaroy Moodelly Bahoocootombah Charloo austa= gherry Sawmy and Cutta Verdapah Chitty nine months after the delivery of the same as aforesaid That the said Banksals were sold by the said Pringalatoor Balla Kistna pillay the Testator of your Petitioner poss annunda Kistna pillay your Petitioner annunda Royer Chulla Vencatachelliah Jeyaram Doss Ravoo Soobaroy Moodelly poss Bahoocootombah Charloo austagherry Sawmy and Cutta Verdapah Chitty in the month of January One Thousand Seven poss hundred and Ninety five - That neither the Complainant nor any other person on his behalf did at any time during the possession of the said Banksals by your Petitioners claim or pretend any right or title thereto or to any part thereof or to any quantity of

said witness did depose that he was employed in the Service of Purungalatoor Kistna pillay the Testator of your Petitioner annunda Kistna pillay your Petitioner annunda Royeroo Chulla Vencatachelliah Jeyaram Doss Ravoo Soobaroy moodelly Bahoocootomba Charloo austhagherry Sawmy and Cootatah Verdapah Chitty from the month of april One Thousand Seven hundred and ninety four for the purpose of receiving and selling a Cargo of Rice and Paddy from on board certain Vessels lying in the Roads of Madras and that he did on

continue

continue in the said service about Twenty Months That the before mentioned Marravadah Bannapah and Tallah Tomnah did on behalf of the before mentioned Munthaw Narrasima & Somayanjalo attend to see the said Grain unshipped and & Landed That the said Grain when Landed was placed under the care of the Deponent and one Parasaramah moodelly & on account of Parungalatoor Palla kistna pillay the Testator of your Petitioner annunda kistna Pillay your Petitioner & annunda Royer Chulla Mencatachelliah Jayaram Doss Ravoo Soobaroy Moodelly Bahoocortombah Chatloo & austagherry Saumy and Cutta Merdapah Chitty That the exact Quantity of the said Grain was one hundred and Sixty Garce of paddy and Sixty Garce of Rice and to the Tenth Interrogatory the said witness did depose that no person or persons either on their own account or on behalf or account of the Complainant or of any other person or persons whatever did ever mention or pretend to have any kind of claim or title to the said Paddy at the time the said Paddy was & imported or received by the Deponent or at any other period subsequent thereto to the knowledge of the Deponent and to the

the Eleventh Interrogatory the said witness did depose that one & Marravadah Bannapah did about three or four Months after the Importation of the said Grain as aforesaid go to Parungalatoor of Palla kistna pillay the Testator your Petitioner annunda kistna pillay your Petitioner annunda Royer Chulla Mencatachelliah Jayaram Doss Ravoo Soobaroy Moodelly Bahoocortombah Chatloo austagherry Saumy and Cutta & Verdapah Chitty Creditors of the said Munthaw Narrasima Somayanjalo with a proposal in writing from the said Munthaw Narrasima Somayanjalo in order to obtain a certain forberance of their demands against him & a License to pursue his business without molestation for the Term of five years and that the said Parungalatoor & Palla kistna pillay the Testator of your Petitioner annunda kistna pillay your Petitioner annunda Royer Chullah & Mencatachelliah Jayaram Doss Ravoo Soobaroy Moodelly & Bahoocortombah Chatloo austagherry Saumy and Cutta & Verdapah Chitty did object thereto because the Security for their demand was not adequate But if he would give proper Security they would grant him a Letter of License for three years & That the said Marravadah Bannapah did about two months afterwards

afterwards go a second time with the offer of another proposal for
license to be granted unto the said Munthaw Narrasima &
Somayanjalo for the said Term of five years but that such &
proposal was also not accepted - And to the Last Interrogatory
the said witness did depose that in the Assignment made by &
Marravadah Bannapah as above set forth mention was made
of a Vessel laden with Grain at Calingapatnam which Vessel
being a bad Sailer was not able to come further saith than &
Durazapatnam where it arrived about three months after the
delivery of the said Assignment when the said Marravadah &
Bannapah advised the Creditors of the said Munthaw
Narrasima Somayanjalo to freight a Vessel to Durazapatnam
in order to bring the said Grain to Madras which they did
accordingly where the same was sold and the proceeds placed
to the Credit of the said Munthaw Narrasima Somayanjalo
And your Petitioners humbly Shew unto this Hon^ble
Court that Arcotapah Comicopoly a witness Examined on
the part and behalf of your Petitioners to the Ninth
Interrogatory did depose that he was not employed in
the Service of your Petitioners or others above mentioned

or either of them in the Capacity of a Comicopoly in the year
of Christ One Thousand Seven hundred and Ninety four
or at any other time or in any other capacity whatever
But that he purchased from your Petitioners and others
aforesaid one hundred and Sixty Garce of Paddy and &
Sixty Garce of Rice in the year One thousand Seven &
hundred and Ninety five - And to the Tenth Interro:
-gatory the said witness did depose that no person or persons
either upon his or their own account or on behalf and
account of the Complainant or any other Person or Persons
did pretend to have any Claim or Title to the said Paddy
at the time the said Paddy was received by the Deponent -
And your Petitioners Shew unto this Honourable Court
That thereupon Publication did pass in the said Cause
and the same was set down to be heard - and the
same having accordingly come on to be heard before the
said Mayors Court on the ninth day of August and
present year of our Lord One Thousand Seven hundred
and Ninety Six The said Mayors Court was pleased
to order and Decree and did accordingly order and

Decree

said action For your Petitioners are advised that in all cases &c
whatsoever the best Evidence that the thing is capable of is required
of the Party to be benefitted by the Demonstration thereof — And
that in respect to the said pretended Bond and Bill of Sale
the alleged subscribing witnesses to the same should and ought
to have been examined in due and legal proof thereof and were
the only witnesses & Evidence that the Law could have admitted
under the circumstances of the case to prove the said Deeds or
Instruments — and your Petitioners humbly Shew that &c
neither of the said subscribing witnesses to the said Deeds
or Instruments were examined in the course of the said
cause to support and establish the same nor was anything
shewn to induce even a presumption much less to prove that
the Testimony of the said subscribing witness could not be
procured or had — and therefore your Petitioners humbly
contend notwithstanding certain Evidence was produced
to the said Mayors Court to shew that the said Bond
and Bill of sale were Executed and delivered the same
being in its nature but secondary and inadmissible &c
Evidence That he the said Complainant in as much as he did
not

not bring before the said Mayors Court such Testimony as
the Law demands for the Maintenance of his action &c
(Namely the Evidence of the subscribing or attesting witnesses
of the Documents or papers in question) did not make
out a case to the said Mayors Court to entitle him to
any Relief in the Premisses or establish any hands Grounds
on which a Decree could Lawfully be made in his favor
And wherefore and in as much as the said Decree is not
warranted by any legal Evidence the same as your Petitio-
-ners are advised is erroneous and should and ought
to be reversed —

Secondly — Because the Property or the amount thereof sought
to be recovered by the said Complainant in his said action
was not alleged or shewn at any time to have been in
possession of the said Complainant which it should have
been in order to have warranted the said Complainant in
holding and maintaining Suit for the same as against
your Petitioners —

Thirdly — Because the said Seventy Yarce of Paddy described
in the pretended Mortgage Bond as being in Store or

Godowns

said action For your Petitioners are advised that in all cases of whatsoever the best Evidence that the thing is capable of is required of the Party to be benefitted by the Demonstration thereof And that in respect to the said pretended Bond and Bill of Sale the alleged subscribing witnesses to the same should and ought to have been examined in due and legal proof thereof and were the only witnesses & Evidence that the Law could have admitted under the circumstances of the case to prove the said Deeds or Instruments - and your Petitioners humbly Shew that of neither of the said subscribing witnesses to the said Deeds or Instruments were examined in the course of the said cause to support and establish the same nor was anything shewn to induce even a presumption much less to prove that the Testimony of the said subscribing witnesses could not be procured or had - and therefore your Petitioners humbly contend notwithstanding certain Evidence was produced to the said Mayors Court to shew that the said Bond and Bill of sale were Executed and delivered the same being in its nature but secondary and inadmissible & Evidence That he the said Complainant in as much as he did not

(10)

not bring before the said Mayors Court, such Testimony as the Law demands for the Maintenance of his action & (Namely the Evidence of the subscribing or attesting witnesses of the Documents or papers in question) did not make out a case to the said Mayors Court to entitle him to any Relief in the Premisses or establish any hands Grounds on which a Decree could Lawfully be made in his favor And wherefore and in as much as the said Decree is not warranted by any legal Evidence the same as your Petitioners are advised is erroneous and should and ought to be reversed -

Secondly - Because the Property or the amount thereof sought to be recovered by the said Complainant in his said action was not alleged or shewn at any time to have been in possession of the said Complainant which it should have been in order to have warranted the said Complainant in holding and maintaining Suit for the same as against your Petitioners -

Thirdly - Because the said Seventy Garce of Paddy described in the pretended Mortgage Bond as being in Two or

Gotowns

Decree That your Petitioner should pay unto the Complainant the full and just Sum of five thousand Six hundred and one thirty one Pagodas twenty fanams and twenty Cash Together with all such Interest as there was or should thereafter become due thereon from the Twenty fifth day of February in the year of our Lord One thousand Seven hundred and ninety five at the Rate of Twelve perCent per Annum until full payment was made Together with double Costs of Suit as by a Copy of the said order and Decree hereunto annexed for the inspection of This Honble Court to which your Petitioners beg leave to refer and pray that the same may be taken as part of this their Petition and appeal may more fully and at large appear — By which said Order and Decree of the said Mayors Court your Petitioners conceive themselves much aggrieved and do therefore appeal therefrom to This Honourable Court for the following amongst other Reasons —

First — Because the action of the said Complainant having been brought against your Petitioners - for the Restitution of certain property alleged by him to have

Seen

been in the possession of your Petitioners - or for the recovery of the value of such property it was incumbent on the Complainant in order to have maintained his action to have made out not only a better Title than That which your Petitioners could Shew to the property in Question but to have manifested to the said Mayors Court a clear indisputable and incontrovertible Right therein - and your Petitioners Humbly Shew to This Honourable Court That the said Complainant did not only fail to exhibit to the said Mayors Court a Title preferable to your Petitioners but did also fail to adduce proof which the Law could recognise of any Right or Title whatsoever in the Premises and Matters in dispute - For your Petitioners humbly Shew That the said Complainant having rested the merits of his case on a pretended Mortgage Bond and Bill of Sale by Colom of which he claimed and set up a Right to the Matters in difference it was in the nature of the thing demandable of him to prove the due Execution of the Deeds or Instruments from which he pretended to derive his alleged Title in the said

Godowns situate at Madras and which together with the said Godowns, were further discribed to be mortgaged to the said Complainants said Testator by the said Munthaw Narrasima Sunayanjaloo and Latchemy Narsiah were not even in ex existence at Madras at the time when the said alleged ex Mortgage is said to have taken place. And therefore could not have been subject or liable as pretended to the Mortgage claim set up by the said Complainant But the same must appear, your Petitioners humbly presume as a ex mere fiction to injure and defeat your Petitioners in the Premises and the said Complainant ought not to have drawn any advantage therefrom which it is clear he hath done under the Decree of the said Mayors Court—

Fourthly— Because it did not any where appear before the said Mayors Court that the said two Godowns possessed and sold by your Petitioners were the same Godowns pretended to have been Mortgaged unto the Complainants said ex Testator in and by the said pretended Bond and to have been sold to him by the said Munthaw Narrasima ex Sunayanjaloo and Latchemy Narsiah and in as much as

as the said Mayors Court had no proof of the Identity of the Premises in Question Your Petitioners are advised That the said Decree of the said Mayors Court which awards the amount or value of the said Two Godowns under such a supposition is erroneous and ought to be reversed—

Fifthly— Because the said Mayors Court which acted ex officio in the capacity of a Jury as well as Judges in the said action hath awarded to the said Complainant a certain Quantum of Damage on the ex arbitrary statement of the said Complainants Testator the said ex Mayors Court having Decreed to the said Complainant as Executor of the said Charles Fraser the Complainants said Testator the Sum sued for together with an Interest thereon without having had any proof or Evidence before them to ascertain the real value of the said Godowns and the said Seventy Garee of Rice so pretended by the said Complainants Testator to have been mortgaged to him and for the alleged deprivation of which he had instituted his said Suit— and therefore the said Decree of the said Mayors Court so far as refers to the said Sum decreed is as your Petitioners are advised further erroneous and ought to be reversed—

Sixthly— Because your Petitioners Right in the Premises in Question was clearly made out— in as much as it was shewn in Evidence

on

on behalf of your petitioners that the said Munthaw Narrasima Somayanjaloo stood indebted unto your Petitioners in a considerable Sum of Money and for the Recovery whereof your Petitioners had severally filed their Bills of Complaint - and in consideration that your Petitioners would forego their procedings in the same that the Agent of the said Munthaw Narrasima Somayanjaloo and in that capacity Had assigned over amongst other things the property in Dispute unto your Petitioners for and on account of themselves and others - And that your Petitioners had continued to enjoy and hold the said Property for Several Months together unmolested and uninspected by the said complainants Testator or any other person or persons on his behalf - and seeing that these circumstances were in proof before the said Mayors Court your Petitioners humbly contend that the said Mayors Court should have decreed and were bounden to Decree in favour of your Petitioners -

Lastly - Because your Petitioners Defence having been so clear and plain and having been supported in a legal and fair way the said Mayors Court in Decreeing that your Petitioner should pay double Costs of Suit Hath your Petitioners humbly conceive aggrieved and oppressed your Petitioners -

For all which Reasons and such others as may be offered at the Hearing your Petitioners humbly pray That this Honble Court will be pleased to reverse the said Decree of the said Mayors Court and grant unto your Petitioners such further and other Relief in the premisses as to this Honble Court shall seem meet -

[Signed] Emanuel Samuel
Solicitor for Appellant

Mayors

Mayors Court at Madraspatnam

Thursday the 9th day of August Anno Domini 1796

Present

James Daly Esqr Mayor

James Ball Andrew Ross &

Alexander Cockburn Aldermen

(LL)

Between Thomas Augustus Frazer one of the Executors Named in the last will and Testiment of Charles Frazer late a Colonel in the Service of the united Company of Merchants of England treading to the East Indies under their presidency of Fort St. George Deceased Complainant and Anunda Kistna Pillay and Annunda Royer of Madras Merchants Defendants

This Cause coming on to be heard and Depated this day in the Presence of the Attornies on both sides on reading the Complainants Bill The Bill of Reuiver The Defendants Amended answer with Copies of two Exhibits N.1. & N.2. annexed the Replication The Rejoinder The Interrogatories, and the Deposition on the part of the Complainant with Exhibits marked A B C D & E annexed the Interrogatories, and Depositions on the part of the Defendants with the Exhibits N.1. & 3 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 Defts do pay unto the Complainants the full and just Sum of Five thousand Six hundred and Thirty one Pagodas Twenty fanams & Twenty Cash/ Pags. 5631. 20. 20/ together with all such Interest from the Twenty fifth day of February in the year One thousand Seven hundred and ninety five at the rate of twelve per cent p annum untill the full Payment is made and It is further ordered and Decreed that the Defendants be taxed with Double Costs of Suit

A true Copy
/Signed/ Wm Hunt
/Signed/ George Taylor Regr
/Signed/ Emanuel Samuel
Sol for Appt

Mayors Court

To the Right Honourable Lord Hobart

President in Council

Fort Saint George

In the Honble the Court of Appeals at Madraspatnam

Between Thomas Augustus Fraser Executor of the Estate and Effects of Charles Fraser late a Colonel in the Service of the United Company of Merchants of England Trading to the East Indies under their Presidency of Fort Saint George but since deceased/ Complainant and Anunda Kistna Pillay and Anunda Royen of Madraspatnam Inhabitants Defendants

The Answer of the above named Thomas Augustus Fraser Complainant to the Petition and Appeal of the above named Defendants

This Respondent Answering doth admit that the above named Charles Fraser did on the Twenty fifth day of February in the year of our Lord One thousand Seven hundred and ninety five Exhibit and file his Bill of Complaint in the Honble the Mayors Court of Madraspatnam against the Petitioners and did therein and thereby state that same time on or about the first

Filed in my Office the 1st Novemr 1796
J. Webbe Sr

first day of January which was in the year of Our Lord One Thousand Seven hundred and Ninety four he the Complainant did Lend unto certain persons residing at Narsapore within the Jurisdiction of the said Mayors Court by name Muntha Narasima Samayanjoolo and Letchemy Narasiah a Sum of Four Thousand and five hundred Madras Pagodas and for Securing the repayment of the same together with Interest at the rate of Twelve per Cent per Annum on the first day of June thereafter next following he the Complainant did require that the said Munthaw Narasima Samayanjoloo and Letchemy Narasiah should Execute a Mortgage to the Complainant of Two Bankshalls or Godowns Situate at Madras and a Quantity of Grain called Paddy to wit Rice estimated at Seventy Garce being in Madras and the Complainant did further state that the said Muntha Narasima Samayanjoloo and Letchemy Narasiah in Compliance with the Complainants said requisition did Execute unto the Complainant their mortgage Bond in words and Effect following as by the Original of the same in the Complainants possession and ready to be produced and proved when required by the said Mayors Court the Complainant did say would more fully and at large appear - "Know all Men by these Presents that "We Muntha Narasima Samayanjoolo and Letchemy Narasiah do "Mortgage two Godowns and also Seventy Madras Garce of Paddy in madras

"Madras belonging to us to Colonel Fraser for a Sum of Money "borrowed from him amounting to Four Thousand five hundred "Madras Pagodas running at Interest at Twelve per Cent which "we promise to pay the first June next from this day at Narsapore "January One Thousand Seven hundred and ninety four Now the "condition of this Obligation is that if the above bound Munthaw "Narasima Samayanjoolo and Letchemy Narasiah do not pay the Sum "of Four Thousand five hundred M. Pagodas with such Interest "thereon when it may become due according to our promise we empower "Colonel Charles Fraser to sue us at Law by his Attorney and seize the "above said Two Godowns with the Seventy Madras Garce of Paddy "we Mortgaged to him and Sell it at the Public Outcry and "receive his money we hereby Sign and Seal this Mortgage Dated the "first day of January One Thousand Seven hundred and Ninety four "in the presence of the undermentioned Witnesses" And the Complainant did further state the said Mortgage was signed in the Gintoo Character by Narasima Samayanjoolo and Letchemy Narsiah and Witnessed by Sumpira Ramiah and Bumboodepoody Soobarayadoo and Sealed with the respective Seals of the said Parties so said to have Executed the same And the Complainant did further state that the said mortgage not having been discharged and paid unto

unto him the Complainant agreeable to the Tenor as aforesaid set forth in the same and the Complainant insisting on his said Debtors to discharge their said debt they the said Muntha Narasima Somayanjoolo and Letchemy Narsiah did propose as the Complainant did state to sell unto him the said Complainant the said Godowns or Banksals as aforesaid in Mortgage unto the Complainant for a Sum of Three thousand Pagodas part of the said principal debt of Four thousand five hundred Pagodas to which said Proposal the Complainant did state that he had assented and that the said Muntha Narasima Somayanjoolo and Letchemy Narasiah did accordingly sell unto the Complainant the said Godowns by a deed of writing or sale on the Gintoo Character bearing date the Eight day of September in the aforesaid year of our Lord One thousand Seven hundred and ninety four and of the Translation whereof the said Complainant did set forth a Copy as follows to wit "Translation of a "Bill of Sale of Banksals dated Bandrapada Sudda Saturdasy Sunday "of Annunda year on Eighth September One thousand Seven hundred and ninety four — We Muntha Narasima Somayanjoolo and Letchemy Narsiah "do give their Bill of Sale of Banksals to Rajasabry Blanel Charles Fraser "Whereas we have sold to you our two Banksals at Madras together "with the Grounds of Doddy for 3000 Three thousand Pagodas and "received the money at the very time of the sale thereof Thus we have voluntarily

"Voluntarily given this Bill of Sale and Signed Letchemy "Narsoo by the consent of Narasima Somayanjoolo and "Witnessed by Gopaula Charrooloo and Govinda Apiah" And the Complainant did further state that subsequent to such Bill of Sale of the said two Banksals or Godowns unto him the Complainant by the said Muntha Narasima Somayanjoolo and Letchemy Narsiah for Three thousand Pagodas stated to have been in part discharge of their said principal debt unto the Complainant of Four thousand five hundred Pagodas secured by Mortgage on the same as also on Seventy Garce of Paddy that the Complainant was advised by his said debtors that there was contained in the said Banksals the said Seventy Garce of Paddy to discharge the balance of the said debt And the Complainant did further state that he did accordingly direct his Agent in Madras (he the Complainant then residing at Ellore) to sell the same when to his the said Complainants great surprise he was informed that certain persons pretending to be mortgagees or otherwise Creditors of the said Muntha Narasima Somayanjoolo and Letchemy Narsiah had seized on the said two Banksals or Godowns together with the Paddy in the same contained and that they had fixed Locks on the said Godowns and that they did give out that they were about to

to sell and dispose of the same on Their own Account by publick Outcry and That They did refuse to permit the Complainants said Agent to possess the same pretending That They knew not of any claim or Title in the Complainant to support such the Complainants pretension to the possession of the same respectively - And the Complainant did further state that he the Complainant did thereupon cause a Protest or Notice to be served on several persons described to be those disturbing the Complainants Rights and which said Protest or Notice the said Complainant did say was in the words following - "By this Publick "Instrument of Protest Be it known to Balakrotna Pillay Bella Vanada "Chellah Covoore Soobelier Annunda Row Cutta Vundeah "Chitty Jayaram Defs. Banthoo coolumba Charles and Anatagary "Sawmy and every of them or in the event of death or absence of "either of them unto each and every of their Attornies Heirs or representatives respectively as also unto all and every other Person and "Persons interested or any how concerned in the premises hereinafter "after mentioned and setforth That on this day being the third day "of January in the year of our Lord One Thousand Seven Hundred and ninety "five Before Me John Wilkinson Publick Notary by royal Authority "duly constituted appointed and Sworn residing and practising at Fort "Saint George on the Coast of Coromandil in the East Indies personally came

"came and appeared Goontoor Vencata Rozaloo of Madras Dubash "as being the Constituted Attorney of Charles Fraser of Colonel in the "Service of the United Company of Merchants of England trading to the "East Indies under their presidency of Fort Saint George and commanding "the Garrison and Forces of the said Company at Ellore under the said "Presidency as the said Appearer declared would appear by a certain "Deed Poll or Letter of Attorney from the said Colonel Charles Fraser "and by him the said Charles Fraser duly Executed under his hand "and with his Seal the same being thereunto respectively set and "subscribed bearing date the Seventh Day of December in the aforesaid "year One thousand Seven hundred and Ninety four and which deed "Poll or Letter of Attorney the same being then and there produced and "shewn to me the said Notary by the said Appearer and by him "the said Appearer declared to be a true and genuine Letter or Power "of Attorney from the said Colonel Charles Fraser and derolution of "him the said Charles Frasers authority and power in the premises "by the same referred was in the words and figures following "That is to say - "Know all men by these Presents that I Charles "Fraser in the Honble Companys Service have made ordained "nominated Authorised constituted and appointed and by these "Presents Do make Constitute Ordain nominate Authorise and

appointed

Somayanjooloo and Letchemy Narasiah do Mortgage Two Godowns and also Seventy Madras Garce of Paddy in Madras belonging to us to Colonel Charles Fraser for a Sum of Money borrowed from him Amounting to Four Thousand five hundred Madras Pagodas running at Interest at Twelve per Cent which we promise to pay the 1st June next from this day at Narsapore January 1794. Now the Condition of this obligation is that if the above bound Munthaw Narasima Somayanjooloo and Letchemy Narsiah do not pay the Sum of Four Thousand five hundred Madras Pagodas with such Interest thereon when it may become due according to our promise We empower Colonel Charles Fraser to sue us at Law by his Attorney and seize the above said two Godowns with the Seventy Madras Garce of Paddy we mortgaged to him and sell it at the Public Outcry and receive his money We hereby Sign and Seal this Mortgage Paper the first day of January 1794 in the presence of the undermentioned witnesses (Signed in the Gintoo Character) Narasima Somayanjooloo (L.S.) and Letchemy Narasiah (L.S.) and Witnessed by Sompara Ramiah and Bumboodyfoody Subarayadoo And the said Appearers declared before me the said Notary that Balukistna Pillay Sulla Venkatachelliah Coovoorie Soobarayah Moodeliar Annunda Rao Cutta Verdapah Chitty Gyram dofs Bahoocootamba Charles and Kuttagany Savimy hereinbefore named some or all of them or their or some of their attorneys

123

Attornies or representatives had or pretended to have some right or claim in and to the said Two Banksals and Seventy Garce of Paddy by the Deeds of Mortgage hereinbefore set forth in pledge to this the said Appearers constituent the said Colonel Fraser and that they the said Parties or some of them were by themselves their Attornies Representatives or Agents taking steps to convert and seize and had actually converted and seized to their own use and purpose the said several Banksals and the said Seventy Garce of Paddy in the same contained and had got Locks on the said Banksals and did give out that it was intended to sell and dispose of the said Two Banksals and the Paddy in the same contained to satisfy to them or some of them some pretended debt claim or demand insisted on unknown to the Appearer but in opposition to the rights of his the appearers said Constituent the said Charles Fraser which said Charles Fraser the said Appearer did declare was not only entitled to hold from the reasons aforesaid to his own use the said Banksals and Seventy Garce of Paddy but was also further entitled in full right to have and enjoy the said Two Banksals by virtue of a Bill of Sale to him executed for the said Banksals by the owners of the same the aforesaid Mortgagors the said Munthaw Narasima Somayanjooloo and Letchemy Narasiah and which Deed of Sale

as

"appointed Goantoor Vencata Royalee of Madras to be my true entire and
"lawful Attorney for me and in my name and to and for my profit use and
"behalf to demand levy sue for recover and receive by all lawful ways
"means whatsoever of and from all and every person and Persons whatsoever
"whom it doth shall or may concern all and every such Sum and Sums
"Money Debts dues Goods Effects and things whatsoever which now are or
"shall be and grow due owing payable or belonging to me the said Charles
"Fraser upon or by virtue of any Bill Bond Book or upon account of
"Trading or dealing or upon any account ways or means in any otherwise
"howsoever and if need be to call to account and bring to a reckoning
"all or any Person or Persons concerned in the premises and upon
"Receipt and recovery of all or any such Sum or Sums of money debts
"dues Goods Effects or other things or any part thereof sufficient acquittance
"and discharges for me and in my name from time to time to make
"and give Giving and by these presents Granting unto my said Attorney
"full power and authority in and touching the premises to sue prosecute
"arrest attach seize sequester implead imprison condemn and procure
"and thence and thereof again to acquit discharge and out of prison
"release also for me to appear and my person to represent in all manner
"Court or Courts or other places as Demandant or Defendant in any
"action or appeals for or by reason of the premises likewise one or more
Attorney

Attorneys under him to set substitute and appoint and again at
"pleasure to revoke and generally to do act and perform all other
"matters and things in and towards the premises requisite and necessary
"as fully as myself might or could do were I personally present and
"I do hereby ratify and confirm all and singular whatsoever my
"said Attorney or his substitute shall legally do or procure to be
"done in and touching the premises In Witness whereof I have
"hereunto set my hand and seal in Ellore aforesaid this 7th day
"of December in the year 1794 (Signed) C. Fraser (L. S.) Signed
"Sealed and Delivered where no stamped paper is to be had in
"the presence of (Signed in the Malabar Character) Soobarayen
"and Padanah" And the said appearer then declared to me
"the said Notary that being so as aforesaid the Constituted
"Attorney and manager for the said Colonel Charles Fraser
"that he was directed to prosecute the recovery of a certain Sum of
"Money due to the said Colonel Charles Fraser by Bond Executed
"unto him by Munthe Narasima Somayanjoolo and Letchemy Narsiah
"agreeable to the Tenor and Condition in the said Bond expressed
"and which Bond produced to me the said Notary by the said
"appearer is in the words and figures following to wit "Know
"all men by these Presents that we Munthoo Narasima
Somayanjoolo

Somayanjooloo and Letchemy Narasiah do Mortgage Two Godowns and also Seventy Madras Garce of Paddy in Madras belonging to us to Colonel Charles Fraser for a Sum of Money borrowed from him Amounting to Four Thousand five hundred Madras Pagodas running at Interest at Twelve per Cent which we promise to pay the 1st June next from this day at Narsapore January 1794. Now the Condition of this obligation is that if the above bound Munthaw Narasima Somayanjooloo and Letchemy Narsiah do not pay the Sum of Four Thousand five hundred Madras Pagodas with the such Interest thereon when it may become due according to our promise We empower Colonel Charles Fraser to sue us at Law by his Attorny and seize the above said two Godowns with the Seventy Madras Garce of Paddy we mortgaged to him and sell it at the Public Outcry and receive his Money We hereby Signed Seal this Mortgage Paper the first day of January 1794 in the presence of the undermentioned witnesses (Signed in the Gintoo Character) Narasima Somayanjooloo (L.S.) and Letchemy Narasiah (L.S.) and Witnessed by Sompara Ramiah and Rumboodypoody Sobarayadoo And the said Appearers declared before me the said Notary that Ballakistna Pillay Sulla Venkatachellah Cooroova Soobarayah Moodeliar Annunda Row Cutty Verdapah Chitty Gyrava dos Baboocootamba Charles and Muttagary Lawmy hereinbefore named some or all of them or their some of the attorn

123

Attornies or representatives had or pretended to have some right or claim in and to the said Two Banksals and Seventy Garce of Paddy by the Deed of Mortgage hereinbefore set forth in pledge to J.C. This the said Appearers constituent the said Colonel Fraser and that they the said Parties or some of them were by themselves their attornies Representatives or Agents taking steps to convert and seize and had actually converted and seized to their own use and purpose the said several Banksals and the said Seventy Garce of Paddy in the same contained and had got Locks on the said Banksals and did give out that it was intended to sell and dispose of the said Two Banksals and the Paddy in the same contained to satisfy to them or some of them some pretended debt claim or demand insisted on unknown to the Appearer but in opposition to the rights of his the appearers said Constituent the said Charles Fraser which said Charles Fraser the said Appearer did declare was not only entitled to hold from the reasons aforesaid to his own use the said Banksals and Seventy Garce of Paddy but was also further entitled in full right to have and enjoy the said Two Banksals by virtue of a Bill of Sale to him executed for the said Banksals by the owners of the same the aforesaid Mortgagors the said Munthaw Narasima Somayanjooloo and Letchemy Narasiah and which Deed of Sale as

"as also an English Translate of the same from the Gentoo Language the said
"appearer produced to me the said Notary the said Translation being in
"the words and figures following to wit. "Translation of a Bill of Sale of
"Banksals dated Baudrapauda Sudda Chatardasy Monday of Annunda year
"eighth September 1794 We Munthaw Narasima Samayanjoolo and Letchmy
"Narasiah do give this Bill of Sale of Banksalls to Rajastoy Colonel
"Charles Fraser - Whereas we have sold to you our two Banksals at Madras
"together with the Grounds of Doddy for 3000 Three Thousand Star Pagodas
"and received the money at the very time of the sale thereof - Thus we have volun-
"tarily given this Bill of Sale - Witnesses Gunta Goapaula Charroolo (Signed)
"Goapaula Charroolu Govinda Appiah by their knowledge drawn by Ammauda
"Jogiah (Signed) Latchoomy Narsoo by the consent of Narasima Samayanjoolo
"a true Translation as near as can be from the Gentoo language (Signed)
"Ranganadum Interpreter" And the said appearer then to me the said
Notary for and on behalf of the Interests and rights of his said Constituent
Charles Fraser declared to Protest and required of me the said Notary
"an act of Protest and Notice to the said Balla Kistna Pillay Sulla
"Vencatachelliah Covoor Soobarayah Moodeliar Annunda Row Cutta
"Verdapah Chitty Gyaram Dofs Bahoocootomba Charloo and Austaghery
"Sawmy their Representatives and Agents and all others concerned. To the end
"that they and each of them might and should know and be advised of the
said

"said Charles Frasers rights and Claims aforesaid upon and unto the said
"Two Banksalls and the said Seventy Garce of Paddy in the same respectively
"contained and that they and each of them the said Parties or their Representatives
"as aforesaid and all others pretending Interest in the premises may be liable
"in time and place convenient to make restitution and reparation to the
"appearers said constituent the said Charles Fraser or his Representatives
"thereunto authorised for all wrong damages and injury sustained or to be
"hereafter sustained by the interference of the said Ballakistna Pillay
"Sulla Vencatachelliah Coovoor Soobarayo Moodeliar Annunda Row
"Cutta Verdapah Chitty Gyaram Dofs Bahoocootomba Charloo and
"Austaghery Sawmy or their representatives as aforesaid from the detention
"of the said Charles Frasers Right as aforesaid declared on with which
"request of the said appearer on the behalf aforesaid of his said Constituent
"the said Charles Fraser I the said Notary do think expedient and of
"just right to comply and do by these Presents give notice and do warn
"the said Ballakistna Pillay Sulla Vencatachelliah Coovoor Soobaroy
"Moodeliar Annunda Row Cutta Verdapah Chitty Gyaram Dofs Baho-
"cootomba Charloo and Austaghery Sawmy and their Representatives as
"aforesaid and all others interested or pretending Interest in the premises
"To the End that right and Justice may prevail and that the said
"Charles Fraser may in this Notice Legally hold accountable to him
and

"and amenable to Justice the said Parties and their Representatives aforesaid for
"all wrong hereto done or hereafter to be done by the said parties or their
"representatives as well as all others in and touching the premises aforesaid
"and hereby notified In testimony whereof I the said Notary at the
"Instance and request aforesaid and to the intent and meaning in this
"act of Protest and notice declared have hereunto subscribed my name and set
"my Seal of office in the presence of my Clerk Charles Carty the day month
"and year herein first before written /Signed/ John Wilkinson Publick
"Notary and Witnessed Charles Carty" And the said Complainant did further
state that such Protest was served on the Parties or their Representatives in
the same mintioned and that the knowledge of the same came to and was
fully understood by them and by the Petitioner Annunda Pillay brother and
acting Representative of Balla Kistna Pillay in the said Protest named but who
had departed this life as the Complainant was advised and did belive and
also by the Petitioner Annunda Royer therein named - And the said
Complainant did further state and charge that notwithstanding the
said Protest and the notice therein conveyed that the Petitioners having
confederated with others did afterwards that was to say after the said Notice
of the Complainants said Protest and claim on the said Bankalls and
Paddy in the same contained To wit on the fifth day of January which was
in the year of our Lord One thousand Seven hundred and ninety four

sanction

sanction or direct by a written Order a vendue or outcry Sale of
the same respectively to be made in the words and figures
following "Translation of a writing Jointly given by Annunda
"Kistna Pillay and Aunanda Royer to Messrs Sharp and Beefke
"dated 5th January 1795 Whereas on selling the Two doddies and
"Sixty Garces of Paddy of Munthawar and allowing the Commission at
"1 per Cent per Doddy and 4 per Cent per Paddy we are to receive the
"remainder of Money and the account Sale /Signed/ Soobaroyam
"by the consent of Annanda Kistna Pillay and Annanda Royer"
That under such writing to the said Sharp and Beefke directed they
the said Sharp and Beefke being publick Auctioneers did on or
about the Seventh Day of the said Month of January aforesaid
proceed to the Sale of and did actually sell the said Two Bankalls
the property of the Complainant and did also sell the Paddy or
grain in the same respectively contained into the injury and
wrong of him the Complainant in the premises in as much as the
said Complainant had no other Security or Value from the said
Munthra Narasima Somayayoolo and Letchemy Parsaid for
the Original Loan to them of four thousand five hundred Madras
Pagodas and Interest thereon from the said first day of January
one thousand Seven hundred and Ninety four save the said two

Bankalls

Banksals and the said Seventy Garce of Paddy in the same contained and allotted by the said Munthaw Narasima Somayanjooloo and Latchmy Narsiah to the said Complainant as the fund for payment of his Ballance of Principal and Interest after the the Deduction of three thousand Pagodas as aforesaid the Price at which the said Banksals were by the said Muntha Narasima Somayanjooloo and Letchmy Narsiah sold unto the said Complainant And the Complainant thereupon did Exhibit various Interrogatories in support of his said Charges and did in and by the said Bill pray that the Petitioners might be decreed to deliver unto him the Complainant the said Two Banksals or their Value in Damages together with the Seventy Garce or other quantity of Paddy as aforesaid Mortgaged to the said Complainant and in the said Banksalls contained or its like value in Damages so that the Complainant might not lose the benefit of his said Mortgage for four thousand five hundred Madras Pagodas and Interest at the rate aforesaid thereon then Amounting to the Sum of five thousand Six hundred and thirty one Star Pagodas twenty fanams and twenty Cash Current money of Madras and that the Complainant might be further adjudged and decreed to have of the Petitr such other recompence in Costs or otherwise by way of Damages for their illegal and audacious Contempt of all Justice as aforesaid and as to the said

said Mayors Court should seem meet and this Respondent doth admit that same time after the filing and Exhibiting of the said Bill of Complaint in the said Mayors Court against the Petitioners as aforesaid and previous to the Rules prescribed by the said Mayors Court for your Petitioners to Answer having expired the said Charles Fraser did depart this Life and the said Suit became thereupon abated and that the said Charles Fraser having some time previous to his said Decease duly made and published his last Will and Testament and therein and thereby Nominated and Appointed this Respondent Executor thereof he this Respondent did duly Exhibit and prove the same in the said Mayors Court in his Ecclesiastical Capacity and having obtained Probate thereof did as Executor aforesaid Exhibit and file a Bill of Revivor in the said Suit and the said Suit having accordingly been revived the Petitioners did Exhibit and file their Answer and therein and thereby state that notwithstanding Muntha Narasima Somayanjooloo one of the Obligors in the Bonds in the Complainants said Bill recited and set forth had for several years past carried on an extensive Trade in grain from different parts of the Northward of Madras under the Management of his Brother Ezra Narsiah whom he the said Muntha Narasima Somayanjooloo thus appointed Agent for that purpose and that the said Muntha Narasima Somayanjooloo did

did in the Course of business frequently request the Petitioners through his said Agent to advise and assist his said Agent therein and that the Petitioners did thereby became intimately acquainted with him and the Petitrs did state that on or about the year of Christ One Thousand Seven hundred and ninety two the said Muntha Narasima Somayanjoolo being as the Petitioners alledged they were informed and did verily believe the truth to be desirous to enlarge his said Concerns in Grain and being in want of money to enable him to do so and not being able to raise the same did as they the Petitioners alledged make known such his intentions and wants to the Petitioners and other Persons therein after particularly named and did solicit the aid and Assistance of the Petitioners and the said other persons in the premises towards furnishing him the said Muntha Narasima Somayanjoolo with such loans of money as he might from time to time require in his speculations of Trade as aforesaid and the Petitioners did further say that they and other persons therein after named being well disposed to be friend and assist the said Muntha Narasima Somayanjoolo who did at that time apparently support a good Character and credit in the Settlement did as they the Petitioners pretended readily agree to make and accordingly did make the several advances of Cash which the said Muntha Narasima Somayanjoolo did through his said agent as aforesaid from time to time

time

require and which said advances of Cash so pretended to have been made were as the Petitioners alledged made at the respective Periods and for the Amount following to Wit on the Seventeenth day of December One thousand Seven hundred and ninety two by Cutta Verdapah Chitty the Sum of One thousand Star Pagodas on the thirteenth day of June One thousand Seven hundred ninety three by Ballakistna Pillay the Sum of thirteen thousand and nine hundred Pagodas. On the twelfth day of October and year last mentioned by the aforesaid Cutta Verdapah Chitty the Sum of Two thousand Pagodas on the twenty sixth day of January One thousand Seven hundred and ninety four by the aforesaid Ballakistna Pillay the Sum of three thousand Star Pagodas on the second day of February and year last mentioned the Sum of four thousand Star Pags by Cunanda Royer on the third day of March and year last mentioned the Sum of three thousand Star Pagodas by Chella Vencatachellah on the fourth day of the said Month and year the several sums following by Bahoocoolambah Charloo the Sum of One thousand Star Pagodas Tayaram dos the Sum of five thousand five hundred Star Pagodas by Coovan Soobaray Two thousand Pagodas and by Anatagherry Launy One hundred Pagodas

and

and the Petitioners did say that after making the said advances in Cash unto the said Muntha Narasima Somayanjoolo as aforesaid the the said Munthaw Narasima Somayanjoolo did considerably enlarge his transactions in trade by making several large Consignments of Rice Paddy and Grain to his said Agent at Madras and as the said Muntha Narasima Somayanjoolo did by reason of such extention of his said Trade derive considerable benefit and advantage the Petitioners did not entertain the least doubt fear or suspicion regarding the payment of the money so said to have been advanced as aforesaid untill the beginning of the Month of March and year of Christ One thousand seven hundred and Ninety four when as the Petitioners alledge they learnt that the said Muntha Narasima Somayanjoolo had from some over sight or indiscretion insured a Considerable quantity of Grain which he had consigned to his agent at Madras suffered a heavy Loss by the loss of the Vessels on which it was laden and the Petitioners did state that thereupon entertaining serious Apprehensions for the safety of their money they did apply through the means of the said Agent of the said Muntha Narasima Somayanjoolo for payment of the same and will hope that although the said Muntha Narasima Somayanjoolo might not from his then recent misfortune be enabled fully to

to

to reimburse and pay the Petitioners and other the Creditors aforenamed the several Sum and Sums of Money so pretended to have been advanced by them as aforesaid yet that he would in right and in Justice to the Petitioners and other the said Creditors as aforesaid render and afford them such satisfaction as the nature of his situation and circumstances would admit of But the Petitioners did say that Instead of hearing from the said Munthaw Narasima Somayanjoolo or his said Agent in reply to their said Demand they were soon afterwards informed that the said Agent of the said Muntha Narasima Somayanjoolo had withdrawn himself from the Settlement and that the little of the Property belonging to the said Munthaw Narasima Somayanjoolo that remained in his Stores and Godowns was left in a ruinous state and the Petitioners did further state that thereupon and in Order to secure to themselves that which was within their reach three of the Creditors aforenamed to wit Cottar Verdapah Chitty Baboo Contamchah Charloo and Gayaram Doss did on or about the Nineteenth day of April aforesaid year of Our Lord One thousand Seven hundred and ninety four exhibit and file their several Bills of Complaint in the said Mayors Court against the said

said Munthaw Narasima Somayanjooloo for the Amount of the Respective Sums of Money due unto them as aforesaid and did thereon by their Attorney in Court severally pray warrents of Sequestrations against the goods Chattles and Effects of the said Munthaw Narasima Somayanjooloo as by reference had to the records of the said Mayors Court might appear and the Petitioners did say that the said Muntha Narasima Somayanjooloo having as this the Petitioners had heard been informed thereof did in the most prefsing terms through the means of Maravada Bonapah another persan whom he had Appointed to act as his Agent in the premisses entreat the Petitioners and other the said Creditors to forbear pursuing any coercive measures against him and declared that he was on his part ready and willing to give to them every satisfaction in his power by an assignment of all his Banksalls and Godowns in Madras on the Grain then remaining therein together with all the Consignments of such other Grain as he had provided and directed to be made to Madras and the Petitioners did say that they the Petitioners and other the Creditors aforenamed having agreed to the accommodation so

so pretended to have been proposed by the said Muntha Narasima Somayanjooloo did accept of the said assignment the said Maravada Bonapah did for and on behalf of the said Muntha Narasima Somayanjooloo Execute unto the Petitioners and the said other Creditors as aforesaid a paper writing wherein and whereby after recating a part of the Circumstances aforesaid and the power in him vested by the said Munthaw Narasima Somayanjooloo did assign and set over unto the Petitrs and other the Creditors aforenamed the premisses aforesaid with full and absolute right Title and authority to sell and dispose of the same and appropriate the Monies arising from the sale thereof towards the payment and discharge of the said several Claims as by a Copy of a Translation of the said pretended assignment marked No 1 to the Petitioners said Answer annexed for the Inspection of the said Mayors Court the Petitioners did pretend might appear and the Petitioners did say that after the Execution and delivery of the said assignment in Order the better to Establish and Confirm the same if any such further Confirmation were necessary they the

Petitioners

Petitioners and other the Creditors aforenamed did annex a Copy of the said Assignment in a Letter directed to the said Muntha Narasima Somayanjoolo for his approbation and confirmation and as the said Petitioners did pretend he did accordingly return the same with a Letter regretting the loss he felt at the loss of his Credit and as an additional Security to the Claims of the Petitioners and other the Creditors aforenamed did as the said Petitioners did pretend state a hope he entertained of the payment of a large Sum of money due to him from the Company in Bengal and the settling of every thing on the return of his Agent from that Place by a Copy of Translation of the said Letter Marked No 2 the Petitioners said Answer annexed reference being thereunto had might as the Petitioners alledged appear and the Petitioners did say that upon the receipt of the said Assignment and Letter as aforesaid they the Petitioners and the other Creditors aforenamed who had not sued the said Muntha Narasima Somayanjoolo in the said Adayes Court but who were about to exhibit and file their several Bills against the said Muntha Narasima Somayanjoolo did desist from pursueing Coercive measures and Cutte Verdapah Chitty Bahoocootomba Charloo and Jayaram Dofs three of the Creditors before named who had filed their several Bills of Complaint against the said Muntha Narasima Somayanjoolo as aforesaid did also Cease prosecuting the same and the Petitioners did say that under and by virtue of the said in part recited Assignment the Petitioners on behalf of themselves and by the Special Appointment and direction of other the Creditors aforenamed on their behalf did receive and take into their Charge and Custody of and from the said Maravada Bonapah the said Agent of the said Muntha Narasima Somayanjoolo the said Banksals and Godowns and the Grain therein Contained amounting to about Garce of Dice and no more and the Petitioners did further say that sometime afterwards to wit on or about the Tenth day of June and year of our Lord one thousand Seven hundred and ninety four they having as they alledged been informed that one of the Vessels with Paddy which had in and by the said Assignment of the said Muntha Narasima Somayanjoolo been assigned over unto them the Petitioners and other the Creditors aforenamed had by stress of Weather sprung a

a Leak and been obliged to put back to the port of Dongapat
nam to the Northward and that the genls of the said Muntha
Narasima Somayanjooloo at that port were unable from the
want of money to tranship the Paddy on Board of same other
Vessel to Madras that the Petitioners did at their own Cost
Charge and Expince forward and supply the money requisite
for the transhipping of the said Paddy and the same having
accordingly been rushipped did arive and was accordingly landed
and received by the Petitioners at Madras same time on or about
the Twentieth day of July and said year of Christ One thousand
Seven hundred and ninety four and the Petitioners did further say
that the said Consignment of Paddy which the Petitioners did
aforesaid receive and which was as the Petitioners did speak
the only Consignment amongst the several others that were
assigned over to the Petitioners did amount to about Eighty
Garce and no more and the Petitioners did say that although
the same was inconsiderable and would on sale and disposal
thereof allow but a poor and trefling proportion to the sum
of the debt alledged to be due to them yet in order to turn it to
the greater advantage they did determine to sell and dispose
of it by retail and the Petitioners did further say that during

the said sale of the said Paddy as aforesaid to wit on
or about the day of August in the said year
of Christ one thousand Seven hundred and Ninety
four the Petitioners and other the Creditors aforenamed
were by letter applied to by the said Muntha
Narasima Somayanjoolo to grant him a letter of licence
for the term of five years and the Petitioners and the
Creditors aforenamed not agreeing thereto but to allow him
three years did accordingly signify such their Agreement
to him the said Muntha Narasima Somayanjoolo who
at first as your Petitioners did say they had heard and did
believe the fact to be thankfully agreed but at length by the
persuasions and Intrigues of Certain persons in the service
of this Respondent as the Petitioners pretended they had since
been informed and did verily believe the fact to be did object
thereto as insufficient and insist upon his being allowed the
said term of five years but the same appearing to the
Petitioners unreasonable they did refuse to grant that time
to the said Muntha Narasima Somayanjoolo and the
Petitioners did say that some time afterwards to wit on or
about the Sixteenth Day of December and year of Christ One
thousand

thousand seven hundred and ninety four the Petitioners were for the first time and to their great surprise informed of the Mortgage alledged to have been granted to this Respondents Testator of the said Banksals and of Twenty Garce of Paddy stated to have been in store therein by Mr George Pasley one of this Notary of the Honble the Mayors Court having on that day affixed his Seals on the said Banksals at the Instances and directions as he did say of this Respondents Testator and the Petitioners did further say that thereupon they did make enquiry into the particulars of the said Mortgage termed by the said Petitioners a pretended Mortgage and were informed that the said Banksals and the said Twenty Garce of Paddy which were (in the terms of the said Petition) pretended to be in store therein had been mortgaged unto the Respondents Testator since the Month of January and year of our Lord One thousand Seven hundred and ninety four And the Petitioners did say that as it was a fact of Publick Notority and as the Petitioners said they did hope to prove to the said Mayors Court that neither in the said Month of January and year of Christ aforesaid nor for several Months subsequent there was there in the said Godowns on Banksals any quantity of Paddy other than a few Garces of Rice the Petitioners were therefore fully persuaded and convinced that the whole of this Respondents Testators said Mortgage was fictitious That he had not it nor ever could have had any legal Right title or pretension into the said premises that if the said Mortgage Bond had ever been executed by the said Arunthu Narasima Somayanjoolo the same must have been so Executed in collusion to injure and oppress the Petitioners and other the Creditors aforenamed in the premises and to deprive them of their Just and Equitable title of and in the same and because the Petitioners would not agree to the letter of licence required and the Petitioners did further say that thereupon they did remonstrate with the persons who acted as Agents of this Respondents Testator in his absence at Madras and did intimate to them their firm resolution of complaining against them were they not to take off the Seals they had procured to be affixed as aforesaid and the Petitioner did say that the said Agents of this Respondents Testator being as the Petitioners had heard and did verily believe convinced of the impropriety of the measure did accordingly direct the said Seals to be taken off and the Petitioners were then left in the free and undisturbed possession of the said Banksals and Godowns

and

and of the retailing of the said Paddy as in the said Answer before setforth until the Twenty seconds day of the said month of December and year of Christ One Thousand Seven Hundred and ninety four when the said Agent of this Respondents Testator having as they the Petitioners pretended they had heard and did really believe the fact to be by pecuniary and clandestine means confederated himself with the agent of the said Munthas Narasima Somayanjooloo and induced him to join and co-operate with them in his the said Muntha Narasima Somayanjooloo fraudulent attempts in endeavouring to oust the Petitioners aforenamed of the posession of the property assigned to and possessed by them as aforesaid did procure Mr John Wilkinson a Notary and attorney of the said Mayors Court to affix his Seals and which were accordingly affixed on the said Premises - And the Petitioners did further say that they the Petitioners did thereupon employ an attorney at Law who as the Petitioners did say they had heard and did believe the fact so to be did make the necessary application on account thereof and that thereupon the said Seals were again taken off and the Petitioners again left in possession of the said Banksals and Godowns and the Paddy therein contained - And the Petitioners did further say that

having had reason to apprehend from what they had expressed as above setforth that the said Munthas Narasima Somayanjooloo did design and intend to defraud and injure the Petitioners and other the Creditors in the said Answer aforenamed of their Just due the Petitioners did determine at once to sell and dispose of by public auction such part of the Paddy that had remained unsold in their hands together with the Banksals and Godowns aforesaid and did to that end instruct the auctioneers in this Respondents Testators said Bill named and in manner and form as was therein charged and setforth - And the Petitioners in their said Answer did further admit that a few days previous to the sale and disposal of the premises as aforesaid this Respondent did serve the Protest in the said Bill stated and setforth But as the same did not contain any new or pertinent matter other than the recital of the fictitious mortgage aforesaid the Petitioners did submit to the said Mayors Court that they were not by Law or Equity bound to attend thereto - And this Respondent doth admit that to the Petitioners said Answer this Respondent did Exhibit and file his Replication and did therein and thereby amongst other things state that he

did

did admit that Munthaw Narasima Samayanjooloo and Letchemy Narsiah in this Respondents said Bill of Complaint named might have for several years past carried on Trade in Grain from different parts of the said Northward to Madras under the management of his Brother Ejya Narrain in the Petitioners answer named whom the said Munthaw Narasima Samayanjooloo and Letchemy Narsiah might for that purpose have appointed their Agent but this Respondent did deny that the said Muntha Narasima Samayanjooloo did for such or any other purpose in the course of business frequently request the Petitioners through his said Agent to advise and assist him the said Agent therein or that the Petitioners did thereby or by reason thereof become intimately acquainted with him and this Respondent did further say that he did not admit that the said Munthaw Narasima Samayanjooloo was in or about the year of Christ one thousand Seven hundred and ninety two as the Petitioners pretended to have been informed and to have believed the truth to be desirous to enlarge his said concerns in grain or that being in want of money to have enabled him so to do, or that being unable to raise the same that he did make known such his intentions and wants to the Petitioners or to any other person whomsoever, or that he the said Munthaw Narasima Samayanjooloo did for that purpose solicit the aid and assistance of the Petitioners or of any other person whomsoever to furnish him with such loans of money as he might from time to time as was pretended in and by the Petitioners said answer require in his pretended speculations of trade and this Respondent did further deny that the Petitioners or any other person in the Petitioners said answer named being disposed to be friend and assist the said Muntha Narasima Samayanjooloo altho he might at that time have apparently supported a good character and credit in the World did readily agree to make or that they did accordingly make any advance of Cash to the said Muntha Narasima Samayanjooloo or that the said Muntha Narasima Samayanjooloo did by himself or through his said Agent from time to time require the Petitioners or any other Persons so to do, or that the Petitioners did actually and bonafide make the several advances of Cash set forth in the Petitioners said answer by the special instance or order of the said Muntha Narasima Samayanjooloo. For this Respondent did say that if the said Muntha Narasima Samayanjooloo had been actually necessitated to require such assistance from the

the Petitioners and others the pretended Creditors in the Petitrs said Answer named, That he would of himself in writing have applied to the Petitioners to make such advances and have granted his own proper Bond for the same, and not by his Agent the said Eya Narrain who as this Respondent did say he was informed and did verily believe had not such authority vested in him, to borrow any Sums of money whatever in the name of his Principal the said Munthaw Narasima Somayanjooloo nor had the said Muntha Narasima Somayanjooloo as this Respondent did verily believe any reason to borrow any considerable Sums of money in the Settlement of Madras to assist them in his concerns of Grain at the Northward, where his speculations and concerns entirely depended and not in Madras as the Petitioners pretended wherefore this Respondent did say he had reason to believe that if the Petitioners and the several persons in the Petitioners said Answer named had at all lent or advanced any Sum or Sums of money to the said Eya Narrain the same must have been so borrowed and received for his the said Eya Narrains own sole use and purpose, and not for or on account of them the said Muntha Narasima Somayanjooloo and Letchemy Narsiah - And this Respondent did further deny that the said Munthaw Narasima Somayanjooloo did after the pretended

advances

advances of Cash said to have been so made to him by the Petitioners or other the Persons named in the Petitioners said Answer considerably enlarge his Transactions in trade or otherwise make several large consignments of Rice Paddy and Grain to his said Agent at Madras, but on the contrary this Respondent did say and do he alledged the truth would appear that the several consignments of Rice Paddy and Grain set forth in and by the Petitioners said Answer and said to have been made by the said Munthaw Narasima Somayanjooloo to his said Agent at Madras was so made throughout the Agency of this Respondents Testator the said Charles Fraser for this Respondent did say as he was informed and doubted not but that he would in due time prove to the satisfaction of this said Mayors Court that the said Muntha Narasima Somayanjooloo and Letchemy Narsiah did not make any large Consignments of Rice Paddy and Grain to their Agent at Madras until some time in the year of Christ One Thousand Seven hundred and Ninety three and which time the said Muntha Narasima Somayanjooloo and Letchemy Narsiah in order to extend their consignments

of

of Grain &cetera more than what they had thereto fore been accustomed to do, as grain was at that time scarce at Madras and not having the means to extend their views as aforesaid, and understanding that this Respondents said Testator had at that time a large quantity of Paddy in the possession of one Ramavadanloo a respectable Merchant at Colingapatnam to the amount of Ten Thousand Pagodas and upwards did apply to this Respondents said Testator to grant an order on the said Ramavadanloo to let them have the same on credit for a short time, for which a Mortgage Bond would be granted on the said Paddy payable with Interest on demand and this Respondent did further state that his said Testator after due enquiry being made into the credit and responsibility of the said Munthia Narasima Somayanjooloo and Letchemy Narasiah and approving of the proposal they had made of securing the money by a Mortgage on the said Paddy as aforesaid did grant an order to the said Ramavadanloo to deliver to the said Munthia Narasima Somayanjooloo the Paddy aforesaid for the said Sum of Ten Thousand Pagodas and to obtain a Mortgage Bond from them for the said Sum of Ten Thousand Pagodas all which was done, which grain this Respondent did say was the extensive consignments and enlargement of trade alluded to by

by the Petitioners in their said Answer and this Respondent did further say that the said Munthaw Narasimah Somayanjoolloo and Letchemy Narasiah having as he this Respondent was informed and did believe derived great advantage from the consignment they made of the Paddy and Grain aforesaid in the year One Thousand Seven hundred and ninety three and did thereby become enabled to pay off and discharge their then Bond debt to this Respondents said Testater at the time limitted for that purpose and this Respondent did further state that the said Munthaw Narasima Somayanjoolloo and Letchemy Narasiah afterwards being in want of a loan of Four Thousand five hundred Madras Pagodas to enable them further to prosecute their views as aforesaid did some time on or about the first day of January one thousand Seven hundred and ninety four applye to this Respondents said Testater for the same, who consented to lend them the same on security of a mortgage on the two Banksals at Colingapatnam containing Seventy Pairs of Paddy then at Colingapatnam belonging to them and sent for Madras and this Respondent did further say that his said Testator did so renew his dealings with the said Munthaw Narasima Somayenjoolloo and Letchemy

Letchemy Narsiah from their former punctuality and this Respondent did further in his said Replication state that the said Munthaw Narasima Somayanjoolo and Letchemy Narsiah having shortly thereafter, to wit in march following, a further occasion for a Sum of Ten Thousand Madras Pagodas to answer their pursuits and speculations in Trade in also apply for same to this Respondents said Testator who in like confidence granted an order to the said Munthaw Narasima Somayanjoolo and Letchemy Narsiah on the aforesaid Ramavadanloo near Chicacole who was this Respondents said Testators native agent at that place for the said Sum of Ten Thousand Madras Pagodas and that the said Ramavadanloo not having at the time as it did appear ready money in his hands did offer to supply the said Muntha Narasima Somayanjoolo and Letchemy narsiah with Grain for such amount which offer was by the said Muntha Narasima Somayanjoolo and Letchemy Narsiah agreed to, and the said Ramavadanloo did accordingly on the Eighth day of March in the said year of Christ One thousand Seven hundred and ninety four furnish the said Munthaw Narasima Somayanjoolo and Letchemy Narsiah with Grain for the amount of the said Sum of ten thousand Madras Pagodas

Pagodas, and obtained their Mortgage Bond for the same on the Paddy and grain, so then received of him, and which Grain with other Grain that the said Muntha Narasima Somayanjoolo and Letchemy Narasiah had purchased from and out of the foregoing loan of Four thousand five hundred Madras Pagodas lent to them as aforesaid formed a further part of the large Consignments of Grain pretended to have been made by the said Muntha Narasima Somayanjoolo and Letchemy Narasiah to their agent at Madras through the means of and by the assistance of the Petitioners and other the pretended Creditors as aforesaid the Contrary whereof was the fact and which if needful this Respondent did say he would in due time prove to the satisfaction of the said Mayors Court and this Respondent did further deny what was stated in the Petitioners said Answer (to wit) that the said Munthaw Narasima Somayanjoolo and Letchemy narasiah in this Respondents said Bill named had some time in the begining of the Month of March and year of Christ One thousand Seven hundred and ninety four through some oversight or indiscretion in not insuring a Considerable quantity of Grain which they had consigned to their Agent at Madras suffered a heavy loss by the loss of the Vessel on which it was laden for

this

this Respondent did say as he was informed and did verily
believe the truth so to be that the several Consignments the said
Munthaw Narasima Somayanjoloo and Letchemy Narsiah made of
Paddy and Grain purchased by the assistance of this Respondent
said Testator were all safely landed at Madras without loss and
that though the said Munthaw Narasima Somayanjoloo and
Letchemy Narsiah might have had as was pretended by the Petrs
and sustained any loss in their Consignments as aforesaid yet that
the Petitioners could not Justly and of right entertain apprehensions
therefrom because this Respondent did say he was informed
and did hope that the same would in due time appear to the
Satisfaction of the said Mayor's Court that the Petitioners and other
the pretended Creditors in the Petitioners said Answer contained
did not at any time whatever lay out one advance to the said
Munthaw Narasima Somayanjoloo and Letchemy Narsiah the
several Sums of Money set forth in the Petitioners said Answer
or that they did through the Agent of the said Munthaw
Narasima Somayanjoloo and Letchemy Narsiah apply for any
payment or that the said Munthaw Narasima Somayanjoloo and
Letchemy Narsiah had any knowledge of any debt to them for
this Respondent did say it was but reasonable to Conjecture that

of

the Petitioners and others the pretended Creditors aforesaid had
actually lent and advanced the monies so pretended to have been
advanced by them the same must have been so borrowed by the
said Eya Narrain under some supporting document and
power on the said Eya Narrains part to produce and shew for
their security in trusting him to charge his principal and which
power or evidence thereof it surely is reasonable for them to shew
but which the Petitioners had not done and this Respondent did
therefore say that the money if any lent by them the Petitioners
and the other persons in their said Answer named to the said
Eya Narrain must have been at their own risque and this
responsibility for though it was asserted in and by the said
Answer that they the petitioners did apply through Eya Narrain
the said Munthaw Narasima Somayanjoloo for the payment
of their advances yet it was also admitted that they got no Answer
on the Subject and that shortly afterwards it was discovered that
the agent Eya Narrain had absconded the Settlement and this
Respondent did further say that it might be true that the said
Eya Narrain did borrow several Sums of money from the
Petitioners and others the Persons named in their said Answer under
the pretence that the same was for the said Munthaw Narasima

Somayanjoloo

Somayanjoolos and that he did grant Bonds for the same as agent of the said Munthia Narasima Somayanjoolos but the Respondents did say he had heard and did verily believe, that he never advised his said Principal thereof, but that on being urged for payment he might have informed the Petitioners and others the persons named in their said Answer that he was about to receive from the said Munthaw Narasimah Somayanjoolos Consignments of Paddy and other Grain and that he would on receiving the same and from their produce discharge the Debts contracted but this Respondent did say he would in due time establish that the said Eya Narrain was informed by his said Principals and others this Respondent said Testators Servants that the grain them consigned to Madras was in Mortgage to this Respondents said Testator and that orders were at the same time strictly Given him the said Eya Narrain with all Convenient speed to sell and dispose of the same to Cancel such Debts as aforesaid described to become due to this Respondents said Testator, whereupon, and upon the said Eya Narrains finding himself disappointed in his views and dreading the detection of his deceit to his Creditors he absconded the Settlement unknown to them and at the very time that a part

of the aforesaid Consignments were then Landing and this Respondent did say that the said Eya Narrain having as aforesaid sloped from his Creditors the Petitioners and others named in their said Answer, Combining and Confederating together sought means to seize upon the said Consignments of Grain so landing and to divert the same from their Original and Just purpose the discharge of the Debts due to this Respondent said Testator as aforesaid and did for that purpose apply to Maravada Bonapah one of the Conicoplies of the said Munthaw Narasima Somayanjoolos and Letchmy Narsiah to deliver to them the possession of such the Paddy and grain Landed and then landing and likewise to Mortgage and assign over to them the Banksals in question together with the aforesaid Consignments and other properties of the said Munthia Narasima Somayanjoolos and Litchmy Narsiah to Answer their said pretended claims and demands urging that the same originated in actual loans to the said Munthia Narasima Somayanjoolos and Litchmy Narsia and promising to the said Maravada Bonapah on his Complying with their request a Bribe of Eight Hundred Pagodas as this Respondent did say he was informed but to do which the said Maravada Bonapah did refuse, as this Respondent did say.

he

he was also informed producing at the same time the letter of Instructions written to the said Ezya Narrain directing him to dispose of the said Consignments to satisfy the Mortgage thereon to this Respondents said Testator and moreover informing the said Creditors that the two Bankshalls were actually sold to this Respondents said Testators as would this Respondent did say in due time be established and this Respondent did further state that the Petitioners and others the pretended Creditors aforesaid did never thelf take possession of the Grain and two Bankshalls as aforesaid and dispose of the same in manner as set forth in this Respondents said Bill and this Respondent did further state that he did admit for aught he know to the Contrary that three of the pretended Creditors aforesaid to wit: Cutta Verdapah Chitty Bahoocootamba Charloo and Jayaram dos might with a view of sequestering the said Grain and Bankshalls and to dispose of the same to answer their pretended demands aforesaid have on or about the nineteenth day of April in the said year One thousand seven hundred and ninety four as in the said Answer of the Petitioners now set forth Exhibited and filed this second Bill

157

Bills of Complaint in the said Mayors Court against the said Munthu Narasima Somayanjooloo for the recovery of the respective Sums of Money so pretended as this Respondent did say to be due to them as aforesaid and that Sequestrations might have been prayed against the Goods Chattles and Effects of the said Munthu Narasima Somayanjooloo but this Respondent did deny (as he did verily believe) that the said Munthu Narasima Somayanjooloo did never come to the knowledge of such their proceedings or that he did in consequence thereof in the most prefering terms through the means of his pretended Agent the said Maravada Bonapah entreat the petitioners and others the pretended Creditors aforesaid to forbear pursuing any coercive measures against him or that the said Munthu Narasima Somayanjooloo did at any time declare that he was on his part ready and willing to give them every Satisfaction in his power by an assignment of all his Bankshalls and Godowns in madras and the grain remaining therein together with all the Consignments of such Grain as he had provided and directed to be made to Madras for that the said Munthau Narasimah Somayanjooloo was aware that all and singular the property aforesaid was in mortgage to this Respondents said Testator and

that

That such promise would be nugatory and serve no a
beneficial purpose but the cantrary when this deceit in such
a transaction should become as it soon thereafter would
manifest - And this Respondent did say that notwithstanding
the motives assigned in the Petitioners said Answer wherefore
the said Suitors did withdraw their proceedings in the said
Mayors Court against the said Munthaw Narasima Lomaya-
-anjooloo it was most probably because they were well aware
and conscious that all the property of the said Munthaw
Narasima Lomayanjooloo and Latchimy Narsiah then in
Madras was mortgaged to or the property of this Respondent
said Testator the said Charles Fraser and because they
dreaded the legal delay which they foresaw must be fatal
to their pretensions when a knowledge of their proceedings
should become publick to this Respondents said Testator
a more decisive remedy now becoming necessary to them no
less than seizing into their own hands the Law and the
Execution of it suit their purposes but which act had happily
for this Respondents Testator restored to the said Mayors
Court the rights as aforesaid and flagitiously torn from it
and enabled him this Respondent under its Justice to support
his

his own For this Respondent did submit it would clearly appear
that the motive could not be as by the Answer was pretended
for that Munthaw Narasima Lomayanjooloo had thro his pretended
Gomastah the said Maravada Bonapah agreed to assign over
to them all theirs the said Munthaw Narasima Lomayanjooloo and
Letchimy Narsiahs Banksals and Godowns and the Paddy or
grain in store together with all the consignments of such
other Grain as he had provided and directed to be made on
the Contrary this Respondent said as he had been informed
and did verily believe that the said Maravada Bonapah did
not of his own accord or by consent of the said Munthaw
Narasima Lomayanjooloo offer any assignment of the property
aforesaid to the Petitioners and other the pretended Creditors as
aforesaid, But on the contrary and instead of so doing that the
said Maravada Bonapah did for a long time withstand all
the said pretended Creditors solicitations and offers to sign
any paper they having prepared and presented such to him
for his signature and which paper so at length obtained under
his signature was extorted from him by dread and compulsion
as this Respondent did say he would thereafter as he did treat and
believe established the said Maravada Bonapah then being and

acting

acting under the said Munthaw Narasima Somayanjooloo and Letchemy Narsiah in no other capacity than as a common Conicopoly and without any written or other power to act on the part and behalf of his said Employers to all or any of the intents and purposes specified and setforth in the recital of the said pretended Assignment annexed to the Petitioners said Answer under date as it was pretended Wednesday the Seventeenth day of April no such letter having as this Respondent did trust to establish ever existed under the signatures of the said Munthaw Narasima Somayanjooloo and addressed to the said Maravanda Bonapah the same having as this Respondent had reason to believe a forgery And this Respondent did say that for ought he knew to the contrary it might be true that the Petitioners and other the pretended Creditors as aforesaid did, after they had as aforesaid fraudulently obtained and extorted the said pretended Assignment enclose a Copy thereof in a letter directed to the said Munthaw Narasima Somayanjooloo for his approbation and confirmation and that the said Munthaw Narasima Somayanjooloo did actually return a letter as setforth and annexed to the Petitioners said Answer But this Respondent absolutely did deny the

that the said Munthaw Narasima Somayanjooloo did by such his Letter if he had at all wrote the same confirm or agree to confirm all or any part of the pretended Assignment as aforesaid fraudulently obtained by the Petitioners and the Pretended Creditors aforesaid or that the said Munthaw Narasima Somayanjooloo did in and by his said Letter in any manner whatever acquiesce or encourage the Petitioners and other the pretended Creditors aforesaid in their fraudulent views of taking possession of his property under the said pretended Assignment well knowing that whatever property he then had in Madras was sold and in Mortgage to this Respondents said Testator But on the contrary this Respondent did state and humbly submit to the said Mayors Court that it did appear on Inspection of the said supposed Letter of the said Munthaw Narasima Somayanjooloo annexed to the Petitioners said Answer that the said Munthaw Narasima Somayanjooloo so far from confirming the said Assignment after acknowledging the receipt of the Petitioners and other the pretended Creditors Letters and the Copy of the pretended Assignment aforesaid did only observe "that if my "Letchemy Narsiah should come home speedily I shall

Consider

"consider and settle every thing. he did not come home to this
"time, but wrote me that he would come within ten days
"and therefore I delayed sending an Answer to your letter
"till now being in daily expectation of the arrival of Letchemy
"Narsiah - I have now wrote you this Letter least you should
"think that I neglected answering your letter I shall send
"my Letchemy Narsiah to you to Madras soon after his
"arrival here which you are to take into consideration" And
this Respondent did further say that it did no where appear
by the Letter of the said Munthoo Narasima Samayanjoolo
that he had after he had received the Copy of the pretended
assignment aforesaid return the same to the Petitioners
and other the pretended Creditors aforesaid by expressing his
approbation of the same, and which this Respondent did
say the said Munthoo Narasima Samayanjoolo would most
probably have done had he admitted the claims or thought it
prudent so to do in order to secure the Right of the Petitioners
and others the pretended Creditors aforesaid, nay he would have
granted to them his own assignment instead of that of the
said Naravada Bonapah and which this Respondent did
say the Petitioners and other the pretended Creditors aforesaid would

would if they were entitled to the same have sought to
obtain in preference of that of the said Naravada
Bonnapah who then acted in no other capacity than a
common conicophy to the said Munthoo Narasima
Samayanjoolo and Letchemy Narsiah - And this Respondent
did deny that the Petitioners and others did as the same
was pretended by them upon the receipt of the said a-
Assignments and Letter aforesaid and upon such
consideration forbear and desist from pursuing coercive
measures against the property of this Respondents said
Testator their conduct therein being more reasonably
imputable to the fears of the consequences partly above
detailed they dreaded the legal opposition of this Respondents
said Testator pursuing the inevitable event and hastily
and with a high hand and in defiance of all the legal
opposition that under the then circumstances would
have been opposed to arrest their injustice and avarice
did sell and convert the whole of the same into cash,
dividing the Spoil their plunder, and thus forcing this
Respondents said Testator under embarrassed circum-
stances almost bereft of his all and at the close of life

to

said Testator and that this Respondents said Testator having agreed to such proposal the said Muntha Narasima Somayanjooloo and Letchemy Narsiah did accordingly Execute unto this Respondents said Testator the Bond aforesaid on the said Banksals and Seventy Garce of Paddy allowing the remainder Three and an half Garce of Paddy to Answer the wastage of Import and Export and that shortly after executing the mortgage Bond aforesaid the said Muntha Narasima Somayanjooloo and Letchemy Narsiah did accordingly export the said Seventy three and an half Garce of Paddy to Madras and caused the same to be deposited in the said Banksals to answer the intended purpose, and which Paddy was so there deposited and did so remain in the same until the Petitioners in manner aforesaid and as the same was acknowledged in their said Answer did possess themselves thereof - And this Respondent did further state that the said Muntha Narasima Somayanjooloo and Letchemy Narasiah having as aforesaid Mortgaged to this Respondents said Testator the Banksals and Seventy Garce of Paddy on the said first day of January One thousand Seven hundred and ninety four and being unable to discharge such their debt by reason of the

the undue proceedings of the Petitioners and other the pretended Creditors aforesaid, they having as aforesaid fraudulently possessed themselves of all the consignments, were reduced to the necessity of disposing of the said Banksals to this Respondents said Testator in part discharge of their said debt wherefore and from what he had in his said Replication before setforth, this Respondent did humbly submit to the said Mayors Court what degree of credit could be given to the Petitioners said Answer and the several unjust unfounded and improbable assertions contained in the same - And this Respondent doth admit that to this Respondents said Replication the Petitioners did Exhibit and file their Rejoinder and did therein amongst other things for Rejoinder state that notwithstanding the denial of this Respondent Muntha Narasima Somayanjooloo and Letchemy Narsiah did by their Agent Enja Narrain frequently request the Petitioners to advise and assist them in their dealings and Transactions in Grain, and otherwise in manner and form as the same was setforth and expressed in the Petitioners said Answer and that thereby and by reason thereof the Petitioners did become intimately

intimately acquainted with the said Muntha Narasima Somayanjooloo, and did under the circumstances and for the reasons in the Petitioners said Answer also setforth apply to the Petitioners and other Creditors in the said answer named for aid and afsistance in Money and otherwise and that the Petitioners and the other Creditors did accordingly lend and advance to the said Muntha Narasima Somayanjooloo considerable Sums of Money from time to time as the same was required by the said Agent of the said Muntha Narasima Somayanjooloo, and for the reasons and inducements as the same were particularly setforth in the answer of the Petitioners and the Petitioners did say that the said advances of money were actually and bonafide made at the special Instance of the said Muntha Narasima Somayanjooloo, And the Petitioners did further say that the reasoning of this Respondent in opposition to the said facts as stated and setforth in the Petitioners said Answer was altogether falacious for that it was customary in the dealings between natives to regard the Agent or Gomastah exactly in the same manner as the Principal himself were he on the spot and to regard all his acts as the Acts of his principal and equally binding and that the

the Agent of the said Muntha Narasima Somayanjooloo the said Enja Narrain had full power and authority to take up Money on his the said Muntha Narasima Somayanjooloo Account and to grant Bonds therefore in his name. And the Petitioners did further state that he the said Muntha Narasima Somayanjooloo had occasion to take up sums of Money to enable him to carry on his speculations in Trade was evident and easily to be proved and was well known to this Respondents Testator and probably to this Respondent himself although he did not admit the fact, and notwithstanding the Muntha Narasima Somayanjooloo might have purchased the Grain in which he chiefly dealt to the Northward, yet his funds for making such purchases where principally if not wholly drawn from Madras where the greater part of the said Grain was disposed of and other Quantities thereof was disposed of in Bengal and other places, and therefore his said speculations could not have depended entirely on the Northwards as erroneously stated by this Respondent in his said Replication and therefore the conclusion drawn from such premises must have been as they really were untrue - And the Petitioners did say as in their said Answer

Answer

intimately acquainted with the said Munthu Narasima Somayanjooloo, and did under the circumstances and for the reasons in the Petitioners said Answer also setforth apply to the Petitioners and other Creditors in the said answer named for aid and assistance in Money and otherwise and that the Petitioners and the other Creditors did accordingly lend and advance to the said Munthu Narasima Somayanjooloo considerable Sums of Money from time to time as the same was required by the said Agent of the said Munthu Narasima Somayanjooloo, and for the reasons and inducements as the same were particularly setforth in the answer of the Petitioners and the Petitioners did say that the said advances of money were actually and bonafide made at the special Instance of the said Munthu Narasima Somayanjooloo, And the Petitioners did further say that the reasoning of this Respondent in opposition to the said facts as stated and setforth in the Petitioners said Answer was altogether falacious for that it was customary in the dealings between natives to regard the Agent or Gomastah exactly in the same manner as the Principal himself were he on the spot and to regard all his acts as the Acts of his principal and equally binding and that the

the Agent of the said Munthu Narasima Somayanjooloo the said Enja Narrain had full power and authority to take up Money on his the said Munthu Narasima Somayanjooloo Account and to grant Bonds therefore in his name. And the Petitioners did further state that he the said Munthaw Narasima Somayanjooloo had occasion to take up sums of Money to enable him to carry on his Speculations in Trade was evident and easily to be proved and was well known to this Respondents Testator and probably to this Respondent himself although he did not admit the fact, and notwithstanding the Munthu Narasima Somayanjooloo might have purchased the Grain in which he chiefly dealt to the Northward, yet his funds for making such purchases where principally if not wholly drawn from Madras where the greater part of the said Grain was disposed of and other Quantities thereof was disposed of in Bengal and other places, and therefore his said Speculations could not have depended entirely on the Northward as erroneously stated by this Respondent in his said Replication and therefore this conclusion drawn from such premises must have been as they really were untrue - And the Petitioners did say as in their said Answer

Answer the same was set forth that owing to the larger Sums of Money by the said Muntha Narasima Somayanjooloo through his said Agent obtained of the Petitioners and other Persons at Madras he was enabled to enlarge his dealings in Trade and to make large consignments of Paddy Rice and other Grain to his said Agents as set forth in the Petitioners said Answer and not owing to any assistance that he might have received from this Respondents said Testator and that if this Respondents said Testator had lent and advanced any Sum of money to the said Muntha Narasima Somayanjooloo as they had lived together in the same place or very near each other, it was not to be supposed that this Respondents said Testator would have so far departed from the custom invariably observed to the Northward between European Lenders and Native borrowers and advance any Sum of Money whatsoever to the said Muntha Narasima Somayanjooloo without ample Security on the spot for the repayment thereof or if as this Respondent would insinuate, the Security granted to this Respondents said Testator was on the Grain by the said Muntha Narasima Somayanjooloo sent to Madras, he would doubtless have obliged him to consign the same to this this Respondents said Testator's agents there: And the Petitioners did say that although this Respondents who was a very young man might have been and probably was unacquainted with any consignments of Grain to Madras by the said Muntha Narasima Somayanjooloo at an earlier period than the year one thousand seven hundred and ninety three yet that the said Muntha Narasima Somayanjooloo did make such consignments as in their said Answer the same was stated and particularly set forth and that this Respondent in and by his said Bill of Complaint had declared that for the Sum of Money therein pretended to have been advanced by this Respondents said Testator to the said Muntha Narasima Somayanjooloo and Letchemy Narsiah he this Respondents said Testator did require of the said Muntha Narasima Somayanjooloo and Letchemy Narsiah a mortgage of Two Banksals and Seventy Garce of Paddy in Madras and that this Respondent had in his said Replication said that the said Paddy was not at Madras but a Place called Colingapatnam whereby the Petitioners did allege this Respondent had falsified the said declaration in the said Bill of Complaint contained and that the said falsification had nevertheless been made in support thereof Because the Petitioners in their said

knowing as they did pretend the said Agent to be professed of full and sufficient powers from his principal the said Muntha Narasima Somayanjoolo to take up the same, But that they did not believe it had ever been customary for persons who had dealing with an Agent to demand and receive from him the powers granted to him by his principal, and that it would have been absurd to make to him a requisition of such a nature, although this Respondent in and by his said Replication did suggest that the Petitr. ought to have done so, in order that they might have produced the same in this Cause, and the Petitioners did further state that this Respt. in and by his said Replication did admit that the said Ejya Narrain might have borrowed from the Petitioners and the said other Creditors in the said Answer named the sums therein Setforth, and that he might have granted bonds on account thereof as the agent of the said Munthaw Narasima Somayanjoolo and that this Respondent had also in his said Replication admitted that the said Ejya Narrain was the Agent of the said Muntha Narasima Somayanjoolo but then he said that he did verily believe that the said Ejya Narrain never did advise his principal thereof But that he might have informed the Petitioners and other the said Creditors upon being urged for payment that he was about to receive consignments and

and other Grain from the said Muntha Narasima Somayanjoolo for the liquidation of the said Bonds and thereupon the Petitioners did say that if the fact had been exactly as this Respondent had stated it to be the said Muntha Narasima Somayanjoolo would have been equally accountable for the payments of the debts contracted by his said Agent in his name, as persons who had transactions and dealings with an Agent could not know nor was it their business to know what communication he had with, or what advice he might give to his Agent who stood in the place or stead of his principal who was bound by his acts But the Petitioners did say that the real fact was as they had setforth the same in their said Answer and that the consignments of Grain from the said Muntha Narasima Somayanjoolo to his said Agent were not for the purpose of discharging any mortgage thereon to this Respondents said Testator as asserted in this Respondents said Replication and that he the said Agent was not intrusted by the said Muntha Narasima Somayanjoolo to sell and dispose of such Grain for the benefit of this Respondents said Testator, But on the contrary that the same was consigned to the said Agent for the purpose of paying and satisfying the amount due to the Petitioners and the said other creditors in the Petitioners said

Answer

said Answer had declared that there was not any Paddy in the said Bankshalls belonging to the said Muntha Narasima Somayanjooloo at the time the said pretended Mortgage thereof was made and thereupon had submitted that the said Mortgage was fictitious and that this Respondents said Testator had not, nor ever had any legal Right title or pretensions to the Grain on account whereof he had brought his said Bill in the said Mayors Court And the Petitioners did submit that the facts as stated in their said answer were the more to be relied on as this Respondent in order to meet those facts had contradicted those setforth in his said Testators said Bill of Complaint - and the Petitioners did say that they had not any knowledge of the large transactions and dealings between this Respondents said Testator and the said Muntha Narasima Somayanjoolo as setforth in the said Replication, But the Petitioners did say they had heard that this Respondents said Testator was from his situation as a military officer in the service of the Honble Company prohibited from entering into any such transactions and thereupon the Petitioners did verily believe that no such transactions did ever exist between him and the said Muntha Narasima Somayanjoolu and

and that if the same were otherwise the same could not have any relation to the matters in question before the said Mayors Court since the Petitioners did further say in their said answer they had already said that they did know of the time in the said answer setforth that the said Muntha Narasima Somayanjoolu had by some writings &c and that the Petitioners did entertain various apprehensions on account thereof and thereupon did together with the rest of the Defendants in the said answer named apply to the said Agent of the said Muntha Narasima Somayanjoolu for payment of their Just debts but that instead of paying the same or giving to the Petitioners and the said other Creditors any satisfaction in the premises he did withdraw himself from the Jurisdiction of the said Mayors Court and the Petitioners did further state that they did verily believe that other Creditors in their said answer named did lend and advance unto the said Muntha Narasima Somayanjoolu by the said Agent the several sums of money in their said answer setforth and that the said sums were delivered to the said Agent of the said Muntha Narasima Somayanjoolu

Knowing

Answer named, and they did further say that they did verily believe that this Respondents said Testator had not any manner of claim whatever on the said Muntha Narasima Somayanjoolo at the time in his said Bill of Complaint setforth, But that he did confederate himself with certain persons and for the unjust purposes as in the Petitioners said answer pretended to be setforth and the Petitioners did further say that the said Agent did not abscond for the reasons in this Respondents said Replication setforth but for those in the Petitioners said answer contained and as to the assertions in the said Replication that the Petitioners did apply to Maravada Bonapah to deliver to them the Petitioners certain grain which this Respondent had said was then landing and to Mortgage to them the Banksals in question and other properties of the said Muntha Narasima Somayanjoolo promising a bribe of Eight hundred Pagodas to the said Maravada Bonapah on his compliance - That he the said Maravada Bonapah did refuse to act as so directed and that he did produce to the Petitioners a Letter of Instructions to the said Agent to dispose of the said Consignments for the benefit of this Respondents said Testator and inform the Petitioners and the said other Creditors that the said Banksalls were actually sold to this

this Respondents said Testator The Petitioners did say that the whole and every part thereof was without any manner of foundation in truth and as the same did fully appear by the Exhibits to the Petitioners said answer annexed and which were of themselves a full and perfect refutation of the charges in the said Bill of Complaint contained and the matters and things setforth in this Respondents said Replication and that they had in and by their said answer shewn the manner and authority by which they acquired the possession of the Premises in question and by which they did afterwards sell and dispose thereof and that this Respondents statement of the fact was erroneous and untrue and that the said Muntha Narasima Somayanjoolo was well acquainted with the steps taken by his Creditors at Madras and did in prefering terms write to them on Account thereof and through the means of the said Maravada Banapah to forbear pursuing coersive measures promising them every satisfaction in his power by an Assignment of his property at Madras and on the consignments of Grain he had directed to be made thither notwithstanding the assertion of this Respondent to the contrary

and

And the Petitioners did say that in the Letter of the said Muntha Narasima Somayajoolo a Copy of which was annexed to their said answer no mention whatever was made of this Respondents Testator and the said Letter was therefore conclusive evidence that at the time this Respondents said Testator had no claim on the said Muntha Narasimah Somayajoolo, at least that he had no claim on any property belonging to him at Madras and that the mortgage set up by this Respondents said Testator and the pretended purchase of the said Banksals were altogether fictitious and fraudulent and the Petitioners did further say that the suits instituted in the said Mayors Court against the said Muntha Narasima Somayajoolo as in the Petitioners said Answer stated were withdrawn or proceedings thereon stayed for the reasons in the said Answer contained and not for the reasons setforth in this Respondents said Replication and that it was not on account of any apprehensions they could have entertained from the pretended claims of this Respondents said Testator that they sold and disposed of the said Grain and Banksals for that this Respondents said Testator having caused the Seals of Notaries Publick to be affixed thereon did afterwards conscious that he had no right or Title to interfere

interfere therein and fearing the consequence that might result from the measures he had pursued cause the said Seals to be removed and again leave them the Petitioners and the said other Creditors of the said Muntha Narasima Somayajoolo in the full possession of the premises and that they had setforth in their said Answer the reasons for selling and disposing thereof and the Petitioners did deny the assertion termed by them the Petitioners an insinuation in this Respondents said Replication contained "That the said Maravada "Bonapah did not of his own accord or by the consent of the said "Muntha Narasima Somayajoolo offer a consignment of the "said Property or that his signature was extorted from him "by dread and compulsion or otherwise" and did allledge that the Letter from the said Muntha Narasima Somayajoolo did carry on the face of it evidence to the contray of such this Respondents assertion and did shew that the said Maravada Bonapah was fully authorized and empowered to act in the premises for and on account of the said Muntha Narasima Somayajoolo who had in and by his said Letter ratified and confirmed the act of the said Maravada Bonapah and that the said Letter was not written to the

said

said Naravada Bonapah but to the Petitioners and the said other Creditors of the said Munthá Narasimah Somay-anjooloo and therefore the Petitioners did pretend that even if the said Naravada Bonapah had not received as this Respondent had suggested any powers from the said Munthá Narasima Samayanjooloo which however the Petitioners did aver that he had yet the said Munthá Narasima Somay-anjooloo had by his said Letter to all intents and purposes ratified the acts of the said Naravada Bonapah in the premises notwithstanding the reasoning made use of by this Respondent to shew the contrary and that the Petitioners did alledge the character and situations in life of the said other creditors did place them above the /pretended to be/ vilifying language made use of by this Respondent in his said Replication and they did not as they pretended think it necessary to take any notice thereof and the Petitioners did further state that they considered it as necessary to set forth in their said Answer the particulars regarding the Letter of Licence required of them by the said Munthá Narasima Somayanjooloo in order to illustrate his the said Munthá Narasima Somayanjooloo conduct towards them and the said other Creditors in their said

said Answer named and his collusive transactions in the premises and they did aver that the fact was as they had stated the same to be in their said Answer and which did contain a true account of their knowledge touching the pretended Mortgage of this Respondents said Testator and the Petitioners did say that they had been advised that the other parts of the Replication and not Rejoined unto were altogether irrelevant or that the same were refuted by their said answer upon oath— And this Respondent doth admit that upon such pleadings had in the Cause Issue did Join and Rules did pass for the Examination of Witnesses and that Witnesses were accordingly Examined on the part and behalf of this Respondent and of the Petitioners and that Naravada Bonapah Conicoply a Witness Examined on the part and behalf of this Respondents to the second additional Interrogatory did depose that he was in the year One thousand Seven hundred and ninety four and four years previous thereto employed in the Service and affairs of Munthá Narasima Somayanjooloo and Letchemy Narsiah in the Capacity of a Conicoply and particularly in the said year of Christ One thousand Seven hundred and Ninety four at Madras— That he did

in

in such service act under a person called Eya Narrain, but that he the said Eya Narrain did not continue without intermission in authority over him the Deponent during the whole time of his service having been obliged to absond from Madras in the year One thousand Seven hundred and ninety four on Account of some debts he had contracted That the said Eya Narains situation was not during his absence filled by any other Person - And to the third additional Interrogatory the said Witness did depose that he did as Conicoply to Muntha Narasima Somayanjooloo and Letchemy Narsiah when the said Eya Narain absconded take charge of Two Banksalls having Rice and Paddy in them and being with the Rice and Paddy do therein contained the property of the said Muntha Narasima Somayanjooloo and Letchimy Narsiah That one of the said Banksals was situated near the Companys Carpenters yard in Black Town and the other near the place where the French Prisoners were then confined and that the quantity of Grain contained therein was Twenty Garce of Rice and Seventy Garce of Paddy - That he the Deponent did receive intimation from the said Muntha Narasima Somayanjoloo and Letchimy Narsiah that the said Banksalls together with the Paddy and Rice therein contained were mortgaged to Colonel Fraser that he did receive orders from the said Munthah Narasimah Somayanjoloo

Somayanjoolee and Letchemy Narsiah to deliver over the said Banksals and the Rice and Paddy therein contained to one Vencatachellum Gomastah to the said Colonel Fraser that he did not obey such orders by delivering the same being prevented by the Creditors of Eya Narrain who as soon as they heard that the Deponent was to deliver the said Banksals and the Rice and Paddy therein contained to the said Colonel Charles Frasers Gomastha carried him the Deponent to one Vencatachellum Chitty then in the felons Gail when he was threatened very much and afterwards brought to the house of Ballakistna pillay who took the Keys of the said Banksals from him the Deponent who with some other Creditors took possession of the property so in the custody and charge of the Deponent that the delivery thereof was subsequent to the intimation of an Incumbrance existing thereon and that the same was delivered subsequent to the orders so received for the delivery of the same to the use to the use of the Mortgage - That such delivery was not voluntarily on the Deponents part but Compulsory as already stated owing to the threats of the Creditors of the said Eya Narrain who told him he should be flogged and carried to Gail if he did not comply with their wishes and to the fourth additional

additional Interrogatory the said witness did depose that he had looked at the Exhibit No 1 and declared that he did Execute the same that when the said paper was brought to him to Sign he was told by the Creditors of Erya Narrain being Balla Kistna Pillay Payaram dos Chella Vencatachelliah Gondamaraty annunda Raw Ravo Soobaroy moodelly Bauhoocootombah Charloo Austagary Saumy and Cutta Verdapah Chitty that they wished him to Sign the said paper to Enable them to Contract with the merchants for the sale of the said Paddy and Rice and that they would pay out of the proceeds thereof what was due to Colonel Charles Fraser the Deponent having informed them that the said Property was Mortgaged to him which Influenced the Deponent to Sign the same although they would not allow him to read the said Paper and to the fifth additional Interrogatory the said witness did Depose that of Ballakistna Pillay the Principal Creditor of the said Erya Narrain did promise about five or Six days previous to the Signing of the Exhibit above mentioned to Satisfy unto the Complainants said Testator the amount of his or Mortgage on the aforementioned property on condition that the or Deponent would sign the Exhibit above mentioned which he was given to understand was to enable the said Ballakistna Pillay and the other Creditors to Contract with the Merchants for the said Property and

this

B

this Respondent doth admit that Soobarry Moodelliar another or witness Examined on the part and behalf of the Complainant to the Second Interrogatory did depose that he was in the Service of the Colonel Charles Fraser in the Capacity of Head Dubash for the Space of Twenty years and that he was intimately acquainted with his affairs and money Concerns To the third Interrogatory the said witness did depose that he had looked at the Exhibit then produced and Shewn to him at the time of his Examination marked A and said that he knew the Apparant Obligors in the said Exhibit named (to wit) Narrasima Somayanjalo and Latchemy narsiah and that he knew the same was Executed by the said Obligors in the Office of Colonel Charles Fraser deceased in the presence of the Deponent and two Subscribing witnesses thereto Sumpere Ramiah and amboodypoody Soobaroydoo and that he did see the said Witnesses sign and Subscribe their Names thereto That he believed the Witnesses then resided to the northward but he did not know in what particular place That the Sum of Four thousand five hundred Pagodas was paid to the said Obligors by the said Colonel Charles Fraser at the Time of Executing the said Bond That he did not know by whom the said or

Exhibit

Exhibit was drawn but that it was produced by the Obligors at the time of Executing it That the Deponent had Carefully looked at and ov Examined the said Exhibit and said that the same was in the same state and condition in words and figures without alteration as the same was at the Execution thereof To the fourth Interrogatory the said Witness did depose That he had looked at the Exhibits **B** then also produced and said that the same was Executed in the presence of him the Deponent by the aforesaid Latchemy narsiah by the Consent of Narasima Somayanjaloo in Consideration of the Sum of Three thousand Madras Pagodas to them in hand paid by the said Colonel Charles Fraser and also in the presence of the Witnesses who subscribed their Names thereto in the presence of the Deponent That he believed the said witnesses then resided to the Northward but could not say in what particular place or places That he had again looked at and Carefully Examined the said Exhibit and declared that the same was than the same state and condition in words and figures as the same was delivered at the time of Executing the Same and your Petitioners Shew unto this Honourable Court the aforesaid Witness Narravada Bannapah Examined on the part and behalf of the Complainant to the fifth Interrogatory did depose

depose that he had looked at the Exhibits **C** and **D** then Shewn to him at the time of his Examination and the two Several Signatures subscribed at the foot of each Exhibit and declared that the Signatures were of the respective Hands writing of the persons by whom they were Signed (Viz.t) narrasima Somayanjaloo and Latchemy ov Narsiah that he the Deponent received the Exhibit marked **C** from the said Munthaw Narrasima Somayanjaloo and ov Latchemy Narsiah and in Consequence delivered the said Exhibit to one Lyntoor Venkatachelliah because the Keys of the Bankseals in the said Exhibit mentioned had been taken possession of by the Creditors of one Eya Narrain the Brother of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah and to the Sixth Interrogatory the said witness did depose that he had looked at the Exhibit then Shewn to him marked No 3 purporting to be a Letter addressed to him the Deponent from one Munthaw Narrasima Somayanjaloo and that he did know the hand or writing of a man of the name of munthaw Narrasima Somayan-jaloo And that he then resided near Coringa and that he did Depose to his hand writing because he had often seen him write That he did not Know in the Exhibit then produced

to

(Produced to him any where Distinguish the hand writing of the said
Munthaw Narrasima Somayanjaloo nor did he know of whose hand
writing the said Exhibit was that he had looked at the Cover in which
the said Exhibit was produced and folded up bearing a post mark
this Post paid 4 fanams maddapollom 11th April 96 and declared
that the said Cover did not belong to the said Exhibit N°3 but
that it did enclose another Letter to him the Deponent from his Brother
-in law Settaramiah that he had looked at the Exhibit K produced
and Shewn to him under date the aforesaid Eleventh day of April
and said that it was the Letter which came enclosed in the above
mentioned Exhibit N°3 and the said Exhibits K and N°3 did
of right belong to each other and the Deponents said that the reason
why they had thus become Separate was that one Ballahistna Pillay
deceased one of the Creditors of the aforesaid Oya Narrain desired
him the Deponent to Shew him the Letter he had received as aforesaid
from his Brother in law Settaramiah which the Deponent accordingly
did and left it with him about three days afterwards the said
Ballahistna Pillay returned to the Deponent only the Exhibit K
Saying that they Cover was lost That not being well knowen in
Madras his the Deponents Letters were always addressed to Oya

Narrain

Narrain to whom the Cover in question marked N°3 was likewise
directed and this Respondent doth admit that Causala Rungiah
Chitty Coral merchant Examined as a witness on the part and
behalf of the said Petitioners to the Second Interrogatory did
Depose that he did not know Munthaw Narrasima Somayan
-jaloo but that he had heard of such a person That the said
Munthaw Narrasima Somayanjaloo had carried on Trade
from Bengal Ganjam Poendy Munsoorcotta and Colinga
-patnam For twelve years and that he had Carried on such
trade with Parungalatoor Ballahistna Pillay the Testator of
the Petitioner annunda Ristna pillay the Petitioner annunda
Royer Chella Veneatachelliah Soyaram Doss Ravoo Soobaroy
moodelly Bauhoocootombah Chaurloo austagerry Saumy or
and Cutta Verdapa Chitty that the said Munthaw narra
-sima Somayanjaloo did not Carry on the said Trade personally
and directly with such persons but Carried on the same through
the medium or means of his Gomastah or agent Oya narrain
That the said Munthaw Narrasima Somayanjaloo did some
time in the year of Christ One thausand Seven hundred and
ninety two through the means of his said Gomastha Oya

Narrain

Narrain apply to Parangalatoor Ballakistna pillay the Testator of the Petitioner anunda Kistna pillay the Petitioner anunda Royer Chella Vencatachelliah Joyaram Doss Ravoo Soobarey moodelly Bauhoocootombah Charloo austagerry Sawmy and Cotta Verdapah Chitty before mentioned for a loan of thirty thousand Pagodas that the said Eya Narrain did in the Name of the said Munthaw narrasima Somayanjaloo at the time he made such application say that the said Sum of money so requested was for the purpose of extending his or Concerns in Trade That Parungalatoor Ballakistna pillay the Testator of the Petitioner anunda Royer Chella Vencatachellia Joyaram Doss Ravoo Soobarey moodelly Bauhoocootombah Charloo austagerry Sawmy and Cotta Verdapah Chitty did make at Sundry times advances of Cash to the amount thirty thousand Pagodas to the said Munthaw Narrasima Somayanjaloo through the means of his Gomastha the said Eya Narrain on behalf of the said Munthaw Narrasima Somayanjaloo and to the third Interrogatory on the part of the Petitioners the said witness did depose that he did know me Eya Narrain late of Madras and that he had known him Eight years that the said Eya Narrain was not then at Madras and that he left it upwards of two years ago and that

that he did not know where he went That the said Eya Narrain left Madras in Consequence of the importunities of the Creditors of Munthaw Narrasima Somayanjaloo aforesaid That he did know that the said Eya Narrain was Employed for Eight years and upwards as Gomastha or agent to the said Munthaw Narrasima Somayanjaloo that he had not heard that the said Eya Narrain was then Employed as or Gomastha or agent to the said Munthaw Narrasima Somayanjaloo That the said Eya Narrain discontinued to act as agent of the said Munthaw Narrasima Somayanjaloo upwards of two years ago That the said Munthaw Narrasima Somayanjaloo did appoint one Marravada Bannapah to act as his agent or Gomastha at madras in the room and stead of the said Eya Narrain That the Deponent Did know one Marravada Bannapa then of Madras and that he had known him Six years That the said Maravada Bannapah did act as Gomastha or agent for the space of one year in the room of Eya Narrain after the Departure of the said Eya Narrain from Madras that he the Deponent knew the said Marravada Bonnapah was publickly received

and

and acknowledged as the Gomastha or agent of the Said Munthaw narra-
Somayanjalo That he did know that the said Maravada Banna-
agent to the said Munthaw Narrasima Somayanjalo gave an agreem-
to Parungalatoor Balla Kistna Pillay the Testator of the Petitioner
ananda Kistna Pillay the Petitioner ananda Royer Chella Venca-
-tachellia Joyaram Doss Ravoo Soobarey Moodelly Bauhoocootom-
-bah Chaurloo auttagary Sawmy and Cutta Verdapa Chitty to sell and
Dispose of the Grain belonging to the said Munthaw Narrasima or
Somayanjalo and to the fourth Interrogatory the said witness did
depose that he did See the Paper writing produced and shewn
to him at the time of his Examination marked N1 Signed and
delivered by the said Marravada Bannapah but that his name
is not set as a subscribing Witness thereto and to the Seventh In-
Interrogatory the said witness did depose that the said Marra-
-vada Bannapa did inform Parungalatoor Balla Kistna pillay
the Testator of the Petitioner ananda Kistna pillay the Petitioner
ananda Royer Chella Vencatachelliah Joyaram Doss or
Ravoo Soobarey moodelly Bauhoocootombah Chaurloo
austagerry Sawmy and Cotta Verdapa Chitty about Three
or four months after the said Eya Narrain Departed
from

from Madras of some Damages or detriment having befallen a Certain
Vessel or Ship on which a Cargo of Paddy had been consigned by Munthaw
Narrasima Somayanjalo for Madras That the said Marravada
Bannapah did request the said Parungalatoor Balla Kistna or
pillay the Testator of the petitioner ananda Kistna Pillay the Petitioner
ananda Royer Chella Vencatachelliah Jayaram Doss Ravoo or
Soobarey Mordelly Bauhoocootombah Chaurloo auttagerry Sawmy
and Cutta Verdapa Chitty to freight a Vessel to Doorgarazapatnam
where the said Vessel had put in in distress to bring her Cargo to or
Madras and which they did accordingly and did bring the Cargo
of the said Vessel to madras and to the twelfth Interrogatory
the said witness did depose that he was Employed by Eya or
Narrain in the Service of the said Munthaw Narrasima Somayan
-jalo as a Comicopoly for the Space of four years That he had Charge of
Certain Godowns or Banksals of the said Munthaw Narrasima
Somayanjalo for the space of four years That one of the said or
Banksals was situated near the place where the french Prisoners
were confined and the other near the Companys Carpenters yard and
Munthaw Pagoda Vencataramiahs Godown that he did not receive
the Exact Quantity of Paddy that was within the said Godowns

during

during the time he was so Employed in charge of them but that there was in the month of January One thousand Seven hundred and ninety four two and a half Garce of rice that neither this Respondent nor any other person on his behalf did ever pretend to have any claim or Title in the said Godowns and Bankshals or of any Grain contained in the Same and this Respondent doth admit That Parsiram moodelly Dubash a witness Examined on the part and behalf of the Petitioners to the Second or Interrogatory did depose that he had heard of one Munthaw Narrasima Somayanjaloo That he knew that the said Muntha Narrasima Somayanjaloo did Carry on Trade in rice and Paddy and other articles from Bengal and Calingapatnam and other parts in the Northern Circars for the Space of three years to the Knowledge of him the Deponent That the said Munthaw Narrasima Somayanjaloo did Trade in Grain and other articles from the said Northern circars and Bengal through Eya Narrain his Gomastha with Several persons at Madras That the said Munthaw Narrasima Somayanjaloo did not Carry on the said Trade personally and directly but that he so Carried it on through the means of the said Eya narra[illegible] his Gomastha That he had heard that the said Munthaw Narrasima Somayanjaloo did some time in the year of Christ One thousand Seven hundred and ninety.

ninety two through the means of the said Eya Narrain apply to the Petitioner Anunda Royer Parungalatoor Ballahistna pillay the Testator of the Petitioner Anunda Kistna Pillay Chella Vencata chelliah Iyyaram Doss Ravoo Soobaroy moodelly Bauhoocootomba Chaurloo Austagerry Sawmy and Cutta Verdapa Chitty for a loan of a Large Sum of Money That Eya Narrain said that the purpose for which he wanted the said money so requested on loan was to Extend the Trade of the said Munthaw Narrasima Somayanjaloo That he the Deponent was informed by Balla kistna Pillay that he had lend a large Sum of Money to the said Eya Narrain on or accaunt of the said Munthaw Narrasima Somayanjaloo in Consequence of the application aforesaid to the third Interrogatory the said witness did Depose that he did know one Eya Narrain late of Madras and that he had so known him about four or five years That the said Eya Narrain was not then at Madras and that he left madras about three years ago but that he did not know where he went but that the said Eya Narrain left Madras in or Consequence of the importunities of his Creditors That the said Eya Narrain was Employed at Madras two years to the Knowledge of him the Deponent as the Gomastha of the

said Munthaw Narrasima Somayanjaloo That the said Oya Narrain did not continue to act as agent or Gomastha or in any other Capacity at Madras to the said Munthaw Narrasima Narrasima Somayan=jaloo That the said Oya Narrain discontinued to act about Three years ago as Gomastha to the said Munthaw Narrasima & Somayanjaloo That the Deponent know that the said Munthaw Narrasima Somayanjaloo did appaint one marravada Bannapa to act as his agent or Gomastha at Madras in the room and stead of the said Oya Narrain That he knew one Marravada Bannapa then of madras and that he had so known him three years That he did know that the said Marravada Bannapa did act as & Gomastha or agent to the said munthaw Narrasima Somayanjaloo in the room of the said Oya Narrain after his departure from madras and that the said Marravada Bannapah was publickly received and acknowledged as the agent or Gomastha of the said Munthaw & Narrasima Somayanjaloo That he the Deponent was present when the said Marravada Bannapah did Empower the said Anundaroo Royer the Petitioner Parungalatoor Ballakistna Pillay then Testator of the Petitioner anundu Kistna Pillay Chetta & Veneatachellia Soyaram Doss Rayer Seebarry Moodelly & Bauhoorootombah

Bauhoorootombah Chaurloo austagerry Sawmy and Cutta & Verdapa Chitty to sell and dispose of the Grain et cetera belonging to the said munthaw Narrasima Somayanjaloo on account of the money due to them by by the said Munthaw Narrasima Somayanjaloo and to the fourth Interrogatory the said Witness did Depose that he had seen the Paper writing then Produced and Shewn to him marked No 1 Signed and delivered by the said Marravada Bannapa but that his name was not set as a subscribing Witness thereto And this Respon dent doth admit that Vamulah Singiah Merchant another Witness Examined on the part and behalf of the Petitioners to the fourth Interrogatory did Depose that he had seen the Paper then produced and Shewn to him at the time of his Examination marked No 1 Signed and delivered by one Marravada Bonnapah and that his name set and & Subscribed as a Witness thereto was of his the Deponents proper hand writing and to the fifth Interrogatory the said witness did depose that he has seen the paper writing then produced and Shewn to him at the time of his Examination marked No 1 and purporting to be an assignment from Marravada Bonnapa

the

the Gomastha to munthaw Narrasima Somayanjalo Executed and delivered by the said marravada Bannapa to Chella Vencata-chellia Gondamawrajoo anunda Row Parungalatoor Ballakistna pillay Joyaram Doss Saucar Ravoo Soobaroy moodelly Bauhoo-tombah Chaurloo austagerry Sawmy and Cutta Verdapa Chitty in the presence of one Vencataramiah and some others whose or Names the Deponent did not recollect That he did not know whether any other assignment of a like purport or Effect with the paper then Shewn to him or of any other purport or Effect was not any time made by the said Marravada Bonnapah or any other person or persons on behalf of the said Munthaw Narrasima Somayanjalo That he did not know whether any Copy or transcript of the said Paper Marked N.1 purporting to be an assignment as aforesaid was at any time made or written That he did not know whether any Copy or Transcript of the said paper writing or Marked N.1 was at any time sent to the said munthaw or Narrasima Somayanjalo or to any other person That he had never seen the said Munthaw Narrasima Somayanjalo write nor had he ever received any Letters from him nor was he or acquainted with the manner or Character of his hand writing

That

That he the Deponent had looked at the paper writing then produced and Shewn to him at the time of his Examination Marked No 2 purporting to be a Letter from the said Munthaw Narrasima Somayanjalo and said That he did not know whether the said Letter was or was not of the proper hand writing of the said or Munthaw Narrasima Somayanjalo but that he had been told by marravada Bannapah that the said Letter was of the proper hand writing of the said Munthaw Narrasima Somayanjalo And this Respondent doth admit That Nulliah Conicopley or another Witness Examined on the part and behalf of the Petitioners to the Second Interrogatory did Depose that he had seen Paper or writing then produced and Shewn to him at the time of his or Examination Marked No 1, and purporting to be an assign-ment from Marravada Bannapa the Gomastha to or Munthaw Narrasima Somayanjalo Executed and delivered by the said Marravada Bannapa to Chella Vencatachellia Gomanda Raujaoo anunda Row Parungalatoor Ballakistna pillay or Joyaram Doss Saucar Ravoo Soobaroy moodelly Bauhoocoatom-bah Chaurloo austagerry Sawmy and Cutta Verdapa Chitty and that the same was Executed and delivered in the presence

of

of Vasantaporam Rama Sawmy Vamala Singia Mootiah
and some other Person whose names the Deponent did not or
recollect That he did not know whether any other Assignment
of a like purport or Effect or of any other purport or Effect with the
Paper then Shewn to him was at any time made by the said
Marravada Bannapa or any other person or persons on the
behalf of the said Munthaw Narrasima Somayanjaloo that
a Copy or Transcript of the said Paper marked N°1 purporting or
to be an Assignment as aforesaid was made about ten or twelve
days after the Executing of of the said Paper by him the Deponent to be
sent to the said Munthaw Narrasima Somayanjaloo That the said
Copy or Transcript was sent to the said Munthaw Narrasima or
Somayanjaloo at Parvor near narsapoor by Tappaul and that he
did acknowledge the receipt of the same in a letter sent by or
him to the said Chella Vencatachellia Gundema Rayjoo anunda
Row Parungalatoor Ballakistna pillay Soyaram Doss Rawoo
Soobaroy Moodelly Bauhoocoolombah Chaurloo austagerry
Sawmy and Cotta Merdapa Chitty That he had not seen the said
Munthaw Narrasima Somayanjaloo write but that he had
often seen Letters from him and that he was thereby acquainted
with

with the manner and Character of his handwriting That he had
looked at the paper writing then produced and Shewn to him
at the time of his Examination marked N°2 purporting to be
Letter from him the said Munthaw Narrasima Somayanjaloo
and that he believed the said Letter to be of the proper hand or
writing of the said Munthaw Narrasima Somayanjaloo and
to the Sixth Interrogatory the said witness did depose that the
said Paper writing marked N°2 and to which he had been
before Interrogated was directed and sent to Chella Vencatachellia
and Parungalatoor Ballakistna Pillay two of the persons above
Mentioned and that the said Paper writing received by them
on or about the Twenty ninth day of May One thousand Seven
hundred and ninety four That Parungalatoor Ballakistna
Pillay the Testator of the Petitioner anunda Ristna Pillay
the Petitioner anunda Royer Chella Vencatachelliah or
Soyaram Doss Rawoo Soobaroy Moodelly Bauhoocoolombah
Chaurloo austagerry Sawmy and Cotta Merdapa Chitty above
mentioned did prior to the receipt of the said Letter about fifteen
or twenty days proceed to two Bankseals Situate near the Public
Company's yard in Blackstown and to one Bankseall near

the

the place where the French Prisoners were confined belonging to the said Munthaw Narrasima Somayanjalo to take possession and charge thereof and about one hundred and sixty Garce of Paddy Sixty Garce of Rice five Garce of wheat half Garce of Pessaloo a quarter of a Garce of Gingly Oilseeds one and a half Garce of Damaged Rice one Bag of Termarich Three or four Candies of mustard and thirty or forty bags of Damaged Menthaloo - that Charge or possession of the said Banksal and of the said Grain was delivered to the said Parungulatoor Ballachistna pillay the Testator of the Petitioner anunda Royer Chella Vencatachellia Joyaram Doss Ravoo Soobaroy Moodelly Bauhoocootombah Chaurloo austagerry Sawmy and Cutta Verdapa Chitty by Marravada Banapa Gomastha to Munthaw Narrasima Somayanjaloo on his account in consequence of a debt owing to the said Parungalatoor Ballachistna pillay the Testator of the Petitioner anunda chistna pillay the Petitioner anunda Royer Chella Vencatachellah Joyaram Doss Ravoo Soobaroy moodelly Bauhoocootombah Chaurloo austagerry Sawmy and Cutta Verdapa Chitty by the said Munthaw Narrasima Somayanjaloo That the said Grain at the time of the delivery was meted or measured by the Companys Measuring people in the presence of the Deponent and another Comicoply named Parvaramah moodelly and marravada Bannapa and Tattah Taniah the two last persons belonging to munthaw Narasima Somayanjaloo and that the precise measurement or Quantity thereof was as was above stated by him the Deponent That the said Bankseals were in the possession of Marravada Bannapa previous to the delivery of the same to Parungalatoor Ballachistna Pillay the Testator of the Petitioners anunda chistna pillay the Petitioner anunda Royer Chella Vencatachellia Joyaram Doss Ravoo Soobaroy Moodelly Bauhoocootombah Chaurloo austagerry Sawmy and Cutta Verdapa Chitty and had been in his possession Seven or Eight days previous to which they had been in possession of one Eja narrain under whom the said Marravada Bonnapa acted as a Comicoply That the said Bankseals did remain in the possession of the said Parungalatoor Ballachistna Pillay the Testator of the Petitioner anunda chistna Pillay the Petitioner anunda Royer Chella Vencatachellah Joyaram Doss Ravoo Soobaroy moodelly Bauhoocootombah

Baucootombah Charloo Austagerry Sawmy and Cutta Verdapa
Chitty nine months after the delivery of the same as aforesaid
That the said Banksals were sold by the said Parungalatoor
Ballakistna pillay the Testator of the Petitioner anunda Kistna
Pillay the Petitioner anunda Royer Chella Vencatachellia
Joyaram Dofs Ravoo Soobaroy Moodelly Bauhoocootombah Charloo
austagerry Sawmy and Cutta Verdapa Chitty in the month of
January one thousand Seven hundred and ninety five That
neither this Respondent nor any other person on his behalf did
at any time during the poseession of the said Banksals by the
Petitioners Claim or pretend any Right or Title thereto or to
any part thereof or to any Quantity of Grain therein Contained
and to the ninth Interrogatory the said witness did Depose
that he was employed in the Service of Parungalatoor Kistna
Pillay the Testator of the Petitioner anunda kistna
pillay the Petitioner anunda Royer Chella Vencatachellia
Joyaram Dofs Ravoo Soobaroy moodelly Bauhoocootombah
Chaurloo austagerry Sawmy and Cutta Verdapa Chitty from
the Month of April one thousand seven hundred and
ninety four for the purpose of receiving and selling a
Cargo

Cargo of Rice and Paddy from on board of certain Vessels lying in
the roads of madras and that he did Continue in the said
Service about twenty months That the before mentioned
Marravada Bannapa and Patta Tonnah did on behalf of the
beforementioned Munthaw Narrasima ~~Narrasima~~
Somayanjalo attend to see the said Grain unshipped and
landed That the said Grain when Landed was placed under
the Care of the Deponent and one Parsooramah moodelly
on account of Parungalatoor Ballakistna pillay the Testator
of the Petitioner anunda kistna pillay the Petitioner
anunda Royer Chella Vencatachellia Joyaram Dofs Ravoo
Soobaroy Moodelly Bauhoocootombah Charloo austagerry
Sawmy and Cutta Verdapa Chitty That the Exact Quantity
of the said Grain was one hundred and sixty Garces of Paddy
and Sixty Garce of Rice and to the Tenth Interrogatory the said
witness did depose that no person or persons either on their own
account or on behalf or account of this Respondent or of any
other person or persons whatever did ever Mention or pretend
to have any Kind of Claim or Title to the said Paddy at the
time the said Paddy was so imported or received by the

Deponent

bah Charloo Austagerry Sawmy and Cutta Verdapa

e months after the delivery of the same as aforesaid -

Banksals were sold by the said Parungalatoor

llay the Testator of the Petitioner anunda Kistna

or anunda Royer Chella Vencatachellia

Soobarey Moodelly Bauhoocootombah Chaurloo

Cutta Verdapa Chitty in the month of

Seven hundred and ninety five That

or any other person on his behalf did

of sesion of the said Banksals by the

any Right or Title thereto or to

tity of Grain therein Contained

the said witness did Depose

ee Parungalatoor Kistna

ner Anunda Kistna

Chella Vencatachellia

lly Bauhoocootombah

Verdapa Chitty from

hundred and

selling a

large

Letter

t or at any other period Subsequent thereto to the Know-

the Deponent and to the Eleventh Interrogatory the said

he did depose that one Marravada Bannapa did about

or four months after the importation of the said Grain as

resaid go to Parungalatoor Ballakistna pillay the Testator of the

Petitioner anunda Kistna pillay the Petitioner Anunda Royer

Chella Vencatachellia Joyaram Dofs Ravoo Soobarey moodelly

Bauhoocootombah Chaurloo Austagerry Sawmy and

Cutta Verdapa Chitty creditors of the said Munthaw Narrasima Somayanjalo

with a proposal in writing from the said Munthaw Narra-

sima Somayanjaloo in order to obtain a certain forbearance

of their demands against him or a licence to pursue his Business

without molestation for the term of five years and that the said

Parungalatoor Ballakistna pillay the Testator of the Petitioner

anunda Kistna pillay the Petitioner Anunda Royer Chella

Vencatachellia Joyaram Dofs Ravoo Soobarey moodelly

Bauhoocootombah Chaurloo Austagerry Sawmy and

Cutta Verdapa Chitty did Object thereto because the

Security for their demand was not adequate but if have

Security they would grant him a

Letter of Licence for three years That the said Marravada Bannapa did about two months afterwards go a Second time with the offer of another proposal of License to be Granted unto the said Munthaw Narrasima Somayanjaloo for the said Term of Four years but that such proposal was also not accepted - And to the Last Interrogatory the said Witness did depose that in the assignment made by Marravada Bannapa as above setforth mention was made of a Vessel laden with Grain at Calingapatnam which Vessel being a bad Sailer was not able to come further South than Durazapatnam where it arrived about three months after the Delivery of the said assignment when the said Marravada Bannapa advised the Creditors of the said Munthaw Narrasima Somayanjaloo to freight a Vessel to Durazapatnam in order to bring the said Grain to Madras which they did accordingly where the same was sold and the proceeds placed to the credit of the said Munthaw Narrasima Somayanjaloo and this on Respondents doth admit that Arayapah Comicoply a witness Examined on the part and behalf of the Petitioners to the ninth Interrogatory did depose that he was not employed in the Service of the Petitioners or either of them

Deponent or at any other period Subsequent thereto to the Know-
-ledge of the Deponent and to the Eleventh Interrogatory the said
witness did depose that one Marravada Bannapa did about
three or four months after the importation of the said Grain as
aforesaid go to Parungalatoor Ballahistna pillay the Testator of the
Petitioner anunda Kistna pillay the Petitioner anunda Royer
Chella Vencatachellia Joyaram Doss Rawoo Soobaroy moodelly
Bawhoocootombah Chaurloo Austagerry Sawmy and Cutta Verdapa
Chitty Creditors of the said Munthaw Narrasima Somayanjalo
with a proposal in writing from the said Munthaw Narra-
-sima Somayanjaloo in order to obtain a certain forberance
of their demands against him or a licence to pursue his Business
without molestation for the term of five years and that the said
Parungalatoor Balla-kistna pillay the Testator of the Petitioner
anunda Kistna pillay the Petitioner anunda Royer Chella
Vencatachelliah Joyaram Doss Rawoo Soobaroy moodelly
Bawhoocootombah Chaurloo austagerry Sawmy and
Cutta Verdapa Chitty did Object thereto because the
Security for their demand was not adequate but if he
would give proper Security they would grant him a

Letter

Letter of Licence for three years That the said Marravada Bannapa
did about two months afterwards go a Second time with the offer
of another proposal of License to be Granted unto the said Munthaw
Narrasima Somayanjaloo for the said Term of Five years but that
such proposal was also not accepted - And to the Last Interrogatory
the said Witness did depose that in the assignment made by
Marravada Bannapa as above setforth mention was made
of a Vessel laden with Grain at Calingapatnam which Vessel
being a bad Sailer was not able to come further South than
Durazapatnam where it arrived about three months after the
Delivery of the said assignment when the said Marravada
Bannapa advised the Creditors of the said Munthaw narrasima
Somayanjaloo to freight a Vessel to Durazapatnam in order to
bring the said Grain to Madras which they did accordingly
where the same was sold and the proceeds placed to the Credit
of the said Munthaw Narrasima Somayanjaloo and this or
Respondent doth admit that Arrayapah Conicoply a witness
Examined on the part and behalf of the Petitioners to the ninth
Interrogatory did depose that he was not employed in the
Service of the Petitioners or otherwise above mentioned or either of

them

them in the Capacity of a Conicoply in the year of Christ One
thousand Seven hundred and ninety four or at any other time or
in any other Capacity whatever But that he purchased from the
Petitioners and others aforesaid One hundred and Sixty Garce of
Paddy and Sexty Garce of Rice in the year One thousand
Seven hundred and ninety five and to the Tenth Interrogatory
the said witness did depose that no person or persons either upon
his or their own account or on behalf and account of this Respondent
or any other person or persons did pretend to have any Claim or
Title to the said Paddy at the time the said Paddy was received
by the Deponent And this Respondent doth admit that thereupon
Publication did pass in the said Cause and that the same was
set down to be heard and having accordingly come on to be heard
before the said Mayors Court on the ninth day of August and of
present year of our Lord One thousand Seven hundred and
ninety Six The said Mayors Court was pleased to order and
Decree and did accordingly order and Decree that the Petitioners
Should pay unto this Respondent the full and Just sum of of
Five thousand six hundred and Thirty one Pagodas twenty fanams
and twenty Cash together with all such Interest as there was or

should

should hereafter become due thereon from the twenty fifth day of February
in the year of our Lord one thousand Seven hundred and ninety
five at the rate of Twelve per Cent per Annum untill full payment
was made together with double Costs of Suit

This Respondent in answer to the Petitioners
several assigned Causes of Objection to the Decree of the said Mayors
Court in favor of this Respondent doth Shew that he did make
out and manifest to the said Mayors Court a clear legal &
indisputable and incontrovertible right to the same and that the
Petitioner did not in any shape shew the smallest title or pretention
of Right whatever in the premises and in order to demonstrate such
this Respondents several assertions this Respondent will shew the same
from a brief consideration of the Evidence in the Cause begining with
that which did establish this Respondents right. Soobaroy Moodelliar
Dubash to this Respondents father the Original Complainant in the
Cause did to the Second Interrogatory depose and say That he was
in the service of this Respondents said father and in the capacity of
his head Dubash for a period of Twenty years and that he
was consequently well acquainted with his affairs and money
concerns and to the Third Interrogatory the same witness did

depose

depose That he had Looked at the Exhibit Marked A being the Bond of Munthaw Narrasima Somayanjaloo and Latchemy Narsiah to this Respondents said father and the original foundation of the Debt in Suit That he did know the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah this Respondents said fathers Debtors and that such Bond was by them duly Executed in his the Witnesses presence and in the presence of Sumpara Ramiah and Amboodorpody or Soobaroydoo whose names appear subscribed to the said Exhibit as Witnesses and that he did see the said Witnesses so subscribe their Names thereto And to that part of the said Third Interrogatory which Interrogates the said witness Soobaroy Moodelliar "Do you or do you not know where the said Witnesses / meaning the said or Sumpara Ramiah and Amboodorpody Soobaroydoo / do now reside or are to be found" He the said Witness deposes That he believes "the said Subscribing Witnesses now reside to the Northward but that "he doth not know in what particular place" which Deposition this Respondent sheweth doth sufficiently account wherefore this Respon= dent had not nor could have the benefit of the said subscribing Witnesses respective testimony to the Execution as aforesaid of the said Exhibit A for the said Soobaroy Moodelliar this Respondents said fathers

Dubash

Dubash only was privy to such Execution of the said Deed and of such the Subscribing Testimonys thereto and therefore could alone point out where such subscribing Witnesses were to be found in order if needful to obtain their Testimony thereto And this Respondent sheweth that to the further part of the same Interrogatory to the same witness demanding "If he did know of any and what consideration in money or otherwise then / to wit at the time of the Execution of the said Exhibit A / or at any other time given and by whom and thro' whom delivered to the said Obligors for Executing the same Exhibit" the Witness deposes "That the sum of Four thousand five hundred Madras Pagodas was therefore paid to the said Obligors by the said Colonel Charles Fraser / this Respondents aforesaid father / at the time of Executing the same" And to the further Interrogation in the same Interrogatory contained of "Do you or do you not know who drew or procured to be drawn the Exhibit in Question and by whom was the same produced at the time the same was Executed" the witness answers That he doth not know by whom the said Exhibit was drawn but adds that it was produced by the Obligors at such the time of its being Executed" and to the concluding Interrogation of

the

the said Third Interrogatory desiring this witness to "again look at and carefully re-examine the said Exhibit A and thereupon to declare whether the same now is / to wit at the time of such Examination / as he the Witness did know or believe with the reason or causes of such his knowledge in the premises in the same state and condition in words and figures without alteration how otherwise as the same was immediately at the time of the Execution of the same" He the Witness replies "That having carefully looked at and again Examined the said Exhibit A that the same is in the same state and condition in words and figures without alteration as the same was delivered at the time of its Execution" And this Respondent saith and herein submits to this Honble Court that it is manifest and apparent by the whole of the said Soobarroy Moodelliars Deposition to this Respondents said Third Interrogatory that this Respondents said father did Bonâfide lend his money to the Executors of the said Exhibit A and that they did therefore duly Execute the same to him not only in the presence of those whose names appear Subscribed thereto but also in the presence of the Deponent who finally takes upon himself to swear that the Deed is and was at the time of such his Examination to the same in the like state and condition as at its Execution as fact he the witness could well depose to for this Respondent hath been by the said Witness informed and so doth verily believe the fact to be that such Deed or Exhibit was from the instant of its Execution until the delivery of the same into the hands of the Examiner of the said Mayors Court always in his the witnesses possession as the Dubash and confidential Servant of this Respondents said Deceased father but waiving all benefit of this Respondents knowledge in this respect this Respondent saith that it is sufficient to the maintainance of his right that the said Witness hath deposed to his having been present at the due and full Execution of the said Deed or Exhibit through his name doth not appear subscribed to the same and in as much as he hath shewn sufficiently that the residence of the subscribing Witnesses thereto not being known it therefore became impossible to procure their testimony and moreover as he hath likewise deposed that the Deed at the time of his Examination thereto was in the like perfect state in which he saw it delivered and Executed a circumstance which he could not have so confidently deposed as he hath done if the fact were not as this Respondent hath above stated to wit that the Exhibit was as aforesaid always in

Mor

in his own possession And this Respondent sheweth that the same Witness was Examined to the further Exhibit on this Respondents behalf in the cause marked **B** being the Bill of Sale from this Respondents fathers aforesaid Debtors to wit Munthaw Narrasima Somayanjalo and Latchemy Narsiah of the Two Bankshalls in the Pleadings mentioned to this Respondents said father And this Respondent Sheweth That to the Fourth Interrogatory put to the said Witness touching this Deed the said Witness did depose and say that the same was Executed in his presence by Latchemy Narsiah on behalf of himself and his Brother the said Narsima Somayanjalo in consideration of Three thousand Madras Pagodas being so much as this Respondent sheweth doth appear from the pleadings in this cause as written off from the aforesaid mortgage Debt Exhibit **A**. And the Witness saith that he also saw the Subscribing Witnesses to this Exhibit respectively subscribe the same but was unacquainted with their place of residence further than that he believed generally that they lived some where to the Northward And the witness to this Interrogatory lastly deposes that he hath again carefully Examined the Exhibit Interrogated to and is thereupon competent to declare that the same is in the like actual state and condition without alteration

alteration in words or figures or otherwise howsoever as it was delivered at the time of its Execution to this Respondents said Father from all which deposition of the said Witness to the said fourth Interrogatory touching the said Exhibit this Respondent doth say and humbly insist it is in full proof that this Respondents father had attained a Bonafide Bill of sale and actual Transfer to him and his Heirs for ever of the said Two Bankshalls before in Mortgage to him by the Exhibit **A** and having thus Established by Evidence this Respondents said fathers primary title to the premises and to the things or their value by the Bill or Pleading demanded This Respondent now proceeds to shew how the said Defendants have immediately become liable to satisfy to this Respondent as Representative of his said father the wrong and injury sustained On reference to this Respondents said fathers Bill of Complaint it will appear stated that he this Respondents said father having his title as aforesaid Established by the said several Deeds or Exhibits **A** and **B** to the said Two Bankshalls and a certain Quantity of Paddy on the same contained did direct his agent in Madras to sell the said Paddy when he was informed to his great surprise that the Petitioners

in

in this Cause in conjunction with others had set up some mortgage pretentions not only on the Paddy but on the Banksalls and that they had actually seized and possessed themselves of the same respectively and had affixed Locks on the Doors and had further given out that it was their determination to sell and dispose of the whole at outcry. And this Respondent sheweth from the said Pleading or Bill that it is thereupon stated that this Respondents said father did cause a Protest or Notice of his Right in the premises to be served on the said Petitioners and their abettors apprising them of the said Exhibits A and B and their operation to the End as this Respondent doth shew the words of the said Protest to run "That the said Parties and every of them might and should know and be advised of the said Colonel Charles Frasers rights and Claims aforesaid upon and unto the said Two Banksalls and the said Seventy Yarce of Paddy in the same respectively contained and that they and each of them the said Parties or their Representatives and all others pretending interest in the premises may be liable in time and place convenient to make restitution and reparation to the said Charles Fraser or his Representatives thereunto authorised for all wrong damage and

and injury sustained or to be sustained by the interference of the Parties from the seizure and detention of his Rights in the said act of Protest declared on". And this Respondent further Sheweth from the said Bill of Complaint that it is charged that notwithstanding the due service on the Parties of the said Protest yet that they did on or about the fifth Day of January following sanction and direct a Vendue or outcry sale of the Premises to wit of the said Two Banksalls and the said Paddy in the same contained by Messieurs Sharp and Keefhe Publick auctioneers and the Bill further charges that such directed sale was accordingly had on the Seven Day of the said month of January. This Respondent now proceeds to shew from selections Extracted from the said Petitioners answer the Effect of this charges leaving to this Honble Court to draw the conclusions this Respondent hath been as it appears justified in doing by the said Decree of the said Honble the Mayors Court in his favor In one part they say "That some time about the Sixteenth Day of December One Thousand Seven hundred and Ninety four they for the first time and to their great surprise were informed of the mortgage to this Respondents father of the two

Banksalls

Banksalls and Seventy Garce of Paddy by Mr. George Pasley one of the Notaries of the said Hon^ble the Mayors Court having on that Day affixed his Notarial Seal on the same at the Instance of this Respondents said father and a little further on they the Petitioners say but these Seals were taken off on a remonstrance with the Persons who acted as this Respondents fathers agents &c during his absence from Madras And again the said Petitioners in their answer say that notwithstanding that the said agents of this Respondents said father did on their representation cause Mr Pasley to remove his Notarial Seals from off the premises whereby they the Petitioners were left in the free and undisturbed possession of the said Banksalls and of the retailing of the Paddy in the same contained, yet that on the Twenty second day of the same month of December the same agents of the Complainant having as the Petitioners say they have heard and therefore did believe by pecuniary and clandestine means confederated with the agent of the Complainants supposed Debtors and so induced him to Join and Co-operate with them in the fraudulent attempt to oust the Petitioners and them the Creditors of the property &c assigned them and in their possession did cause another &c

Notary

Notary to affix his Seals on the like premises from which Mr. Pasley had withdrawn his whereupon the Petitioners say they Employed an attorney on whose enterference these latter Notarial Seals were in like manner withdrawn as the former and now the Petitioners say that having reason to apprehend from what they had experienced that some scheme was on foot to defraud and injure them and the other Creditors of Munthaw Narasinna Somayanjalo of their &c Just due they therefore determined at once to sell and dispose of by Publick auction of such part of the Paddy that had remained &c unsold on their hands together with the Banksalls and Godowns aforesaid and did to that end instruct the auctioneers in the &c Complaints Bill named and in manner and form as is therein charged and setforth And these Defendants further answering admit that a few days previous to the sale and disposal of the premises as aforesaid that the Complainant did serve the &c Protest in the Complainants said Bill setforth but as the same did not contain any other new or pertinent matter than the recital of the factitious Mortgage aforesaid these Defendants therefore submit they were not by Law or Equity bound to submit thereto Nor hath this Respondent shewn to this Honorable Court That his said

father

father did lend his aforesaid Debtors Muntha Narrasima Somayanjalu and Latchemy Narsiah Four thousand five hundred madras Pagodas on a mortgage of the Banksalls and Twenty Garee of Paddy in our Question this Deed Exhibit A bearing date the first day of the January One thousand Seven hundred and Ninety four That on the Eighth September in the same year this Respondents said father not being paid his Debt agreeable to his said mortgage Deed did accept from his said Debtors in lieu of Three Thousand Pagodas of the same a Bill of Sale of the said Two Banksalls That on the Sixteenth Day of the following December as by admissions in the said Petitioners answer and the proof appears against them that his this Respondents said fathers Madras agents finding the Petitioners and others in possession of the Banksalls and Paddy in Question did cause a Notarys Seals to be affixed on them but which Seals were withdrawn That on the Twenty Second Day of the same month another Notarys Seals were affixed on the same premises and also withdrawn and finally that a Protest was served on the Petitioners declaratory of this Respondents said fathers absolute right and Title to the things claimed and to close all this said Petitioners further admission that notwithstanding all these circumstances of Notority

of this Respondents said fathers right that they could not yet consider themselves bound by Law or Equity to attend to his said several representations What then it may be said remains but that this Respondent should now demand the Judgment of this Honourable Court in the cause But it may be shewn and this Respondent now proceeds to shew that Justice does demand a farther satisfaction in order that some punishment may follow for schemes so base and wicked as those which the Evidence in the cause doth establish have been planed and practised by the Petitioners and their associates to compass their intentions against this Respondents said father of property and to the shewing of which this Respondent now proceeds Marrawada Bonnapah one of the Witnesses Examined on this Respondents behalf deposed to two Exhibits marked C and D the one Exhibit purporting to be an order to him from his principals Munthau Narrajuna Somayanjalu and Latchemy Narsiah as their Gomastah to deliver over to this Respondents father agent or moorna the Banksalls and Paddy in the same contained the other of the said Exhibits being a direction to this Respondents said father agent by name Guntoor Venkata Chellah from the same parties to receive the possession of the same

same from the said Yomastah such Exhibits respectively bearing
date the Twenty Third day of November one Thousand Seven &
hundred and Ninety four and specifying the sale and mortgage
of the said Godowns and Paddy to this Respondents said father &
And this Respondent Sheweth that the said Witness on his Examination
as to the authenticity of such several Exhibits did depose that the
Two several Signatures subscribed at the foot of each of the said
Exhibits were of the respective hand writings of his said principals
the said Narasima Somayanjalo and Latchemy Narsiah and
that in consequence of the directions conveyed to him he did deliver the
Exhibit intended for this Respondents said fathers agent to him
informing him at the same time that the Keys of the Banksalls
in the said Exhibit mentioned and referred to had been taken
possession of by the Creditors of one Cya Narrainah the
Brother of his said Principals And this Respondent sheweth
that the said Petitioners having produced an Exhibit on their
behalf in the cause marked No. 3 purporting to be an original
Letter from Munthaw Narrasima Somayanjalo one of this
Respondents said fathers aforesaid Debtors to the said Witness
Maniveda Bannapah and bearing date the Seventeenth

Day

Day of April One thousand Seven hundred and Ninety four
this Respondent did therefore Exhibit an Interrogatory touching
the same to the said Maniveda Bannapah and of the truth or
falsity of the same having ever been written to him by the
person supposed or of his having ever before seen or received
such Letter to which Queries and others in the said Interroga-
tory more particularly defined the said Maniveda Bannapah
did reply in Effect as follows "That having Examined the
produced Exhibit No. 3 purporting to be a Letter addressed
to him the Witness from Munthaw Narrasima Somayan-
jalo with whose hand writing he is intimately acquainted
and can therefore and because he has frequently seen him
write certainly depose to it that he does not any where
distinguish in such Exhibit the hand writing of the said
supposed writer That having looked at the Cover in
which the Exhibit is produced to him folded up in form of a
Letter and bearing a Post Mark thus Post paid Ganam
Maddapollam 15th April 94 that he recognizes the same but
declares that the said Cover does not belong to the enclosed
Exhibit No. 3. but that it did formerly enclose and was
attached

attached to another Letter actually written to the Witness by a Brother in Law" The Witness is then shewn an Exhibit in the Cause on the behalf of this Respondent marked F and in Reply to the Interrogatory put to him thereon as to his knowledge of the same he says That it is the actual Letter bearing date the Eleventh April which came to him by post in the cover that now contains the Exhibit No 3. and the Witness adds that this cover bearing the post mark aforesaid and Exhibit do belong to each other the Exhibited seperately And the Witness being Interrogated as to the cause of such their seperated state accounts for the same by Saying" That one Ballakistna Pillay deceased and who was one of the Credetors of Eya Narrain and a Party associated with the Defendants in this Cause desired the Witness to Shew him the Letter he had received from his Brother in Law That he the Witness accordingly left it with this Ballakistna Pillay and that about Three days afterwards the said Ballakistna Pillay returned the Letter Exhibit F. only saying that the Cover was lost and the Witness says that being but a Stranger in Madras and not well known that the Cover of the Letter is addressed as customary to the said Eya Narrain who was his immediate present superior in the Service of his aforesaid Principals - And this Respondent sheweth that the Petitioners having annexed to their answer in the Cause a certain Exhibit Marked No 1. purporting to be an agreement from the said Witness Maravada Bannapah to them and others therein associated in interest in the cause by virtue of which writing they the Defendants and associates aforesaid did pretend an Exclusive and good Title in themselves to sell and dispose of the Two Banksalls and the Paddy in the same contained notwithstanding this Respondents said fathers interests as aforesaid in the same respectively this or Respondent did therefore Exhibit to the said Maravada Bannapah certain further or additional Interrogatories on his behalf in the cause as touching his the said Witnesses powers of intermeddling in the Concerns of this Respondents said fathers Debtors aforesaid and by what means he had been led to make or enter into any agreement in regard to the said Banksalls and Paddy in the same contained with the said Petitioners and other parties their associates aforesaid and in the said agreement particularly named

And

And this Respondent Sheweth that in Reply to such Interro-
-gation the said Witness did in substance depose That he was
in the years one Thousand Seven hundred and ninety four and for
four years previous thereto Employed in the service and affairs
of Munthaw Narrasima Somayanjalo and Latchemy Narsiah
in the Interrogatory described and in the capacity of a comicoply
and particularly in the said year One thousand Seven hundred
and Ninety four at Madras That he did in such capacity
act under a Person called Eya Narrain but that the said Eya
Narrain did not continue without intermission in authority over
him the Witness during the whole time of such his service for
that the said Eya Narrain had been obliged to abscond from
Madras in the said year one Thousand Seven hundred
and Ninety four on account of some debts he had Contracted and that
said
the superior place so held by the Eya Narrain on behalf of the Witnesses
aforesaid Principals was not afterwards that is after his absconding
from madras as aforesaid filled up by any other Person The Witness deposing
to the third Interrogatory there says That he did as comicoply to the said
Munthaw Narrasima Somayanjalo and Latchemy Narsiah when
the said Eya Narrainah so absconded take charge of Two Banksalls
having

having Rice and Paddy in them and being together with the
Rice and Paddy in them the property of his the Witnesses said
Principals That one of the said Banksalls was situated near the Company
Carpenters yard in the Black Town of Madras and the other of those
Banksalls near the place when the French Prisoners were in confinement
and that the Quantity of Grain in the same contained was Twenty Garce
of Rice and Seventy Garce of Paddy That he the Witness did receive
intimation from his said Principals the said Munthaw Narasimma
Somayanjalo and Latchemy Narsiah that the said Banksalls
together with the Paddy and Rice in the same contained were in
Mortgage to Colonel Charles Fraser this Respondents Employer
and that he the Witness did receive orders from his said Principals
to deliver over the said Banksalls and the Rice and Paddy in
the same contained to one Venkatachellum Gomastah of the said
Colonel Charles Fraser Saith that he did not obey such the orders
given him by his principals by reason that he was prevented
from Executing the same by the Creditors of the said Eya Narrain
who had as aforesaid absconded and which Creditors on learning
that he the Witness was about to deliver the said Banksalls
and their contents to the said Colonel Frasers said Gomastah
agreeable

agreeable to the orders transmitted him did thereupon carry
him the Witness to one Vencatachellum Chitty at that time
a prisoner in the fellons Jail where he the Witness was much
threatned and after wards conducted to the House of one Ballahistnarah
Pillay who took from him the Keys of the said Bankshalls and
then accompanied by others of the said Eya Narrains Creditors
proceeded to the said Bankshalls and assumed full possession of the
same and their aforesaid contents entirely dispossessing him the
Witness of the property so as aforesaid in his charge and custody And
Witness repeats that this seizure of the Bankshalls and Grain and
the Witness forcible dispossession from the same by the said ot
Creditors was subsequent to the intimation of this Respondents
said lien and property in the same and to his receipt of his
aforesaid Principals aforesaid Orders for delivery of the same to
this Respondents said fathers aforesaid Gomastha That such
dispossession by the said Creditors was forciple and not a ot
Voluntary surrender on the part of the Witness but compulsary
as stated and inforced by the threats of the said Eya Narrains
Creditors who told him that he should be flogged and ot
carried to Jail if he did not comply with their wishes" And

the

the said Witness deposing to the Exhibit N.1. setup in defence of the
Petitioners and annexed to their answer in the Cause did acknowledge
that he had put his name thereto but that had not been or
alowed to read what he was so compelled to subscribe That when
the said Exhibit was brought to him to sign he was told by the
Creditors of the said Eya Narrain / being as the Witness in this part
of his Evidence enumerates them / to wit Ballahistna Pillay
Iyyaram Doss Chella Vencatachelliah Gondamaraiejoo
Annundaroy Rawo Soobaroy Moodelly Bahoocootumbab
Charloo Astagary Sawmy and Cutta Verdapah
Chitty that they wished him to sign the said Paper to enable
them to contract with the merchants for the sale of the said
Paddy and Rice and that they would pay out of the proceeds
thereof what was due to this Respondents said father That
he the Witness continued to urge to them that the Property
was as aforesaid in mortgage and only suffered himself to be
prevailed on so to subscribe the said paper which they would
not suffer him to read on the assurance that out of the ot
proceeds of the sales that this Respondents said fathers
Mortgage would be assuredly satisfied" And

the

the same witniss in the deposition to the fifth Interrogatory says that about six days previous to his being obliged to put his Name to the foregoing Exhibit that the said Ballakistna Pillay being one of the Principal Creditors of the said Eya Narrains did promise him the Witniss to satisfy the said Mortgage debt due to Colonel Charles Fraser provided he would sign such Exhibit the purport of which he could only learn was this to enable the said Ballakistna Pillay and the other Creditors of the said Eya Narrains to Contract with Merchants for the sale of the Property — And this Respondent sheweth that tho the said Petitioners did prefer long and many Interrogatories to to Eighteen or a score of Witnesses yet that of all these five only as it appears have been Examined but not one of whom depose so as to throw a mite into the scale of defence nor indeed can it be discovered that any of all the said tedious

Interrogatories

Interrogatories do at all lead to ground a Defence — This Respondent therefore Returning from such an unintelligible jargon doth submit to this Honble Court as he hath on the Contrary as he trusts and satisfactorily supported his demand against the said Petitioners this clogged and fettered by them in the investigation with masses of irrigulars impediments supposed to blind the truth and defeat Justice by the darke detested Roads of fraud and meditated perjury and direct forgery the impression of which Several impulses too obvious to be mistaken by the Honourable the Mayors Court or placed to other account than the real one intended by the Petitioners and their confiderates led the said Court in framing their Decree to Tax the parties in Double Costs of Suit —

For all which Reasons and such others as may be offered at the hearing this

Respondent

the same witness in the deposition to the fifth Interrogatory says that about six days previous to his being obliged to put his Name to the foregoing Exhibit that the said Ballakistna or Pillay being one of the Principal Creditors of the said Eya Narrains did promise him the Witness to satisfy the said Mortgage debt due to Colonel or Charles Fraser provided he would sign such Exhibit the purport of which he could only learn was this to enable the said Ballakistna Pillay and the other Creditors of the said Eya Narrains to contract with Merchants for the sale of the Property — And this Respondent sheweth that tho the said Petitioners did prefer long and many Interrogatories to to Eighteen or a score of Witnesses yet that of all these five only as it appears have been Examined but not one of whom depose so as to throw a mite into the scale of defence nor indeed can it be discovered that any of all the said tedious

Interrogatories

Interrogatories do at all lead to ground a Defence — This Respondent therefore Returning from such or unintelligible jargon doth submit to this Honble Court as he hath on the Contrary as he trusts and satisfactorily supported his demand against the said Petitioners tho clogged and fettered by them in the investigation with masses of iniquitous impediments supposed to blind the truth and defeat Justice by the darke detested Roads of fraud or meditated Perjury and direct forgery the impression of which Several impulses too obvious to be mistaken by the Honourable the Mayors Court or placed to other account than the real one intended by the Petitioners and their confiderates led the said Court in forming their Decree to Tax the parties in Double Costs of Suit.

For all which Reasons and such others as may be offered at the hearing this

Respondent

the same witness in the deposition to the fifth Interrogatory says that about six days previous to his being obliged to put his Name to the foregoing Exhibit that the said Ballakistna Pillay being one of the Principal Creditors of the said Eya Narrains did promise him the Witness to satisfy the said Mortgage debt due to Colonel Charles Fraser provided he would sign such Exhibit the purport of which he could only learn was to enable the said Balla kistna Pillay and the other Creditors of the said Eya Narrains to contract with Merchants for the sale of the Property — And this Respondent sheweth that tho the said Petitioners did prefer long and many Interrogatories to to Eighteen or a score of Witnesses yet that of all these five only as it appears have been Examined but not one of whom depose so as to throw a mite into the scale of defence nor indeed can it be discovered that any of all the said tedious

Interrogatories

Interrogatories do at all lead to ground a Defence- This Respondent therefore Returning from such an unintelligible jargon doth submit to this Honble Court as he hath on the contrary as he trusts ana satisfactorily supported his demand against the said Petitioners this clogged and fettered by them in the investigation with masses of iniquitous impedi-ments supposed to blind the truth and defeat Justice by the darke detested Roads of fraud & meditatus Perjury and direct forgery the impression of which Several impulses too obvious to be mistaken by the Honourable the Mayors Court or placed to other account than the real one intended by the Petitioners and their confiderates led the said Court in framing their Decree to Tax the parties in Double Costs of Suit.

For all which Reasons and such others as may be offered at the hearing this

Respondent

Respondent most humbly prays that this Honble Court may be pleased to affirm the said Decree of the said Honorable the Mayors Court and to dismiss the Petitioners Petition with such additional Exemplary costs as their litigious conduct shall appear to deserve—

[Signed] John Wilkinson
Atty for Respdt

Court

Court of Appeals at Madraspatnam

Thursday the 5th day of January Anno Domini 1797.

Between Anundakistna Pillay and Anunda Rayer of Madras Merchants appellants and Thomas Augustus Fraser one of the Executors named in the last will and Testament of Charles Fraser late a Colonel in the Service of the united Company of Merchants of England trading to the East Indies under their Presidency of Fort St. George 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 Tuesday the 4th day of August Anno Domini 1796 upon

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 thinks fit to Order and Decree and doth accordingly Order and Decr. 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 this Court—

Ptur

To

To the Kings most Excellent Majest in Council

Between Thomas Augustus Fraser Executor of the Estate and Effects of Charles Fraser late a Colonel in the Service of the united Company of Merchants of England Trading to the East Indies under their Presidency of Fort Saint George but Since Deceased — Complainant and Aunanda Kistna Pillay and Aunanda Royer of Madras — Inhabitants Defendants —

The Petition and Appeal of the abovenamed Defendants

Humbly Sheweth unto your Most Excellent Majesty in Council

That the abovenamed Charles Fraser Did on the Twenty fifth Day of February in the year of Our Lord One thousand seven Hundred and Ninety five exhibit and file his Bill of Complaint in the Honourable the Mayors Court of Madraspatnam against — your Petitioners and Did therein and thereby amongst other things State that some time on or about the the first day of January — which was in the year of Our Lord One thousand Seven Hundred and Ninety four the Complainant Did lend unto certain persons residing at Nanapoor within the Jurisdiction of the said Mayors Court by name Munthaw Narasima Ahmayanloo and Letchemy Narasiah

Filed in my Office the 18th January 1797
J Webbe Clk

Narasiah a Sum of Four thousand and five hundred Pagodas of the Current of Madras and for Securing the Repayment of the same together with usance at and after the rate of Twelve per Cent per Annum on the first Day of June then after Next following the Complainant Did require that the said Munthawnarassima Somayayaloo and Letchemy Narsiah should Execute a mortgage Bond to the Complainant of Two Banksauls or Godowns Situate at Madras and a Quantity of Grain Called Paddy to wit Rice estimated at Twenty Garce being in Madras And the Complainant Did further state that the said munthaw Narassima Somayayaloo and Letchemy Narasiah in Compliance with the Complainants said Requisition Did Execute unto the Complainant their Mortgage Bond in words and effect following as by the Original of the same alleged to be in the Complainants posseſsion and Ready to be produced and proved when required by the said Mayors Court the Complainant Did Say would appear "Know all Men by these Presents that "we Munthaw Narrassima Somayayaloo and Letchemy "Narsiah do Mortgage Two Godowns and also Seventy Madras "Garce of Paddy in Madras belonging to us to Colonel Charles "Fraser for a Sum of Money borrowed from him Amounting to Four thousand and five hundred Madras Pagodas running at Interest at Twelve per Cent per Annum which we Promise to pay the first June Next from this Day at Narsapoore

January

January One thousand Seven hundred and Ninety four. Now the "Condition of this Obligation is that if the above bound Munthaw "Narrassima Somayayaloo and Letchemy Narsiah do not pay "the Sum of Four thousand and five hundred Madras Pagodas "with such Interest then when it may become Due according "to our Promise we Empower Colonel Charles Fraser to sue "us at Law by his Attorney and Seize the above said Two Godowns "with the Seventy Madras Garce of Paddy we mortgaged to him "and Sell it at the Public Outcry and Receive his money we hereby "Sign and Seal this Mortgage Paper the first January One "thousand Seven hundred and Ninety four in the presence of "the under Mentioned Witneſses" and the Complainant Did further State that the said Mortgage was Signed in the Gentoo Character by Munthaw Narrasima Somayayaloo and Letchemy Narsiah and Witneſsed by Sumpera Ramiah and Gumboody poody Soobaroyadoo and Sealed with the respective Seals of the said Parties so said to have Executed the same and the Complainant Did further State that the said alleged Mortgage not having been Discharged and paid unto him the Complainant agreeable to the Tenor as aforesaid set forth in the same and the Complainant insisting on his said Debtors the said Munthaw Narrassima Somayayaloo and Letchemy Narsiah paying off and Discharging their said alleged debt they the said Munthaw Narrassima Somayayaloo and Letchemy

Narsiah

Narsiah Did propose (as the Complainant Did State) to sell unto him the said Complainant the said Godowns and Banksauls stated to have been so as aforesaid in Mortgage unto him the Complainant for a Sum of three thousand Pagodas part of the said alleged Principal Debt of Four thousand and five hundred Pagodas to which said Proposal the Complainant Did state that he did assent and that the said Munthaw Narrassima Somayanaloo and Letchemy Narsiah did accordingly sell unto him the said Complainant the said Godowns and Banksauls by a Deed or Writing of Sale in the Gentoo Character bearing Date the Eighth day of September in the aforesaid year of our Lord One thousand Seven hundered and Ninety four and the said Complainant did say the following was a Copy of a true Translation thereof. "Translation of a Bill of Sale of Banksauls dated Baudrapadda Sudda Chahudasy Monday of Anunda year or Eighth September One thousand Seven hundred and ninety four We Munthaw Narrassima Somayanaloo and Letchemy Narsiah do give their Bill of Sale of Banksauls to Rajastry Col. Charles Fraser. Whereas we have Sold to you our Two Banksauls at Madras together with the Grains of Paddy for three thousand Pagodas and Recived the money at the very time of the Sale thereof thus we have voluntarily given this Bill of Sale and Signed Letchemy Narsiah by the Consent of Munthaw Narrassima Somayanaloo and

Witnessed

Witnessed by Gopaula Charoolu or Govenda Apiah And the Complainant Did further state that Subsequent to such pretended Bill of Sale of the said Two Banksauls or Godowns unto the Complainant by the said Munthaw Narrassima Somayanaloo and Letchemy Narsiah for three thousand Pagodas stated to have been in part Discharge of their said Alleged Principal Debt unto the said Complainant of Four thousand and five hundred Pagodas said to have been Secured by Mortgage on the Same as also on Seventy Garce of Paddy that the Complainant was advised by his said (alleged) Debtors that there was Contained in the said Banksauls the said Seventy Garce of Paddy to Discharge the Balance of the pretended Debt And the Complainant did further state that he did accordingly direct his Agent in Madras (he the Complainant then residing as stated at Ellore) to Sell the same when the said Complainant did allege to his great Surprise he was informed that certain persons pretending to be mortgages or otherwise Creditors of the said Munthaw Narrassima Somayanaloo and Letchmy Narsiah had Seized on the said Two Banksauls or Godowns together with the Paddy in the same Contained and that they had fixed Locks on the Doors of the said Banksauls or Godowns and that they Did give out that they were about to Sell and dispose of the same on their own Account by Publick Outcry and that they did refuse to permit the Complainants said Agent to possess the

Same

Same pretending that they knew not of any Claim or Title in the
Complainant to Support Such the Complainant pretension to
the possession of the same respectively and the Complainant did
further state that he the Complainant Did thereupon cause
a Protest or Notice to be Served on Several persons Described
to be those disturbing the Complainants pretended Rights and
which said Protest or Notice the Complainant did say was in
the words following By this Publick Instreement of protest
be it known to Bala Kistna Pillay Salla Vencatachelliar
Coovoor Soobaroya Moodilliar Ananda Row Coota Vardapah
Chitty Gayaram Dos Baukoocoolombah Charloo and
Austagherry Sawmy and every of them and in the event of
Death or absence of either of them unto each and every of their
Attornies Heirs or representatives Respectively as also unto
all and every other person and persons Interested or any how
concerned in the Premises herein after mentioned and set forth
that on this being the third Day of January in the year of our
Lord One thousand Seven hundred and Ninety five before me
John Wilkinson Publick Notary by Royal Authority duly
constituted appointed and Sworn residing and Practising
at Fort Saint George on the coast of Coromandell in the East
Indies Personally came and appeared One Goontoor
Vencata Roylo of Madras Dubash as being the Constituted
Attorney of Charles Fraser (a Colonel in the Service of the
United

United Company of Merchants of England Trading to the East
Indies under their presidency of Fort Saint George and Commanding
the Garrison and Forces of the said Company at Ellore under
their said Presidency / as the said appearer Declared would
appear by a certain Deed Poll or Letter of attorney from the
said Colonel Charles Fraser duly Executed under his hand
and with his Seal the same thereunto respectively set and
Subscribed bearing Date the Seventh Day of December in the
aforesaid year one thousand Seven hundred and Ninety four and
which Deed Poll or Letter of attorney the same being then and
there produced and shewn to me the said Notary by the said
appearer and by him the said appearer and by him the said
appearer Declared to be a true and Genuine Letter or Power
of attorney from the said Colonel Charles Fraser and Devolution
of his the said Charles Frasers Authority and Power in the premis-
-es by the same referred was in the words and figures following
that was to say - Know all men by this Presents that I Charles
Fraser Colonel in the Honourable Companys Service have made
Ordained Nominated authorised Constituted and appointed and
by these Presents Do make Constitute Ordain Nominate -
authorise and appoint Goontoor Vencata Roy also of Madras
to be my true and certain lawfull Attorney for me and in
my name and to and for my proper use and behalf to
Demand levy sue for recover and receive by all lawfal ways
and

and means whatsover from all and every person and persons whomsoever whom it doth shall or may concern all and every such Sum or Sums of money Debts Dues Goods Effects and things whatsoever that now are and shall be and Grow Due awing payable or belonging to me the said Charles Fraser upon or by vertue of any Bill Bond Book or upon Account of Trading or Dealing or upon any Account ways or means in any otherwise howsoever and if Need be to call to account and bring to a Rechoning all or any person or persons concerned in the premisses and upon Receipt and Recovery of all or any such Sum or Sums of Money Debts Dues Goods Effects or other things or any part thereof Sufficient Acquittances and Discharges for me and in my Name from time to time to make and give Giving and by thise Presents granting unto my said attorney full power and authority in and touching the premisses to Sue pursue Arrest attach Size Sequester impliad imprison condemn and prosecute and thence and thrf again to acquit discharge and out of Prison to release also for me to appear and my person to represent in all or any Court or Courts or other places as Demandant or Defendant in any Suit action or appeal for or by reason of the premisses likewise one or more attornies under him to Suit Substitute and appoint and at pleasure to revoke and Generally to do act and perform all other matters and things in and towards the premisses requisite

Requisite and necessary as fully as I myself might or could do were I personally persent and I do hereby ratify and confirm all and Singular whatsoever my said Attorney or his Substitute shall legally do or procure to be Done in and touching the premis-es In Witness whereof I have hereunto Set my hand and Seal in Ellore aforesaid this Seventh day of December one thousand— Seven Hundred and Ninety four /Signed/ C. Fraser / L. S. / Signed Sealed and Delivered where no Stampted Paper is to be had in the presence of / Signed / in the malabar Character / Soobaroyan and Pardanah " and the appearer then Declared to me the said— Notary that being so as aforesaid the constituted Attorney and Manager for the said Colonel Charles Fraser that he was— Directed to prosecute the recovery of a certain Sum of money due to the said Colonel Charles Fraser by Bond Executed— unto him by menthaw Narrassima Somayanjaloo and Letchemy Narsiah agreeable to the Tenor and condition in the said Bond Expressed and which Bond produced to me the said Notary by the said appearer is in the words and figures— following to wit. Know all men by these that we menthaw Narrassima Somayanjaloo and Letchemy Narsiah do mortgage Two Godowns and also Seventy Madras Garce of Paddy in Madras to Colonel Charles Fraser for a Sum of money borrowed from him Amounting to Four thousand five hundred Madras Pagodas running at Interest at Twelve perbent which we—

Promise

Promise to pay the first June Next from this day at Narsapar
One thousand Seven hundred and Ninety four Now the condition
of this Obligation is that if the above bound Munthaw Narras-
sima Somayanjaloo and Letchemy Narsiah Do not pay the Sum
of Four thousand five hundred Madras Pagodas with such
Interest thereon when it may become Due according to our
Promise we Empower Colonel Charles Fraser to sue us at
law by his attorney and Size the above said two Godowns
with the Seventy Madras Garce of Paddy we mortgaged to
him and sell it at the Publick Outcry and receive his
Money we hereby Sign and Seal this mortgage Paper the
first day of January One thousand Seven hundred and
nineby four in the presence of the undermentioned Witnesses
Signed in the Gentoo Character Narassima Somayanjaloo
and Letchemy Narsiah /L.S./ and Witnessed by Sumpara
Ramiah and Rumboody poody Soobaroyadoo and the said
appearer then Declared before me the said Notary that
Ballahistna Pillay Sulla Vencatashelliah Coovor Soobaroya
Moodaliar Aunanda Row Culla Vardapah chitty Seyaramve
Doss Bauhoocoolomba Chaurulos and Austagery Sawmy herein
before named some or all of them or their or some of their
attornies or representatives had or pretended to have some
right or claim in and to the said two Banksauls and
Seventy Garce of Paddy by the Deed or mortgage herein before
setforth

Setforth in Pledge to his the said appearer constituent the said Colonel
Fraser and that they the said parties or some of them were by
themselves their attornies representatives or agents taking steps
to convert and Seize and had actually converted and Seized
to their own use and purpose the said several Banksauls and
the said Seventy Garce of Paddy in the same contained and
had got Locks on the said Banksauls and did give out that
it was intended to Sell and Dispose of the said Two Banksauls
and the Paddy in the same contained to Satisfy to them or
some of them some pretended Debt claim or Demand insisted
on unknown to the appearer but in Opposition to the rights
of his the appearers constituent who the said appearer Did
Declare was not only entitled to hold from the reasons aforesaid
to his own use the said Banksauls and Seventy Garce of Paddy
but was also further entitled in full right to have and
enjoy the said Two Banksauls by vertue of a Bill of Sale to
him Executed for the said Banksauls by the owners of the
same the aforesaid Mortgagors the said Munthaw Narrassima
Somayanjaloo and Letchemy Narsiah and which Deed of Sale
as also an English translate of the same from the Gentoo
Language the appearer produced to me the said Notary the
said Translate being in the words and figures following
to wit, Translate of a Bill of Sale of Banksauls Dated
Bandrapauda Sudda Chaturdafsy Monday of aunanda year or
Eighth

Eighth September One thousand Seven hundred and Ninety four
We Munthaw Narrassima Somayanjaloo and Letchemy Narsiah
Do give this Bill of Sale of Banksauls to Rajastry Colonel
Charles Fraser whereas we have Sold to you our two Banksauls
at Madras together with the Grounds of Paddy for 3000 —
three thousand Star Pagadas and received the money at
the every time of the Sale thereof thes we have Voluntarily
given this Bill of Sale Witnesses Ganta Goapaula Charuloo
/Signed/ Goopaula Charuloo /Signed/ Govendapaiah by their
knowledge Drawn by aunanda Jogiah /Signed/ Letchemy Nansoo
by the consent of Narrassima Somayanjaloo a True Translation
as near as can be from the Gentoo Character /Signed Ranganaudan
Interpreter and the said appearer then to me the said Notary
for and on behalf of the Interests and Rights of his said —
Constituent Charles Fraser Declared to protest and required
of me the said Notary an Act of Protest and Notice to the said
Ballahistna Pilla Sulla Vencatasheliah Covoor Soobaroya Modilly
Aunanda Row Cutta Cardapah Chitty Jeyaram Doss Bauhoo-
=coolombah Chauraloo and Austagerry Sawmy their Repre-
=sentatives attornies and Agents and all others concerned
to the End that they and each of them might and should
know and be advised of the said Charles Fraser rights and
claims aforesaid upon and unto the said Two Banksauls and
the said Seventy Garce of Paddy in the same Respectively —
Contained

contained and that they and each of them the said parties or
their Representatives as aforesaid and all others Pretending —
Interest in the premisses may be liable in time and place —
conven-ient to make Restitution and Reparation to the appeare
said Constituent the said Charles Fraser or his Representatives
thereunto authorised for all wrong Damage and Injury —
Su-stained or to be hereafter Sustained by the Interference
of the said Ballahistna Pillay Sulla Vencatachelliah Covoor
Soobaroya Moodaliar Aunanda Row Cutta Vardapah Chitty
Jeyaram Doss Bauhoocoolombah Chauralo and Austagerry —
Sawmy or their Representatives as aforesaid from the Retention
of the said Charles Frasers Rights as aforesaid Declared on
with which request of the said appeaver on the behalf aforesaid
of his said Constituent the said Charles Fraser I the said
Notary Do think expedient and of Just right to Comply
and Do by these Presents give notice and do warn the said
Baulahistna Pillay Sulla Vencatachelliah Covoor Soobaroyah
Moodaliar Aunanda Row Cutta Verdapah Chitty Jeyaram-
Doss Bauhoocoolombah Chauraloo and austegerry Sawmy and
their Representatives as aforesaid and all others Interested
or pretending Interest in the premisses To the End that
right and Justice may prevail and that the said Charles
Fraser may on this Notice legally hold Accountable to him
and Amenable to Justice the said parties and their —
Representatives

Representatives aforesaid for all wrong hereto Done or hereafter to be
Done by the said parties or their Representatives as well as all
others in and touching the premisses aforesaid and hereby notifyed
In Testimony whereof I the said Notary Publick at the Instance
and Request aforesaid and to the Intent and meaning in this Act
of Protest and Notice Declared have hereunto Subscribed my
Name and set my Seal of Office in the presence of my clerks
Charles Carty the Day month and year herein first before written
/Signed/ John Wilkinson Publick Notary and Witnessed
"Charles Carty" And the Complainant Did further state that
such Protest was Served on the parties or their Representatives
in the same mentioned and that the knowledge of the same
Come to and was fully understood by them and /your Petitioner/
Annandahistnapillay Brother and Acting Representative of
Ballahistna Pillay in the said Protest named but who had
Departed this life as the Complainant Did Say he was advised
and Did believe and also by your Petitioner Annanda Royer
therein named. and the said Complainant Did further state
and Charge that Notwithstanding the said Protest and the
Notice thereon Conveyed that your Petitioners having confederated
with others Did afterwards that was to Say after the said
alleged Notice of the Complainants said Protest and alleged
Claim on the said Banksauls and Paddy in the same said
to have been contained, to wit. on the fifth Day of January
which

which was in the year of our Lord One thousand Seven hundred
and Ninety four Sanction or Direct by a written Order a
Cendal or Cutcry Sale of the same Respectively to be made in
the words and figures following "Translation of writing Jointly
given by A. K. Pillay and A. Royer to Messrs Sharp and
Heefhe Dated 5th January 1795. Whereas in Selling the Two
Doddies and 60 Garces of Paddy of Munthaw and allowing the
Commission at one per Cent per Doddy and four per Cent per
Paddy we are to Receive the Remainder of Money and the
Account Sale /Signed/ Sabaroyan by the Consent of A. K.
Pillay and A. Royer "that under such writing to the said
Sharp and Heefhee Directed they the said Sharp and Heefhee
being Public Auctioners that they the Said Sharp and Heefhee
Did on or about the Seventh Day of the said Month of January
aforesaid proceed to the Sale of and Did Actually Sell the
Said Two Banksauls the alleged Property of the Complainant
and Did also Sell the Paddy or Grain in the same respectively
contained unto the injury wrong /as alleged/ of him the Com-
plainant in the premisses in as much as the said Complainant
Did Say he had no other Security or Value from the said
Munthaw Narrassima Samayanyalso and Petcheny
Narsiah for his /alleged/ Orginal Loan to them of Four
thousand and five hundred Madras Pagodas and Interest
thereon from the said first Day of January One thousand
Seven

Seven hundred and Ninety four Save the said Two Banksauls and the said Seventy Garcas of Paddy in the same said to be Continued and allotted as the Complainant Stated by the said Munthaw Narrassima Somayanaloo and Litchemy Narsiah to the said Complainant as the fund for payment of his alleged Balance of Principal and Interest after the Deduction as stated if three thousand Pagodas as aforesaid the Price at which the said Banksauls as alleged were by the said Munthaw Narrassima Somayanaloo and Litchemy Narsiah Sold unto the said Complainant and your Petitioners Shew unto your most Excellent Majesty in Council the Complainants thereupon exhibited various frevolous Interrogatories and did in and by his said Bill of Complaint pray that the said other Defendants and your Petitioners might be Decreed to Deliver unto the said Complainant the said Two Banksauls or their Value in Damages together with the Seventy Garce or other Quantity of Paddy as aforesaid alleged to be Mortgaged to the said Complainant and in the said Banksauls Contained or its like value in Damages So that the Complainant might not lose the benefit of his said alleged mortgage for Four thousand and five hundred Madras Pagodas and Interest at the rate aforesaid therein then Amounting to the Sum of Five thousand Six hundred and thirty one Star Pagodas Twenty fanams and Twenty cash Current money of Madras and

And that the Complainant might be further Adjudged and Decreed to have of your Petitioners such other Recompence in Costs or otherwise by way of Damages for their alleged illegal and Audacious Contempt of all Justice as aforesaid and as to the said Mayors Court should seem Meet and your Petitioners Shew unto your most Excellent Majesty in Council that some time after the filing and Exhibiting of the said Bill of Complaint in the said Mayors Court against your Petitioners as aforesaid and previous to the Rules Prescribed by the said Mayors Court for your Petitioners to answer having expired the said Charles Fraser did Depart this life and the said Suit became thereupon abated and your Petitioners Shew unto your most Excellent Majesty In Council that the said Charles Fraser having some time previous to his said Decease duly made and published his last Will and Testament and therein and thereby Nominated and appointed Thomas Augustus Fraser above named Executor thereof and that the said Thomas Augustus Fraser Did duly exhibit and prove the same in the said Mayors Court in Its Ecclesiastical Capacity and having Obtained Probate thereof Did as Executor as aforesaid Exhibit and file a Bill of Revior in the said Suit and your Petitioners shew unto your most Excellent Majesty in Council that the said Suit having accordingly been Received your Petitioners Did Exhibit and file their Answer and Did

Therein

Therein and thereby amongst other things State that Munthaw Narrassima Somayanjaloo and Letchemy Narsiah Obligors in the Bond in the Complainants said Bill recited and set forth had for Several years past carried on an extensive Trade in Grain from Different parts of the Northward to Madras under the management of his Brother Eya Narrain whom he the said Munthaw Narrassimma Somayanjaloo Appointed his Agent for that purpose and that the said munthaw Narrassimma Somayanjaloo Did in the Cause of Business frequently request your Petitioners through his said Agent to Advise and Afsist his said Agent therein and that your Petitioners Did thereby became entimately Acquainted with him and your Petitioners did State that on or about the year of Christ One thousand Seven hundred and Ninety Two the said Munthaw Narrassimma Somayanjaloo being as your Petitioners were informed and did verily believe the truth to be desirous to enlarge his said Concerns in grain and being in want of money to enable him to do so and not being able to raise the same Did make known such his intentions and wants to your Petitioners and other persons therein after particularly Named and did Solicit the did and Afsistance of your Petitioners and other persons therein after Mentioned in the premifses towards furnishing him the said Munthaw Narrassimma Somayanjaloo with such Loans of money as he might from time to time

requisive

Require in his speculations of Trade as aforesaid and your Petitioners Did say that they your Petitioners and other persons therein after named being well Disposed to be Friends and Afsist the said Munthaw Narrassimma Somayanjaloo who Did at that time apparently support a good Character and credit in the Settlement did readily agree to make And accordingly did make the several Advances of each which the said Munthaw Narrasimma Somayanjaloo Did through his said Agent as aforesaid from time to time Require and which said Advances of Cash so made were made at the respective periods and for the Amount following that was to say on the Seventeenth Day of December One thousand Seven hundred and Ninety Two by C. V. Chitty the Sum of One thousand Pagodas on the thirtieth Day of June One thousand Seven hundred and Ninety three by Ballahistna Pillay the Sum of thirteen thousand and Nine hundred Pagodas on the Twelfth Day of October and year last Mentioned by the aforesaid C. V. Chitty the Sum of Two thousand Pagodas on the Twenty Sixth Day of January One thousand Seven hundred and Ninety four by the aforesaid B. K. Pillay the Sum of three thousand Star Pagodas on the Second Day of February and year last Mentioned the Sum of Four thousand Star Pagodas by A. Royer on the third Day of March and year last Mentioned the Sum of three thousand Star Pagodas by C. Vencatachelliah on the

fourth

fourth Day of the said Month and year the Several Sums following
By B. Charloo the Sum of One thousand Star Pagodas By —
J. Dofs the Sum of Two thousand and Five hundred Star Pagodas
By C. Soobarey Two thousand Pagodas and by Austagery Sawmy
One hundred Pagodas. And your Petitioners Did say that after
making the said Advances in Cash unto the said Munthaw
Narrassimma Somayanjaloo as aforesaid he the said Munthaw
Narrassimma Somayanjaloo Did considerably enlarge his
Transactions in Trade by making Several large Consignments
of Rice Paddy and Grain to his said Agent at Madras and
as the said Munthaw Narrassimma Somayanjaloo Did by
Reason of such Extention of his said Trade derive Considerable
benefit and advantage and your Petitioners Did not Entertain
the least Doubt fear a Suspicion Regarding the payment of the
Money so Advanced as aforesaid until the beginning of the
month of March and year of Christ One thousand Seven
hundred and Ninety four when your Petitioners Did learn
that the said Munthaw Narrassimma Somayanjaloo had
from some over sight or indiscretion in not insuring a
Considerable Quantity of Grain which he had Consigned to
his Agent at Madras Suffered a heavy loss by the loss of the
Vessel on which it was laden and your Petitioners Did state
that thereupon entertaining Serious apprehensions for the
Safety of their Money they Did apply through the means of the
Said

Said Agent of the said Munthaw Narrassimma Somayanjaloo for
Payment of the same and did well hope that although the said
Munthaw Narrassimma Somayanjaloo might not from his then
Recent Misfortunes have been enabled fully to Reimburse and
pay your Petitioners and other the Creditors aforenamed the several
Sums and Sum of Money so Advanced by them as aforesaid
yet that he would in Right and in Justice to your Petitioners
and others the said Creditors as aforesaid render and afford
them such Satisfaction as the nature of his Situation and
Circumstances would Admit of your Petitioners Did Say that
instead of hearing from the said Munthaw Narrassimma
they were soon afterwards informed that the said Agent of
the said Munthaw Narrassimma Somayanjaloo had with
Drawn himself from the Settlement and that the little of
the property belonging to the said Munthaw Narrassimma
Somayanjaloo that Remained in his Stores and Godowns was
left in a Precarious state and your Petitioners Did further state
that thereupon and in Order to Secure to themselves that
which was within their reach three of the Creditors aforenamed
to wit. C. V. Chitty B. Charloo and J. Dofs Did on or
about the Nineteenth Day of April and said year of our Lord
One thousand Seven hundred and Ninety four Exhibit and
file their several Bills of Complaint in the said Mayors Court
against

Against the said Munthaw Narrassimma Somayanjalo for the Amount of the Respective Sums of Money Due unto them as aforesaid and Did thereon by their Attorney in Court Severally Pray Warrants of Sequistration against the Goods Chattles and Effects of the said Munthaw Narrassimma Somayanjalo as by reference had to the Records of the said Mayors Court might appear and your Petitioners Did say that the said Munthaw Narrassimma Somayanjalo having as your Petitioners had heard and been informed thereof Did in the most prefsing Terms through the means of Marravadah Banapah another person who had appointed to Act as his Agent in the premisses Instruct your Petitioners and other the said Creditors to forbear pursuing any forceive measures against him and Declare that he was on his part Ready and willing to give to them every Satisfaction in his Power by an Afsignment of all his Bankfauls and Godowns in Madras and the Grain then Remaining therein together with all Consignments of such other Grain as he had Provided and Directed to be made to Madras and your Petitioners Did say that your Petitioners and other the Creditors aforenamed having agreed to the Accomodations so offered by the said Munthaw Narrassimma Somayanjalo Did Accept of the said Afsignment and the said Narravada Banapah Did for and on behalf of the said Munthaw Narrassimma Somayanjalo Execute unto your Petitioners and the said other Creditors as aforesaid a

paper

Paper Writing wherein and whereby after Reciting a part of the circumstances aforesaid and the power in him vested by the said Munthaw Narrassimma Somayanjalo he the said Narravada Banapah Did afsign and Set over into your Petitioners and other the Creditors aforenamed the Premisses aforesaid with full and absolute right Title and Authority to Sell and Dispose of the same and appropriate the monies arising from the Sale thereof towards the Rayment and Discharge of the said Several claims as by a Copy of Translation of the said Afsignment marked No. 1 to your Petitioners said Answer annexed for the Inspection of the said Mayors Court might and would more fully and at large appear and your Petitioners Did say that after the Executing and Delivery of the said Afsignment in order the better to establish and confirm the same if any such further Confirmation were Necefsary your Petitioners and others the Creditors aforenamed Did annex a Copy of the said Afsignment in a Letter directed to the said Munthaw Narrassimma Somayanjalo for his approbation and confirmation and he Did accordingly return the same with a Letter expreffing the Sorrow he felt at the loss of his Credit and as an Additional Security to the claims of your Petitioners and other the Creditors aforenamed Did State the hope he entertained of the Rayment of a large Sum of Money Due to him from the Company in Bengal and the Settling of every thing on the return of his Agent from that place as by a Copy of

Translation

Translation of the said Letter /marked No. 2/ to your Petitioners said Answer also annexed Reference being thereunto had — might and would also appear and your Petitioners Did in and by their said Answers set forth and state that upon the Receipt of the said Assignment and Letter as aforesaid your Petitioners and other the Creditors aforenamed who had not Sued the said Munthaw Narrassimma Somayanjalo in the said Mayors Court but who were about to Exhibit and file their Several Bills against the said Munthaw Narrassimma Somayanjalo did desist from pursuing Coercive Measures and C. N. Chitty B. Charloo and I. Dofs three of the Creditors before named and who had filed their Several Bills / Complaint against the said Munthaw Narrassimma Somayanjalo as aforesaid Did also Cease Prosecuting the same and your Petitioners Did Say that under and by virtue of the said in part recited — Assignment your Petitioners on behalf of themselves and by the Special Appointment and Direction of other the Creditors aforenamed on their behalf Did receive and take into their Charge and Custody of and from the said Munthaw Narrassimma Somayajulo the said Agent of the said Munthaw Narrassimma Somayajulo the said Bamksals and Godowns and the Grain therein Contained Amounting to about Garce of Rice and more and your Petitioners Did further say that same time afterwards to wit on or about the Tenth Day of June and year of Our Lord

One

One thousand Seven hundred and Ninety four having been informed that one of the Vessels with Paddy which had in and by the said Assignment of the said Munthaw Narrassima Somayanjalo been assigned over unto — your Petitioners and other the Creditors aforenamed had by Stress of weather spring a leak and been Obliged to put back to the Port of Doragapatnam to the Northward and that the agents of the said Munthaw Narrassima Somayanjalo at that port were unable from the want of Money to Transhipe the Paddy on board of some other Vessel to Madras your Petitioners Did at their own Costs Charge and Expence forward and supply the Money Requisite for the Transhipping of the said Paddy and the same having Accordingly been Reshipped Did arrive and was Accordingly landed and Received by your Petitioners at Madras Some time on or about the Twentieth Day of July and said year of Christ One thousand Seven hundred and Ninety four and your Petitioners Did further Say that the said Consignment of Paddy which your Petitioners Did as aforesaid receive and which was the only Consignment amongst the several others that were Assigned Over to your Petitioners that they Did So Receive did Amount to About Eighty Garces and no more and your Petitioners and Say that although the same was inconsiderable and would on sale and Disposal thereof allow but a poor and trifling Proportion to the Liquidation of the debt due

Due to them yet in Order to turn it to the greater Advantage they Did Determine to Sell and dispose of it by retail and your Petitioners did further Say that during the said Sale of the said Paddy as aforesaid to wit on or about the day of August in the said year of Christ One thousand Seven hundred and Ninety four your Petitioners and other the Creditors aforenamed were by Letter applied to by the said Munthaw Narrassima Somayanjaloo to grant him a Letter of Licence for the Term of Four years and your Petitioners and the Creditors aforenamed Did not agree thereto but were willing to allow him three years and did Accordingly signify such their offer to him the said Munthaw Narrassima Samayanjaloo who your Petitioners did say did at first as your Petitioners had heard and did believe the fact to be/ thankfully agree to the same but at length by the persuasion and Intrigues of certain persons in the Service of the Complainant as your Petitioners had since been informed and did verily believe the fact to be did Object thereto as insufficient and insist upon his being allowed the said Term of five years but the same appearing to your Petitioners as unreasonable they did refuse to grant that time to the said Munthaw Narrassima Somayanjaloo and your Petitioners did say that Some time afterwards that is to say on or about the Sixteenth Day of December and year of Christ One

2 Vol 1.

One thousand Seven hundred and Ninety four your Petitioners were for the first time and to their great Surprise informed of the Mortgage pretended to have been granted to the Complainant of the said Banksauls and of Seventy Garce of Paddy stated to have been in store therein by Mr. George Pasly one of the attornies of the Honorable the Mayors Court and Notary public having on that day affixed his Notarial Seal on the Said Banksauls at the Instance and Directions /as he did Say/ of the said Complainant And your Petitioners did further say that thereupon they Did make enquiry into the particulars of the said pretended Mortgage and were informed that the said Banksauls and the said Seventy Garce of Paddy which were pretended to be in store therein had been Mortgaged unto the Complainant Since the Month of January and year of Christ One thousand Seven hundred and Ninety four and your Petitioners Did say that as it was a fact of Publick Notoriety and as your Petitioners did hope to prove to the said Mayors Court that Neither in the said Month of January and year of Christ aforesaid nor for Several months Subsequent thereto was there in the said Godown or Banksauls any Quantity of Paddy other than a few Garce of Rice your Petitioners were therefore fully persuaded and convinced that the whole of the Complainants said mortgage was fictitious and that he had not nor ever could have had

any

any legal Right Title or pretintions in or to the said Premisses that if the said Mortgage Bond had ever been so executed by the said Munthaw Narrassima Somayanjaloo the same must have been so Executed in Collusion to injure and oppress your Petitioners and other the Creditors aforenamed in the premisses and to Deprive them of their Just and Equitable Title if and in the same and because your Petitioners would not agree to the letter of Licence so required as aforesaid And your Petitioners Did further Say that thereupon they did remonstate with the persons who Acted as Agents of the Complainant in his Absence at Madras and did intimate to them their firm Resolution of complaining against them if they did not take off the said Notarial Seal they had so procured to be affixed as aforesaid and your Petitioners Did say that the said Agent of the Complainant being as your Petitioners had heard and did verily believe convinced of the impropriety of the measure Did Accordingly Direct the said Seal of the said Notary to be taken off and your Petitioners were left in the free and undisturbed Possession of the said Banksauls and Godowns and of the Retailing of the said Paddy as in the said Answer before setforth until the Twenty Second Day of the said Month of December and year of Christ One thousand Seven hundred and Ninety five when the said Agent of the said Complainant having as your

Petitioners

Petitioners had heard and did really believe the fact to be / by pecuniary and Clandestine means Confederated himself with the Agent of the said Munthaw Narrassima Somayanjaloo and induced him to join and Co-operate with them in his the said Munthaw Narrassima Somayanjaloos fraudulent attempts in endeavouring to Oust your Petitioners and the Creditors aforenamed of the possession of the property assigned to and possessed by them as aforesaid did procure Mr. John Wilkinson Attorney of the said Mayors Court and Notary Publick to affix his Notarial Seal and which was accordingly affixed on the said premisses and your Petitioners did further Say that your Petitioners did thereupon employed an attorney at Law who as your Petitioners Did Say / they had heard and did believe the fact so to be / did make the Necessary application on Account thereof and that thereupon the said Seal of the said Notary was again taken off and your Petitioners again left in possession of the said Banksauls and Godowns and the Paddy therein contained And your Petitioners did further say that having had Reason to apprehend from what they had Experienced as above setforth that the said Munthaw Narrassima Somayanjaloo did Design and intend to Defraud and injure your Petitioner and other the Creditors in the said Answer aforenamed of their Just Due your Petitioners Did determine at once to Sell and Dispose by

Publick

Publick Auction Such part of the Paddy that had Remained unsold in their hands together with the Bankshalls and godowns so Assigned to them as aforesaid and did to that end instruct the Auctioneers in the Complainants said Bill named and in manner and form as was therein Charged and Setforth and your Petitioners on their said Answer Did further Admit that a few Days previous to the Sale and Disposal of the premisses as aforesaid the Complainant did Serve the Protest in his said Bill stated and Setforth But as the same Did not contain any New or pertinent matter than the recital of the fictitious Mortgage aforesaid your Petitioners Did Submit to the said Mayors Court that they were not by Law or Equity bound to attend thereto And your Petitioners humbly Shew unto your most Excellent Majesty in Council that to your Petitioners said Answer the Complainant Did Exhibit and file his Replication and Did therein and thereby amongst other things state that he did Admit that Munthaw Narrasimma Somayanjaloo and Latchemy Narasiah in the Complainants said Bill of complaint Named might have for Several years past Carried on Trade in Grain from Different parts of the Northward to Madras under the Management of their Brother Lyca Narrain in your Petitioners Answer named whom the said Munthaw Narrasimma Somayanjaloo and Latchemy Narasiah

Narsiah might for that purpose have appointed their Agent But the Complainant Did deny that the said Munthaw Narrasimma Somayanjaloo Did for such or any other purpose in the course of Business frequently Request your Petitioners through his said Agent to Advice and Assist him the said Agent therein or that your Petitioners Did thereby or by Reason thereof become intimately Acquainted with him And the Complainant Did further Say that he did not admit that the said Munthaw Narrasimma Somayanjaloo was in or about the year of Christ One thousand Seven hundred and Ninety Two / as your Petitioners were alleged to have pretended to have been informed and to have believed the truth so to be / desirous to enlarge his said Concerns in Grain or that being in want of money to have inabled him so to do or that being unable to raise the Same that he Did make known such is intentions and wants to your Petitioners or to any other person whomsoever or that he the said Munthaw Narrasimma Somayanjaloo Did for that purpose Solicit the Aid and Assistance of your Petitioners or of any other person whomsoever to furnish him with such Loans of money as he might from time to time / as the Complainant alleged was also pretended in and by your Petitioners said Answer / require in his pretended Speculations of Trade And the Complainant did further deny that your Petitioners or any other persons in your Petitioners said Answer Named being

disposed

Disposed to be friend and Assist the said Munthaw Narrassima Somayanjaloo although he might at that time have apparently Supported a good Character and Credit in the Settlement and did readily agree to make or that they did Accordingly make any advance of Cash to the said Munthaw Narrasima Somayanjaloo or that the said Munthaw Narrassima Somayanjaloo Did by himself or through his said Agent from time to time require your Petitioners or any other persons so to do or that your Petitioners Did Actually and bonafide make the Several advances of Cash Set forth in your Petitioners said Answer by the Speciab instance or order of the said Munthaw Narrassima Somayanjaloo For the Complainant Did say that if the said Munthaw Narrassima Somayanjaloo had been Actually Necessitated to Require such assistance from your Petitioners and others the alleged to be pretended Creditors in your Petitioners said Answer Named that he would of himself in Writing have applied to your Petitioners to make such advances and have granted his own proper Bond for the same and not by his Agent the said Eya Narrain who as the complainant Did Say he was informed and Did verily believe had not any Authority Vested in him to borrow any Sum or Sums of money whatever in the Name of his principal the said Munthaw Narrassima Somayanjaloo nor had the said Munthaw Narrassima Somayanjaloo as the Complainant

Did

Did verily believe any reason to, borrow any Considerable Sum of Money in the Settlement of Madras to Assist him in his Concerns at the Northward where his speculations and Concerns of Grain entirely Depended and not in Madras as your Petitioners were alleged to have pretended wherefore the Complainant did say he had reason to believe that if your Petitioners and the several persons in your Petitioners said Answer Named had at all lent or Advanced any Sum or Sums of money to the said Eya Narrain the same must have been so borrowed and Received for his the said Eya Narrains own Sole Use and purpose and not for or on Account of them the said Munthaw Narrassima Somayanjaloo and Latchemy Narsiah or either of them and the Complainant Did further Deny that the said Munthaw Narrassima Somayanjaloo did after the alleged to be pretended advances of Cash said to have been so made to him by your Petitioners or other the persons Named in your Petitioners said Answer Considerably enlarge his Transactions in Trade or otherwise make several large Consignments of Rice Paddy and Grain to his said Agent at Madras but on the Contrary the Complainant Did say and so he alleged the truth would appear that the Several Consignments of Rice Paddy and Grain set forth in and by your Petitioners said Answer and said to have been made by the said Munthaw Narrassima Somayanjaloo to

his

His said Agent at Madras were so made through the
assistance of the complainants Testator the said Charles
Fraser for the said Complainant Did say as he was informed
and Doubted not but that he would in Due time prove
to the Satisfaction of the said Mayors Court that the said
Munthaw Narrassima Somayanjaloo and Latchemy narasiah
Did not make any large Consignments of Rice Paddy
and Grain to their Agents at Madras until some time
in the year of Christ One thousand Seven hundred
and Ninety three and which time the said Munthaw
Narrassima Somayanjaloo and Latchemy Narasiah in
Order to Extend their Consignment of Grain etcetera
more than what they had Heretofore been Accustomed
to Do as Grain was at that time Scarse at Madras
and not having the means to Extend their views as
aforesaid and understanding that the Complainants
said Testator had at that time a large Quantity of Paddy in
the Possession of one Ramavandaloo a Respectable Merchant at
Colingaputnam to the Amount of Ten thousand Pagodas
and upwards did apply to the Complainants said Testator
to grant an Order on the said Ramavandaloo to let them have
the same on Credit for a Short time for which a mortgage
Bond would be granted on the said Paddy payable with
Interest on Demand and the Complainant Did further

State

State that his said Testator after Due enquiry being made into
the Credit an Responsibility of the said Munthaw Narrassima
Somayanjaloo and Latchemy Narsiah and approveng of the proposals
they had made of Securing the Money by a Mortgage on the
said Paddy as aforesaid Did grant an Order to the said
Ramavandaloo to Deliver to the said Munthaw Narrassima
Somayanjaloo the Paddy aforesaid for the Sum of Ten thousand
Pagodas and to Obtain a mortgage Bond from them for the
said Sum of Ten thousand Pagodas all which was Done which
Grain the complainant did allege was the extensive Consignments
and enlargement of Trade alluded to by your Petitioners in
their said Answer and the complainant Did further say that
the said Munthaw Narrassima Somayanjaloo and Latchemy
Narsiah having as the complainant did Say he was informed
and Did believe derived great advantage from the Consignment
they made of the Paddy and Grain aforesaid in the said year
of Christ One thousand Seven hundred and Ninety three did
thereby become enabled to pay off and Discharge their then
Bond Debt to the complainants said Testator at the time
limitted for that purpose and the complainant did further
state that the said Munthaw Narrassima Somayanjaloo
and Latchemy Narsiah afterwards being in want of a Loan
of Four thousand five Hundred Madras Pagodas to Enable
them further to prosecute their views as aforesaid Did some

time

Time on or about the first Day of January and year of Christ
One thousand Seven Hundred and Ninety four Apply to the
Complainants said Testator for the same who lent it on the
Security of a Mortgage on the Two Bankshalls at Madras
and Seventy Garce of Paddy then at Colingapatnam but
about to be sent to Madras and the Complainant Did
further Say that his said Testator Did so renew his dealings
with the said Munthaw Narrassima Somayanjaloo and
Latchemy Narsiah from their former punctuality and the
Complainant Did further in his said Replication state that
the said Munthaw Narasima Somayanjaloo and Latchemy
Narsiah having Shortly thereafter to wit, in March following
a further Occasion for a Sum of Ten thousand Madras Pagodas
to Answer like pursuits and Speculations in Trade did also
apply for the same to the Complainants said Testator who in
like confidence granted an Order to the said Munthaw
Narrasima Somayanjaloo and Latchemy Narsiah on the aforesaid
Ramavadanloo Near Checacole / who was the Complainants said
Testator Native Agent at that place / for the said Sum of
Ten thousand Madras Pagodas and that the said Ramavadanloo
not having at the time / as it did appear / ready money in
his hands Did offer to Supply the said Munthaw Narrasima
Somayanjaloo and Latchemy Narsiah with Grain for such
Amount which offer was by the said Munthaw Narrasima
Somayanjaloo

Somayanjaloo and Latchemy Narasiah agreed to and the said
Ramavadanloo Did accordingly on the Eighth Day of March in
the said year of Christ One thousand Seven hundred and Ninety
four furnish the said Munthaw Narrasima Somayanjaloo and
Latchemy Narsiah with Grain for the Amount of the said
Sum of Ten thousand Madras Pagodas and Obtain their Mortgage
Bond for the Same on the Paddy and Grain so then Received
of him and which Grain with other Grain that the said
Munthaw Narrasima Somayanjaloo and Latchemy Narsiah
had purchased from the said Ramavadanloo formed a further
part of the large Consignments of Grain stated by your
Petitioners in and by their said Answer to have been made
by the said Munthaw Narrassima Somayanjaloo and Latchemy
Narsiah to the Agent at Madras through the means of and
by the Assistance of your Petitioners and other the alleged pretended
Creditors as aforesaid the Contrary whereof the Complainant did
Say was the fact and which if Needful the Complainant alleged
he would in due time prove to the Satisfaction of the said
Mayors Court and the Complainant Did further deny what
was stated in the said Answer / to wit / that the said Munthaw
Narrasima Somayanjaloo and Latchemy Narsiah in the
Complainants said Bill Named had some time in the
begenning of the Month of March and year of Christ One
thousand Seven hundred and Ninety four through some
Oversight

Oversight or in discretion in not Insuring a considerable quantity of Grain which they had Consigned to their Agent at Madras Suffered or Sustained a heavy Misfortune by the loss of the Vessell on which such Grain was laden for the Complainant Did say as he was informed and did verily beliue the truth so to be that the Several Consignments the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah had made of the Paddy and Grain Purchased by the afsistance of the Complainants said Testator were all safely landed at Madras without loss and though the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah might have had / as the same was said to be pretended by your Petitioners / and Sustained any loss in their Consignments as aforesaid yet that your Petitioners could not Justly and of right entertain apprehensions therefrom Because the Com-plainant did say he was informed and did hope that the same would in due time appear to the Satisfaction of the said Mayors Court That your Petitioners and others the respective Creditors in your Petitioners said Answer Contained Did not at any time whatever lay out and Advance to the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah the Several Sums of Money setforth in your Petitioners said Answer or that they Did through the Agent of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah apply

Apply for any Payment or that the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah had any knowledge of any Debt due from him to your Petitioners for the Complainant Did say it was but Reasonable to Conjecture that if your Petitioners and others the Creditors in your Petitioners said Answer mentioned had actually lent and Advanced the monies so alleged to have been Advanced by them the complainant did Say that the same must have been so borrowed by the said Eyah narrain under some Supporting Document power or authority on the said Eyah narrains part to produce and shew for their Security in trusting him so as to Charge his principal and which power of evidence thereof if any their was the said Complainant Did say and pretend it was but fair and Reasonable that your Petitioners should have shewn and setforth but which your Petitioners had not done and the Complainant did therefore Say that the Money if any had been lent by them your Petitioners and the other Creditors or persons in their said Answer named to the said Eyah narrain must have been at their own Risk and on his the said Eyah narrains Responsibility For though it was Asserted in and by the said Answer that they your Petitioners Did apply through Eyah narrain to the said Munthaw Narrasima Somayanjaloo for the payment of their Advances yet it was also Admitted that they had not

Received

Received any Answer on the Subject and that Shortly afterwards it was discovered that his said Agent Eyah narrain had absconded from the Settlement of Madras aforesaid and the Complainant Did in and by his said Replication further say that it might have been true that the said Eyah narrain had borrowed Several Sums of Money from your Petitioners and others the persons Named in their said Answer under the pretence that the same was for the said Munthaw Narrasima Somayanjaloo and that he did grant Bonds for the same as Agent for the said Munthaw Narrasima Somayanjaloo But the Complainant did Say he had heard and did verily beliue the fact so to be that he the said Eyah Narrain Never did advice his said principal thereof But that on being urged for payment he might have informed your Petitioners and others the persons Named in their said Answer that he was about to Receive from the said Munthaw Narrasima Somayanjaloo Sundry Consignments of Paddy and other Grain and that he would on Receiving the same and from the produce thereof Discharge the Debts by him Contracted But the Complainant did say he would in due time Establish that the said Eyah narrain was informed by his said Principals the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah and also by the Complainants said Testators Servants that the Grains then Consigned to Madras was in mortgage

Mortgage to him the Complainants said Testator and also that Orders were at the same time strictly given and sent to him the said Eyah Narrain that he should with all convenient Speed sell and Dispose of the same to Cancel such Debts as aforesaid described to become due to the Complainants said Testator whereupon the Complainant did state and upon the said Eyah Narrain finding himself disappointed in his views and dreading the detection of his fraudulent Transactions and deceit to his alleged Creditors he absconded the Settlement of Madras unknown to them and at the very time that a part of the aforesaid Consignments was then Landing and the Complainant Did say that the said Eyah narrain having as aforesaid absconded or eloped his pretended Creditors your Petitioners and others Named in their said Answer Combining and Considerating together Sought means to Seize upon the said Consignments of Grain so landing and to divest the same from their Original and Just purpose the discharge of the Debts alleged to be due to the Complainants said Testator as aforesaid and did for that purpose apply to Maravadah Bannapah one of the Conicopolies of the said Munthaw Narrasima Somayajaloo and Latchemy Narsiah to Deliver to them the possession of such the Paddy and Grain landed and their landing and likewise to Mortgage and assign over to them the Bandsails in Question together with the aforesaid Consignments of Grain and other properties of the said Munthaw Narrasima

Narrasima Somayanjaloo and Latchemy Narsiah to Answer the Respective Claims and Demands in their said Answer setforth urging that the same Originated in Actual Loans to the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah / and as your Petitioners humbly shew the fact was / and Promising the said Complainants did pretend to the said Naravada Bannapah on his Complying with their request a Bribe of Eight hundred Pagodas as the Complainant did Say he was informed But which your Petitioners do positively and Solemnly deny and the Complainant did further state that to accept of the same upon the said pretended Conditions he the said Naravada Bannapah did refuse as the said Complainant did say he was also informed producing at the same time the Letter of Instructions written to the said Eyah Narrain directing him the said Eyah Narrain to Dispose of the said Consignments to Satisfy the Mortgage thereon to the Complainants said Testator and moreover informing the said Creditors that the Two Banksauls were Actually Sold to the Complainants said Testator as would / the Complainant did say / in due time be Established and the Complainant did further state that your Petitioners and others the Creditors in your Petitioners said Answer setforth as aforesaid did Nevertheless take possession of the Grain and Two Banksauls as aforesaid and did dispose of the same in manner as setforth in the Complainants said Bill and the Complainant did further state that he did admit

for

for ought he knew to the Contrary that three of the Creditors in your Petitioners said Answer mentioned to wit Cutta Verdapah Chitty Bauhoocoolambah Charloo and Joyaram Dofs might with a View of Sequestring the Grain and Banksauls and to dispose of the same to Answer their Several and Respective Demands aforesaid had on or about the Nineteenth day of April in the said year of Christ One thousand Seven hundred and Ninety four as in the said Answer of your Petitioners was setforth Exhibited and filed their Several Bills of Complaint in the said Mayors Court against the said Munthaw Narrasima Somayanjaloo for the recovery of the respective Sums of Money / pretended as the Complainant did Say to be / due to them as aforesaid and that Sequestrations might have been prayed against the Goods chattles and Effects of the said Munthaw Narrasima Somayanjaloo but the Complainant did deny / as he did verily believe / that the said Munthaw Narrasima Somayanjaloo did ever Come to the knowledge of such their proceedings or that he did in Consequence thereof write in the most prefsing or any terms through the means of his / said to be pretended / Agent the said Naravada Bannapah entreat your Petitioners and others the / alleged to be / pretended Creditors aforesaid to forbear pursuing any Coercive measures against him or that the said Munthaw Narasima Somayanjaloo did at any time Declare that he was on his part ready and willing to give them every Satisfaction in his power by

an

An Afsignment of all or any of his Banksails and Godowns in Madras and the Grain Remaining therein together with all the Consignments of such Grain as he had Provided and Directed to be made to Madras for the Complainant did say that the said Munthaw Narrasima Somayanjaloo was aware that all and Singular the property aforesaid was in mortgage to the Complainants said Testators and that such promise would have been void and Nugutory and Serve no benificial purpose but the Contrary when the deceit of such a transaction should have become (as it soon thereafter would) Manifest and discovered and the Complainant did say that Notwithstanding the motives afsigned in your Petitioners said Answer wherefor the said Suitors did say they had withdrawn their Proceedings in the said Mayors Court against the said Munthaw Narrasima Somayanjaloo it was the complainant did say most probably because they were well aware and Conscious that all the property of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah then in Madras had been and then was mortgaged to or the property of the Complainants said Testator the said Charles Fraser and because they dreaded the legal delay which they Clearly fore saw must have been fatal to their pretensions when a knowledge of their Proceedings should have become Public to the Complainants said Testator and a more decisive Remedy then becoming Neceſsary to them

which

which was no leſs than Seizing into their own hands the Law and the Execution of it to Suit their purposes But which Act had happily for the Complainants Testator restored to the said Mayors Court the rights as aforesaid so alleged to have been flagatiously torn from it and had enabled him the Complainant under its Justice to Support his own pretended Right For the Complainant did Submit it would Clearly appear that the motives could not have been as by the Answer was pretended for that Munthaw Narrasima Somayanjaloo had through his alleged to be pretended Agent or Gomasta the said Maravada Bannapah agreed to Afsign Over to them all their the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah Banksails and Godowns and the Paddy or Grain in Store together with all the Consignments of such other Grain as he had Provided and Directed to be made but on the Contrary the Complainant said (as he had been informed and did verily believe the same to be) that the said Maravadah Bannapah did not of his own accord or by the Consent of the said Munthaw Narasima Somayanjaloo Offer any Afsignment of the property aforesaid to your Petitioners and other the pretended Creditors as aforesaid But on the Contrary and instead of so doing that the said Maravadah Bannapah did for a long time withstand all the said pretended Creditors Solicitations and Offers to Sign any Paper they having

prepared

Prepared and presented such to him for his Signature and which paper so at length obtained under his Signature was extorted from him by dread and compulsion as the Complainant did say he would thereafter (as he did trust and belive) estaiblish the said Maravadah Bannapah then being and Acting under them the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah in no other Capacity than as a Common Concopoly and without any written or other power to Act on the part and behalf of his said Employers to all or any of the intents and purposes Specified and setforth in the Recital of the said (alleged to be) pretended afsignment and of the Letter annexed to your Petitioners said Answer under Date as it was pretended Wednesday the Seventeenth Day of April no such letter having as the Complainant did trust to establish ever existed under the Signature of the said Munthaw Narrasima Somayanjaloo and addressed to the said Marravada Bannapah the same being as the Complainant had reason to believe a forgery and the Complainant Did further say that for aught he knew to the Contrary it might have been true that your Petitioners and ather the Creditors in the said Answer Mentioned as aforesaid did after they as aforesaid Fraudulently Obtained and extorted (as the said Complainant did unjustly allege) the said pretended Afsignment enclose a Copy thereof in a Letter Directed to the said Munthaw Narrasima Somayanjaloo for his approbation and Confirmation and that the said Munthaw Narrasima

28

Somayanjaloo did Actually return a Letter as setforth and annexed to your Petitioners said Answer But the Complainant absolutely Did deny that the said Munthaw Narrasima Somayanjaloo Did by such his letter if he had at all wrote the same Confirm or agree to Confirm all or any part of the (alleged to be) pretended Afsignment as aforesaid unjustly alleged to have been fraudulently Obtained (the Complainant Did say) by your Petitioners and ather the Pretended Creditors as aforesaid or that the said Munthaw Narrasima Somayanjaloo did in and by his said Letter in any manner whatever Acquiesce or encourage your Petitioners and ather the alleged to be pretended Creditors in their alleged Views of taking Pofsefsion of his property under the said (pretended) Afsignment well knowing as the Complainant Did state that whatever property he had in Madras was Sold and in Mortgage to the Complainants said Testator But on the Contrary the Complainant did state and humbly Submit to the said Mayors Court that it did appear on Inspection of the said Supposed Letter of the said Munthaw Narrasima Somayanjaloo Annexed to your Petitioners said Answer that the said Munthaw Narrasima Somayanjaloo so far from Confirming the said Afsignment after Acknowledging the receipt of your Petitioners and other the pretended Creditors Letter and the Copy of the stated to be pretended Afsignment aforesaid Did only Observe "That if My Latchemy Narsiah should come home Speedily I shall Consider and

"and Lettle every thing he did not come home at this time but wrote
"me that he would come within Ten days and therefore I delayed
"sending an answer to your Letter till now being in daily Expectation
"of the arrival of Latchemy Narsiah and as it will take up
"more Eight Days for the Coming of Latchemy Narsiah I have
"now wrote you this Letter least you Should think that
"I Neglected Answering your letter I shall send my Latchemy
"Narsiah to you to Madras soon after his arrival here which
"you are to take into Consideration" and the Complanant Did
further Say that it did no where appear by the Letter of the said
Munthaw Narrasima Somayanjaloo that he had after he had
Received the Copy of the /alleged to be/ pretended Assignment
aforesaid returned the same to your Petitioners and ather the
Creditors in your Petitioners said Answer Mentioned as aforesaid
by Expressing his approbation of the same and which the
Complainant Did say the said Munthaw Narrasima
Somayanjaloo would most probably have done had he admitted
the Claims or thought it prudent so to do in Order to shew
the Right of your Petitioners and athers /alleged to be/ the
pretended Creditors aforesaid may he could have granted to
them his own assignment instead of that of the said
Naravadah Bannapah and which the Complainant did say
your Petitioners and athers the pretended Creditors aforesaid
would if they were Justly entitled to the same have Sought to
Obtain

Obtain in preference of that of the said Narravadah Bannapah who then Acted in no other Capacity as before alleged than a Common Conivopoly to the said Munthaw Narrasima Somayanjaloo and Latchecmy Narsiah and the Complainant did deny that your Petitioners and others the said Creditors did as the same was pretended by them upon the Receipt of the said assignment and letter aforesaid and upon such Consideration for bear and desist from pursuing Coirceive measures against the property of the Complainants said Testator their Conduct therein being the Complainant did say more Reasonably impetable to the fears of the Conseguences partly above detailed for they dreaded the legal apposition of the Complainants said Testator pursuing the unevitable Event and therefore immediately and with a high hand and in defiance of all the legal Apposition that under the then Circumstances would have been opposed to arrest their injustice and avarice did Sell and Convert the whole of the same into Cash Deviding the spoil then plunder and thus forceing the Complainants said Testator under embarassed Circumstances almost bereft of his all and at the close of life to appeal to the said Mayors Court to Support him and his family against such Rapine and to punish the Prepetrators all which assertions were unjust and errelevant to the matter in Question nor were they in any wise thereafter proven but on the Contrary refuted

by

By the general Conduct of your Petitioners who had rested upon the fair and equitable Principle only of Securing their own Rights and had Received the assignment in a legal and bonafide manner for a Valuable Consideration whence your Petitioners humbly Submit to your most Excellent Majesty in Councils the said Charges of Rapine and Plunder are impertinent and unwarrantable and the Complainant said that he did not know nor was it Material to the Justice of his Cause as he did humbly Submit to the said Mayors Court whither or no the said Munthaw Narrasima Somayanjalo did at any time apply to your Petitioners and other the pretended Creditors as aforesaid to grant him a Letter of Licence for the Term of Five years or for any other time or what the result of such application might have been the several assertions of your Petitioners on that head being as the Complainant did Say impertinent and no way Connected with the matters in Issue before the said Court and the Complainant for further Replication did say that he would in due time establish the Contrary Regarding your Petitioners having only heard for the first time on or about the Sixteenth day of December and year of Christ One thousand Seven hundred and Ninety four of the mortgage granted to the Complainants said Testator of the said Banksauls and Seventy Garce of Paddy and that they were well Acquainted thereof long previous

Previous to the time they did as aforesaid fraudulently Obtain as the Complainant did unjustly state the said assignment from Miravadah Bannapah and the Complainant did admit it might be true at the time he Obtained a Mortgage on the Banksauls and the Seventy Madras Garce of Paddy to wit on the first Day of January one thousand Seven Hundred and Ninety four that there might not have been any Paddy in the said Banksauls Save a few Garce of Rice But the Complainant said that he would in due time establish that the Complainants said Testator considering the Two Banksauls which the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah offered to give in mortgage to the Complainants said Testator as aforesaid insufficient and the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah being then possessed of a Quantity of Seventy three and a half Madras Garce of Paddy at Coulingapatnam that they offered to give the same also in mortgage to make up such defficiency and which said Seventy three and a half Garce of Paddy they the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah did Promise to consign to Madras to be deposited in the said Banksauls and there to Remain til they could be enabled to Discharge the said Sum of four thousand and five Hundred Madras Pagodas which they were

were then about to borrow from the Complainants said Testator and the Complainant said that his said Testator having agreed to such Proposal the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah did accordingly Execute unto the Complainants said Testator the Bond aforesaid on the said Banksauls and Seventy Garce of Paddy allowing the remainder three and a half Garce of Paddy to Answer the Wastage of Import and Export and the Complainant said that Shortly after Executing the Mortgage Bond aforesaid the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah did accordingly Export the said Seventy three and a half Garce of Paddy to Madras and Caused the same to be Deposited in the said Banksauls to Answer the intended Purpose and which Paddy was so there Deposited and did so remain in the same until your Petitioners in manner aforesaid and as the same was Acknowledged in their said Answer did possess themselves thereof and the Complainant further said that the Said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah having as aforesaid Mortgaged to the Complainants Said Testator the Banksauls and Seventy Garce of Paddy on the said first day of January and year of Christ One thousand Seven hundred and Ninety four and being unable to discharge such their Debt by Reason of the under Procedings of your Petitioners and ther the Creditors in your Petitioners Said

Answer —

Answer set forth as aforesaid who had as aforesaid (untruly alleged) fraudulently Possessed themselves of the Consignments were reduced to the Necessity of Disposing of the said Banksauls to the Complainants said Testator in part Discharge of their said Debt wherefore and from what the Complainant had therein before setforth the Complainant did humbly Submit to the said Mayors Court what degree of Credit could be given to your Petitioners said Answer and the Several unjust unfounded and improbable assertions (untruly said to have been) contained in the same and your Petitioners further shew unto your most Excellent Majesty in Council that to the Complainants said Replication your Petitioners did Exhibit and file their Rejoinder and did therein and thereby amongst other things for Rejoinder State that Notwithstanding the denial of the Complainant The said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah did by their Agent Eya Narrain frequently Request your Petitioners to advise and assist him in the Dealings and Translations in Grain Carried on by the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah and otherwise in manner and form as the same was setforth and Expressed in your Petitioners said Answer and that thereby and by Reason thereof your Petitioners did become intimately acquainted with the said Eya Narrain and that the said Munthaw Narrasima Somayanjaloo did under the Circumstances

en

In the manner and for the Reasons in your Petitioners and others the Creditors in their said Answer also Named for did and afsistances in Money and otherwise and your Petitioners and the said Creditors did accordingly lend and Advance to the said Munthaw Narrasima Somayanjaloo Considerable Sums of Money from time to time as the same was required by the said Agent of the said Munthaw Narrasima Somayanjaloo and for the Reasons and inducements as the same are particularly Setforth in the said Answer of your Petitioners and your Petitioners did say that the said Advances of money were actually and bonafide made at the Special Instance and Request of the said Munthaw Narrasima Somayanjaloo through his said Agent and your Petitioners did say that the reasoning of the Complainant in Opposition to the said facts as setforth in your Petitioners said Answer was altogether fallacious for your Petitioners did say that it was Customary in the Dealings between Natives to Regard the Agent Gomasta exactly in the same Manner as the Principal himself were he on the spot and to regard all his acts as the Acts of his Principal and equally binding and your Petitioners Did say that the said Eya Narrain as the Agent of the said Munthaw Narrasima Somayanjaloo had full Power and Authority to take up money on his the said Munthaw Narrasima Somayanjaloos Account and to grant

Bonds

Bonds therefor in his name and your Petitioners did say that he the said Munthaw Narrasima Somayanjaloo aptly had Occasion to take up Sums of Money to enable him to Carry on his Speculations in trade was evident and easily to be proved and was well known to the Complainants Testator and Probably to the Complainant himself although he did not Admit the fact and Notwithstanding the said Munthaw Narrasima Somayanjaloo might have purchased the Grain in which he Chiefly dealt to the Northward yet his funds for making such purchases were Principally if not wholly Drawn from Madras where the greater part of the said Grain was Disposed of and other Quantities or parts thereof were disposed of in Bengal and other places and therefore his said Speculations could not have Defended entirely on the Northward as erroneously stated by the Complainant in his said Replication and therefore the Conclusion Drawn from such Premises must have been as they really were untrue and your Petitioners Did Say as in their said Answer the same was setforth that Owing to the large Sums of Money by the said Munthaw Narrasima Somayanjaloo by his said Agent obtained of your Petitioners and other Persons at Madras he was enabled to enlarge his dealings in Trade and make large Consignments of Paddy Rice and other Grain to his said Agent as setforth in your Petitioners said answer and not Owing to any Afsistance that he might have Received

from

from the complainants said Testator and the complainant Did say that if the complainants said Testator had lent and Advanced any sum of Money to the said Munthaw Narrasima Somayanjaloo as they lived together in the same place or very Near each other it was not to be Supposed or Concluded therefrom that the complainant would have so far Departed from the Custom invariably observed to the Northward Between European Lenders and Native Borrowers and advance any Sum of Money whatever to the said Munthaw Narrasima Somayanjaloo without Ample Security on the Spot for the Repayment thereof or if as the complainant would insinuate the Security granted to his said Testator was on the grain by the said Munthaw Narrasima Somayanjaloo sent to Madras he would Doubtless have Obligied him to Consign the same to his the Complainants said Testators Agents there and your Petitioners Did say that although the Complainant (who was a very Young man) might have been and Probably was unacquainted with any Consignments of Grain to Madras by the said Munthaw Narrasima Somayanjaloo at an Earlier Period than the year of Christ One thousand Seven hundred and Ninety three yet your Petitioners did say and (as the fact was) that the said Munthaw Narrasima Somayanjaloo Did make such Consignment as in their said Answer the same was Stated and Particularly Setforth and your Petitioners Did say that the

the said complainant in and by his Bill of complaint had Declared that for the Sum of Money therein pretended to have been Advanced by the complainants said Testator to the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah he the complainants said Testator did require of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah a Mortgage of Two Banksauls and Seventy Garce of Paddy Stated to be then in Madras and the complainant in his said Replication Did say that the said Paddy was not at Madras but at a place Called Colengapatnam your Petitioners Did in and by their Rejoinder Say the complainant had falsified his own Declaration in his said Bill of complaint contained and your Petitioner Did therefore Submit to the said Mayors Court that such variance or falsification did and ought to make in support of your Petitioners Because in and by their said Answer they had declared that there was not any Paddy in the said Banksauls belonging to the said Munthaw Narrasima Somayanjaloo at the time the said pretended mortgage thereof was made and thereupon your Petitioners humbly Contended that the said mortgage was fictitious and that the complainants said Testator had not nor ever had any legal Right title or pretentions to the Grain on Account whereof he had brought his said Bill in the said Mayors Court and your Petitioners did humbly Submit that the facts as Stated in their said Answer were the more to be relied in

as

As the Complainant in Order to meet those facts had contra-
dicted those setforth in his said Testators said Bill of Complaint
and your Petitioners did say that they had no knowledge of
the large Transactions and Dealings between the Complainants
Testator and the said Munthaw Narrasima Smayanjaloo as
setforth in the said Replication but your Petitioners had
heard that the Complainants said Testator was from his
Situation as a Military officer in the Service of the
Honorable the United Company of Merchants of England
aforesaid Prohibited from entering into any such Transactions
and thereupon the Complainant Did verily believe that no
such transactions Did ever exist between him and the said
Munthaw Narrasima Smayanjaloo and further Did say
that if the Case had been otherwise the same Could not have
had any Relation to the matters in Question before the said
Mayors Court and your Petitioners did further Say as in and
by their said Answer they had already said that they did
learn at the time in their said Answer setforth that the
said Munthaw Narrasima Smayanjaloo had by the Neglect
in their said Answer particularised or of Some other nature
Sustained a very heavy loss and your Petitioners did entertain
Serious apprehensions in Consequence thereof and thereupon
did together with the said other Creditors in the said account
named apply to the said Agent of the said Munthaw Narrasima

Smayanjaloo

Smayanjaloo for Payment of their Just and respective Debts but
what the said Agent or Gomasta instead of Paying the same or
giving to your Petitioners and the said other Creditors any
Satisfaction in the Premisses Did with Draw himself or abscond
from the Juresdiction of the said Mayors Court and your
Petitioners Did say that they and the said other Creditors in
their said Answer Named also did lend and Advance to the
said Munthaw Narrasima Smayanjaloo by and through his
said Agent or Gomastha the Several Sums of Money in their
said Answer Setforth and that the said Sums were so advanced
to the said Eyah Narrain the Agent of the said Munthaw
Narrasima Smayanjaloo knowing the said Agent to be professed
of full and Sufficient Powers from his Principal the said
Munthaw Narrasima Smayanjaloo to take up the same but
your Petitioners Did say they did not believe it had ever been
Customary for Persons who had Dealings with a Native agent
or Gomasta to Demand and Receive from him the Powers
granted to him by his Principal and that it would have been
absured to have made to him a Requisitions of such a Nature
although the Complainant in and by his said Replication
Suggested that your Petitioners ought to have done so in order
that they your Petitioners might have Produced the same in
this Cause And your Petitioners Did say that the Complainant
in and by his said Replication did Admit that the said

Eyah

Eyah Narrain might have borrowed from your Petitioners and the said
Creditors in their said Answer Named the several and respective Sum
in their said Answer setforth and that he might have granted Bo
on Account thereof as the Agent of the said Munthaw Narrasim
Somayanjaloo and that he the said Complainant had also in his said
Riplication admitted that the said Eyah Narrain was the Agen
of the said Munthaw Narrasima Somayanjaloo but then he said
that he did verily believe that the said Eyah Narrain had bee
advised his said Principal thereof but that he might have
informed your Petitioners and the said other Creditors on being
for Payment that he was about to Receive Consignments of Gr
from the said Munthaw Narrasima Somayanjaloo for the liquidat
of the said Bonds and therefore and thereupon your Petitioners di
Say that if the fact had been exactly as the Complainant has
stated it to be the said Munthaw Narrasima Somayanjaloo
would have been equally Accountable for the Payment of the
contracted by his said Agent in his Name as persons who ha
had Transactions and Dealings with an Agent could not be
known nor was it their business to know what Communicatio
he the said Munthaw Narrasima Somayanjaloo had with
what advise he might have given to his Agent who stood in
place or stead of his said Principal and who was bound by
Act of his Agent but your Petitioners Did say that the Real
fact was as they had setforth the same in their said Answer
that

that the Consignments of Grain from the said Munthaw Narrasima
Somayanjaloo to his said Agent Eyah Narrain were not for the
purpose of Discharging any Mortgage thereon to the Complainants
said Testator as asserted in the Complainants said Replication
and that he the said Agent was not Instructed by the said
Munthaw Narrasima Somayanjaloo to Sell and Dispose of
such Grain for the benifit of the Complainants said Testator
But on the Contrary your Petitioners did Say that the same
was Consigned to the said Agent for the purpose of paying
off and Satisfying the Amount Due to your Petitioners and
to the said other Creditors in your Petitioners said Answer
named and they did further say that they your Petitioners
Did verily believe that the Complainants Testator had not any
manner of Claim whatever on the said Munthaw Narrasima
Somayanjaloo at the time in his said Bill of Complaint
setforth but that he did Confederate himself with certain
persons in Manner and from and for the unjust purposes
as in your Petitioners said Answer the same was setforth
and your Petitioners Did further Say that the said Agent
did not abscond for the Reasons in the Complainants said
Replication setforth but for those in your Petitioners said
Answer Contained and to the Assertions in the said
Replication contained that your Petitioners Did apply to

Maraviadah

Maravadah Bannapah to Deliver to them / your Petitioners / certain Grain which the Complainant Did say was then Landing and to Mortgage to them the Banksails in Question and other proper-ties of the said Munthaw Narrasima Somayanjaloo Promising a Bribe of Eight hundred Pagodas to the said Maravadah Bannapah on his Complaiance and that the said Maravadah Bannapah did refuse to Act as so Desired and Did produce to your Petitioners a Letter of Instructions to the said Agent to Dispose of the said Consignments for the benefit of the said Complainant and inform your Petitioners and the said other Creditors that the said Banksails were Actually sold to the Complainants said Testator and your Petitioners did say that the whole and every part thereof was without any manner of Foundation in truth and so the same Did fully appear by the exhibits to your Petitioners said Answer Annexed and which were of themselves a full and perfect Refutation of the charges in the said Bill of Complaint Contained and the matters and things Setforth in the Complainants said Replication and your Petitioners did say that they had in and by their said Answer Shewn the manner and Authority by which they Acquired the Possession of the Premisses in Question and by which they did afterwards Sell and Dispose thereof and that the Complainants Statement of the fact was Erroneous and untrue

and

And your Petitioners did further Say that the said Munthaw Narrasima Somayanjaloo was well Acquainted with the Steps taken by his Creditors at Madras and did in Pressing and earnest terms write to them on Account thereof though the means of the said Maudavana Bannapah to forbear pursuing Coerceive measures promising them every Satisfaction in his power by an assignment of his property at Madras and on the Consignments of Grain he had Directed to be made thither Notwithstanding the assertion of the Complainant to the Contrary and your Petitioners did further Say that in the Letter of the said Munthaw Narrasima Somayanjaloo a Copy of which was annexed to the said Answer no mention whatever was made of the Complainants Testator and the said Letter was therefore Conclusive Evidence that at that time the Complainants said Testator had not any claim on the said Munthaw Narrasima Somayanjaloo at least that he had no claim on any property belonging to him at Madras and that the Mortgage Set up by the Complainants said Testator and the pretended purchase of the said Banksails were altogether Fictitious and fraudulent and your Petitioners did say that the Suits Instituted in this Honorable Court against the said Munthaw Narrasima Somayanjaloo as in your Petitioners said Answer mentioned were with Drawn or Proceedings thereon Stayed for the Reasons in their said Answer Contained and not for the Reasons untruly setforth in the Complainants Said

Replication

Replication and your Petitioners Did say that it was not on account of any apprehensions they could have Entertained from the pretended Claims of the Complainants Testator that they sold and Disposed of the said Grain and Banksauls for that the Complainants Testator having caused the seals of Notaries Public to be affixed thereon did afterwards conscious that he had no right or title to enterfere therein and feaving the consequence that might have ensued from the measures he had pursued did cause the said Seals to be taken from off the said Banksauls and did leave your Petitioners and the said other Creditors of the said Munthaw Narrasima Somayanjaloo in the full posession of the premises and further your Petitioners did say that they had set forth in their said answer the reasons for Selling and Disposing thereof and your Petitioners did deny the insinuation in the Complainants Replication Contained that the said Maravadah Bannapah did not of his own accord or by the Consent of the said Munthaw Narrasima Somayanjaloo offer a consignment of the said Property to your Petitioners and the said other Creditors or that his Signature was extorted from him by dread and Compulsion or otherwise and your Petitioners did say that the Letter from the said Munthaw Narrasima Somayanjaloo did Carry on the face of it evidence to the contrary

Contrary of such the insinuation of the Complainant and did shew that the said Maravadah Bannapah was fully authorised and Empowered to Act in the premisses for and on Account of the said Munthaw Narrasima Somayanjaloo who had in and by his said Letter ratified and confirmed the Acts of the said Maravadah Bannapah and your Petitioners did say that the said Letter was not written to the said Maravadah Bannapah but to your Petitioners and the said other Creditors of the said Munthaw Narrasima Somayanjaloo and therefore even if the said Maravadah Bannapah had not Received as the Complainant would Suggest any Powers from the said Munthaw Narrasima Somayanjaloo (but which your Petitioners Did say that he had) yet the said Munthaw Narrasima Somayanjaloo had by his said Letter to all intents and purposes ratified the Acts of the said Narravadah Bannapah in the Premisses Notwithstanding the Reasoning made use of by the Complainant to shew the Contrary. And your Petitioners did say that their Characters and Situation in life and the Characters and Situation in life of the said other Creditors did place them above the improper Language made use of by the Complainant in his said Replication and they did therefore think it unnecessary to take any Notice thereof and your Petitioners did say that they considered it as

Necessary

Necessary to setforth in their answer the particulars Regarding the Letter of Licence required of them by the said Munthaw Narrasima Somayanjaloo in Order to illustrate his the said Munthaw Narrasima Somayanjaloos Conduct towards them and the said other Creditors in their said Answer Named and his Collusive transactions in the Premisses and did aver that the fact was as they had stated the same to be in their said answer and which your Petitioners did say did contain a true Account of their own knowledge Touching the pretended Mortgage of the Complainants said Testator and your Petitioners did say that they had been Advised that the other parts of the Complainants Answer not Rejoined unto were altogether irrelevant or that the Same was refuted by their said Answer upon Oath.—

And your Petitioners humbly Shew unto your most Excellent Majesty in Council that upon the Several pleadings aforesaid being had in the said Cause Issue did Join and Rules did pass for the Examination of Witnesses and Witnesses were Accordingly Examined on the part and behalf of the Complainant as well as your Petitioners.—

And your Petitioners Shew unto your most Excellent Majesty in Council that Soobaroy Moodaliar Dubash a Witness Examined on the part and behalf of the Complainant

Complainant to the Second Interrogatory did Depose that he was in the Service of the said late Colonel Charles Fraser in the Capacity of Head Dubash for the space of Twenty years and that he was intimately Acquainted with his affairs and money Concerns. and to the third Interrogatory on the part and behalf of the Complainant the said Witness did Depose that he had looked at the Exhibit Produced and Shewn to him at the time of his Examination marked 1. and said that he did know the apparant Obligors in the said Exhibit Named to wit Narrasima Somayanjaloo and Latchemy Narsiah and that he did know that the same was Executed by the said Obligors in the office of Colonel Charles Fraser Deceased in the presence of him the Deponent and the two Subscribing Witnesses thereto Sumpara Ramiah and Amboody poody Soobayodoo and that he did see the said Witnesses fix and Subscribe their Signatures thereto and he believed the said Witnesses then resided to the Northward but he did not know in what particular place. that the sum of Four thousand five hundred Madras Pagodas was paid to the said Obligors by the said Colonel Charles Fraser at the time of Executing the said Bond that he did not know by whom the said Exhibit was Drawn but that it was Produced by the Obligors at the time of Executing it

and

and that he the Deponent had carefully looked at and Examined the said Exhibit and said that the same was in the same state and Condition in words and figures without alteration as the same was at the Execution thereof And to the fourth Interrogatory on the part and behalf of the Complainant the said Witness Did depose that he had looked at the Exhibit B. then also produced and said that the same was Executed in the presence of him the Deponent by the aforesaid Latchemy Narsiah by the Consent of Narrasima Somayanjaloo in Consideration of the Sum of three thousand Madras Pagodas to them in hand paid by the said Colonel Charles [illegible] and also in the presence of the Witnesses who Subscribed their Names thereto in the presence of them the Deponent that he believed the said Witnesses then Resided to the Northward but could not Say in what particular place or places that he the Deponent had again looked at and Carefully Examined the said Exhibit and Declared that the same was then in the same state Condition in words and figures as the same was Declared at the time of Executing the same

And your Petitioners Shew unto your most Excellent Majesty in Council that Narravadah Bannapah another Witness Examined on the part and behalf of the Complainant To the fifth Interrogatory did Depose that he had looked at the

the Exhibits C. and D. Shewn to him at the time of his Examination and the Two Several Signatures Subscribed at the foot of each Exhibit and Declared that the Signatures were of the respective hands Writing of the Persons by whom they were Signed Viz! Narrasima Somayanjaloo and Latchemy Narsiah that he Received the Exhibit marked C. from the said Narrasima Somayanjaloo and Latchemy Narsiah and that he in consequence Delivered the said Exhibit to one Guntoo Vencatashelliah because the Keys of the Bankcauls in the said Exhibit mentioned had been taken Possession of by the Creditors of one Eyah Narrain the Brother of the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah

And To the Sixth Interrogatory on the part and behalf of the Complainant the said Witness did Depose that he had looked at the Exhibit then shewn to him marked No 3. purporting to be a letter addressed to him the Deponent from one Munthaw Narrasima Somayanjaloo that he did know the hand Writing of a Man of the Name of Munthaw Narrasima Somayanjaloo and that he resided Near Coringa and that he Deposed to his hand Writing because he had often seen him write that he did not in the Exhibit then produced to him any where Distinguish the hand Writing of the said Munthaw Narrasima Somayanjaloo nor did he know whose

whose hand Writing the said Exhibit was that he had looked at the cover in which the said Exhibit was Produced and folded up bearing a post mark thus "post paid four fanams Maddapollam 11th April 94" and Declared that the said Cover did not belong to the said Exhibit No 3. but that it enclosed another Letter to him the Deponent from his Brother in Law Setteraumiah that he had looked at the Exhibit E. produced and Shewn to him under date the aforesaid Eleventh Day of April and said that it was the letter which Came enclosed in the abovementioned Exhibit No 3. and the said Exhibits E and No 3. did of right belong to each other that the Reason why they had then become Seperate was that one Ballakistna Pillay Deceased one of the Creditors of the aforesaid Eyah Narrain desired him the Deponent to Shew him the Letter he had Received as aforesaid from his Brother in Law Setteraumiah which he did accordingly and left it with him about three days afterwards the said Ballakistna pillah returned to him the Deponent only the Exhibit E. Saying that the Cover was lost that not being well known in Madras his Letters were always addressed to the aforesaid Eyah Narrain to whom the Cover in Question Marked No 3. was likewise Directed—

aind

And your Petitioners shew unto your most Excellent Majesty in Council that the aforesaid Maravadah Bannapah being again Examined on the part and behalf of the Complainant to the Second Additional Interrogatory did Depose that he was in the year One thousand Seven hundred and ninety four and four years previous thereto Employed in the Service and affairs of Munthaw Narrasima Somayanjalo and Latchemy Narsiah in the Capacity of a Conecopolly and Particularly in the year of Christ One thousand Seven hundred and Ninety four at Madras that he did in such Service Act under a Person called Eya Narrain but that in Authority over him the Deponent during the whole time of his Service having been Obliged to Abscond from Madras in the year One thousand Seven hundred and Ninety four on Account of Some Debts he had contracted that the said Eya Narrains Situation was not during his Absence filled by any other persons To the third additional Interrogatory on the part and behalf of the Complainant the said Witness did Depose that he did as Conicapoly to Munthaw Narrasima Somayanjalo and Latchemy Narsiah when the said Eya Narrain Absconded take charge of two Banksauls having Rice and Paddy in

them

them and being together with the Rice and Paddy so therein
Contained the Property of the said Munthaw Narrasima
Somayanjaloo and Latchemy Naasiah that one of the said
Banksauls was Situated near the Companys yeard in
Black Town and the other near the place where the
French Presoners were then Confined and that the quantity of
Grain Contained therein was Twenty Garce of Rice and
Seventy Garce of Paddy that he did receive intimation from
the said Munthaw Narrasima Somayanjaloo and Latchemy
Narsiah that the said Banksauls together with the
Paddy and Rice therein Contained were mortgaged to
Colonel Fraser that he did Receive Orders from the said
Munthaw Narrasima Somayanjaloo and Latchemy Narsiah
to Deliver over the said Banksauls and the Rice and
Paddy therein Contained to one Vencatachellum Gomastha
to the said Colonel Fraser that he did not Obey such
Orders by Delivering the same being prevented by the
Creditors of Eya Narrain who as soon as they heard that he
the Deponent was to Deliver the said Banksauls and the
Rice and Paddy therein Contained to the said Colonel Frasers
Gomastha carried this Deponent to one Vencatachellum
Chitty who was at that time in the Felons Goal when he
the Deponent was treatened very much and afterwards
brought

Brought to the house of one Ballahestnapillay who took the Keys of
the said Banksauls from him and who with some other Creditors
took posession of the property so in the Custody and charge of
him the Deponent that the Delivering thereof was Subsequent
to the intimation of an incumbrance existing thereon and that
the same was Delivered Subsequent to the Receipt of Orders for
the Delivery of the same to
the use of the mortgage that such Delivery was
not Voluntary on his part but Compulsory as already stated
Owing to the treats of the Creditors of the said Eya Narrain
who told him he should flogged and Carried to Goal if
he did not Comply with their wishes and to the Fourth
Additional Interrogatory on the part and behalf of the
Complinant the said Witness did Depose that he had
looked at the Exhibit No 1. and Declared that he did
Execute the same that when the said Paper was brought
to him to sign he was told by your Petitioners Annanda
Row Ravoo Soobroy Moodilly Bahoocootumba Charloo
Rastagery Saumy and Lulla Vardapah Chitty that they
wished him to sign the said Paper to enable them to
Contract with the Merchants for the Sale of the said
Paddy and Rice and that they would pay out of the
proceeds thereof what was Due to Colonel Fraser the
Deponent having informed them that the said property was
mortgaged

Mortgaged to him which influenced him the Deponent to Sign the same althou they would not allow him to read the said Paper — To the fifth Interrogatory on the part and behalf of the Complainant the said Witness did Depose that Ballahistna Pillay the Principal Creditors of the said Eya Narrain did Promise about Five or Six Days previous to the Signing of the Exhibit above mentioned to Satisfy unto the Plaintiffs Testator the amount of his mortgage on the aforementioned property on Condition that he the Deponent would Sign the Exhibit above mentioned which he was given to understand was to enable the said Ballahistna Pillah and the other Creditors to Contract with the Merchants for the said Property. —

And your Petitioners Shew unto your most Excellent Majesty in Council that Parasooramah Dubash a Witness Examined on the part and behalf of your Petitioners to the third Interrogatory did depose that he had heard of One Munthaw Narasima Somayanjalo he did know that the said Munthaw Narrasima Somayanjalo did Carry on trade in Rice Paddy and other articles from Bengal and Colingapatnam and other Portsin the Northern Circars for the Period of three years to the

knowledge

Knowledge of him the Deponent that the said Munthaw Narrasima Somayanjaloo did trade in Grain and other articles from the said Northern Circars and Bengal thro Eyanarrain his Gomastha with Several Persons at Madras and the Deponent further said that the said Munthaw Narrasima Somayanjaloo did not carry on the said trade personally and directly but that he so Carried it on thro the means of the said Eya Narrain his said Gomastha that he had heard that the said Munthaw Narrasima Somayanjaloo did some time in the year of Christ One thousand Seven hundred and Ninety two thro the means of the said Eya Narrain apply to your Petitioner Ananda Roger Parvongalatar Ballahistna Pillay the Testator of your Petitioner Ananda Christnapillay Chellah Vencatashelliah Jayaramdoss Ravoo Soobarey Moodelly Bahucootamba Charloo hastegery Saumy and Cutta Caradapah Chitty for a Loan of large Sum of Money that Eya Narrain said that the purpose for which he wanted the said Money so Requested on Loan was to extend the trade of the said Munthaw Narrasima Somayanjaloo and that he the Deponent was informed by the above Mentioned Ballahistna Pillay that he had lent a large Sum of Money to the said Eyah Narrain on account of the said Munthaw Narrasima

Somayanjaloo

Somayanjaloo in consequence of the Application. —

To the third Interrogatory on the part and behalf of your Petitioners the said Witness did Depose that he did know one Eya Narrain late of Madras and that he had so known him about four or Five years that the said Eyah Narrain was not there at Madras and that he left Madras about three years ago but that he did not know where he went that the said Eya Narrain was Employed at Madras two years to the knowledge of thes Deponent as the Gomastha of the said Munthaw Narrasima Somayanjaloo that the said Eya Narrain did not continue to Act as Gomastha or Agent or in any other capacity at Madras to the said Munthaw Narrasima Somayanjaloo that the said Eya Narrain Discontinued to Act about three years ago as Gomastha to the said Munthaw Narrasima Somayanjaloo that the Deponent did know that the said Munthaw Narrasima Somayanjaloo did appoint One Maravada Bannapah to Act as his Agent or Gomastha at Madras in the Room and Stead of the said Eya Narrain that he did know one Maravada Bannapah then of Madras and that he had so known him three years that he did know that the said Maravada Bannapah did Act as Gomastha or Agent in the Room of the said

Eya Narrain

after his the said Eya Narrains
Eyah Narrain Departure from Madras that the said Maravada
Bannapah was Publickly Received and Acknowledged as the
agent or Gomastha of the said Munthaw Narrasima
Somayanjaloo that he the Deponent was present when the said
Maravada Bannapah did empower the abovementioned
Aunanda Royer the abovementioned Broongatoor Ballakistna
Pillay the Testator of your Petitioner Aunandakistna Pillay
your Petitioner Aunanda Royer Chullah Vencatachelliah
Jayaram Dofs Ravoo Soobaroy Moodelly Bahoocootumba Charloo
Hastigery Sawmy and Cutta Varadapah Chitty to sell and
Dispose of the Grain &c belonging to the said Munthaw
Narrasima Somayanjaloo on Account of the Money due to
them by the said Munthaw Narrasima Somayanjaloo. —

And To the fourth Interrogatory the said Witness did depose that he did see the Paper writing then produced and shewn to him marked N.1. Signed and Delivered by the said Maravadah Bannapah but that his Name was not set as a Subscribing Witness thereto. —

And your Petitioners Shew unto your most
Excellent Majesty in Council that Sausala Rangapah Chitty another Witness Examined on the part and behalf of your Petitioners to the Second Interrogatory did depose that he did not know Munthaw Narrasima Somayanjaloo but

But that he had heard of such a Person that the said Munthaw Narasima Somayanjaloo had Carried on trade from Bengal Ganjam Boondy Munsoorcottah and Colingapatnam for Twelve years and that he had Carried on such trade with Parungalator Ballahistna Pillay the Testator of your Petitioner Aunandahistna Pillay your Petitioner Aunanda Royer Chulla Vencatachelliah Jayaram Doss Ravoo Soobaroy Moodelly Bahoocootomba Charloo Hastegery Saumy and Cuttah Varadapah Chitty - that the said Munthaw Narrasima Somayanjaloo did not carry on the said trade personally and directly with such persons but Carried on the same thro the medium or means of his Agent or Gomastha Eya Narrain that the said Munthaw Narrasima Somayanjaloo did some time in the year of Christ One thousand Seven hundred and Ninety two thro the means of his said Gomastha Eyah Narrain apply to Parangalator Ballahistna pillay the Testator of your Petitioner Aunandahistna Pillay your Petitioner aunanda Royer Chullah Vencatashelliah Jayaram Doss Ravoo Soobaroy Moodilly Bahoocootumba Charloo Hastegery Saumy and Cuttah Varadapah Chitty beforementioned for a loan of thirty thousand Pagodas that the said Eyah Narrain did in the Name of the said Munthaw Narrasima Somayanjaloo at the time he made his Request say that it was

was for the purpose of extending his Concerns in Trade that Parungalator Ballahistnapillay the Testator of your Petitioner Aunandahistnapillay your Petitioner Aunanda Royer Chullah Vencatashelliah Jayaram Doss Ravoo Soobaroy Moodelly Bahoocootamba Charloo Hastegery Saumy and Cuttah Varadapah Chitty did make at Sundry times Advances of Cash to the Amount of thirty thousand Pagodas to the said Munthaw Narasima Somayanjaloo thro the means of his Gomastha the said Eyah Narrain in Consequence of the application as afore Interrogated unto by the said Eyah Narrain on behalf of the said Munthaw Narrasima Somayanjaloo And To the third Interrogatory on the part and behalf of your Petitioners the said Witness did depose that he did know one Eya Narrain late of Madras and that he had known him eight years that the said Eya Narrain was not at Madras But that he had left it upwards of Two years ago that he did not know where he went that the said Eya Narrain left Madras in Consequence of the importunities of the Creditors of Munthaw Narrasima Somayanjaloo aforesaid that he knew the said Eya Narrain was employed for the period of Eight years at Madras as Gomastha or Agent to the said Munthaw Narrasima Somayanjaloo that he had not heard that the said Eya Narrain was then Employed as

Gomastha

Gomastha or Agent for the said Munthaw Narrain
Somayany also But that the said Eya Nairain had dec
to Act as the Agent of the said Munthaw Narrasima S
at Madras upwards of Two years ago that the said
Narrasima Somayanjalos did appoint One Maravada
as his Agent or Gomastha at Madras in the room
stead of the said Eya Narrain that he the Deponent
Maravada Bannapah then of Madras and that he
him Six years that the said Maravada Bannapah
Gomastha or Agent for the Space of one year in the
the said Eya Narrain from Madras that the Deponent knew
said Maravada Bannapah was Publickly Accou
Achnowledged as the Agent or Gomastha of the said
Narrasima Somayanjalos that he also knew that the
Maravada Bannapah as Agent or Gomastha to the
Munthaw Narrasima Somayanjalos gave an Agreem
Parongatatoor Ballahistna Pillay the Testator of your
Senandahistnapillay your Petitioner Aunanda Roy
Chella Vincalachellah Jayaram Dofs Ravoo Soobanny
Bahooootamba Charloo Hastgery Saiumy and Cuttah
Varadapah Chatty to Sell and dispose of the Goo
belonging to the said Munthaw Narrasima Somay

To the fourth Interrogatory on the part and behalf of your Petitioner
the said Witness did depose that he did see the paper Writing
produced and shewn to him at the time of his Examination
marked N°1. Signed and Delivered by the said Maravadah
Bannapah but that his Name was not set as a Subscribing
Witness thereto To the Seventh Interrogatory on the part and
behalf of your Petitioner the said Witness did depose that the
said Maravada Bannapah did inform Parangatatoor
Ballahistna Pillay the Testator of your Petitioner Aunandahistna
Pillay your Petitioner Aunanda Royer Chellah Vencatachelliah
Jayaram Dofs Ravoo Soobanny Moodiliar Bahoocootamba Charloo
Hastgery Saumy and Cuttah Varadapah Chitty about three or
four Months after the said Eya Narrain had Departed from
Madras of some Damage or detriment having be fallen a
certain Vessell or ships on which a Cargo of Paddy had been
consigned by Munthaw Narrasima Somayanjalos for Madras
that the said Maravada Bannapah did Request the said
Ballahistnapillay the Testator of your Petitioner Aunandahistna
Pillay your Petitioner Aunanda Royer Chella Venatachellaah
Jayaram Dofs Ravoo Soobanny Bahoocootamba Charloo Hastgery
and Cuttah Varadapah Chitty freight a Vessell to Porayaiatt
patnam where the said Vessel had put in, on distress to bring
her cargo to Madras which they did accordingly and deliverg
the Cargo of the said Vessel to Madras To the Eveg Interrogatory

Gomastha or Agent for the said Munthaw Narrasima Somayanjaloo But that the said Eya Nairain had discontinued to Act as the Agent of the said Munthaw Narrasima Somayanjaloo at Madras upwards of Two years ago that the said Munthaw Narrasima Somayanjaloo did appoint One Maravada Bannapah as his Agent or Gomastha at Madras in the room and stead of the said Eya Narrain that he the Deponent knew one Maravada Bannapah then of Madras and that he had known him Six years that the said Maravada Bannapah did Act as Gomastha or Agent for the Space of one year in the room of the said Eya Narrain after the Departure of the said Eyah Narrain from Madras that the Deponent knew that the said Maravada Bannapah was Publickly Received and Achnowledged as the Agent or Gomastha of the said Munthaw Narrasima Somayanjaloo that he also knew that the said Maravada Bannapah as Agent or Gomastha to the said Munthaw Narrasima Somayanjaloo gave an Agreement to Paroongatatoor Ballahistna Pillay the Testator of your Petitioner Aunandakistnapillay your Petitioner Aunanda Royer Chella Vincalachelliah Jayaram Doss Ravoo Soobaroy Moodilly Bahoocootamba Charloo Hastgery Sawmy and Cuttah Varadapah Chetty to Sell and dispose of the Grain belonging to the said Munthaw Narrasima Somayanjaloo.

To.

To the fourth Interrogatory on the part and behalf of your Petitioner the said Witness did depose that he did see the paper Writing produced and shewn to him at the time of his Examination marked N. 1. Signed and Delivered by the said Maravadah Bannapah but that his Name was not set as a Subscribing Witness thereto To the Seventh Interrogatory on the part and behalf of your Petitioner the said Witness did depose that the said Maravada Bannapah did inform Parangatatoor Ballahistna Pillay the Testator of your Petitioner Aunandakistna Pillay your Petitioner Aunanda Royer Chella Vencatachelliah Jayaram Doss Ravoo Soobaroy Bahoocootamba Charloo Hastgery and Cutta Varadapah Chetty freight a Vessell to Porrayar patnam where the said Vessel had put in, in distress to bring her cargo to Madras which they did accordingly and did bring the Cargo of the said Vessel to Madras To the Twelfth

Interrogatory

Interrogatory on the part and behalf of your Petitioner the said Witness did Depose that he was Employed by Eya Narrain in the Service of the said Munthaw Narrasima Somayanjaloo as a Comicopoly for the Space of four years that he had Charge of certain Godowns or Banksauls of the said Munthaw Narrasima Somayanjaloo for the Space of four years that one of the said Banksauls was Situatid near the place where the French Prisonars were confined and the other near the Companys Carpenters yard and Manthreepagoda Vencataramiahs Godown that he did not recollect the Exact Quantity of Paddy that was within the said Godowns during the time he was so employed in charge of them but that there was in the Month of January one thousand Seven hundred and Ninety four Two and a half Garce of Rice that Neither the Complainant nor any other person on his behalf did ever pretend to have any claim or title in the said Godowns and Banksauls or of any Grain contained in the same. And your Petitioner humbly Shewn unto your most Excellent Majesty in Council that Camala Singeah Merchant another Witness Examined on the part and behalf of your Petitioner To the Fourth Interrogatary did depose that he did see the Paper Writing produced and shewn to him at the time of his Examination Marked No 1. Signed and Delivered by one Maravada Bannapah and that his Name set and Subscribed as a Witness thereto was of his the Deponents proper

Proper hand Writing. —

To the fifth Interrogatory on the part and behalf of your Petitioners the said Witness did depose that he did See the Paper Writing produced and shewn to him at the time of his Examination marked No 1. and purporting to be an Assignment from Maravada Bannapah the Gomastha of Munthaw Narrasima Somayanjaloo Executed and Delivered by the said Maravada Bannapah to Chellah Vencatashellah Gundamarajoo / your Petitioner / Aunanda Royer Parangatatoor — Ballakistna Pillay (the Testator of your Petitioner Aunanda-kistna Pillay) Jayaram dofs Saucar Ravoo Soobarey Mudilly Bahoocootamba Charloo Kastegery Sawmy and Cutta Varadapah Chitty in the presence of one Vencataramiah and some others whose Names the Deponent did not recollect that he did not know whether any other Assignment of a like purport or effect with the paper then shewn to him or of any other purport or effect was at any time made by the said maravada Bannapah or any other person or Persons on behalf of the said Munthaw Narrasima Somayanjalow that he did not known whether any Copy or Transcript of the said Paper marked No 1. purporting to be an Assignment as aforesaid was at any time made or written that he did not know whether any Copy or Transcript of the said paper Writing marked No 1. was at any time sent to the said Munthaw Narrasima Somayanjaloo

to

To any other person that he had Never seen the said Munthaw Narrasima Somayanjaloo write nor had he ever Received any Letter from him nor was he acquainted with the manner or Character of his hand Writing that he had looked on the Paper Writing then Produced and shewn to him at the time of his Examination Marked No. 2. purporting to be a Letter from the said Munthaw Narrasima Somayanjaloo and said he did not know whether the said Letter was or was not of the Proper hand Writing of the said Munthaw Narrasima Somayanjaloo but that he had been told by Maravada Bannapah abovementioned that the said Letter was of the proper hand Writing of the said Munthaw Narrasima Somayanjaloo and your Petitioners humbly shew to your Most Excellent Majesty in Council that Mutteah Concopoly another Witness Examined on the part and behalf of your Petitioner did To the fifth Interrogatory depose that he Saw the Paper Writing produced and shewn to him at the time of his Examination marked No. 1. and purporting to be an assignment from Maravada Bannapah the Gomastha to Munthaw Narrasima Somayanjaloo Executed and Delivered by the said Maravada Bannapah to chulla Vencatachellah Gommanda Aanjoo Aunanda Row (your Petitioner) Parungalatoor Ballakistna Pillay the Testator of your Petitioner Aunanda kistnapillay Jayaram dos Saucar Aanoo Soobaroy Modelly Bahoocootamba Charloo Hastegery Saumy and Butta Varadapah Chitty

Chitty and that the same was Executed and Delivered in the presence of Vasantapooram Ramasaiumy Vamala Singiah Muttiah and some other persons whose Names the Deponent did not recollect that he did not know whether any other Assignment of a like purport or Effect or of any other purport or Effect with the Paper then Shewn to him was at any time made by the said Maravada Bannapah or any other person or persons on the behalf of the said Munthaw Narrasima Somayanjaloo that a Copy or Transcript of the said Paper marked No. 1. — purporting to be an Assignment as aforesaid was made about Ten or Twelve Days after the Executing of the said Paper by him the Deponent to be sent to the said Munthaw Narrasima Somayanjaloo that the said Copy or Transcript was sent to the said Munthaw Narrasima Somayanjaloo at Parvoor Near Narasoor by Sappah (or Bat) and that he the said Munthaw Narrasima Somayanjaloo did Acknowledge the receipt of the same in a Letter sent by him to the above mentioned Chellah — Vencatachelliah Gundamarayjoo (your Petitioner) Aunanda Royer Parungalatoor Ballakistna Pillay the Testator of your Petitioner Aunandakistnapillay Jayaram Dofs Soobaroya Modelly Bahoocootamba Charloo Hastegery Saumy and Cuttah Varadapah Chitty that he had not seen the said — Munthaw Narrasima Somayanjaloo write but that he had often seen Letters from him and that he was likewise Acquainted

with

with the Character and Manner of his hand Writing that he had looked at the Paper Writing produced and shewn to him at the time of his Examination marked N.º 2. purporting to be a Letter from the said Munthaw Narrasima Somayanjaloo and that he believes the said Letter to be of the proper hand Writing of the said Munthaw Narrasima Somayanjaloo — To the Sixth Interrogatory on the part and behalf of your Petitioners the said Witness did Depose that the said Paper Writing Marked N.º 2. and to which he had before been Interrogated was directed and sent to Chellah Venecatachelliah and Parungalatoor Ballahistnapillay (the Testator of your Petitioner Aunandahistna Pillay two of the Persons abovementioned and that the said Paper Writing was Received by them on or about the Twenty Ninth day of May One Thousand Seven hundred and Ninety four that Parungalatoor Ballahistnapillay the Testator of your Petitioner Aunandahistnapillay your Petitioner Annanda Royer Chellah Vencatachulliah Jayaramdoss Ravoo Soobarey Moodelly Bahoocootomba Hastegery Sawmy and Cuttah Vanadapah Chetty abovementioned did prior to the receipt of the said Letter about fifteen or Twenty Days proceed to Two Banksauls Situate near the Honorable Companys Carpenters yard in the Black Town and to one Banksauls near the Place where the French Prisoners were confined belonging to the said Munthaw Narrasima Somayanjaloo to take possession and Charge thereof and of about one hundred and Sixty Garce of Paddy Sixty Garce of Rice Five Garce of wheat half a Garce of Pysaloo a Quarter of Garce of Gingely Oil seeds one and a half Garce of Damaged Rice one bag of Turmerick three or four Candies of mustard and thirty or forty Bags of Damaged munthaloo that Charge or Possession of the said Banksauls and of the said Grain was Delivered to the said Parungalatoor Ballahistnapillay the Testator of your Petitioner Aunandahistnapillay your Petitioner Aunanda Royer Chullah Vencatachelliah Jayaramdoss Ravoo Soobarey Moodelly Bahoocootomba Charloo Hastegery Sawmy and Cuttah Vanadapah Chitty by Manavada Bannapah Gomastha to Munthaw Narrasima Somayanjaloo on his Account in Consequence of a Debt owing to the said Parungalatoor Ballahistnapillay the Testator of your Petitioner Aunandahistna Pillay your Petitioner Aunanda Royer Chellah Vencatachulliah Jayaram Doss Ravoo Soobarey Moodilly Bahoocootomba Charloo Hastegery Sawmy and Cuttah Vanadapah Chitty by the said Munthaw Narrasima Somayanjaloo that the said Grain at the time of the Delivering was meted or measured by the Company's measuring People in the presence of him the Deponent and another Conicopaly named parvenamah Moodilly and of Manavada Banapah and Patah Saniah the two last persons belonging to Munthaw Narrasima Somayanjaloo and that the precise Measurement or quantity thereof was as above Stated by him the Deponent that the said Banksauls were in the Possession of the said Manavada Bannapah

previous

previous to the Delivering of the same to Parungalatoor Ballahistna Pillay the Testator of your Petitioner Aunandahistnapillay your Petitioner Aunanda Royer Chellah Vencatachulliah Jayaramdoss Ravoo Soobaroy Moodilly Bahoocootomba Charloo Hastegery Sawmy and Cuttah Canadapah Chitty and had been in his possession Seven or Eight days previous to which they had been in Possession of one Eya Narrain under whom the said Maravada Bannapah Acted as a Conicopoly that the said Banksauls did remain in the Possession of the said Parungatator Ballahistna Pillay the Testator of your Petitioner Aunandahistna Pillay your Petitioner Aunanda Royer Chullah Vencatachulliah Jayaram Doss Ravoo Soobaroy Moodilly Bahoocootomba Charloo Hastegery Sawmy and Cuttah Canadapah Chitty Nine Months after the Delivering of the same as aforesaid that the said Banksauls were sold by the said Parungalatoor Ballahistna Pillay the Testator of your Petitioner Aunandahistna pillay your Petitioner Aunanda Royer Chullah Vencatachulliah Jayaram Doss Ravoo Soobaroy Moodilly Bahoocootomba Charloo Hastegery Sawmy and Cuttah Canadapah Chitty in the Month of January One thousand Seven hundred and Ninety five that the said Complainants Testator nor any other person or persons on his behalf did at any time during the possession of the said Banksauls by your Petitioners and the said other Creditors claim or pretend any Right or Title thereto or to any part

Part thereof or to any Quantity of Grain therein Contained.

To the Ninth Interrogatory on the part and behalf of your Petitioners the said Witness did Depose that he was Employed in the Service of Parungalator Ballahistna pillay the Testator of your Petitioner Aunanda pillay your Petitioner Aunanda Royer Chullah Vencatachelliah Jayaram Doss Ravoo Soobaroy Moodilly Bahoocotamba Charloo Hastegery Sawmy and Chuttah Canadapah Chitty from the Month of April One thousand Seven hundred and Ninety four for the purpose of Receiving and Selling a Cargo Rice and Paddy from on Board certain Vessel lying in the Roads of Madras and that he did Continue in that said Service about Twenty Months that the beforementioned Maravada Bannapah and Patah Saniah Did on behalf of the before mentioned Munthaw Narrasima Sonnayasyaloo attend to see the said Grain unshipped and landed that the said Grain when landed was placed under the Care of him the Deponent and one Ranasaramah Moodally on Account of Parungalator Ballahistna Pillay the Testator of your Petitioner Aunandahistna Pillay your Petitioner Aunanda Royer Chullah Vencatachulliah Jayaramdoss Ravoo Soobaroy Moodilly Bahoocootomba Charloo Hastegery Sawmy and Cuttah Canadapah Chitty that the exact quantity of the said Grain was one hundred and Sixty Garce of Paddy and Sixty Garce of Rice.

To the Tenth Interrogatory on the part and behalf of your Petitioners

Petitioners the said Witness did Depose that no person or Persons either on their own account or on behalf on Account of the Complainant or of any other person or persons whatever did ever mention or pretend to have any kind of Claim or Title to the said Paddy at the time the said Paddy was so imported or Received by this Deponent or at any other period Subsequent thereto to the knowledge of this Deponent.—

And To the Eleventh Interrogatory on the part and behalf of your Petitioners the said Witness did Depose that One Maravada Bannapah did about three or four Months after the importation of the said Grain as aforesaid go to Parungalatoor Ballakistnapillay the Testator of your Petitioner Aunandakistnapillay your Petitioner Aunanda Royer Chullah Venkatachulliah Jayaramdoss Aavoo Soobarey Moodelly Bahoocoolomba Charloo Hastegery Saumy and Cuttah Varadapah Chitty Creditors of the said Munthaw Narrasima Somayayalo with a Proposal in Writing from the said Munthaw Narrasima Somayayaloo in Order to obtain a certain forbearance of their Demands against him or a Licence to pursue his Business without molistation for the term of five years and that the said Parungalatoor Ballakistna Pillay the Testator of your Petitioner Aunandakistnapillah your Petitioner Aunanda Royer Cullah Venkatachulliah Jayaram Doss Aavoo Soobarey Moodelly Bahoocoolomba Charloo Hastigery Saumy and

Cuttah Varadapah Chitty did Object thereto because the Security for their Demand was not adequate but promised that if he the said Munthaw Narrasima Somayayalo would give proper Security they would grant him a Letter of Licence for three years that the said Maravadah Bannapah did about two Months afterwards go a Second time to the said Parungalatoor Ballakistnapillay the Testator of your Petitioner Aunandakistna pillay your Petitioner Aunanda Royer Chullah Venkatachellah Jayaram doss Aavoo Soobarey Moodelly Bahoocoolomba Charloo Hastegery Saumy and Cuttah Varadapah Chitty with the offer of another Proposal for Licence to be granted unto the said Munthaw Narrasima Somayayaloo for the said Term of five years but that such Proposal was not Accepted.—

And to the last Interrogatory on the part and behalf of your Petitioner the said Witness did depose that in the Assignment made by Maravada Bannapah as above setforth mention was made of a Vessell laden with Grain at Calingapatnam which Vessell being a bad Sailer was not able to come further South than Durasa-patnam where it arrived about three Months after the delivery of the said Assignment when the said Maravada Bannapah advised the said Creditors of the said Munthaw Narrasima Somayayaloo to freight a Vessell to Durasapatnam in Order to bring the said Grain to Madras which they did accordingly

Accordingly where the same was Sold and the proceeds placed to the Credit of the said Munthaw Nannasima Somayayaloo. and your Petitioners humbly shew unto your most Excellent Majesty in Council that Arayapah Conicopoly another Witness Examined on the part and behalf of your Petitioners.

To the Ninth Interrogatory did Depose that he was not employed in the Service of your Petitioners or either of them in the Capacity of a Conicoply in the year of Christ One thousand Seven hundred and Ninety four nor at any other time or in any other Capacity whatever but that he purchased from your Petitioners One hundred and Sixty Garce of Paddy and Sixty Garce of Rice in the year One thousand Seven hundred and Ninety five

To the tenth Interrogatory on the part and behalf of your Petitioners the said Witness did Depose that no person or persons either on his or their own Account or on behalf and Account of the Complainant or any other person or Persons did pretend to have any Claim or title to the said Paddy at the time the said Paddy was received by the Deponent.

And your Petitioners shew unto your most Excellent Majesty in Council that upon the Examination of Witnesses as aforesaid Publication did passen the said Cause and the same was set down to be heard and the same having Accordingly come on to be heard before the said Mayors Court on

On the Ninth Day of August and present year of Christ one thousand Seven hundred and Ninety Six. the said Mayors Court was pleased to Order and Decree and did Accordingly Order and Decree that your Petitioners should pay unto the Complainant the full and Just Sum of Five thousand Six hundred and thirty one Pagodas Twenty fanams and Twenty Cash together with all such Interest as then was or should thereafter become due thereon from the Twenty fifth Day of February in the year of our Lord one thousand Seven hundred and Ninety five at the rate of Twelve per Cent per Annum untill full payment was made to gether with Double Costs of Suit as by a Copy of the said Order and Decree hereunto annexed for the Inspection of your most Excellent Majesty in Council to which your Petitioners beg leave to refer and Pray that the same may be taken as part of this their Petition and Appeal may more fully and at large Appear.

And your Petitioners most humbly shew unto your most Excellent Majesty in Council that Conceiving themselves very Materially injured and aggrieved by the said order and Decree of the said Mayors Court they did Exhibit and file their Petition and Appeal to the Honorable the Court of Appeals at Madraspatnam and did therein and thereby recite Set forth and State the several Pleadings had in the said Cause as well as the Depositions of the Witnesses on

the

the part and behalf of the Complainant and your Petitioners and in manner and Substance as the same are hereinbefore stated and setforth — And your Petitioners Shew that as cause of Appeal from the said Order and Decree of the said Mayors Court they did assign the following amongst other Reasons — First Because the action of the said Complainant having been brought against your Petitioners for the restitution of certain property alleged by him to have been in the possession of your Petitioners or for the recovery of the Value of such property it was incumbent on the Complainant in order to have maitained his Action to have made out not only a better Title than that which your Petitioners could shew to the property in Question but to have Manifested to the said Mayors Court a clear indisputable and incontrovertable right therein and your Petitioners did humbly Shew to the Honorable the Court of Appeals that the said Complainant did not only fail to Exhibit to the said Mayors Court a title preferable to your Petitioners but did also fail to adduce proof which the Law could recognise of any right or Title whatsoever in the premises and matters in Dispute — For your Petitioners did humbly Shew that the said Complainant having rested the merits of his case on a pretended mortgage Bond and Bill of Sale by Colour of which he had Claimed and Set up a right to the matters in Difference it was in the Nature of the thing Demandable of him to prove the due

Execution

Execution of the Deeds or Instruments from which he pretended to derive his alleged title in the said Action for your Petitioners did say they were Advised that in all Cases whatsoever the best Evidence that the thing is Capable of his Required of the party to be benefited by the Demonstration thereof And that in respect to the said pretended Bond and Bill of Sale the alleged — Subscribing Witnesses to the same should and ought to have been Examined in due and legal proof thereof And were the only Witnesses and Evidence that the Law could have Admitted under the Circumstances of the Case to prove the said Deeds or Instruments and your Petitioners did humbly Shew that neither of the said Subscribing Witnesses to the said Deeds or — Instruments were Examined in the Course of the said Cause to Support and Establish the same nor was any thing Shewn to indorce even a presumption Much less to prove that the Testimony of the said Subscribing Witnesses could not have been procured or had And therefore your Petitioners did — humbly Contend Notwithstanding Certain Evidence was produced to the said Mayors Court to shew that the said Bond and Bill of Sale were Executed and Delivered the same being in its Nature but Secondary and inadmissible — Evidence that he the said Complainant in as much as he did not bring before the said Mayors Court such Testimony as the Law Demands for the maintenance of his Action namely

the

the Evidence of the Subscribing or attesting Witnesses of the Documents or papers in Question) did not make out a Case to the said Mayors Court to entitle him to any Relief in the premisses or Establish any Grounds on which a Decree could lawfully have been made in his favor And wherefore and in as much as the said Decree was not warrant by any legal Evidence the same as your Petitioners were advised was erroneous and should and ought to have been Reversed. Secondly Because the property or the Amount thereof Sought to be recovered by the said Complainant in his said Action was not alleged or shewn at any time to have been in possession of the said Complainant which it should have been in order to have Warranted the said Complainant in holding and maintaining Suit for the same as against your Petitioners Thirdly Because the said Seventy Garce of Paddy discribed in the pretended Mortgage Bond as being in two Godowns Situate at Madras and which together with the said Godowns were further discribed to be mortgaged to the said Complainants said Testator by the said Munthaw Narrasima Somayanjalu and Latchemy Nanniah were not even in Existence at Madras at the time when the said alleged mortgage was said to have taken place and therefore could not have been Subject or liable as pretended to the mortgage Claim set up by the said Complainant But the same must appear your Petitioners did humbly Presume as a mere fiction to injure and defeat your

Your Petitioners in the premises and the said Complainant ought not to have drawn any advantage therefrom which it was clear he had done under the Decree of the said Mayors Court. Fourthly Because it did not any where appear before the said Mayors Court that the said two Godowns Possessed and Sold by your Petitioners were the same Godowns Pretended to have been Mortgaged unto the Complainants said Testator in and by the said pretended Bond and to have been Sold to him by the said Munthaw Narrasima Somayajalu and Latchemy Nanniah And in as much as the said Mayors Court had no proof of the Identity of the Premises in Question your Petitioners were Advised that the said Decree of the said Mayors Court which Awarded the Amount or Value of the said two Godowns under such a Supposition was erroneous and ought to have been Reversed. Fifthly Because the said Mayors Court which Acted ex officio, in the Capacity of a Jury as well as Judges in the said Action had Awarded to the said Complainant a certain Quantum of Damage on the Arbitrary Statement of the said Complainants Testator the said Mayors Court in having Decreed to the said Complainants as Executor of the said Charles Fraser (the Complainants said Testator) the Sum Sued for together with an Interest thereon without having had any proof or Evidence before them to Ascertain the real Value of the said Godowns and the said Seventy Garce of

Rice

Rice so pretended by the said Complainants Testator to have been Mortgaged to him and for the alleged Deprivation of which he had instituted his said Suit and therefore the said Decree of the said Mayors Court so far as refers to the said Sum Decreed was as your Petitioners were Advised further Erroneous and ought to have been Reversed — Sixthly Because your Petitioners Right in the Premises in Question was clearly made out. in as much as it was shewn in Evidence on behalf of your Petitioners that the said Munthaw Narrasima Somayanjalu and Petchemy Narsiah stood Indebted unto your Petitioners in a Considerable Sum of Money and for the Recovery whereof your Petitioners had Severally filed their Bills of Complaint And in Consideration that your Petitioners would forego their proceedings in the same that the Agent of the said Munthaw Narrasima Somayanjalu and in that Capacity had assigned over amongst other things the property in Dispute unto your Petitioners for and on Account of themselves and others - And that your Petitioners had Continued to Enjoy and hold the said Property for Several Months together unmolested and unimpeded by the said Complainants Testator or any other person or persons on his behalf — And Seeing that this Circumstances were in proof before the said Mayors Court Your Petitioners did humbly Contend that the said Mayors Court Should have Decreed and were bounden to Decree in favour of your Petitioners — Lastly Because your Petitioners defence

Defence having been so clear and plain and having been Supported in a Legal and fair way the said Mayors Court in Decreeing that your Petitioners should pay Double Costs of Suit had your Petitioners did humbly Contended Aggrieved and Oppressed your Petitioners And your Petitioners did in and by their Petition and appeal — pray that for the foregoing Reasons and such others as might be offered at the hearing the Honorable the Court of appeals would be pleased to reverse the said Decree of the said Mayors Court and further grant unto your Petitioners such other relief in the premises as to them Should Seem Meet. —

And your Petitioners most humbly Shew unto your most Excellent Majesty in Council that to the said Petition and appeal of your Petitioner unto the Honorable the Court of Appeals as aforesaid The said Complainant did Exhibit and file his — Answer and did therein and thereby Admit the Bill of Complaint of the Complainants said Testator as stated and Setforth in the Petition and Appeal of your Petitioners and did also Admit that some time after the filing and Exhibiting of the same in the said Mayors Court against your Petitioners as aforesaid and prior to the Rules prescribed for Answering the same having expired the said Complainants Testator Charles Fraser Died — departed this life and the said Suit became thereupon abated - and that the said Charles Fraser having some time previous to his Decease duly made and Executed his last Will and Testament in

In writing and therein and thereby Appointed the said Thomas Augustus Fraser Executor thereof Re the said Thomas Augustus Fraser did duly Exhibit and prove the same in the said Mayors Court in its Eccleasiatical Capacity and having Obtained Probate thereof did as Executor as aforesaid Exhibit and file his Bill of Revivor in the said Suit and the said Suit being accordingly revived the Complainant did Admit that your Petitioners did duly Exhibit and file their Answer to the said Bill of Complaint and therein and thereby Setforth the Several matters and things in their said Petition and Appeal Charged and Recited and in manner and Substance as the same is herein before Stated and the said Complainant Did in and by his said Answer to the Petition and Appeal of your Petitioners further Admit that to the said answer of your Petitioners he the said Complainant did Reply and that the Replication in the said Petition and Appeal recited as also the Rejoinder therein also Stated and Setforth which your Petitioners had Exhibited and filed in the said Mayors Court to the Replication aforesaid were in Substance and form duly and correctly Recited. —

And the said Complainant did further admit that on the pleadings aforesaid being had that Issue did Join in the Cause and Rules did pass for the Examination of Witnesses and that Witnesses were Examined on his the Complainants part and behalf and of your Petitioners and the said Complainant did

Did Admit that the Several Depositions in the said Petition and appeal contained were also correctly Recited And Setforth. —

And your Petitioners Shew that the said Complainant did also Admit that after the Examination of Witnesses as aforesaid Publication did pass in the said Cause and that the same was Set down to be heard and that the said Cause coming on to be heard and Determined before the said Mayors Court on the Ninth Day of August and year of Christ One thousand Seven hundred and Ninety Six, The said Mayors Court was pleased to Order and Decree and Did accordingly Order and Decree that your Petitioners should pay unto the Complainant the full and Just Sum of Five thousand Six hundred and thirty one Pagodas Twenty fanams and Twenty Cash together with all such Interest as than was or should hereafter become due thereon from the Twenty fifth day of February in the year of Our Lord One thousand Seven hundred and Ninety five at the rate of Twelve per Cent per Annum untill full payment was made together with Double Costs of Suit. —

And your Petitioners most humbly Shew unto your most Excellent Majesty in Council that the said Complainant in Answer to your Petitioners Several Assigned Causes of Objection to the Decree of the said Mayors Court in favor of the Complainant did State that he did make out and Manifest to the said Mayors Court a clear legal indisputable and incontrovertible

right

Right to the same And that your Petitioners did not in any
Shape Shew the Smallest title or pretention of Right whatever
in the Premisses and in Order to Demonstrate such The
Complainant Several Assertions the Complainant did Say he
would make the same appear from a brief Consideration of
the Evidence in the Cause begining with that which did
Establish the Complainants Right Soobarey Moodaliar Dubash
to the Complainants father the Original Complainant in the
Cause did to the Second Interrogatory depose and Say "that
"he was in the Servic of the Complainants said Father under
"the Capacity of his head Dubash for a period of Twenty
"years and that he was (Consequently well Acquainted with
"his affairs and Money Concerns." And to the third Interrogatory
the same Witness did Depose "that he had looked at the
"Exhibit Marked A (being the Bond of Munthaw Narrasima
Somayanjalo and Latchemy Narsiah to the Complainants said
Father and the Original foundation of the Debt in Suit)
that he did know the said Munthaw Narrasima Somayanjalo
"and Latchemy Narsiah the Complainants said Fathers Debtors
"and that such Bond was by them duly Executed in his the
Witnesses presence and in the presence of Sumjpara Ramiah
"and Ambady poody Soobarayadoo whose Names did Appear
"Subscribed to the said Exhibit as Witnesses And that he did

See.

See the said Witnesses so Subscribe their Names thereto" and to that part
of the said third Interrogatory which Interrogatory the said Witness Soobarey Moodaliar
"Do you or do you not know where the said Witnesses (meaning the said
"Sumpara Ramiah and Amboodoopoody Soobarayadoo) do now reside or are
"to be found." He the said Witness did Depose "that he believes the said
"Subscribing Witnesses now reside to the Northward but that he doth
"not know in what particular place." which Deposition the Complai
nant stated did Sufficiently Account wherefore the Complainant had
not nor could not have had the benefit of the said Subscribing
Witnesses Respective Testimony to the Execution as aforesaid of the
said Exhibit A. for the said Soobarey Moodaliar the Complainants
said Fathers Dubash only was privy to such Execution of the said
Deed and of such the Subscribing Testamonys thereto and therefore
could alone have pointed out where such Subscribing Witnesses
were to be found in Order if Needful to have Obtained there
Testimony thereto. And the Complainant did further State that to
the further part of the same Interrogatory to the same Witnesses
Demanding "If he did know of any and what Consideration in
"Money or otherwise then (to wit at the time of the Execution of the
"said Exhibit A)" or at any other time was given and by whom
"and thro whom Delivered to the said Obligors for Executing the same
"Exhibit" the Witness did Depose "That the Sum of Four thousand
"five hundred Madras Pagodas was therefore paid to the said
"Obligors by the said Colonel Charles Fraser (the Complainant
aforesaid

aforesaid Father / at the time of Executing the same." And to the
and to the further Interrogation in the same Interrogatory contained
of "Do you not know who Drew or procured to be Drawn the
Exhibit in Question and by whom was the same produced
at the time the same was Executed "the witness did Answer "that
he doth not know by whom the said Exhibit was Drawn but that
that it was Produced by the Obligors at such the time of its"
being Executed." And to the concluding Interrogation of the said
third Interrogatory desiring this Witness to" Again look at and
carefully re Examine the said Exhibit **A**. and thereupon of such
declare whether the same now is / to wit at the time Examination /
as he the Witness did know or believe with the cause or causes
of such his knowledge in the premises in the same state and
Condition in words and figures without alteration or how
otherwise as the same was immediately at the time of the
Execution of the same." He the Witness Replied. "That having
carefully looked at and Again Examined the said Exhibit **A**.
that the same is in the same state and condition in words
and figures without alteration as the same was Delivered at
the time of its Execution." And the complainant did humbly
Submit to the Honorable the Court of Appeals that it was
manifest and in full proof from the whole of the said
Soobarey Moodaliars Deposition to the complainants said third
Interrogatory that the complainants said Father did bonâfide

lend

Lend his Money to the Obligors of the said Exhibit **A**. and that
they did therefore duly Execute the same to him not only in the
presence of the Witnesses whose Names appeared Subscribed
thereto but also in the presence of the Deponent who finally
took upon himself to Swear that the Deed was at the time of
such his Examination to the same in the like State and
Condition as it was at the Execution thereof a fact he the Witness
could well Depose to for the Complainant had been by the
said Witness informed and so did verily believe the fact to
be that such Deed or Exhibit was from the Instant of its
Execution until the Delivery of the same into the hands of the
Examiner of the said Mayors Court always in his the
Witnesses possession as the Dubash and confidential Servant
of the complainants said Deceased Father but waiving all
benefit of the complainants knowledge in this Respect the
complainant pretended that it was Sufficient to the maintenance of his right that the said Witness had Deposed to his
having been present at the due and full Execution of the
said Deed or Exhibit though his Name did not appear
Subscribed to the same and in as much as he had Shewn
Sufficiently that the Residence of the Subscribing Witnesses
thereto not being known it therefore became (the Complainant
pretended) impossible to procure their Testimony and moreover

as

as he had likewise Deposed that the Deed at the time of his Examination thereto was in the like perfect State in which he had seen it delivered and Executed a circumstance to which he could not have so confidently Deposed as he had done if the fact had not been as the Complainant had above Stated to wit that the Exhibit was as aforesaid always in his own Possession And the Complainant did state that the same Witness was Examined to the further Exhibit on the Complainants behalf in the Cause Market B. being the Bill of Sale from the Complainants Fathers aforesaid Debtors to wit Munthaw Narrasima Somayanyalos and Latchemy Nanniah of the Two Bankfauls in the Pleadings mentioned to the Complainant said Father. And that to the fourth Interrogatory put to the said Witness touching the Deed the said Witness did depose and say that the same was Executed in his presence by Latchemy Nanniah on behalf of himself and his Brother the said Munthaw Narrasima Somayanyalos in consideration of three thousand Madras Pagodas being so much as the Complainant alleged did appear from the Pleadings in the Cause as written off from the aforesaid Mortgage debt Exhibit A. And the Witness said that he had also seen the Subscribing Witnesses to the Exhibit Respectively Subscribe the same but was unacquainted with their place of Residence further than that he believed generally that they lived some where to the Northward. And the Complainant Stated that the Witness to this Interrogatory

Lastly

Lastly had Deposed that he had again Carefully Examined the Exhibit Interrogated to and was thereupon competent to Declare that the same was in the like Actual State and condition without alteration in words or figures or otherwise howsoever as it was Delivered at the time of its Execution to the Complainants said Father from all which Deposition of the said Witness to the said fourth Interrogatory touching the said Exhibit the Complainant Did pretend and humbly insist it was in full proof that the Complainants Father had Obtained a Bonafide Bill of Sale and Actual Transfer to him and his Heirs for ever of the said Two Bankfauls before in Mortgage to him by the Exhibit A. and having the Complainant did say thus Established by Evedence the Complainants said Fathers primary title in the Premisses And to the things or their value by the Bill or Pleadings Demanded He then proceeded to Shew how your Petitioners had immediately become liable to Satisfy to as Representative of his said Father the wrong and injury Sustained on reference to the Complainants said Fathers Bill of Complaint it would appear Stated that he the Complainant said Father having his title (as the Complainant did pretend) Established by the said Several Deeds or Exhibits A. and B. to the said Two Bankfauls and a certain Quantity of Paddy in the same contained did direct his Agent in Madras to Sell the said Paddy when he was informed to his great Surprise that your Petitioners in Conjunction with

others

others had set up Some Mortgage pretentions not only on the Paddy but on the Banksauls and that they had Actually Seized and posseßed themselves of the same Respectively and had affixed Locks on the Doors and had further given out that it was their Determination to Sell and Dispose of the whole at outcry - and the Complainant did further shew from the said Pleading or Bill that it was thereupon Stated that the Complainants said Father did Cause a Protest or Notice of his Right in the premises to be Served on your Petitioners and their abettors appraising them of the said Exhibits A. and B. and their Operation to the End (as the Complainant did State) the words of the said Protest to wit "That the said Parties and every of them might and Should know and be Advised of the said Colonel Charles "Frasers Rights and Claims aforesaid upon and unto the said "Two Banksauls and the said Seventy Garce of Paddy in the "same Respectively Contained and that they and each of them the "said parties or their Representatives and all others pretending "Interest in the premises may be liable in time and place "Convenient to make Restitution and Reperation to the said "Charles Fraser or his Representatives thereunto authorised for "all wrong Damage and injury Sustained or to be Sustained by "the interference of the parties from the Seizure and Detention "of his Rights in the said Act of Protest Declared" and the Complainant did further Shew from the said Bill of Complaint that

that it was charged that Notwithstanding the due Service on the parties of the said Protest yet that they did on or about the fifth day of January following Sanction and direct a vendue or Outcry Sale of the premises to wit of the said Two Banksauls and the said Paddy in the same Contained by Messieurs Sharp and Heefke Publick Auctioneers and the Bill did further charge that such Directed Sale was accordingly had on the Seventh day of the said Month of January and the Complainant did then proceed to State that from Selections Extracted from your Petitioners Answer the effect of the allegations in the said Bill Contained leaving to the Honorable the Court of Appeals to draw the Conclusions which the Complainant did Say he had been Justified in doing by the said Decree of the said Honorable the Mayors Court in his favor For in one Answer they your Petitioners part of your Petitioners did Say "That Some time about "the Sixteenth day of December One thousand Seven hundred "and Ninety four they for the first time and to their great "Surprise were informed of the Mortgage to the Complainants "Father of the Two Banksauls and Seventy Garce of Paddy by "Mr. George Pasley one of the Notaries of the said Honorable the "Mayors Court having on that day affixed his Notarial Seal "on the same at the Instance of the Complainants said Father" and a Little further on they the Petitioners Say "but these "Seals were taken off on a Remonstrance with the Persons who acted

Acted as the Complainants Fathers Agents During his absence from Madras" and Again that your Petitioners in their answer said "that Notwithstanding that the said Agents of the Complainants said Father did on their Representation Cause M.Pasley to remove his Notarial Seals from of the Premises thereby they your Petitioners were left in the free and undisturbed Possession of the said Banksauls and of the Retailing of the Paddy in the same contained yet that on the Twenty Second day of the same Month of December the same Agents of the Complainant having as your Petitioners Say they have heard and therefore did believe by pecuniary and blandestine means confederated with the Agent of the Complainants Supposed Debtors and so induced him to Join and Co-operate with them in the fraudulent Attempt to defraud your Petitioners and others the Creditors of the property Assigned them and in their possession did cause another Notary to affix his Seals on the like premises from which M.Pasley had with drawn his whereupon your Petitioners said "they Employed an attorney on whose interference these latter Notarial Seals were in like manner withdrawn as the former And then your Petitioners said that having Reason to apprehend from what they had experienced that some Scheme was on foot to defraud and injure them and the other Creditors of Munthaw Narrasima Somayanjalu of their Just due therefore Determined at once to Sell and dispose by publick

Publick Auction of such part of the Paddy that had remained unsold on their hands together with the Banksauls and Godowns aforesaid and did to that end Instruct the Auctioneers in the Complainants Bill Named and in Manner and form as was therein Charged and Setforth. And that your Petitioners further Answering did Admit that a few days previous to the Sale and Disposal of the premises as aforesaid that the Complainant did Serve the protest in the Complainants said Bill Setforth but as the same did not contain any other new or pretinent matter than the recited of the fictitious Mortgage aforesaid your Petitioners did therefore submit they were not by Law or Equity bound to attend thereto. Those had the Complainant Shewn to the Honorable the Court of Appeals (as he did allege) that his said father did lend his aforesaid Debtors Munthaw Narrasima Somayanjalu and Latchemy Narsiah Four thousand five hundred Madras Pagodas on a Mortgage of the Banksauls and Seventy Garce of Paddy in Question the Deed Exhibit A. bearing Date the first day of January one thousand Seven hundred and Ninety four. That on the Eighth September in the same year the Complainants said Father not being paid his Debt agreable to his said Mortgage Deed did Accept from his said Debtors in lieu of three thousand Pagodas of the same a Bill of Sale of the said Two Banksauls That on the Sixteenth day of the following December as the Complainant did pretend by admission in your Petitioners Answer and therefore proof against them

that

That his the complainants said Father Madras Agents finding the Petitioners and others in possession of the Banksauls and Paddy in Question did cause a Notary Seals to be affixed on them but which Seals were withdrawn that on the Twenty Second day of the same month another notarys Seals were affixed on the same premises and also withdrawn and finally that a Protest was Served on the Petitioners Declaratory of the complainants said Fathers absolute Right and Title to the things Claimed and to close all your Petitioners further admission that Notwithstanding all these Circumstances of Notice of the complainants said Father right that they could not yet consider themselves bound by law or Equity to attend to his said Several Representations what then it might have been said Remained but that the complainant should then have Demanded the Judgement of the Honorable the Court of Appeals in the Cause But it might have been shewn and the complainant then proceeded as he said to shew that Justice did Demand a further Satisfaction in Order that same punishment might follow for Schemes (as the complainant unjustly alleged) so base and wicked as those which the Evidence in the Cause he did pretended establish had been planned and practised by the Petitioners and their associates to compass their intentions against the complainants said Fathers Property And to the Shewing of which the Complainant then did Say he proceeded Maravada Bannapah one of the Two Witnesses Examined on the

the complainants behalf Disposed to Two Exhibits marked C. and D. the one Exhibit purporting to be an Order to him from his Principals Munthaw Narrasima Somayanjalu and Latchemy Narsiah as their Gomastha to Deliver over to the complainants Father Agent in Madras the Banksauls and Paddy in the same contained the other of the said Exhibits being a direction to the complainant said Fathers Agent by Name Guntoor Venatashella from the same Parties to Receive the Possession of the same from the said Gomastha such Exhibits Respectively bearing Date the Twenty third day of November One thousand Seven hundred and Ninety four and Specifying the Sale and Mortgage of the said Godowns and Paddy to the complainants said Father. And the complainant did further State that the said Witness on his Examination as to the Authenticity of such Several Exhibits did Depose that the Two Several Signatures Subscribed at the foot of each of the said Exhibits were of the Respective hand Writings of his said Principals the said Munthaw Narrasima Somayanjalu and Latchemy Narsiah and that in Consequence of the Directions Conveyed to him he did Deliver the Exhibit intended for the complainants said Fathers Agent to him informing him at the same time that the Keys of the Banksauls in the said Exhibit mentioned and referred to had been taken Possession of by the Creditors of one Eya Narrain the Brother of his said Principals.

and

And the Complainant did further State that the Petitioners having Produced an Exhibit on their behalf in the Cause marked No. 3. purporting to be an Original Letter from Munthaw Narrasima Somayanjalo one of the Complainants said Fathers aforesaid Debtors to the said Witness Maravada Bannapah and bearing Date the Seventeenth Day of April One thousand Seven hundred and Ninety four the Complainant did therefore Exhibit an Interrogatory touching the same to the said Maravada Bannapah and of the truth or falsity of the same having ever been written to him by the person Supposed on of his having ever before Seen or Received Such Letter to which Quaries and others in the said Interrogatory more particularly Refind the said Maravada Bannapah did Reply in effect as follows "That having Examined the produced Exhibit No. 3. "purporting to be a Letter Addressed to him the Witness from "Munthaw Narrasima Somayanjaloo with whose hand Writing "he was intimately Acquainted and could therefore and because "he had frequently seen him write certainly Depose to it that "he did not any where distinguish in such Exhibit the hand "Writing of the said Supposed writer. That having looked at "the Cover in which the Exhibit is produced to him folded "up inform of a letter and bearing a post mark thus. "Pat 4th paid 1½ fanams Maddepollam 11 April 94. that he recognizes the same but Declares that the said Cover does not belong to the enclosed Exhibit No. 3. but that it did formerly enclose and was attached to another Letter Actually written to the Witness by a Brother in law of him the Witness and the Deponent was then Shewn an Exhibit in the Cause on the behalf of the Complainant marked E. and in Reply to the Interrogatory put to him thereon as to his knowledge of the same he Deposed "That it is the actual "Letter bearing Date the Eleventh day of April which came to him "by Post in the Cover that then Contained the Exhibit No. 3. and "the Witness then added that the Cover bearing the post mark "aforesaid, and Exhibit did belong to each other thro Exhibited "Seperately." and the witness being Interrogated as to the Cause of such their Seperated State did Account for the same by say "ing" that one Ballakistnapilly Deceased and who was one "of the Creditors of Eya Narrain and a party associated with "the Petitioners in this Cause desired the Witness to Shew him "the Letter he had Received from his Brother in law that he "the Witness Accordingly left it with this Ballakistna Pillay "and that about three Days afterwards the said Ballakistna "Pillay returned the Letter Exhibit E. only Saying that the "Cover was lost And the Witness Says that being but a Stranger "in Madras and not well known that the Cover of the Letter "is Addressed as Customary to the said Eya Narrain who "was his immediate present Superior in the Service of his "aforesaid Principals." And the Complainant did further State that

that your Petitioners having annexed to their Answer in the Cause a certain Exhibit Marked N.1. purporting to be an Agreement from the said Witness Maravada Bannapah to them and others therein Associated in Interest in the Cause by Vertue of which Writing they your Petitioners and the Associates aforesaid did pretend an Exclusive and Good Title in themselves to Sell and Dispose of the Two Banksauls and the Paddy in the same contained Notwithstanding the Complainants said Fathers Interests as aforesaid in the same Respectively the Complainant did therefore Exhibit to the said Maravada Bannapah certain further or Additional Interrogatories on his behalf in the Cause as touching his the said witnesses powers of intermedling in the concerns of the Complainants said Fathers Debtors aforesaid and by what means he had been led to make or enter into any Agreement in Regard to the said Banksauls and Paddy in the same contained with your Petitioners and other parties their Associates as aforesaid And in the said Agreement particularly Named and the Complainant did State That in Reply to such Interrogation the said Witness did in Substance Depose "That he was in the year one thousand Seven hundred and Ninety four and for four years previous thereto Employed in the Service and affairs of Munthaw Narrasima Somayanjalu and Latchemy Narsiah in the Interrogatory Discribed and in the Capacity of a comicopoly and

And Particularly in the said year One thousand Seven hundred and Ninety four at Madras. that he did in such Capacity Act under a Person Called Eya Narrain but that the said Eya Narrain did not Continue without intermission in the Authority over him the witness during the whole time of such his Service for that the said Eya Narrain had been Obliged to Abscond from Madras in the said year One thousand Seven hundred and Ninety four on Account of Some Debts he had Contracted And that the Superior place so held by the said Eya Narrain on behalf of the witnesses aforesaid Principals was not afterwards / that is after his absconding from Madras as aforesaid / filled up by any other Person." The witness deposing to the third Interogatory then said That he did as comicopoly to the said Munthaw Narrasima Somayanjalu and Latchemy Narsiah when the said Eya Narrain so absconded take charge of Two Banksauls having Rice and Paddy in them and being together with the Rice and Paddy in them the property of his the Witnesses said Principals that one of the said Banksauls was Situated near the Companys Carpenters yard in the Black Town of Madras And the other of these Banksauls near the place where the French Prisoners were in Confinement and that the Quantity of Grain in the same contained was Twenty Garce of Rice and Seventy Garce of Paddy That he the witness did Receive intimation from his said Principals the said Munthaw Narrasima Somayanjalu and Latchemy Narsiah — That

that the said Banksauls together with the Paddy and Rice in the same contained were in Mortgage to Colonel Charles Fraser the complainants said Father and that he the Witness did Receive Orders from his said Principals to Deliver Over the said Banksauls and the Rice and Paddy in the same contained to one Vencatachellum Gomastha of the said Colonel Charles Fraser the Original Complainant But that he the Deponent did not Obey such the Orders given him by his Principals by Reason that he was prevented from Executing the same by the Creditors of the said Eya Narrain who had as aforesaid absconded and which Creditors on learning that he the Witness was about to Deliver the said Banksauls and their contents to the said Colonel Frasers said Gomastha Agreeable to the Orders transmitted him did thereupon Carry him the Witness to one Vencatachellum Chitty at that time a prisoner in the Fellons Goal where he the Witness was much threatned and afterwards conducted to the House of One Ballakistna pillah who took from him the Keys of the said Banksauls and then Accompanied by others of the said Eya Narrains Creditors proceeded to the said Banksauls and assumed full Possession of the same and their aforesaid contents intirely dispossessing him the witness of the property so as aforesaid in his Charge and Custody - and the Witness repeated that this Seizure of the Banksauls and Grain and

And the witnesses forcible dispossession from the same by the said Creditors was Subsequent to the intimation of your Petitioners said Lein and property in the same and to his Receipt of his aforesaid Orders for delivery of the same to the Complainants said Fathers aforesaid Gomastha That such dispossession by the said Creditors was forcible and not a Voluntary Surrender on the part of the Witnesses but Compulsary as Stated and enforced by the threats of the said Eya Narrain's Creditors who told him that he Should be flogged and Carred to Goal if he did not Comply with their wishes." And the said Witness Deposing to the Exhibit N.1. Set up indefence of your Petitioners and Annexed to their Answer in the Cause the House did Acknowledge that he had put his Name thereto but that he had not been allowed to read what he was so Compelled to Subscribe that when the said Exhibit was brought to him to Sign he was told by the Creditors of the said Eya Narrain / being as the Witness in this part of his Evidence had ennumerated them / to wit Ballakistna pillay Jayaram Dofs Chella Vencatachelliah Godamarayo Sunanda Roy Ravoo Soobaroy Mudelly Bahoocootambah Charloo Astagery Sawmy and Cuttah Vardapah Chitty that they wished him to Sign the said Paper to enable them to Contract with the Merchants for the Sale of the said Paddy and Rice and that they would pay

out

Out of the proceeds thereof what was due to the Complainants said Father That he the Witness Continued to urge to them that the property was as aforesaid in Mortgage and only Suffered himself to be prevailed on so to Subscribe the said Paper which they would not Suffer him to read on the Assurance that out of the proceeds of the Sales that the Complainants said Fathers Mortgage would be assuredly Satisfied." and the same Witness in his Deposition to the fifth Interrogatory said" that about Six days previous to his being Obliged to put his name to the foregoing Exhibit that the said Ballahistnapillay being one of the Principal Creditors of the said Eya Narrain did Promise him the Witness to Satisfy the said Mortgage Debt due to Colonel Charles Fraser provided he would Sign such Exhibit the purport of which he could only learn was to enable the said Ballahistnapillay and the other Creditors of the said Eya Narrain to Contract with Merchants for the Sale of the property." And the Complainant did further that the the said Petitioners did prefer long and many Interrogatories to Eighteen or a Score of Witnesses yet that of all that Number five only as it did appear had been Examined but Not one of whom did Depose the Complainant did pretend so as to throw amite into the Scale of Defence nor indeed could it be discovered that any of all the said tedious Interrogatories did at all lead to ground a Defence the Complainant said that therefore returning from (what he was pleased to term) such unintellegeble Jarg on he did Submit to the Honorable the Court

Court of Appeals as he had on the Contrary as he trusted and Satisfactorely Supported his Dem and against your Petitioners the Clogged and feltered by them in the investigation with masses of (alliged) iniquitous impedements Supposed to have been intended to blend the truth and Defeat Justice by the Dark detested Roads of fraud meditated perjury and direct forgery the impression of which Several impulses the Complainant did unjustly and unwarrantably State were too Obvious to have been mistaken by the Honorable the Mayors Court or placed to any other Account than the real one intended by your Petitioners and their Confederates and which the Complainant said had led the said Court in framing their Decree to Tax the parties in Double Costs of Suit.

And the Complainant did in and by his said answer to the Petition and Appeal of your Petitioners Pray that for the Reasons and Arguments as aforesaid alleged and such others as might have been offered at the hearing of the Cause that the said Honorable the Court of Appeals would be pleased to affirm the said Decree of the said Honorable the Mayors Court and Dismiss the Petitioners Petition with such Additional Exemplary Costs as their (alleged) litigious Conduct should appeared to Deserve.

And your Petitioners most humbly shew unto your Most Excellent Majesty in Council that your Petitioners said Petition and

and Appeal and the Complainants Answer thereto Coming on to be heard and Determined before the said Court of Appeals on the fifth day of the present Month of January and year of Christ one thousand Seven hundred and Ninety Seven The said Court of appeals was pleased to Order and Decree and did Accordingly Order and Decree that the said Decree of the Honorable the Mayors Court should stand affirmed and that your Petitioners Petition and Appeal should be thence dismissed with Single Costs in the said Suit as by the Copy of the said Order and Decree of the said Court of Appeals hereunto Annexed for the Inspection of your most Excellent Majesty in council to which your Petitioners humbly Crave leave to refer and Pray that the same may be taken as part of and in aid of this their Petition and Appeal may more fully and at large Appear —

By which said Order and Decree of the Honorable the Mayors Court and Affirmation of the same by the Honorable the Court of Appeals your Petitioners Do humbly Conceive themselves very Materially Injured and Aggrieved and do therefore Appeal therefrom to your most Excellent Majesty in Council for the following and Amongst other Reasons —

First Because the said Complainant has not made out any Right or Title in the matters and things Sought to be Recovered by his Bill and your Petitioners are advised as the Complainants Action was Instituted with a view to Defeat the Possession of your Petitioners in the Premisses in Question it was peculiarly Incumbent on him the

Complainant

Complainant not only to beat down the Right of property and Possession in the things in Dispute avowed to be and Actually being in your Petitioners but also (in Order to have warranted the said Mayors Court and Court of Appeals to have Decreed and Ordered as they have done Respectively in the Premisses) to have shewn and Demonstrated that the very right in the Property in Dispute was bona fide vested and Resident in him the said Complainant Neither of which Essential things your Petitioners humbly Contend has the said Complainant made to appear —

And your Petitioners humbly Shew unto your most Excellent Majesty in Council that the said Complainant Stated his Right to the Objects of Dispute in and by virtue of certain written Instruments alleged to have been duly Executed by one Munthaw Narrasima Sanayanaloo and Latchemy Nanciah to him the said Complainant the one purporting to be a mortgage Bond and the other a Bill of Sale and your Petitioners Say as they are Advised that as the Complainants Right of Action was professedly and Expressly Declared by him to Arise out of the said written Instruments it was indispensably requisite of him to Shew the due Execution of the said Written Instruments by the pretended parties thereto as being the foundation of his Suit But your Petitioners Shew unto your most Excellent Majesty in Council that the only Witness Exhibited on the part of the Complainant to prove the Execution of the said Written Instruments was

was one Soobaroy Moodaliar - And the said Witness in deposing to the said pretended Mortgage Bond did Say in Substance that he did know the alleged Party Obligors in the said pretended Obligation Named - and that having looked on the said pretended Bond he did further depose that the same was duly Executed by the said Apparent Obligors in his the Witnesses presence and in the presence of one Sumpara Ramiah and Amboodepody Soobaroydoo whose Names Appeared as having been Subscribed to the said Bond - and the said Soobaroy Moodaliar did further depose that the said Supposed Subscription of the said Sumpara Ramiah and Amboodepoody Soobarayadoo was done in his the Witnesses Presence. -

And your Petitioners further Shew that the said Soobaroy Moodaliar in deposing to the said Pretended Bill of Sale did Say in Substance that the said alleged Bill of Sale was Excuited in his presence by one Latchamy Nanuah by and with the consent of Narrasima Somayangaloo and for the pretended consideration of three thousand Star Pagodas in hand paid by the said Complainant as also in the presence of the apparent Subscribing Witnesses thereto and which said apparent Subscribing Witnesses did put their Names to the said Bill of Sale as Witnesses in the presence of him the said Deponent -

And your Petitioners further Shew unto your most Excellent Majesty in Council that the said Witness on being Interrogated to the

the Point to wit of the relative state and Condition of the said pretended Mortgage Bond and Bill of Sale at the time of his Examination and at the time of the alleged Execution of the same did depose that the said pretended mortgage Bond and Bill of Sale were in the same State and Condition at the time of his Examination in words and Figures without alteration as they were at the pretended time of the Execution thereof. -

And the said Soobaroy Moodaliar (in order to introduce his Evidence in the said Cause and to render it receivable on any feasible Ground) having been Interrogated as to the residence of the apparent Subscribing Witnesses to the said pretended Mortgage Bond and Bill of Sale did say that he believed the said alleged Subscribing Witnesses did Reside to the Northward but he did not know in what particular place. -

And your Petitioners Shew unto your most Excellent Majesty in Council that on the Evidence of the said Soobaroy Moodaliar as Substantially recited by your Petitioners as aforesaid the only direct Evidence in the Cause on the behalf of the said Complainant did the said Mayors Court and Court of Appeals Decree and Order in favor of the said Complainant Contrary as your Petitioners are advised to every Principle of Evidence and Law - For your Petitioners humbly Shew unto your most Excellent Majesty in Council that the Evidence of the said Soobaroy Moodaliar was and is in its Nature best Secondary or Corroborative Evidence at

best,

Favor of the Testimony of Soobaroy Moodaliar As your Petitioners have hereinbefore stated and Setforth But your Petitioners further Shew unto your most Excellent Majesty in Council that the matters and things Deposed to by the said Soobaroy Moodaliar could not from the Nature of the thing have been fairly and honestly Deposed to by any other than a Subscribing Witness. For it is incredible that a casual Spectator of the Execution of an Instrument can positively Swear that an Instrument afterwards exhibited to him is precisely the same with the written Paper he chanced to see Executed and in Order that the Identity of a Deed may be ascertained the Law has wisely required as your Petitioners have hereinbefore Stated the Subscription of Witnesses to the same that the Paper may thereby be recognised again and your Petitioners therefore humbly contend that the Testimony of the said Soobaroy Moodaliar is not admissible and if it had been admissible that it does not go to the Extent of Establishing the Authenticity of the said pretended Mortgage Bond and Bill of Sale and consequently did fail to establish the complainants said Ground of Action whereupon your Petitioners Say the said Mayors Court and Court of Appeals ought to have Dismissed the complainants Bill and not to have Decreed and Ordered as they have done Against your Petitioners. —

Secondly Because the Deposition of the said Soobaroy Moodaliar on which the said complainants cause did Solely and intirely depend contained within itself Matters destructive of its credit. Inasmuch as it Stated that the Consideration given by the said complainant for the said pretended Bill of Sale was three thousand Star Pagodas in hand paid by the said complainant at the time of the pretended Execution of the said alleged Bill of Sale whereas the said complainant in his said Bill of Complaint and again in his Replication has Setforth and unequivocally alleged that the Consideration granted orgiven for the said pretended Bill of Sale was three thousand Star Pagodas in Account being a part of a Sum then unpaid owing unto the said complainant from the said Munthaw Narrasima Samayayalar and Latchemy Narsiah on the said pretended Mortgage Bond in your Petitioners first Cause or Reason mentioned And your Petitioners humbly Shew that the same doth clearly appear by the said Bill of Complaint in the words following to wit. "and "your Orator Sheweth that the said Mortgage not having been "Discharged and paid unto your Orator agreeable to the tenor "as aforesaid Setforth in the same and your Orator insisting "on his said Debtor to Discharge their said Debt they the said "Munthaw Narrasima Samayayalar and Latchemy Narsiah "did propose to Sell unto your Orator the said Godowns or "Bankshalls so as aforesaid in Mortgage unto your Orator for a "Sum of three thousand Pagodas part of the aforesaid Principal "Debt of four thousand and five hundred Pagodas to which

proposal

Proposal your Orator did Assent &c.

And your Petitioners humbly observe that it would almost seem Superfluous in them to State that the said Complainant must be presumed to be well Acquainted with the circumstances of a Transaction in which he was so much Interested and which he had plainly and fully Stated and Particularly discribed in his said Bill And if he be presumed so it must results that the Account of the Transaction given by the said Soobaroy is false and undeserving of any attention. and your Petitioners conclude that the said Soobaroy Moodaliar having Sworn positively to three thousand Pagodas having been paid in hand to the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah at the time of the Execution of the said Bill of Sale a circumstance which Never had existance at such or any other time or even alleged by the said Complainant it may allowedly be inferred that the said Soobaroy Moodaliar was not present at the time of the Execution of the said alleged Bill of Sale or it must be Supposed that he would have known what really had passed thereat and if he were not present it is evident that he could not have Deposed to any other matters as attending the Execution of the same or the Identity of the Papers or Instruments exhibited to him But in whatsoever light the said Contradiction may be Regarded your Petitioners humbly Insist that it renders the said Soobaroy Moodaliars Testimony if not inadmyible certainly of little Value and Subject to manyfold Exceptions —

By

Thirdly. Because the said pretended Mortgage Bond and Bill of Sale do bear internal marks of their having been fabricated for the purpose of injuring your Petitioners in the premisses in Dispute and not for any fair Security to the said Complainant In as much as the said pretended Mortgage Bond and Bill of Sale do not Setforth and discribe any particular and Specific property said to have been Mortgaged and Sold to the said Complainant by the said Munthaw Narrasima Somayanjaloo and Latchemy Narsiah but do State such Property generally under the Vague and indefinite Terms of "Two Godowns and also Seventy Madras Garce of Paddy in Madras" without defining where the said Godowns were Situated and without any proof extrinsic of the Mortgage Bond or Bill of Sale to demonstate that the property of the said Godowns was resident in the said pretended mortgagors and your Petitioners humbly Intend that even had the said written Instruments been proved to have been Executed by the Subscribing Witnesses thereto the indefinite manner in which the alleged Mortgaged and Assigned property is discribed would seem to indicate so direct a Badge of Fraud as to destroy any faith which otherwise they might have Challenged and Demanded —

Fourthly. Because the said Mortgage of the Premisses and matters indispute even had it been equitable and Bonafide but which your Petitioners trust that they have shewn to your most

Excellent

Excellent Majesty in Council that it could not have been would not have been such a Mortgage that the Law Could have protected much less have favered to the Loss or Injury of your Petitioners. For your Petitioners shew unto your most Excellent Majesty in Council that it is no where in proof that the said Complainant ever had possession of the Title Deeds of the said Godowns. or that the said Seventy Garce of Paddy alleged also to have been assigned to the said Complainant or any part thereof was at any time in the Possession of the said Complainant and without which your Petitioners are advised any mortgage thereof in a legal Sense or Consideration could be of no avail as against your Petitioners under the Circumstances of your Petitioners base. —

And your Petitioners further humbly State to your most Excellent Majesty in Council that at the time of the pretended Mortgage of the said Seventy Garce of Paddy it is confessed in the Pleadings on the behalf of the said Complainant in the said Cause that no such Quantity of Rice was in existence at Madras at the time of the Execution of the said pretended Mortgage Bond and which is further proven by a Variety of Witnesses Examined on the behalf of your Petitioners. —

Fifthly Because The said Mayors Court and Court of Appeals acting in the Capacity of Jurors have awarded to the said Complainant Arbitrarily and without proof the full Value and Amount of the Sum Sued for with Duble Costs of Suit without any proof or Evidence of the Value of the said pretended Seventy Garce of Rice and Godowns alleged to have been Mortgaged and afterwards Sold to the said Complainant — Contrary as your Petitioners humbly Conceive to any known Rule of Law or Equity. —

Lastly Because, Even had the said Complainant proved his Ground of Action ie the Execution of the said pretended Mortgage Bond and Bill of Sale your Petitioners had set up a fair and equitable Defence which should have entitled them to the Decree of the said Mayors Court and Court of Appeals to wit That they had lent Considerable Sums of Money to the Gomastha or Agent of the said Mumthaw Narrasima Comayangalo and in such his Capacity of Gomastha of a greater Amount than the Value of the property in Dispute as appeared by the Testimony of Cavasala Rungapah Chitty and Paravasaramah Moodaliar and that in Consequence of and in Consideration of such Sums of Money the property and Premises in Question had been fairly Mortgaged to your Petitioners and that your Petitioners had Received Complete Possession thereof as appeared also by the Testimony of Vamuda Singia and Mudlia. —

And your Petitioners further shew unto your most Excellent Majesty in Council that the Defence of your Petitioners was in no Sort Controverted by the said Complainant or Sought to be Controverted except by the Single Testimony of

One

One Maravada Bannapah the Gomastha or Agent of the said Munthaw Narrasima Gomayanyaloo who Executed unto your Petitioners the Mortgage or Assignment under which your Petitioners Claim And your Petitioners further State that the Testimony of the said Maravada Bannapah is full of — Contradictions and Extravagances / Seperately Considered / and is otherwise of little Weight when opposed to the unquestionable Strong and uniform Evidence Exhibited on behalf of your Petitioners and when it is Considered that the said Maravada Bannapah is produced by the said Complainant to falsify and belie his own Solemn Act and Engagement / a matter so preposterous / your Petitioners are advised that they need not any Comment or Observation thereon.

For all which Reasons and such others as may be offered at the Hearing your Petitioners most humbly Pray your Most Excellent Majesty in Council will be pleased to reverse the said Order and Decree of the Honorable the Mayors Court and Order of the Honorable the Court of Appeals and that your Most Excellent Majesty in Council will be pleased to Grant your Petitioners such — further Relief in the Premises as to your Royal wisdom Shall seem Meet.

/ Signed / Emanuel Samuel
Solicitor for Appellants

Mayors

Mayors Court at Madraspatnam. Tuesday the 9th day of August Anno Domine 1796.

12
Mayors Court

Present
James Daly Esqr. Mayor
James Call Andrew Ross &
Alexander Cockburn Aldermen

Between Thomas Augustus Fraser one of — Executors Named in the Last will and — Testament of Charles Fraser late a Colonel in the Service of the united Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George Deceased Complainant and Aumnda Kistna Pillay and Aumnda Royer of Madras Merchants Defendants.

This Cause Comming on to be heard and Debated this day in the presence of the Attorneys on both sides on Reading the Complainants Bill the Bill of Reverer the Defendants Amended Answer with Copies of two Exhibits N 1 and N 2. annexed the Replication the Rejoinder the Interrogatories and the Depositions on the part of the Complainants with five Exhibits Marked A B C D and E. annexed the Interrogatories and Depositions on the part of the Defendants with Exhibits N 1. 2. and 3 annexed on hearing the Pleadings Made use of by the Attorneys and on due Consideration had

Had thereon this Court doth think fit to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Complainant the full and Just Sum of Five thousand Six hundred and thirty one Pagodas Twenty fanams and Twenty Cash / Pagodas 5631. 20. 20. / together with all such Interest from the Twenty fifth day of February in the year one thousand Seven hundred and Ninety five at the rate of Twelve ₹ Cent ₹ annum untill full payment is made and it is further Ordered and Decreed that the Defendants be Taxed with Double Costs of Suit.

Hon^r /Signed/ George Taylor
Reg^r

A True Copy
/Signed/ Emanuel Samuel
Solicitor for Appellant

Court of

Court of Appeals
at
Madraspatnam

Thursday the 5.th day of
January Anno Domini 1797.

Between Aunandahistna Pillay and Aunanda Royer of Madras Merchants Appellants and Thomas Augustus Fraser one of the Executors Named in the Last will and Testament of Charles Fraser late a Colonel in the Service of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George 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 Honorable the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the Nineth day of August Anno Domini 1796 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

think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honorable the Mayors Court do Stand affirmed and that the Appellants Petition be hence Dismissed with Single Costs in this Court.

Wm Cox
/Signed/ J. Webbe Clk

A True Copy
/Signed/ Emanuel Samuel
Solicitor for Appellant

The Kings Most Excellent Majesty in Council

Between Thomas Augustus Fraser Executor of the last Will and Testament of the late Colonel Charles Fraser of the Honourable East India Companys Military Establishment of Fort St. George Complainant

and

Arunanda Kistna Pillay and Arunanda Royer of Madras Inhabitants &c Defendants

The Answer of the above named Complainant

To the Petition and Appeal of the above named Defendants

May it please your Most Excellent Majesty in Council This Respondent admits that the above named Charles Fraser his this Respondents Testator died on the Twenty fifth day of February One thousand Seven hundred and ninety five file his Bill of Complaint in the Honourable the Mayors Court at Madras-patnam against the Petitioners and did thereby amongst other things state that Munthaw Narrasima Sonagarjalu

Filed in my Office the 12th August 1797
J. Webbe clk

Somayanjalo and Latcheiny Narsiah had borrowed upon
the first day of January One thousand seven hundred and
Ninety four of him this Respondents said Testator the
sum of Five thousand four hundred Madras Pagodas &c
which they had secured to him by a Bond with Mortgage
of two Bankshals in Madras and of Seventy Garce of Paddy
And did further state that the said Munthaw Narrasima
Somayanjalo and Latcheiny Narasiah were unable to
discharge their said Bond and Mortgage at the time
appointed for its payment and in order to enable
this Respondents said Testator without delay to &c
convert the said Bankshals and Paddy so mortgaged
as before mentioned to the liquidation of the said &c
Mortgage Bond had by their Bill of Sale dated
the Eighth day of September then last past conveyed
the said Bankshals to the said Colonel Charles
Fraser at and for the price or sum of Three thousand
Pagodas which sum was accordingly allowed by him the
said Charles Fraser in part payment of the said four &c
Thousand five hundred Madras Pagodas contained in
and

and secured by the said Bond and Mortgage And May
it please your Most Excellent Majesty in Council this
Respondent admits that his said Testator Colonel Charles
Fraser by his said Bill stated that the Petitioners had in
the face of Justice and in defiance of his said Claim and &c
Title seized upon and converted to their own use and account
the said Bankshals and Paddy and that thereby the Petitioners &c
had become liable to him this Respondents said Testator for the
said sum of Four thousand five hundred Madras Pagodas with
the interest thereof all which by the said Bill of Complaint
recited at Length in the Petitioners said Petition and appeal
to your most Excellent Majesty in Council may appear
and may it please your most Excellent Majesty in &c
Council this Respondent further admits that sometime
after exhibiting and filing the said Bill of Complaint
this Respondent said Testator departed this life and the
said suit become thereupon abated and that this Respondents
said Testator having previous to his decease duly made and
published his last will and Testament and therein and
thereby nominated and appointed this Respondent an
Executor

Executor thereof he this Respondent did duly exhibit and prove the same in the said Mayors Court in its ecclesiastical capacity and having obtained Probate of the said Will did as Executor aforesaid exhibit and file a Bill of Revivor of the said suit whereupon the Petitioners did exhibit and file their answer to the said original Bill of Complaint of this Respondents said Testator thereby &c among other things alledging That the said Munthaw Narasima Somayanjaloo had been in the habits of frequently requesting them the Petitioners by means of and through his agent one Oya Narraina to assist this agent with money to carry on his the said Munthaw Narasima Somayanjaloo business That some time in the year One thousand Seven &c hundred and ninety two the Petitioners had been informed that the said Munthaw Narasima Somayanjaloo was desirous to enlarge his concerns and accordingly through his said agent Oya Narnia solicited them to lend this agent Money from time to time and that the Petitioners had advanced Cash to the said agent at different times from the said year One thousand seven hundred and Ninety two down to the fourth day of March One

Thousand

Thousand seven hundred and ninety four That at this time they learned that the said Munthaw Narasima Somayanjaloo by neglect of Insurance had lost a considerable quantity of grain and therefore had applied thro' the said Oya Narniah to the said Munthaw Narasima Somayanjaloo for payment of the money they had so advanced as aforesaid but they never had received any answer to such application either from the said Munthaw Narasima Somayanjaloo or his agent the said Oya narniah who they soon afterwards were informed had withdrawn himself from the Settlement That on the Nineteenth day of April &c following three of the Creditors as the Defendants termed them of the said Munthaw Narrasima Somayanjaloo had filed Bills of Complaint against him in the Honourable the Mayors &c Court and prayed sequestration of his goods to satisfy their &c (alledged) Claims and that the Petitioners had heard that the said Munthaw Narasima Somayanjaloo thro his Vengeply &c Maruadah Bonapah who had succeeded to the charge of the said Munthaw Narasimah Somayanjaloo Banksals and their contents after the elopement of the said Oya Narniah had entreated such pretended Creditors to forbear legally

prosecuting

prosecuting their said Claims and had promised to give every satisfaction in his power by an assignment of all his Banksals and goods in Madras and the grain in the Banksals together with the consignment of such other Grain as was upon the way to Madras That the said Narawadah Bonapah who as before mentioned was the said Munthaw Narasima Somayanjaloo's Comy cosily had upon the Twenty third day of april following executed an assign-ment in their favor of such Banksals which the grain therein & contained as well as that consigned and upon its way to Madras That a copy of this assignment was sent to the said Munthaw Narasima Somayanjaloo from whom upon the Twenty ninth day of May they had received back such copy together with a letter approving thereof upon which they ceased further prose-cution of their said Complainants before the Mayors Court and took charge and custody of the said Banksals and grain That about the Tenth day of June said year the Petitioners being informed that a Paddy Vessel assigned to them as aforesaid had sprung aleak and put into the Port of Doragapatnam where the said Munthaw Narasima Somayanjaloo's agents not having money sufficient to forward the Charge to Madras the

Petitioners

Petitioners were at the Expence of transhipping such cargo and of bringing it to and landing it at Madras and that such Cargo amounded to Eighty Garce of Paddy which they sold by Retail That sometime in august following the said Munthaw Narasima Somayanjaloo applied to them by letter to grant him a Letter of Licence for the Term of five years to which they & would not agree but offerd him three years to which the & Petitioners heard he thankfully agreed but afterwards thro the advice of the agents of the said Colonel Charles Fraser objected and insisted on five years which demand they rejected — That on the sixteenth day of December following the Petitioners were for the first time informed of the said Colonel Charles Frasers said Claim the particulars of which they learned upon enquiry That they the Petitioners could prove that the said Banksals did not in January one thousand Seven hundred and Ninety four contain Seventy Garce of Paddy mentioned to be Mortgaged by the before Mentioned Bond and Mortgage and thence inferred that the said Mortgage was fictitious and executed in collusion to defraud them That in this View they had threatened the said Colonel & Charles

Charles Frasers agents with a Complaint and had heard it was in consequence of such threats that the Notarial Seals put upon the locks of the said Banksals by such agents were withdrawn But upon the Twenty second day of the same month their &c Retailing was again interrupted by a Notary who formally &c protested against their proceedings a Copy of which protest had been served upon them That they now instructed and appointed auctioneers to sell the said Banksals with their contents which were sold accordingly all which is more at length contained in the Petitioners said answer to the said Bill of Complaint and recited in the said Petition and appeal to your Most Excellent Majesty in Council and this Respondent further admits that to the said answer he did Exhibit and file his Replication and did therein and thereby deny that the said Munthaw Narasima Somayanjaloo had ever applied to the Petitioners thro his said agent Eya Narniah for Cash as alledged by the Petitioners in their aforesaid answer- For that if the said Munthaw Narasima Somayanjaloo and Latchemy Narsiah had been in want of such advances they would have applied directly themselves by writing and for the amount granted their Bond or

other voucher which alone could have given the Petitioners any claim upon the Estate of the said Munthaw Narrasima &c Somayanjaloo and Latchemy Narsiah for Money advanced upon their accounts and at their request to the said Eya &c Narniah who was only their agent and this Respondent did in and by his said Replication further say that the said Munthaw Narasima Somayanjaloo and Latchemy Narsiah did not at the time alledged by the Petitioners in their aforesaid answer enlarge their the said Munthaw Narasima &c Somayanjaloos and Latchemy Narasiahs concerns nor when they did so principally by means of the assistance afforded them by this Respondents said Testator who sometime in that year lent them the sum of Ten thousand pagodas which was punctually repaid in consequence of which punctuality this Respondents said Testator was induced in January One thousand seven hundred and ninety four to lent the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah the further sum of four Thousand five hundred Madras Pagodas upon the before mentioned banksals and

Seventy

Seventy Garce of Paddy And this Respondent did in and by his said Replication further say that it had been most probably by Means of this sum together with the Ten thousand Pagodas lent by this Respondents said Testator to the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah in March following that they had been enabled to furnish the large Consignments which they made to Madras in the beginning of the year one thousand Seven hundred and ninety four But this Respondent did deny that about this time the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah had lost by neglect of Insurance a considerable or any quantity of the grain so consigned on the contrary all such consignments were safely landed at Madras and this Respondent in his said Replication denied that the Petitioners had made any application about this time to wit the beginning of March one thousand Seven hundred and ninety four to the said Munthaw Narasima Somayanjaloo or that the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah had any knowledge of the Transactions that might have taken place between the Petitioners and the said Eya Narniah and the Petitioners themselves

themselves did not pretend that ever they had received any answer to such alledged application And this Respondent in his said Replication said that the said Eya Narniah might have borrowed on his own account money of the Petitioners and others but it was highly absured and unreasonable to suppose that such transactions should be binding upon the said Munthaw Narasimah Somayanjaloo and Latchemy Narsiah without some previous and particular authority from them for such acts or some legal and explicit posterior approval of them and this Respondent did in and by his said Replication further say that he would in due time prove that the said Munthaw Narasimah Somayanjaloo and Latchemy Narsiah had timely informed their agent of the aforesaid Mortgage and Bill of Sale and had given strict orders that the aforesaid Banksals with their contents should have been applied in paying off and cancelling the debts owing as aforesaid to this Respondents said Testator And this Respondent did say it was upon receiving such information and perceiving his designs thus unexpectedly frustrated that the said Eya Narniah absconded upon which the Petitioners

Petitioners and others the real or pretended Creditors of the said Eya Narriah combined and set themselves about circumventing the Comycoply upon whom the charge of the said Bankseals and Consignments devolved - That in this they the Petitioners and their confiderates had succeeded by extorting from him the paper writing they termed an afsignment and mentioned in their said answer - and by compelling him to deliver them the keys of the said Bankseals and this Respondent did in and by his Replication say that if the Petitioners or others their confiderates had ever wrote with a copy of the said pretended afsignment to the said Munthaw Narasima Somayanjaloo and Latchemy Narsiah or if ever they had received any answer from the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah to such pretended Letter such answer if any such had ever existed did not so much as acknowledge the pretended afsignment Nevertheless the Petitioners had kept the posefsion which they had afsumed and disposed of the said Bankseals and grain as in the said Bill of Complaint was mentioned and charged and this Respondent did in his said Replication further say that if (as alledged by the Petitioners) certain persons pretendedly creditors of

of the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah but really the confiderates of the said Defendants had filed Bills of Complaint against the said Munthaw Narasima Somayanjaloo such a circumstance never had come to his the said Munthaw Narasima Somayanjaloo knowledge who never had wrote or intreated as they the Petitioners had in their said answer alledged and that such persons the Petitioners confiderates must have withdrawn their Complainants from no other motive but the dread of legal delay as fatal to their ... scheimes and intentions and this Respondent did deny that ever the said Munthaw Narasima Somayanjaloo had wrote the Letter which the Petitioners exhibited under date the Seventeenth day of april One thousand seven hundred and ninety four which the Petitioners had endeavoured to bring in as authorising the said Munthaw Narasima Somayanjaloo and Latchemy Narsiah's Comycoply to grant the foresaid pretended afsignment - Had the case been as the Petitioners had alledged the said Munthaw Narasima Somayanjaloo and Latchemy Narsiah could have granted their own afsignment which it was natural to suppose the Petitioners and their

their

their Confederates or some of them had they been conscious of a title to it would have sought to obtain and this Respondent by his said Replication denied that the said Munthaw Narasima & Somayanjaloo had at any time applied to the Petitioners and others their Confiderates for a Letter of Licence for the term of five years or for any other term or that he had accepted any offer of a Letter of licence for three years or that he had afterwards rejected this offer and insisted upon five years But if such a circumstance had happend it in noawise tended to establish the claim set up by the Petitioners on the contrary it was impertinent and unconnected with the issue of this cause And this Respondent by his said Replication said that he trusted he would in due time establish the contrary of the Petitioners assertion that they had no knowledge or information of his said Testators Claim and title before the sixteenth day of December One thousand seven hundred and ninety four — For this Respondent said they had been made acquainted with such title before they obtained the said pretended assignment And this Respondent admitted that there might not have been Seventy Yarce of Paddy in the said Banksals in the month

month of January One thousand seven hundred and ninety four But said there were at that time Seventy three Yarce and a½ half of Paddy at Cailingapatnam on its way to Madras and on which Paddy accordingly soon after arrived there in safety and was deposited in the Banksals And this Respondent did in and by his said Replication further state that it was on account of the Petitioners and their Confiderates proceedings so as aforesaid stated that the said Munthaw Narasima Somayanjaloo and Latchemy Narasiah were reduced to the necessity of executing a Bill of Sale of the said Banksals in favour of this Respondents said Testator all which is at length contained in the said Replication and recited in the Petitioners Petition and appeal to your Most Excellent Majesty in Council and this Respondent admits that to the said Replication the Petitioners did exhibit and file their Rejoinder as the same is fully recited in their said Petition and appeal to your Most Excellent Majesty in Council and May it please your most Excellent Majesty in Council This Respondent admits That upon the several pleadings aforesaid being had in the said Cause Issue did join and Rules did pass for the examination of witnesses

and

and that witnesses were accordingly examined on the part and on behalf both of this Respondent and of the Petitioners And May it please your Most Excellent Majesty in Council This Respondent here proposes to take a review of the Depositions of the witnesses on purpose to point out the principal heads to which the witnesses have deposed as well as to place the facts deposed to in their natural light and proper order And first Soobaroy Moodeliar who was Dubash to the said Deceased Colonel Charles Fraser in answer to the third Interrogatory Deposed to the validity and dues execution of the Exhibit A or Bond and Mortgage for the sum of Four thousand Five hundred Pagodas and in answer to the fourth Interrogatory he deposed to the validity and due Execution of the Exhibit marked B or Bill of Sale of the Banksals in consideration of three thousand Madras Pagodas The only other witness this Respondent conceived it necessary to adduce was Maravadah Bonapah who was Conicopoly under the said Eya Narniah and succeeded him in the charge of the Banksals &c. In answer to the Second Interrogatory he deposed that he was employed by the said Eya Narniah for four years previous to the year one

Respondents Proof Soobaroy Moodeliar No. 1.

Respondents Proof Maravadah Bonapah No. 1.

one thousand seven hundred and ninety four when the said Eya Narniah was obliged to abscond from Madras on account of some Debts he had contracted To the Third Interrogatory the Deponent said that he did as Conicopoly to Munthaw Narasima Somayanjalo and Latchemy Narsiah upon the said Eya Narniahs absconding take charge of their two Banksals with the contents That he did receive intimation from the said Munthaw Narasima Somayanjalo and Latchemy Narsiah that the said Banksals together with their contents were mortgaged to Colonel Fraser That he received orders to deliver them over to Mencatachelliah Gomastah to the said Colonel Fraser That he did not obey such orders having been prevented by the Creditors of the said Eya Narniah who as soon as they heard that the Deponent was to deliver over the said premises to Colonel Frasers Gomastah carried the Deponent to one Mencatchellum Chitty at that time in the Felons Jail when he was threatend very much and afterwards brought to the house of one Balakistna Pillah (the Testator of the Petitioner Ramanda Kistna Pillah) who took the keys of the Banksals from him and with some others took possession of

Respondents Proof

of

of the said property under the charge of the Deponent That this was subsequent to the intimation of an incumbarance on the said property which was not delivered up by him voluntarily but on compulsion as already stated - That the Creditors of the said Eya Narniah &c told him he should be flogged and carried to Jail if he did not comply with their wishes To the fourth Interrogatory the Deponent said that the Exhibit No 1. (the pretended assignment) was signed by him under the idea that it was to enable the Petitioners and others Creditors of the said Eya Narniah to contract with the Merchants for the sale of the Paddy and Rice out of the proceeds of which they promised to pay Colonel Fraser That he was not allowed to read the said paper or assignment and in answer to the fifth Interrogatory That the said Ballahistna Pillah the principal Creditor of the said Eya Narniah about five or six days previous to his the Deponents signing the said &c paper promised to satisfy the amount of Colonel Frasers Mortgage on condition that the Deponent would sign the said paper -

The same Deponent in answer to the fifth Interrogatory (Deposition No 2) Deposed to the validity of the Exhibits marked C and D and in answer to the Sixth Interrogatory Deponent said that

Respondents Proof -

that he did not any where in the Exhibit No 3 distinguish the &c handwriting of the said Munthaw Narasima Somayanjalo whose hand writing he very well knew having often seen him write - That the Cover in which the said Exhibit No 3 was folded up did not belong to such Exhibit but another Exhibit marked E then shewn to him which Exhibit E was a letter from his Brother in Law and came inclosed in the said Exhibit No 3 That the reason why the Exhibits E and No 3 had become &c separate was that the before mentioned Balahistna Pillah one of the Creditors of the said Eya Narniah desired this Deponent to shew him the letter he had as aforesaid received from his &c Brother in Law which Deponent did accordingly shew and left it with him But Deponent only received back the &c Exhibit E with information that the Cover (Exhibit No 3) was lost - and May it please your most Excellent Majesty in Council - Parsooramah Moodelly Dubash Inhabitant &c Madras a witness adduced on the part of the Petitioners to the second Interrogatory said that he had heard of one Munthaw Narasimah Somayanjalo who carried on trade to Madras in Rice Paddy and other articles from Bengal Coulingapatam

Petitioners Proof - No 3

and

and other Northern Circars for the period of three years But that such trade was not carried on by him personally but thro' one Eya Narniah his Gomastah That Deponent had heard that the said Munthaw Narasima Somayanjaloo had in the year One thousand seven hundred and ninety two through the means of the said Eya Narniah applied to Aununda Royer (one of the Defts) and others for a loan of a large sum of money That Eya Narniah had said the purpose for which he wanted such money so requested on loan was to extend the trade of the said Munthaw Narsima Somayanjaloo And that Deponent was informed by the before mentioned Balakistnah Pillah that he had lent a large sum of money to the said Eya Narniah on account of the said Munthaw Narasimah Somayanjaloo in consequence of the said application To the Third Interrogatory Deponent said that he had known the said Eya Narniah for about four or five years - That he left Madras about three years ago but Deponent did not know where he went - Deponent said Eya Narniah left Madras in consequence of the importunities of his Creditors - That he said Eya Narniah was Employed at Madras ten years to the knowledge of Deponent as the Gomastah

Petitioners Proof No 3

Gomastah of Munthaw Narasima Somayanjaloo and discontinued to act as such about three years ago that the said Munthaw Narasima Somayanjaloo had appointed in the room of the said Eya Narniah one Maravada Bonapah to act as his agent or Gomastah at Madras and this Maravada he had so known for three years who was publickly received as Gomastah or agent in the said Eya Narniahs room That Deponent was present when the said Maravada Bonapah executed the paper writing or assignment before mentioned but to Interrogatory fourth said that his name was not signed as a witness thereto —

Lowsala Rangapah Chitty Coral Merchant In answer to the second Interrogatory Deposed that he had heard of one Munthaw Narasima Somayanjaloo and who carried on trade for Twelve years with the Petitioners and others not only personally and directly but through his Gomastha - That sometime in the year one thousand seven hundred and ninety two he applied through this Gomastha to the Petitioners and others for a loan of Thirty thousand Pagodas which the Gomastha said was for the purpose of extending the said Munthaw Narasima Somayanjaloos concerns in trade

Petitioners Proof No 2.

and

And that Petitioners and others at sundry times made advances of Cash to the amount of Thirty Thousand Pagodas to the said Eya Narniah on behalf of the said Munthaw Narasima Somayanjaloo. To the Third Interrogatory Deponent said that he had known Eya Narniah for Eight years and that he left Madras upwards of two years ago in consequence of the importunities of the Creditors of Munthaw Narasima Somayanjaloo To the remaing part of this Interrogatory and to the Fourth Interrogatory this witnesses answers are to the same purpose as Parsooramah Moodellys (No.3.) And to the Seventh Interrogatory the said Deponent did answer and say that three or four months after the said Eya Narniah had left Madras the said Moravada Bonapah applied to the before mentioned Balakista Pillah the Petitioner aununda Royer and others to freight a Vessel to Doorgarazpatnam to bring from thence to Madras the cargo of another vessel consigned by the said Munthaw Narasima Somayanjaloo to Madras which had put into Doorgarazpatnam in distress which they accordingly did - and to the Twelfth Interrogatory Deponent said that he had been employed by the said Eya Narniah as Interpreter for

Petitioners proof No. 2.

four years during which he had charge of the said Bankoals That he did not recollect the exact quantity of Paddy within the said Bankoals during such his own charge but that there was in the month of January One Thousand seven hundred and ninety four Two Garee and an half of rice in them and moreover that neither this Respondent nor any other person on his behalf did ever pretend to have any claim or Title in the said Bankoals or any grain contained in the same - and May it Please your Most Excellent Majesty in Council &c.

No 4 - Namula Singia Merchant a third witness adduced on the part and behalf of the Petitioners Deposed in answer to the fourth Interrogatory that he was a witness to the execution by Maravada Danapah of the said Paper writing or assign-ment (No.1) and to Interrogatory fifth the said Deponent said that he did not know whether any copy of such writing was or was not made or sent to the said Munthaw Narasima Somayanjaloo and not knowing Munthaw Narasima Somayanjaloos hand writing because he had never seen him write he did not know of whose hand writing the Exhibit No 2 was but had been told by

No 5.

by Moravada Bonapah that it was of the hand writing of the said Munthaw Narasinna Somayanjalo Mullah Convicty of Inhabitant of Madras a fourth witness produced on the part of the Petitioners in answer to the fifth Interrogatory said that he had seen the paper writing No 1. executed by the said Maravada Bonapah and that about Ten or Twelve days thereafter a copy was made out to be sent and was sent by post to the said Munthaw Narasinna Somayanjalo who acknowledged the Receipt of it in a Letter by him to the Petitioners and others and altho' Deponent had not seen the said Munthaw Narasinna Somayanjalo write he had often seen Letters from him and was thereby well acquainted with the Character and manner of his hand writing and that he believed the said paper writing No 2. to be of the proper hand writing of the said Munthaw Narasinna Somayanjalo To Interrogatory Sixth Deponent said the said paper writing No 2 was directed and sent to Cuttah Vencatachelliah and Parungalalore Balakistna Pillah two of the persons above mentioned and that it was received by them on or about the Twenty ninth day of may One Thousand seven hundred and ninety four That the Petitioners and others did prior to the Receipt of the said letter about fifteen or Twenty days proceed to the Banksals when Charge or possession of them with their Contents was delivered by the said Moravada Bonapah Gomastha to the said Munthaw Narasinna Somayanjalo in consequence of a debt owing by him to them That the said Banksals &c had been in the possession of the said Moravada Bonapah for seven or eight days before the delivery as aforesaid &c That they Continued in the possession of the said Petitioners and others for nine months after such delivery and were sold by the said Balakistnapillah and others in the month of January One thousand seven hundred and ninety five and in the precise words of the said Deponent the said Deponent did say that

Petitioners Proof No 5.

"Neither the Complainant in the Title of those Interrogatories
"Named nor any other person on his behalf did at any time
"during the possession of the said Banksals by the said Defendants
"claim or pretended any right or Title thereto or to any part
"thereof or to any quantity of grain therein contained" To the Ninth Interrogatory the same Deponent said that he was employed in the Service of the said Balakistna Pillah the Petitioners and others for Twenty two months from the month of April One thousand Seven hundred

Petitioners proof No 3

hundred and ninety four for the purpose of receiving and selling a Cargo of Rice and Paddy from on board certain Vessels in Madras Roads and that the said Maravadah Bonapah and another did attend on the part of the said Munthaw Narasima Somayanjaloo to see such grain unshipped and landed and that the grain when landed was placed under his the Deponents care for account of the said Petitioners and others and to the Tenth Interrogatory the said Deponent said that no person to his knowledge pretended to have any claim to the said Paddy at the time of landing it nor at any subsequent time to the Eleventh interrogatory the said Deponent said That three or four months after the importation of the said grain the said Moravadah Bonapah went to the said Balakistna Pillah the Petitioners and others with a proposal in writing from the said Munthaw Narasima Somayanjaloo in order to obtain a licence to pursue his business without molestation for the Term of five years which the said parties objected to because the security for their demand was not adequate but with adequate security offer'd him a Letter of Licence for three years That the said Maravadah Bonapah about Two months after this went a second time to the said persons with the offer of another proposal for licence to be granted unto the said Munthaw Narasima Somayanjaloo for the said Term of five years but such proposal was not accepted To the last Interrogatory That Mention was made in the said paper No 1. of a Vessel laden with Grain at Calingapatnam which Vessel being a bad Sailer was not able to come farther south than Durasapatnam where it arrieved about three months after delivery of the said paper writing No 1. or assignment when the said Moravadah Banapah advised the Petitioners and others aforesaid to freight a Vessel to Durasapatam to bring the said grain to Madras which they did accordingly where the same was sold and may it please your Most Excellent Majesty

No 10

in Council-Areyapah Comicoply Inhabitant of Madras or In answer to the Ninth Interrogatory said that in the year One thousand Seven hundred and ninety five he or purchased from the Petitioners one hundred and Sixty Garce of Paddy and Sixty Garce of Rice and to the tenth Interrogatory That no person or persons either on his or their own account or on behalf or account of this Respondent or

or any other person or persons did pretend to have any Claim or Title to the said Paddy at the time it was received by Deponent and may it please your Most Excellent Majesty in Council This Respondent admits That upon the Examination of witnesses as aforesaid publication did pass and the Cause came on to be heard before the said Mayors Court on the ninth day of august One thousand Seven hundred and ninety Six when the said Mayors Court was pleased to order and Decree that the Petitioners Should pay unto this Respondent the full and just sum of Five thousand Six hundred and thirty one Star Pagodas Twenty fanams and twenty cash Together with all such interest as then was or thereafter should become due thereon from the Twenty fifth day of February One thousand Seven hundred and ninety five at the rate of Twelve per cent per annum until full payment was made together with double costs of suit as by a Copy of the said order and Decree which this Respondent admits to be a True Copy annexed to the Petitioners Petition and appeal may appear and this Respondent further admits that from the said order and Decree the

Petitioners

Petitioners did exhibit and file their Petition and appeal to the Honble the Court of appeals at Madraspatnam therein and thereby recciting setting forth and stating the several pleadings Evidence and proceedings had in the said cause and this Respondent admits that as cause of appeal from the said order and Decree of the said Mayors Court the Petitioners assigned the reasons which they have recited in the Petition and appeal to your Most Excellent Majesty in Council and May it please your most Excellent Majesty in Council this Respondent admits that to the Petitioners said Petition and appeal to the Honourable Court of appeals he this Respondent did Exhibet and file his answer therein and thereby admitting stating and answering as the said Petitioners in their Petition and appeal to your Most Excellent Majesty in Council have setforth and this Respondent admits that the said Petition and appeal and answer coming on to be heard before the said Honble the Court of appeals That Court did order and Decree that the said Decree of the Honourable the Mayors Court should stand affirmed and that the Petition and appeal should be thence

dismissed

dismissed with single costs in the said Court of Appeals as by the copy order and Decree of the said Honourable Court of appeals annexed to the Petitioners Petition and appeal to your Most Excellent Majesty in Council may appear But the Petitioners feigning still to feel themselves aggrieved by the said Decree of the Honble the Mayors Court and &c affirmation thereof by the said Honourable the Court of appeals have appealed therefrom to your Most Excellent Majesty in Council for certain pretended reasons which this Respondent says are neither founded in fact nor &c supported by reason and to which he humbly offers to &c your Most Excellent Majesty in Council the following answers and in answer to the first pretended reason this Respondent says that it is only necessary to refer to the aforesaid Bond and Mortgage and Bill of Sale which have been exhibited and established by proof to shew and demonstrate this Respondents right and title in the matters and things he has sought to recover by his said Bill &c Complaint and it is only necessary to refer to the &c Pleadings the Petitioners Exhibits and witnesses &c

Depositions

Depositions in this Cause to shew that the possession of the Petitioners and their Confederates was neither established by any Title nor warranted by any authority It follows that their right of property and possession does not require to be beat down as the Petitioners have expressed themselves It has fallen of itself and further May it Please your Most Excellent Majesty in Council This Respondent humbly contends that the said Bond and Mortgage and Bill of Sale have been established as legal and valid by all the requisites and formalities of Law by all the witnesses &c they have been attested and verified by the &c best evidence possible to be had and further this Respondent says it was a very special circumstance in favour of the testimony of the said Soobaroy Moodelliar that he had been Head &c Dubash to this Respondents Testator and privy to all his concerns of business and particularly present at the Execution of the before mentioned Deeds The said Soobaroy Moodelliar then being the only person to whom this Respondent could apply for information respecting the residence of the said subscribing witnesses and he being ignorant where they &c were to be found his own testimony was the next best evidence of

the

the validity of the said Deeds this Respondent could adduce and this Respondent humbly hopes your most Excellent &c Majesty in Council will coincide in Judgment with the Courts below whose decisions have certified the weight of the Said Soobarey Moodelliars Testimony and as the &c Petitioners never did so much as question or adduce any evidence to disprove the hand writing or subscriptions of the said Muinthaw Narasima Somayanjaloo and &c Latchemy Varsiah to the said Bond and Mortgage and Bill of Sale this Respondent humbly Submits it is highly irregular as it can now be of no service to the Petitioners to allledge before your Most Excellent Majesty in Council that the said Deeds are fictitious Instead of having questioned the authenticity of the said Deeds it is evident from the pleadings in this Cause and the Petitioners proof that for establishing their pretended Claim and Justifying their extraordinary proceedings they rested intirely upon what they pretended to constitute a preferable title in their own favor to wit the aforesaid paper writing No 1. which they extorted from the said Maravada Bonapah and their

subsequent

subsequent posession of the property therein mentioned as if a &c forcible intermeddling with and posession of a thing could create a claim or constitute a Title to or a property in it with regard to the observations of the Petitioners upon the &c words "In hand paid" in that part of the said Soobareys Moodelliars deposition which relates to the Bill of Sale this Respondent says they might as well have opposed to the Validity of the Bill of Sale the words "and received the Money at the very time of the Sale thereof" in the Bill of Sale itself — The latter words quoted mean no more than that the money had been received and was still owing at the time the Bill of Sale was granted and that it was granted for a Valuable consideration. The former mean no more than that the money in consideration of which the Bill of Sale was &c granted had been in hand really paid and here this &c Respondent begs leave to observe to your Most Excellent Majesty in Council that the Depositions being taken through the medium of an Interpreter respect is necessary to be had to the frequency and facility of misinterpretation and the ignorance of the real import of English Law phrases as well

as well as to the different powers of the different languages Wherefore
May it please your most Excellent Majesty in Council this
Respondent in answer to the Petitioners second pretended
reason of appeal says that the said Soobaroy Moodeliars deposition
does not contain within itself any thing destructive of its credit
nor incompatible with the allegations contained in this Respondents
said Bill of Complaint and may it please your Most Excellent
Majesty in Council this Respondent is little concerned what sinse
is ascribed to this pafsage of the Deposition The plain narrative
contained in the Bill of Complaint of this transaction in question
redicules the probability of a wish to disguise it and much more so the
idea of having influenced a witnefs to that effect altho this Respon
-dent may acknowledge that he is not cannot be presumed to be
well acquainted with all the Businefs transactions of his Testator
Nor was the Testator himself at the time the said Bill of Complai
-int was framed and filed nor for sometime preceeding (for it was
framed during is last illnefs) able fully to attend to his own
affairs yet this Respondent says that the said Soobaroy moodeliar
was and is thoroughly acquainted with the said Testators affairs
and that if he this Respondent were to be bereft of the knowledge
afsistance and evidence of the said Soobaroy Moodeliar in recovering
and proving the debts due to his Father the said Testator he should
be incapacitated from rendering effective the powers committed to
him as his Testators Executor and fulfilling the duty he owes to
his mother as the Relict and himself and others as the heirs of his
father and further May it please your Most Excellent Majesty
in Council This Respondent in answer to the Petitioners third
pretended reason of appeal says that if brevity generality or the
want of speciality were to be sustained as an objection to the
Validity and authenticity of the said Deeds no Deed or Writing
of that sort framed by
contain within itself the signs of its validity and authenticity
This reason of appeal then this Respondent is humbly confident
will be of as little effect as any of their other reasons in advancing
the desires and intentions of the Petitioners To the fourth pretended
reason of appeal this Respondent says it is not so much as
alledged nor is it any where in proof that the Petitioners or
any of their Confiderates were in pofsefsion of the Title Deeds
of the said Godowns or Bankfals nor that their pofsefsion and
sale as aforesaid was authorised or confirmed by their having in
any

any manner in their power or by their having any probable view of bringing within their power such Title Deeds But if the Petitioners had had such Title Deeds in their possession surely they do not &c suppose that circumstance of itself could have given them a preferable claim upon the said Banksals - It would in such case have been incumbent upon them to have shewn how they came by the said Title Deeds as well as by what right they could have converted &c them to their own purposes and admitting that there might not have been Seventy Garce or any quantity of Paddy in the Banksals in question at the date of the Bond and Mortgage this Respondents right will be in nowise affected by such a &c concession It sufficies for him that that or any quantity of paddy corresponding to the said Mortgage should at any period while that Deed remained in force have been in his this Respondents possession or in other words in his premises and such being the fact this Respondent most humbly contends that he did thereby acquire a good and lawful possession to every intent of his said Mortgage and he saith and the shewing of the Petitioners themselves will prove that such his this Respondents rightful possession hath been infringed and violated by the petitioners

without

without any other ought whatever For answer to the fifth pretended &c Reason of appeal this Respondent says that the Notoriety and Illegality of the outrageous conduct of the Petitioners was and is sufficient to warrant this Respondent in demanding and the said Honourable the Mayors Court and Court of Appeals in adjudging the Petitioners to pay a heavier mulct than Double Costs as this Respondent humbly hopes will appear to your Most Excellent Majesty in Council For lastly the Petitioners have failed to make out in palliation of their atrocious the smallest claim against the said Manthaw Narsinha Latchemy Narsiah The Petitioners have pretended that the first circumstance which led them to apply for payment of the Money which they have lent to the said Ega Moorsiah or account

3.

of the said Munthaw Narasima Somayanjaloo was certain news or received the fourth of March One thousand seven hundred and ninety four of a loss which had happened to the said Munthaw Narasima Somayanjaloo through his neglect of Insurance It does not or however appear that such a loss had ever happend on the fifth of March the very day following such news and application the said Eya Narniah absconded and it appears from the Deposition of or Parsooramah Moodelly (N.º 3.) a witness adduced on the part of the Petitioners that he so absconded "In consequence of the importunities of his Creditors" which words the Petitioners have disingenuously omitted in their recital of the said Parsooramah Moodellys Deposition in their Petition and appeal to your most Excellent or Majesty in Council But if this Respondent were to waive that proof and this circumstance so much in his favor and against the Petitioners they certainly did not hope that it would be supposed or that they could convince your Most Excellent Majesty in Council that the said Eya Narniah would have absconded on account of the importunities of any other than his own Creditors For that the Petitioners and others their Confiderates were really the Creditors of the said Eya Narniah and not of the said Munthaw Narasima or Somayanjaloo

Somoyanjaloo and Latchemy Narasiah is further confirmed by the Deposition of the said Maravada Bonapah a witness adduced on the part of this Respondent and it is evident that as the said Eya Narniah alone is said to have applied to the Petitioners and others their Confiderates for money whatever pretences he might have fallen upon to induce them to comply with his desires and whatever or assertions and reports they may have afterwards fabricated to advance their schemes or justify their proceedings the said Eya Narniah alone was and is answerable to the Petitioners for such money Neither the Petitioners nor any of their Confiderates have so much as urged a claim against the said Munthaw Narasima Somayanjaloo and Latchemy Narsiah nor have they urged any defence that can in any degree vindicate their measures Scarce had they time to ascertain that the said Eya Narniah had really absconded when they took measures to obtain possession of the keys of the said Banksals and to terrify the said Maravada Bonapah the Cericaply or Warehouseman upon whom devolved the Charge of the Banksals and grain therein and in the Ships in the Roads not only to deliver up the said Keys but to sign a paper which they termed an

an assignation of the Bankshals and all the grain belonging to the said Muinthaw Narasima Somayanjaloo which then had arrived or thereafter should arrive at Madras This Pretended assignation proceeds upon the narration that the said Munthaw Narasima Somayanjaloo in a Letter said to be dated the Seventeenth day of april had appointed the said Maravadah Bonapah to the management of his affairs with power to employ such people under him as he should think fit to attend to the importation and sale of the said Munthaw Narasima Somayanjaloos goods at Madras and afterwards narrates another letter said to be dated the Eleventh day of March The first mentioned of the pretended letters (which has been produced by the Petitioners and is marked No 3 in this cause) the said Maravada Bonapah has deposed does not in any part of it contain the hand writing of the said Munthaw Narasima Somayanjaloo and that the cover in which it is inclosed does not belong to it which indeed is evident upon inspection for the past marks upon the Cover Shewing the day upon which it was put into the Post office at Madapollam is the "Eleventh of april" whereas the letter it is made to inclose is dated Six days

days later to wit the Seventeenth day of april The last protended letter of the Eleventh of March mentioned in the assignation the Petitioners never have produced and therefore this Respondent says it never did exist in any other manner than as the preceding and no such or letters ever were wrote by the said Munthaw Narasima Somayanjaloo But moreover upon inspecting the said pretended Letter of the Seventeen of april it does not appear to give to the said Maravada Bonapah any greater authority than to appoint such people under him as he should think fit to attend to the importation and Sale of the grain consigned to Madras Were this Letter thus authentick it confers upon the said Maravada Bonapah no power to transfer otherwise than by way of Sale the property of his Employers. The said pretended assignation therefore even had it been fairly and regularly obtained and were the said Letters upon which it is said to be founded not fictitious could have conveyed to the Petitioners and their confederates no power other than that of assisting the said Maravadah Bonapah in the sale of the said property for account and behoof of his employers the said Munthaw Narasima Somayanjaloo and Lutchmy Narsiah - But further the Petitioners have pretended or

that

that the said Munthaw Narasima Somayanjaloo wrote a letter of dated the Twenty ninth day of May following confirming the said assignation and approving of their proceedings To prove that these assertions of the Petitioners are equally false and unfounded as their others this Respondent begs leave to refer your most Excellent Majesty in Council to the inspection of this pretended Letter dated produced in this Cause and marked No 2 - and it does not appear to this Respondent to deserve more credibility than the two former For Muttiah the only witness who deposes to its authenticity it is observable has been has been very [illegible] forward in positively deposing to circumstances which with the same breath he has acknowledged were beyond the sphere of his direct and positive knowledge For instance he has deposed he was well acquainted with the hand writing of the said Munthaw Narasima Somayanjaloo altho he confesses he never saw him write That the said Letter No 2 - was addressed to two persons Cutta Vencatchelliah and Parungalatoo Balahistna Pilly who received it on or about the Twenty ninth day of May whereas upon inspection it appears to be addressed to several persons and to be dated the Twenty ninth day of May This witness has further deposed that the Banksals and grain were

delivered

delivered to the Petitioners and their Confiderates about only fifteen or Twenty days previous to the Receipt of such letter altho at the same time he deposes that the said Naravada Bonapah had been in possession of them for only seven or eight days preceding such delivery Now it appears by the Petitioners own admission and by the recital of the said Pretended assignation that the said Naravada Bonapah had been in possession of the said Banksals &c from the fifth day of March the day on which the said Eya Narniah absconded - From which day reckoning to the ninth day of May Twenty days previous to the date of the said letter No 2 would make the duration of the said Naravada Bonapahs possession Two months and four days and altho this witness Muttiah has deposed that "neither this Respondent nor any person on his behalf" which words the Petitioners have amended in the recital of this witnesses Deposition in their Petition and appeal to your Most Excellent Majesty in Council by adding the word Testator for there it stands "Neither this Respondents Testator nor any person on his behalf had interrupted the Petitioners in their possession for nine months yet this Respondent must suggest the Petitioners themselves have

have admitted in their answer that they were formally interrupted on the Sixteenth day of December sometime at least before they sold to the said Banksals and the whole of the grain they had intermeddled with. The next circumstance brought forward by the Petitioners in support or Justification of their Conduct and to which their said witness Muttiah alone deposed was the alledged application of the said Munthaw Narasima Somayanjalo by letter sometime in august for a letter of Licence for five years his accepting of Three and again insisting on five years But this pretended Letter dated sometime in august the Petitioners never produced in this cause and accordingly their said witness Muttiah has converted the said Letter into a proposal in writing offered through the medium of the said Maravada Bonapah to the before mentioned Balakistna Pillah who rejected it for want of sufficient security This Respondent however has denied both the letter and the proposal in writing and is humbly confident that from what he has formerly stated in the pleadings in this Cause before the Honourable the Mayors Court and Court Court of appeals at Madraspatnam and from what in this his answer to the Petitioners Petition and appeal to your Most Excellent Majesty in Council he has now stated it will appear

to

to your Most Excellent Majesty in Council that this Respondents Title Stands unimpeached and uncontroverted by any fact which the Petitioners have alledged or any argument or Evidence which for that purpose they have adduced and that on the other hand it will be as equally evident that the Petitioners have not made it appear either by written or parole evidence that the said Eya Narniah was indebted to them or any or either of their Confiderates in any sum of money on his own account much less on account of his principals the said Munthaw Narasima Somayanjalo and Latchemy Narsiah or either of them That the intermeddlings of the Petitioners and their Confiderates with the property of the said Munthaw Narasima Somayan-jalo and Latchemy Narsiah and their Conversion thereof to their own use was unauthorised and unsupported by any act direct or indirect of them the said Munthaw Narasima Somayanjalo and Latchemy Narsiah That the proceedings and conduct of the Petitioners and their Confiderates have been in the highest degree illegal and unjust and that therefore they are liable and bound not only to satisfy this Respondents aforesaid demand but on account of their violent and illegal proceedings to satisfy Justice in such extraordinary costs or penalty as your most Excellent Majesty

in

in Council in your wisdom shall deem adequate and adjudge —

For all which reasons and such others as may be offered on behalf of this Respondent at the hearing of this Cause This Respondent humbly hopes your most Excellent Majesty in Council will be pleased to affirm the Orders and Decrees of the said Honble the Mayors Court and Court of Appeals at Madraspatnam and to dismiss the Petitioners Petition & Appeal with exemplary costs —

/Signed/ Wilkinson &
Sutherland
Solicitors for Respondent

To

To the Right Honorable Lord Robart.

President and Governor in Council &c &c —

Fort Saint George

In the Honorable the Court of Appeals

Between Madapaukum —
Verdarayah Moodeliar by his Attorney or Assignee Manoel —
Gosman Complainant and Jagganauda Pauker Defendant. —

Shewith

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

That the Complainant above named did on or about the Fifteenth day of February which was in the year of our Lord one thousand Seven hundred and ninety four by his Attorney or Assignee the said Manoel Goseman exhibit and file his Bill of Complaint in the Mayors Court at Madraspatnam against your Petitioner thereby Setting forth That Your Petitioner did in and by a certain paper writing or Obligation bearing date the thirty first day of December which was in the year of our Lord one thousand Seven hundred and Ninety two become bound unto the said Complainant in the Sum of One thousand five hundred star. Pagodas Current Money of Madras to be paid unto this Complainant on demand

Filed in my Office
the 30 July 1795
J Webbe Clk

Demand with Interest at and after the rate of Twelve per
Cent per Annum And the said Complainant further setforth
that at or about the time when your Petitioner executed the said
paper Writing the said Complainant was indebted unto your Petitioner
in and upon a promissary note in the Sum of Two hundred Pagodas
and that your Petitioner did some time after the execution of the
said written Obligation and in part Discharge thereof pay unto
the said Complainant the sum of one thousand Pagodas and that
crediting your Petitioner for the said Sum of Two hundred Pagodas
so due and Owing upon the said Complainants said promissary
note and the further Sum of one thousand Pagodas paid by
your Petitioner in part discharge of his said Obligation and the
Respective Sums of twenty eight Pagodas three fanams and one
hundred and thirty Pagodas and fifteen fanams being the
amount Interest due thereon calculated up to the tenth day
of February One thousand Seven hundred and Ninety four
amounted in the whole to the Sum of One thousand three
hundred and fifty eight Pagodas and eighteen fanams from
the said Sum of one thousand five hundred Pagodas the
principal Amount of the said Obligation of your Petitioner
and the further Sum of two hundred Pagodas being the
amount of Interest due thereon up to the said tenth day of
February in the said year of Christ one thousand seven
hundred and Ninety four there Remained due and owing
unto

unto the said Complainant a Balance of the Sum of three
hundred and forty one Pagodas and twenty seven fanams and the
said Complainant further stated that he did in and by a Deed
of Assignment bearing date the said tenth day of February and
year of Christ One thousand seven hundred and Ninety four
and by him duly executed / for a Valuable Consideration to
him in hand paid by the said Manuel Gosman at or before
the Sealing and delivery of the said deed the receipt whereof —
being thereon and thereby by the said Complainant acknowledged
sell Assign and set over unto the said Manuel Gosman the
said recited Obligation and all balance of Monies due or to —
grow due thereon as by the said Deed of Assignment in —
possession of the Complainants said Attorney or Assignee
might as the said Complainant alledged appear and the said
Complainant Notwithstanding that he had as he alledged —
assigned away the said debt to the said Manuel Gosman
did further charge that your Petitioner stood justly and
truly indebted unto him the said Complainant by his said
attorney or Assignee in the full and just sum of three
hundred and forty one Pagodas and Twenty seven fanams
Current Money of Madras making in Sterling money of
Great Britain at the rate of of eight Shillings for every
Pagoda the Sum of one hundred and thirty six Pounds and
eleven Shillings or thereabouts. —

And the said Complainant further charged that your Petitioner being so indebted the said Complainant did by his Attorney or Afsignee aforesaid frequently apply to your Petitioner for payment of the said sum of three hundred and forty one Pagodas and Twenty Seven fanams but your Petitioner refused to pay the same or to give the said Complainant any manner of Satisfaction touching the premises the said Complainant therefore by his said Attorney or Afsignee prayed general relief and that your Petitioner might be decreed to pay unto the said Complainant by his said Attorney or Afsignee as aforesaid the aforesaid sum of three hundred and forty one Pagodas and Twenty Seven fanams together with all such Interest as was then or should thereafter become due thereon also all costs of the said Suit, as by the said Bill of Complaint Remaining of Record in the said Mayors Court which your Petitioner humbly Refers to Relation being thereunto had Will more fully appear —

And your Petitioner sheweth unto this Honorable Court that having been served with process to appear to and Answer the Complainants said Bill of Complaint your Petitioner did Accordingly appear thereto and on or about the thirty first day of March in the said year of Christ one thousand seven hundred and Ninety four did file his Answer thereto and therein amongst other things admits that on or about the thirty first day of December in the year of Christ one thousand Seven

hundred

hundred and Ninety two, your Petitioner did execute unto the said Complainant an Accountable Receipt for the Sum of one thousand five hundred Pagodas and that on or about the tenth day of the said Month of December the said Complainant stood indebted to your Petitioner in the full and just Sum of two hundred Star Pagodas upon his the said Complainants note of hand as Stated in the Complainants said Bill of Complaint and that on or about the tenth day of January in the year one thousand Seven hundred And ninety three your Petitioner did pay unto the said Complainant Madapaukum Verdanjah Moodiliar the sum of One Thousand Star Pagodas on Account of the said Accountable Receipt and your Petitioner in his said Answer said that after deducting the said Sum of Two hundred Pagodas due to your Petitioner by the Complainant on his said note of hand and of one thousand Pagodas with the Interest thereon from the said Sum of one thousand five hundred Star Pagodas there Remained a Balance of three hundred and forty Star Pagodas and Twenty Seven fanams or thereabouts owing to the said Complainant upon that particular Account on the tenth of February now last past as in the said Complainants said Bill of Complaint is Set forth and Mentioned — But your Petitioner in his said answer did further set forth that there were diverse other Transactions and Dealings between your Petitioner and the said

all monies due or to grow due thereon but that he did not believe that the same had been Actually and bona fide Assigned to the said Manuel Gosenan for a good and valuable consideration as by the said complainants said Bill was then pretended and alledged, for your Petitioner had information that the money in the said Assignment mentioned as the consideration thereof was the sum of five Star Pagodas and no more which your Petitioner did not believe to be a valuable consideration and that he verily believed that the said alledged consideration was expressed in the said Assignment merely to give a color to the Suit then pending and that the said complainant Madapauhum Verdarajah Moodaliar was the person actually interested in the said money.

And your Petitioner further sheweth to this Honorable Court that to your Petitioners said Answer the said complainant did on or about the Twenty Second day of April and year of Christ one thousand Seven hundred and ninety four exhibit and file his Replication and therein amongst other things stated that although the complainant did admit to have had some money Transactions with your Petitioner yet that he the said complainant by his said Attorney Manuel Gosenan denied that he was thereby or in any wise indebted to your Petitioner in any Sum or Sums of Money whatever on the contrary that your Petitioner did Stand justly and truly indebted unto the complainant

complainant by his said Attorney in the Sum of three hundred and forty one Pagodas and twenty one fanams being the balance of your Petitioners promissory note for one thousand five hundred Pagodas as the same had in and by the said complainants said Bill of complaint been setforth and further the complainant by his said Attorney did also in his said Replication deny all and every the matters and things in your Petitioners said Answer contained Relative to the Bill of Exchange drawn by Ramalinga Moodaliar in favor of your Petitioners or that the said complainant as security for the payment of the said Bill of Exchange was indebted to your Petitioner on Account thereof And the complainant in his said Replication did further setforth that on or about the twenty fifth day of December in the year of our Lord One thousand seven hundred and Ninety two, the said Ramalinga Moodaliar did apply to your Petitioner to lend and Advance him the Sum of three thousand Star Pagodas and that your Petitioner agreeing thereto did Accordingly lend and Advance unto the said Ramalinga Moodaliar the said Sum of three thousand Star Pagodas and further that your Petitioner thereupon adding Mundamony or premium of three per cent Amounting to the Sum of ninety Pagodas and Interest of eight per cent on the said monies for one Month amounting to the sum of two hundred and forty Pagodas which said several Sums with the principal did amount as the said complainant alledged

Said Complainant and that so far from your Petitioner being indebted to the said Complainant who pretended to have Assigned over the receipt or note of hand to the said Manoel Gusman that the said Complainant was then indebted to your Petitioner (as he still is) in Sundry considerable Sums of Money far exceeding the said Sum of one thousand five hundred Star Pagodas for which the said Receipt or note of hand was passed and more particularly that your Petitioner having at the instance of the said Complainant lent and advanced to one Ramalinga Moodaliar the sum of two thousand Six hundred and fifty three Porto Novo Pagodas the said Ramalinga in consideration thereof drew a Bill upon one Delavoy Seetarapah Moodaliar in favor of your Petitioners Gomastha named Veneram Dave at Tinavely for the said Sum of two thousand Six hundred and fifty three Porto novo Pagodas payable at eight days sight and that the said Complainant the latter to secure to your Petitioner the payment of the said Sum of Two thousand Six hundred and fifty three Pagodas payable at eight days sight and for which the said Bill of Exchange was drawn and granted did by a certain undertaking by him duly executed and bearing date on or about the thirty first day of December one thousand seven hundred and ninety two after Reciting the said Bill of Exchange so drawn by the said Ramalinga Promise and engage to pay to your Petitioner the said Sum of two thousand Six hundred and fifty three Porto Novo Pagodas in case he the said Ramalinga should not pay the same to your Petitioner a true copy of the Translation of which undertaking is annexed to your Petitioners said Answer and that the said Delavoy Seetarapah Moodaliar had paid in part thereof the Sum of one thousand Seven hundred and forty four Porto Novo Pagodas and ten and a half Annas and no more and that there was (as there still is) due and Aweing to your Petitioner by the said Complainant Madaupauhum Verdarayah Moodaliar upon the foot of his said undertaking the full sum of nine hundred and eight Porto novo Pagodas and five Annas besids the Interest thereof as Stated in your Petitioners said Answer and your Petitioner did in and by his said Answer offer (pursuant to the Statute in such case made and provided) to Set off and allow to the said Complainant the said Sum of three hundred and forty one Star Pagodas and Twenty Seven fanams out of the said nine hundred and eight Porto Novo Pagodas if eventualy he were deemed lawfully entitled to that Sum by the Mayors Court.

And your Petitioner did further alledge in his said Answer that the Complainant for any thing your Petitioner knew to the Contrary might have assigned to the said Manoel Gusman the said Receipt or undertaking and all

all monies due or to grow due thereon but that he did not believe that the same had been Actually and bona fide Assigned to the said Manuel Gosman for a good and valuable consideration as by the said complainants said Bill was then pretended and alledged, for your Petitioner had information that the money in the said Assignment mentioned as the consideration thereof was the sum of five Star Pagodas and no more which your Petitioner did not believe to be a valuable consideration and that he verily believed that the said alledged consideration was expressed in the said Assignment merely to give a color to the Suit then pending and that the said complainant Madapaukum — Perdarayah Moodaliar was the person actually interested in the issue thereof. —

And your Petitioner further sheweth to this Honorable Court that to your Petitioners said Answer the said complainant did on or about the Twenty Second day of April and year of — Christ one thousand Seven hundred and ninety four exhibit and file his Replication and therein Amongst other things stated that although the complainant did admit to have had some money Transactions with your Petitioner yet that he the said complainant by his said Attorney Manuel Gosman denied that he was thereby or in any wise indebted to your Petitioner in any Sum or Sums of Money whatever on the contrary that your Petitioner did Stand justly and truly indebted unto the —

complainant

complainant by his said Attorney in the Sum of three hundred and forty one Pagodas and twenty one fanams being the balance of your Petitioners promissory note for One thousand five hundred Pagodas as the same had in and by the said complainants said Bill of complaint been setforth and further the complainant by his said Attorney did also in his said Replication deny all and every the matters and things in your Petitioners said Answer contained Relative to the Bill of Exchange drawn by Ramalinga Moodaliar in favor of your Petitioners or that the said complainant as security for the payment of the said Bill of Exchange was indebted to your Petitioner on Account thereof And the complainant in his said Replication did further setforth that on or about the twenty fifth day of December in the year of Our Lord One thousand seven — hundred and Ninety two, the said Ramalinga Moodaliar did apply to your Petitioner to lend and Advance him the Sum of three thousand Star Pagodas and that your Petitioner agreeing thereto did Accordingly lend and Advance unto the said — Ramalinga Moodaliar the said Sum of three thousand Star Pagodas and further that your Petitioner thereupon adding — Mundamary or premium of three per Cent Amounting to the Sum of ninety Pagodas and Interest of eight per Cent on the said monies for one Month amounting to the sum of two hundred and forty Pagodas which said Several Sums — with the principal did amount as the said complainant —

alledged

Teetarapah Moodaliar advising him of the Bills he had Drawn and the particulars Relative thereto and the Complainant further stated that upon the receipt of the said Bills by your Petitioners Gomastha at Tinavelly and upon the same being presented by him to the said Dalavoy Teetarapah Moodaliar the said Dalavoy Teetarapah Moodaliar duly Accepted the said Bills and afterwards discharged the same a part previous to the said Bills being due and the Remaining part some time Subsequent thereto as by a Copy of the translation of a Letter from the said Dalavoy Teetarapah Moodaliar to the said Complainant and bearing date the Sixteenth day of June in the year One thousand Seven hundred and Ninety three and Annexed to the Complainants said Application the said Complainant pretended would appear And the said Complainant further Stated that the Reason why the said Bills of Exchange had Remained in the possession of your Petitioners said Gomastha Notwithstanding the same had been paid as aforesaid was fully Accounted for in and by the said Letter of the said Dalavoy Teetarapah Moodaliar as it therein and thereby appeared that at or about the time the said Dalavoy Teetarapah Moodaliar had made the payments on the said Bills of Exchange as aforesaid he was put into close Confinement by his Highness the Nabob on matters Regarding his the said Dalavoy Teetarapah Moodaliars

Office

Office of Renter or Manager under his said Highness the Nabob and that the said Dalavoy Teetarapah Moodaliar being by reason of the said confinement unable freely to attend to or communicate with your Petitioners said Gomastha and which was Necessary to Settle a difference on the Exchange of Porto Novo Pagodas which had arisen upon the Payments of the said Bills of Exchange having been made in Bully or gold fanams and a difference of Interest which had also arisen from the monies due on the said Bills having been paid Some time prior and subsequent to the stated times of payment thereof the said Bills had in Consequence been Neglected as the said Complainant alledged to be taken up by the said Dalavoy Teetarapah Moodaliar

And the said Complainant further setforth that previous to the Receipt by him of the said Letter from the said Dalavoy Teetarapah Moodaliar and previous to the Complainants Relative Receiving any Accounts from Tinavelly to the fate of the said Bills other than from the said Ramalinga Moodaliar and other persons at Madras that the same had been accepted and the greatest part paid and that your Petitioner being informed as the said Complainant had heard and believed that the said Dalavoy Teetarapah Moodaliar had been confined and made a Prisoner as aforesaid did make Application to the Complainant for payment of the said Bills to the amount

Amount of Six thousand Six hundred and Sixteen Porto Novo Pagodas and that the Complainant thereupon informed your Petitioner he had not received Any accounts from Tenavelly Relative to the said Bills save and except from Some persons at Madras that the said Bills had been accepted and paid and that therefore the Complainant did expect his hopes that your Petitioner would wait some time longer until the Complainant should receive some authentic Accounts of the said Bills but the said Complainant asserted that Notwithstanding the premises your Petitioner Resumed his Demands and as the Complainant pretended sent a Gomastha with several Peons to the said Complainants House to intimidate him into compliance with your Petitioners unjust demands and that the said Complainant thereupon addressed a Petition to the then Governor in Council of Fort Saint George stating the particulars of the Transaction and the grievances he labord under and praying for redress and that thereupon Government sent for your Petitioner and having inquired into the matter was pleased to dismiss your Petitioner And the said Complainant further stated that some time afterwards your Petitioner gave a Petition to Ernest William Fallofield Esqr stating that the Complainant

Complainant was indebted unto your Petitioner in the Sum of Six thousand Six hundred and Sixteen Porto Novo Pagodas and that the Complainant to such Petition gave an Answer Annexing your Petitioners said Petition and the Complainants Petition to Government setting forth the several matters and things therein Stated.

And the said Complainant for further Replication to your Petitioners said Answer did state that by the Letter received from Dalavoy Seetarapah Moodaliar it was demonstated that the said Bills for which the Complainant had become Security unto your Petitioner as aforesaid had been paid off and discharged and that the said Complainant stood Exonerated from all responsibility relative thereto and the Complainant did therefore Submit to the said Mayors Court that your Petitioner by which holding the said writings or undertakings from the Complainant on Account thereof and charging the Complainant with being indebted to your Petitioner in the Amount of the said last mentioned Bill evinced a most iniquitous attempt to defraud and injure the said Complainant and the said Complainant did by his said Replication assert that the Consideration for which the said Assignment was executed Notwithstanding your Petitioners assertion to the Contrary was a Good

Consideration

Consideration in Law and the said Complainant did therefore humbly insist thereon :-

And your Petitioner sheweth unto this Honorable Court that to the Complainants said Replication your Petitioner did on or about the twenty Seventh Day of May in the year of Christ One thousand Seven hundred and Ninety four Rejoin and in and by his said rejoinder maintained to be true the several matters and things in his said Answer contained and your Petitioner asserted that Notwithstanding any thing to the Contrary in the said Complainants Replication the said Dalavoy Teetanapah Moodaliar did not pay the said Ramalinga Moodaliar fully paid off the said Bill of Exchange in your Petitioners answer and in the Complainants Replication Mentioned to have been drawn on the thirty first day of December One thousand seven hundred and Ninety two upon the said Dalavoy Teetanapah Moodaliar by the said Ramalinga Moodaliar in favor of your Petitioners Gomastha Veneram Dava for Porto novo Pagodas two thousand six hundred and fifty three and payable at eight days sight for your Petitioner did say that at the time when your Petitioner filed his Answer to the Complainants said Bill of Complaint there was due and owing to your Petitioner upon Account of that particular

Bill

Bill of Exchange the Sum of Nine hundred and eight — Porto novo Pagodas and five Annas and that the same together with the growing Interest then was / as it still is / unpaid and owing to your Petitioner and that under and by virtue of the said Complainants undertaking in your Petitioners — Answer and the Complainants said Replication in that respect Setforth & Mentioned and admitted the said — Complainant was answerable to your Petitioner for the said Sum of Nine hundred and eight Porto novo Pagodas and five Annas and as to the Letter which in and by the said Complainants Replication was pretended and alledged to have been written by the said Dalavoy Teetanapah — Moodaliar the Acceptor of the said Bill of Exchange to the said Complainant your Petitioner did say that the said Letter was as he submitted to the said Mayors Court wholly inadmissible and your Petitioner did therefore except thereto and pray that the same might be expunged from the Record and your Petitioner further submitted — that if the said Dalavoy Teetanapah Moodaliar had in truth fully paid off and Satisfied the said Bill of exchange he of Course would have been in possession thereof or at least of some discharge or written voucher or acquittance for the Same but that the fact was that your Petitioner did

grant

grant unto the said Dalavoy Seetarapah Moodaliar a receipt
for the monies in your Petitioners Answer mentioned to have
been paid on Account of the said Bill of Exchange and that
the said Complainant in concert with the said other parties
interested therein did suppress the said receipt well knowing
that the production thereof would have militated against
the Complainants present unjust Demand as the same
only goes to a discharge of a part of the said debt - and
your Petitioner in his said Rejoinder did further say
that he did frequently both by himself and others apply
to the Complainant Madapaukum Verdarayah Moodaliar
to pass all the balance due upon the said Bill of Exchange
and that the said Madapaukum Verdarayah Moodaliar
did at other times call upon your Petitioner at his your
Petitioners House and promise so to do and that as to the
several other matters and things in the Complainants
said Replication Mentioned and Setforth they only
tended to lead to a discussion of matter not put in
issue by the said Bill of Complaint nor by your
Petitioners Answer and that they were untrue impertinent
and irrelevant and unnecessary to be by your Petitioner
Rejoined unto and that the said several foreign
matters so introduced by the said Complainant did as

your

your Petitioner conceived evidently Shew that the said suit
was Maintained solely for the Interest of the said
Complainant Madapaukum Verdarayah Moodaliar -

And your Petitioner sheweth
unto this Honorable Court that issue was joined upon
the aforesaid proceedings and Rules having passed for
the Examination of Witnesses - Witnesses were
accordingly Examined in the said Cause as well on
behalf of the said Complainant as of your Petitioner and
publication did pass in the said Cause and More
particularly your Petitioner sheweth that Finavelly
Ramalinga Moodaliar a Witness Examined on behalf
of the said Complainant to the Second Interrogatory
deposed that on the twenty fifth day of December in
the year of Christ One thousand seven hundred and
Ninety two he applied to your Petitioner for the loan
of three thousand Pagodas and on the thirty first day
of the same Month in the said year for a further
Sum of two thousand Pagodas and that your Petitioner
agreed to lend and advance the same to the Defendant
at the Rate of eight per cent per Month together with
an allowance of a Premium of three per cent and that
your Petitioner upon his lending the said Monies -

charged

charged the Interest and Premium Required thereon and that your Petitioner for the whole thereof Received from the Depanent two Bills of Exchange upon Tettarapah Moodaliar Renter of Tinavelly one for the Sum of three thousand Nine hundred and Sixty three Pagodas payable in one Month and the other Bill for Two thousand Six hundred and fifty three Pagodas payable in eight days and the said Deponent further deposed that your Petitioner did upon It is the said Deponents granting such Bills of Exchange and that he became Security Accordingly and the said Deponent further deposed that the said Bills were duly accepted and paid by the Drawee thereof But that the Drawee did not take up the said Bills because part of the Money regarding the said two Bills were paid previous to the expiration of the time specified in the said Bills and the other part thereof was paid Subsequent thereto and that such payments were made in Chuchrams and therefore the Account Regarding the Exchange in Port Nove Pagodas and also the Amount of the Interest for the said payments not being Settled and that in the interim Tettarapah Mordaliar the Drawee was confined by Order of his Highness the Nabob and that the Drawee advised the Deponent of his having paid the Amount of

of the said Bills and that your Petitioner informed the Deponent that he had received the Amount of the said Bills of Exchange excepting a trifling balance and more to the said second Interrogatory the said Deponent said not and to the third Interrogatory the said Deponent deposed that your Petitioner subsequent to the Receipt of Accounts by the Depanent of the said Bills of Exchange being paid and Subsequent to your Petitioners Acknowledgement thereof Demanded payment from the Complainant of the whole of the Monies due on the said Bills of Exchange and that the Complainant represented the Conduch of your Petitioner to the Governor in Councel of Forge Saint George then being and that the Deponent thereupon Writ to the Drawee of the said Bills and obtained a Letter to the Deponent and also to the Complainant mentioning that the said Bills were duly discharged to your Petitioners Gomastha at Tinavelly - And to the fourth Interrogatory the said Deponent deposed and said that he had seen Tettarapah Moodaliar late of Tinavelly Renter often write and that he had received Letters from him and was thereby well Acquainted with his hand writing and the Deponent did depose and Say that the said Letter which was produced to him was in the hand writing of the said Tettarapah Moodaliar and that the Seal thereto affixed was his own Seal

Seal — And to the fifth Interrogatory the said Deponent said he knew that your Petitioner complained to the Justice against the complainant for payment of the whole amount of the said Bills and that the Deponent heard the complainant got a copy of the Petition of your Petitioner and delivered in his Answer thereto And your Petitioner further sheweth unto this Honorable Court that Kistnah Row another witness examined to the same fourth and fifth Interrogatories — deposed nearly to the Same effect as the aforegoing deponent Ramalinga Moodaliar — And your Petitioner sheweth that to the last Interrogatory whereby the said Deponent is Interrogated in general terms 'Whither he knew of any other matter or thing touching the Matters in question that might tend to the benefit and Advantage of the complainant' the said Deponent Kistnah Row has gone fully and at length into the whole alledged Transaction Respecting the said Bills of Exchange and hath deposed Nearly Verbatim with the said Ramalinga Moodaliar who was specifically interrogated thereto from which it evidently appears as your Petitioner humbly Submits that the said Ramalinga Moodaliar and Kistnah Row must previous to their Examination have compared notes as to what they — Respectively meant to depose and the said Kistna Row having

having detailed at length the aforesaid alledged Transactions — Respecting the said Bills of Exchange hath thereby shewn that he is more expert in the art of giving evidence than is the said Ramalinga Moodaliar whom the complainant thought advisable to confine within the pale of an Interrogatory and your — Petitioner Submits to this Honorable Court that no credit can or ought to be given to the testimony of Witnesses coming forward under such Suspicious Circumstances —

And your Petitioner further Sheweth to this Honorable Court that Ernest William Fallowfield Esquire to the Sixth Interrogatory on behalf of the complainant deposed that he looked at the Paper writing then produced to him and purporting to be a Representation from the said complainant to the — Deponent with copies of a Petition from the complainant to Government and another from the Defendant to the — Deponent and said that to the best of the Deponents recollection such Petition from your Petitioner and such the Representation of the complainant were made to the Deponent and that the endorsement on the said paper writings is of the Deponents hand writing — And your Petitioner Sheweth that Thomas Chase a Civil Servant on the Madras Establishment to the Seventh Interrogatory deposed to the said Representation and Petition and that the name of the Deponent Subscribed

in

in the fourth page of the said Representation is of the Deponents proper hand writing — And Woodendy Moodaliar and Venatachellum to the eigth Interrogatory Severally deposed that the said Manoel Gasman did pay unto the Complainant Madapaulum Vendargiah Moodaliar previous to the excution of the afsignment of the note of hand for which the present Suit was brought the Sum of three hundred Pagodas on account of the said Note of hand —

your Petitioner further Sheweth that Sinhrom Pillay being also Examined on behalf of the said Complainant to the Second additional Interrogatory deposed that he was in the Service of Teetarapah Moodaliar the renter of Tinavelly in the year of Christ One thousand Seven hundred and three and previous thereto in the capacity of Concopply and that the Deponent knew of two Bills drawn by Ramalinga Moodelly of Tinavelly in favor of your Petitioner upon Teetarapah Moodelly for the Sum of Six thousand Six hundred and Sixteen Porto Nove Pagodas and that the said Teetarapah Moodelly Accepted the said Bills and paid the Respective amounts at different times in presence of the Deponent and others but that he did not help the said Bills because the said payments were made in Chuckrums and Cully gold fanams and the Exchange thereon as well as the Interest on the said Payments Sum of which were made previous and some Subsequent to the different times when the said Bills became due were not adjusted and that in the mean time the said Teetarapah Moodaliar was confined by the Nabob and to the third Interrogatory the same Deponent deposed to the Letter herein before Mentioned from the said Teetarapah Moodelly to the Complainant and positively said that the same was of the hand writing of the said Teetarapah Moodaliar whereupon your Petitioner Submits that the said Shankrom Pilly having taken upon him to Swear positively to a matter which evidently was not within his knowledge and to which a Circumspect witness could have only deposed as to his belief of the said Letter being the hand writing of the said Teetarapah Moodaliar the said Deponent has thereby destroyed the credit of his Testimony if it could otherwise have weighed —

Your Petitioner further sheweth unto this Honorable Court that he did take and file exceptions to several of the Interrogatories exhibited on behalf of the said Complainant and to the Depositions of certain of the aforesaid Witnesses made and taken thereto as follows that is to say First your Petitioner did except

To the first Second and third Interrogatories Exhibited on behalf of the said Complainant to Tinavelly Ramalinga Moodaliar and to his depositions made and taken thereto Because that it Appeared from the pleadings and by the said Second and third Interrogatories that the said Ramalinga Moodaliar was the Drawer of the Bill of Exchange to prove the payment whereof he had been Examined and was therefore an Interested witness — And the said Complainant on the twenty third Day of September in the year of Our Lord One thousand Seven hundred and Ninety four filed his Answer to the said exceptions and for Answer to the said first exceptions by his said Attorney Manoel Gosmain said that although it appeared by the Pleadings in this Cause and by the Second and third Interrogatories administred to Ramalinga Moodaliar that he was the Drawer of the Bill of exchange yet that as the facts Relative to the terms upon which the said Bills of Exchange were so Drawn and the manner in which they were transmitted to the drawee for payment and of the time and mode in which they were accepted and paid were principally known to the said Ramalinga Moodaliar who Negotiated the said Bills the Complainant Submitted that the Testimony of the said Ramalinga Moodaliar Regarding the same was the

The best Testimony that could have been adduced to Substantiate those facts and that although the said Ramalinga Moodaliar might in the first Stage of the business appear to have been an Interested Negotiator of the Said Bills yet as your Petitioner had Since thought proper to make his election and to call upon the Complainant as the only person responsible on account thereof the said Ramalinga Moodaliar was therefore / by your Petitioners own Act wholly disinterested in the premises and the depositions of the said Ramalinga Moodaliar ought therefore / as the said Complainant alledged / to be Received as good and unexceptionable evidence —

Secondly Your Petitioner did except to the fourth Interrogatory exhibited on behalf of the said Complainant and to the Exhibit A. therein mentioned and to the deposition of the said Ramalinga Moodaliar and of Kistna Row taken thereto, Because that the said exhibit A did purport to be a Letter written by Seetarapah Moodaliar the Acceptor of the said Bills of Exchange to the said Complainant advising the said Complainant of the said Bill having been discharged wherefore and for as much as the Testimony of the said Seetarapah Moodaliar could not be received to prove the payment of his said Acceptance Neither could the said exhibit A as your

Petitioner

Petitioner Submitted be received in evidence and also because that the said Ramalinga Moodaliar is Interested as aforesaid.—

And the said Complainant Answered the said Second exception and for Answer to the said Second exception by his said Attorney said that the fourth Interrogatory Administered to Ramalinga Moodaliar and Kistna Row and the Exhibit A^2 to them exhibited and proved and the Depositions by them given thereon was good and unexceptionable in Law in so much as that the said Exhibit related to facts put in issue in this Cause and that the Testimoney of the said Teatarapah Moodaliar if the same had been taken would have been held good and unexceptionable Evidence in Law for the reasons in the Complainants Answer to the first exception set fourth and that the depositions of the said Ramalinga Moodaliar and Kistna Row proving the said exhibit which made part of the pleadings in this Cause ought to be deemed and received as good and Unexceptionable Evidence.—

Thirdly —And your Petitioner did further except to the Deposition of the said Ramalinga Moodaliar made and taken to the 5th Interrogatory exhibited to him on behalf of the said Complainant because that the said Ramalinga Moodaliar

was

was an interested Witness as aforesaid.—

And the said Complainant in Answer to the said third exception Said that the Deposition of the said Ramalinga Moodaliar made and taken to the fifth Interrogatory was pertinent and unexceptionable because the same pursuad the matter in issue and— because the said Ramalinga Moodaliar was not as before set forth in the Answer to the first exception an Interested witness.—

Fourthly.— your Petitioner did except to the Sixth Interrogatory exhibited on behalf of the said Complainant to Ernst William Tallofield Esquire and to the several exhibits therein Mentioned and to the deposition of the said Ernst William Tallofield made and taken thereto because that the said exhibits were inadmissible in Evidence.—

To which fourth Exception the Complainant Said for Answer That the Sixth Interrogatory exhibited to Ernst William Tallofield Esquire and the several Exhibits therein Mentioned and the Deposition of the said Ernest William Tallofield Esquire taken— thereto were pertinent and relevant to the matter in issue as are also the said Exhibits in so much as they are Stated and make part of the pleadings.—

Fifthly

Fifthly — Your Petitioner did further except to the Seventh Interrogatory exhibited on behalf of the Complainant to Thomas Chase Esqr and to the exhibit No. 1. therein Mentioned and to the Deposition of the said Thomas Chase made and taken thereto the same being inadmissible and foreign to the issue in this cause —

The said Complainant answered the said fifth exception and for Answer said that the Seventh Interrogatory exhibit to Thomas Chase Esqure and the Exhibit No. 1. therein Mentioned and the Deposition by him given thereon were not foreign or exceptionable because the said exhibit made part of the pleadings in issue in this Cause. —

Sixthly — Your Petitioner did except to the third additional Interrogatory exhibited on behalf of the said Complainant to Sunghkiram Pillay and to the Letter of Teatarapah Moodaliar therein Mentioned being the said Exhibit And to the Deposition of the said Sunghkiram Pillay Made and taken to the said third Additional Interrogatory for the Cause and Reason in the said Second exception particularly Set forth and Mentioned. —

And the said Complainant by his said attorney Manuel Gosman did Answer the Sixth Exception and Said that the third Additional Interrogatory administered to Sunghkeram Pillay taken thereto was good and unexceptionable in Law for the Cause and Reason by the Complainant set forth in his said Answer to the Second Exception of the Complainant

Your Petitioner further sheweth to this Honorable Court that Veneram Dava a Witness produced on the part of Your Petitioner to the Second Interrogatory deposed that during the whole of the years one thousand Seven hundred and ninety two and one thousand Seven hundred and Ninety three he resided at Tinavelly and that he had looked upon the Bill of Exchange then produced to him and drawn by Ramalinga Moodaliar on Palava Teetarapah Moodaliar for the Sum of two thousand Six hundred and fifty three Porto Novo Pagodas payable at eight days Sight at the Bank of your Petitioner at Tinavelly and that the Deponent knew that there was only one thousand Seven hundred and forty four Porto Novo Pagodas and an half and two and an half annas received on account of the said Bill and that there is a balance of Nine hundred and eight Portanovo Pagodas and a quarter and one and a half Annas still due on the said Bill and your Petitioner Sheweth that Auchaloo Shroff another Witness examined on behalf of your Petitioner to the third Interrogatory deposed and Said that he had at the time of his examination looked at the Bill of Exchange then produced to him (being)

the

the Bill herein before Mentioned / and that he Knew of the Complainant having become bound for the payment by the said Dalavoy Teetaraapah Moodaliar of the Monies for which the said Bill was drawn and that the Deponent did Demand by order of your Petitioner from the Complainant when the said Bill was Returned from Tinavelly the payment of nine hundred and eight Porto novo Pagodas and five and an half Annas to gether with the Interest due thereon being the balance due on the said Bill and that the Complainant promised to pay the Same telling the Deponent at the same time not to be under any apprehension for the said balance as he the said Complainant was a man of Responsibility and that the Deponent afterwards Saw the said Complainant at the House of your Petitioner when your Petitioner Demanded the balance in question and the Complainant promised to discharge the same before the end of the Month of June One thousand Seven hundred and Ninety three and to the last Interrogatory the said Deponent said that the said Complainant was indebted to your Petitioner in the Sum of three thousand Nine hundred and Sixty three Porto novo Pagodas on account of another Bill of Exchange drawn on the said Dalavay Teetaraapah Moodaliar which the Complainant also promised

to

to discharge at the time Mentioned for payment of the balance due on the above mentioned Bill of Exchange as before setforth and your Petitioner sheweth that Jewannah Rayanah Row Goolay Moneyapah and Pinasurkey Row Witnesses also examined on the part of your Petitioner to the Same third Interrogatory deposed to the same tenor and effect as the said Sucharloo

Your Petitioner further Sheweth unto this Honorable Court that the said cause set down for hearing upon the aforesaid Pleadings and proofs And that the same Came on Accordingly to be heard before the said Mayors Court on Friday the Seventeenth day of July in the year of our Lord one thousand Seven hundred and Ninety five when the said Mayors Court was pleased to over rule the exceptions so by your Petitioner taken and filed to the said Interrogatories and Depositions herein before setforth and also to order and Decree that your Petitioner should pay unto the said Complainants the full and just sum of three hundred and forty one Pagodas twenty seven fanams together with all such Interest as then was or should thereafter become due thereon together with all Costs of Suit / Mr. Alderman Lofs and Mr. Alderman Mitford dissenting thereto as by the said Order and Decree of the said Mayors Court which is hereunto annexed and to which your Petitioner humbly refers and prays the same may be taken and received as

part

Part of this his Petition and Appeal relation being
had it doth and with Appear by which said
Decree of the said Mayors Court your Petitioner
conceive himself much aggrieved and doth therefore
Appeal therefrom to this Honorable Court of Appeal
the following amongst other Reasons—

First Because that the said Suit is in its commencement
illegal and the pretended Assignment upon which the
same is founded a shift to elude the Charter for
it Appears from the whole of the Complainants Bill
that the said Suit is Supported and maintained for
the Interest of the said Complainant Verdarajah
and the said Manoel Gosman is a mere Cloak to
to bloak the illegal proceedings of the said Complainant
in the premises and liable to a prosecution for
committed an Act of Barretry and for that it is
evidently manifest from the express words of the said
Decree that the said Mayors Court was apprised that
said Complainant Verdarajah Modaliar was the sole
intended to be benefited by the said Decree and
interested therein for the said Mayors Court doth thereby
expressly Decree the said Sum of three hundred and
forty one Pagodas twenty Seven fanams to be paid to the
said Complainant Verdarajah Modaliar Whereas if

the said Mayors Court had considered the said Assignment
as being a bonâfide transaction between the said Verdarajah
Modaliar and the said Manoel Gosman the said Court
would consequently have decreed the said Monies to be
paid to the said Manoel Gosman and not to the said
Verdarajah Modaliar from whence it is evident that the said
Mayors Court must have viewed the said Complainant as the
only person interested in the premises and the said Suit being
infected with Champerty the said Mayors Court instead of
aiding the said Complainant Verdarajah Modaliar in the
premises should have dismissed the said Bill of Complaint—

Secondly That if the Suit had been clear of the aforesaid objections
to itsellegality the merits were with your Petitioner as he
humbly conceives and the said Mayors Court instead of
having over ruled the exceptions by your Petitioner as aforesaid
taken to the said Evidence given on the part of the said
Complainant as herein before stated Should have allowed
the said exceptions and Suppressed the said Interrogatories
and Depositions so excepted into.

Thirdly Because That your Petitioner by his said Answer having
pursuant to the Statute in such case) made a set off
against the said Complainants Demands your Petitioner
at the same time Saving to himself the benefit of all
Lawful exceptions to the illegality of the said Suit and

which

Which set off arising upon the foot of the said Bill of Exchange in your Petitioners Answer Mentioned and the said Complainants confessed And acknowledged undertaking to be answerable to your Petitioner for the faithful discharge of the said Bill the said Mayors Court should have allowed such set off and which did greatly exceed the said Complainants Demand for though the said Complainant endeavored to prove and that by illegal and consequently inadmissible evidence that the said Bill of exchange had been fully paid off and discharged yet the Evidence adduced on the part of your Petitioner to prove that the said Bill had not been fully Satisfied and that the said Verdavaiah Moodaliar did in fact on being applied to for that purpose promise to discharge the same did greatly out weigh the Evidence on the part of the Complainant and fully Demonstrate that your Petitioners defence was a just one Strengthened and Supported as it was and is by the internal Evidence which the Possession of the said Bill of Exchange carries with it for that it cannot be credited that if the Bill had been Actually paid off the Drawee would have Suffered the said Bill to have remained in the Custody of your Petitioner at least it is to be presumed he would have taken some receipt or voucher in

In Discharge thereof and would not have left the same Outstanding and liable to be Negotiated —

Fourthly — That in all Courts of Judicature there should be equal Remedies for the Recovery of Mutual Demands But in the present case Notwithstanding that the said Complainant is very considerably indebted to your Petitioner upon the foot of the said Bill of Exchange and of his said undertaking to discharge the same your Petitioner is Nevertheless without Remedy to enforce the payment thereof unless like the Complainant he should for that purpose Resort to a covert Assignment and your Petitioner humbly Submits to this Honorable Court It is Not equitable or just that he should be compelled to Discharge the Complainants said Demand at the same time that the said Complainant is indebted to your Petitioner in a Considerably greater Sum of Money than that Claimed by the Complainant. —

Lastly — Because that whether the said Manoel Gaiman be Considered in the light of a Bonafide Assignee or otherwise the balance on the said Note if it had been assignable is liable to the same equite in the hands of the said — Manoel Gaiman as it would have been liable to in the Possession of the said Complainant and furthermore for that the said Complainant has not proved the

Execution

Execution of the said Assignment which was indispensably necessary to have been done. —

For all which causes and Reasons and such others as may be adduced at the Hearing of this your Petitioners Petition and Appeal your Petitioner humbly prays that this Honorable Court will be pleased to Reverse the said Decree of the said Mayors Court and that the said Complainants Bill of Complaint may be dismissed with Costs to be paid by the said Complainant

/Signed/ John White
Solicitor for the Appellant.

Extract.

Extract from the Minutes of a Court Held at the Town Hall on Friday the 17th day of July Anno Domini 1795.—

Present

Benjamin Roebuck Esquire Mayor
Andrew Ross John Mitford and
William Abbott Aldermen

Madapaukum Verdarayah Moodelly by his attorney Manoel Josman, vs Jaganauda Tauker.—

Bill Read.
Answer with Copy of an Agreement annexed Read.
Replication with Copy of Translate of a Letter annexed Read.
Rejoinder Read.—
Exceptions taken by the Defendant to Interrogatories and Depositions exhibited on behalf of the Complainants Read Answer Read

The Exceptions and Answer thereto coming on to be Argued and determined in the Presence of the Attornies on both Sides on hearing the Arguments made use of by the Attornies and on due Consideration had thereon The Court are of Opinion that the Exceptions are insufficient it is therefore Ordered that the same be thrown out with Costs Mr. Alderman Ross dissents to the resolution of the Court being of Opinion that the Exceptions are well founded and therefore should have been held good.
Interrogatories on the part of the Complainant with two Exhibits annexed N1 & 2 Read.—
Six Depositions taken thereto Read.
Cross Interrogatories on the part of the Complainant Read.
one Deposition taken thereto Read.—
Additional Interrogatories on the part of the Complainant Read.—

one

One Deposition taken thereto Read.

Exceptions of the Complainant to Interrogatories and Depositions on the part of the Defendant Read.

Answer thereto Read.

The Exceptions and the Answer thereto coming on to be argued and determined in the Presence of the Attornies and on due Consideration had thereon the Court are of Opinion that the Exceptions are insufficient it is therefore Ordered that the Exceptions be thrown out with Costs Interrogatories on the part of the Defendant with an Exhibit marked A annexed Read.

Five Depositions taken thereto Read.

Two Exhibits on the part of the Complainant Read.

one Exhibit on the part of the defendant Read.

This Cause coming on to be Heard and Debated this day in the Presence of the Attornies on both Sides on Reading the Complainants Bill the defendants answer with copy of an agreement annexed the Replication with copy of the Translate of a Letter annexed the Rejoinder the Interrogatories and Depositions on the part of the Complainant the Interrogatories and Depositions on the part of the Defendant On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon this Court doth think fit to order and Decree that the Defendant do pay unto the Complainant the full and Just Sum of three hundred and forty one Pagodas and twenty seven fanams / Pag.s 341.27 / together with all such Interest as now is or shall hereafter become due thereon until full Payment is made also all Costs of this Suit Messrs. Alderman Ross and Mitford dissent to the resolution of the Court being of Opinion that the Writing upon which the action is brought is not in its own nature assignable that it is not what the Law calls a chose in action and therefore not transferable even had the Transactions been between such Persons as are not prohibited by the Charter from suing each other and still more inconsistent where the action is between two Indian Natives and therefore a mere contrivance to evade the Restriction of the Charter.

A True Extract

/ signed / G.E. Affair Sec.y Mayors Court

Mayors Court as.
Madraspatnam

SL

Mayors Court

Friday the 17th day of July
Anno Domini 1795.

Present

Benjamin Roebuck Esqr. Mayor
Andrew Ross John Mitford
& William Abbott Aldermen

Between Nadapauham Verdayandy Moodaliar by his Attorney Manoel Gosman of Madras Inhabitant Complainant and Jagganaida Tauker of the same place Inhabitant Defendant

This Cause coming on to be Heard and Debated this day in the Presence of the Attornies on both Sides on Reading the Complainants Bill the Defendants Answer with Copy of an Agreement annexed the Replication with Copy of the Translate of a Letter annexed the Rejoinder The Interrogatories and Depositions on the part of the Complainant the Interrogatories and Deposition 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 Complainant the full and Just Sum of three Hundred and forty One Pagodas and Twenty Seven fanams /

Pagodas

Dag.s 341.27.-/ together with all such Interest as now is or
Shall hereafter become Due thereon until full Payment is made
also all Costs of this Suit.—

A True /Signed/ George Taylor
Regr.

Extract

Extract from the Minutes of a Court Held at the Town
Hall on Tuesday the 2d. day of August Anno Dominis 1796
Present

James Daly Esquire Mayor
Andrew Ross. William Abbott and
Alexander Cockburn. Aldermen.

Madapaudum Vordaraja Moodaliar by his Attorney—
Manoel Dosman
vers
Vesovanada Moolasvaradoo Executor of Paulier Jaganauda Sadasova
commonly called Jaganauda Paulier Deceased

Mr. John White Attorney for
the Defendant prays that this Cause may Stand Revived
Ordered Accordingly.—

A True Extract
/Signed/ George Taylor Regr.

To

To the Right Honble Lord Hobart

President and Council &c
Fort Saint George

In the Honble
the Court of Appeals

Between Jagganada Tauher Appellant
and Madapaukum Vendaraja Moodaly
by his Attorney Manoel Goaman
Respondent.

The Answer of the above Named Respondent to the Petition and Appeal of the above Named Appellant.

This Respondent by his Asignee Admits that he did on or about the time in the Appellants Petition of Appeal for that purpose Setforth Exhibit and file a Bill of Complaint in the Mayors Court at Madraspatanam against the above Named Appellant and did therein and thereby Setforth the Several matters and things and thereupon pray that Relief as Stated in the Appellants said Petition of Appeal And this Respondent by his Asignee admits that to his said Bill of Complaint the Appellant did on or about the time in his said Petition of appeal for that purpose setforth Exhibit and file his Answer and that he did therein state the Several Matters and things recited in his said Petition of Appeal that to the said Answer this Repliant by his Asignee did reply and thereto this Defendant did rejoin in Substance as setforth in the Appellants said Petition of Appeal and this Respondent by his Asignee admits that upon the said Proceedings Issue did Join and rules did pays for the Examination of Witnesses and that Witnesses were accordingly Examined both by the appellant and this Respondent And this Respondent by his Asignee admits that Tennavelly Ramalinga Moodaliar Witness Examined on the part of this Respondent did depose in substance as the same is recited by the Appellant and this Respondent by his Asignee admits that Kistna Row was also Examined as a Witness on the part of this Respondent but this Respondent by his Asignee does not Admit that in deposing to the fourth Interrogatory he the said Kistna Row did depose Nearly to the Same effect as the said Tennavelly Ramalinga Moodaliar had deposed when deposing to the said fourth Interrogatory for that he the said Tennavelly Ramalinga Moodaliar to the said fourth Interrogatory does depose to an intimacy with the character and manner of the hand writing of Tetarapah Moodaliar and to a Knowledge of his Seal and that he had Received Letters from him whereas the said Kistna Row does say that he is unacquainted with the Malabar

Filed in my office the 12th Sept. 1795
J. Webbe Clk

Malabar Character in which Language the said Tectarapah Moodaliar used to write and that he has never received any Letters from him but he says that he has seen him the said Tectarapah Moodaliar write and affix his Seals to Deeds and other papers and he therefore Deposes only to the said Seal which he says is the said Tectarapah Moodaliars own Seal And this Respondent by his Assignee Submits to this Honorable Court that the said Kistna Row in Deposing to the last Interrogatory has not as asserted by the Appellant in and by his said Petition of Appeal deposed Nearly Verbatim with the said Ramalinga Moodaliar and that upon reference had to the said two Depositions of the said Kistna Row and the said Ramalinga Moodaliar they will be found to differ Materially not only in words but in manner and form also agreeing in Substance only And this Respondent by his said Assignee humbly submits to this Honorable Court that the last Interrogatory is as he is advised the fairest Interrogatory that can be administered to a Witness and the best calculated to Obtain the truth inso much as that the Witness deposing thereto cannot receive therefrom any manner of aid or Assistance to his memory and therefore cannot depose otherwise than to the facts within his Knowledge as they may Occur to his Recollection whereas all other Interrogatories are special and the

memory

Memory is thereby refreshed as to Circumstances and Events and thereupon this Respondent by his Assignee humbly Submits to this Honorable Court that the aspersions by the Appellant thrown on the Credit of the said Kistna Row because he has deposed fully to the last Interrogatory regarding matters to which others but to which he had not been particularly interrogated Are highly indecent and altogether without foundation and that the appellant is reprehensible On Account thereof and the more particularly as he the Appellant had it in his power as this Respondent is advised on publication passing in the Cause to have taken Exceptions to the deposition of the said Kistna Row and have shewn thereby that the same was inadmissible Evidence upon the ground in his said Petition of Appeal setforth but that not having taken such Exceptions although he has taken Exceptions to the deposition of the said Kistna Row upon other points he the Appellant has no manner of right to introduce them to this Honorable Court And this Respondent by his Assignee thereupon says that he is advised that the same is new Matter contrary to the Course of this Honorable Court and humbly submits that the same ought to be expunged and this Respondent by his Assignee Admits that

Earnest

Earnst William Tallafield Esquire was Examined as a
Witness on the part of this Respondent and that he may
have deposed and that Thomas Chase another Witness Examined on
the part of this Respondent may have deposed to the Matters and
in Substance as by the Appellant the same is Setforth in his
said Petition of Appeal And this Respondent by his Assignee
also admits that woodendy Moodaliar an Vencatachellum two
other Witnesses Examined on the part of this Respondent did
depose in Substance as the same is recited in and by the
Appellants said Petition of Appeal And this Respondent by
his Assignee doth also admit that Sunghoram Pillay was
Examined as a Witness on the part of this Respondent and
that he may amongst other things have deposed as setforth
in the Appellants said Petition of Appeal and this Respondent
by his Assignee humbly Submits to this Honble Court
that the Attempts the appellants hath made to discredit the
Testimony of the said Sunghoram Pillay are totally groundless
for this Respondent by his Assignee says that the said
Sunghoram Pillay has in and by his said deposition
shewn that he has been in the Service of the said
Teetarapah Moodaliar upwards of thirty years from
whence it is to be presumed that he said Sunghoram pillay
was as perfectly well acquainted with the Character and
manner of hand Writing of the said Teetarapah Moodaliar as
with his own and fully as well qualified to depose to the one
as to the other and for the Same Reason he was also competent
to depose to the Seal of the said Teetarapah Moodaliar and
consequently he was Enabled to depose as he has done positively
that the one was the hand writing and that the other was
the Seal of the said Teetarapah Moodaliar And this Respon-
dent further humbly submits to this Honble Court that
where a Witness has only seen a person write and
received Letters from him occasionally it might be expected
in many instances that he could not depose positively and
that he would only speak as to his belief unless the Character
and manner of hand Writing of the person in question
should be so very particular and which is often the case
as to Enable him to go farther And thereupon this Respondent
by his Assignee humbly Submits to this Honble Court the
Credit of the said Sunghoram pillays testimony is not
destroyed by the manner in which he has given his deposition
as the Appellant has asserted but that on the Contrary it
deserves the weight it was intended to give to the Cause
of this Respondent And this Respondent by his Assignee
says that he is advised that this is not the time to take
Exceptions to the Credibility or other defects that might be
Exceptionable for that the only period for such Exceptions
is immediately after publication and before the Cause be
Set

Set down for hearing And this Respondent says that the Appellant did in the said Mayors Court take Exceptions to many of the depositions of Witnesses on the part of this Respondent and amongst others did Except to the Interrogatories administered to the said Sungkarry Pillay and to the Deposition taken thereon and this Respondent says that such Exceptions were not meant nor intended to impeach the Credit of the said Sungkoram pillay for the appellant in his said Exceptions in Shewing his Reasons on which he had founded the same shews that they rest on the Cause and reason in the Second Exceptions setforth and upon reference to the said Second Exception it may appear that the Ground upon which the Same is taken is that the Testimony of Tetarapah Mandaliar could not be received to prove payment of the said Acceptance neither could the Exhibit A / the Letter of the said Tetarapah Mandaliar / as the Appellant submitted be received in Evidence And this Respondent by his Assignee says he is advised that after a party has taken Exceptions he must abide by them for that it is not allowable to alter them Even in the said Mayors Court And this Respondent by his Assignee doth thereupon humbly Submit to this Honble Court that the Appellant has acted irregularly and Contrary to the practice of this Honble Court in attempting to bring forward Exceptions to the Deposition of the said Sungkorum pillay Touching the Credibility thereof as the same appears in and by the Appellants said

Petition

Petition of Appeal and that the same ought to be Expunged as being new matter And this Respondent by his Assignee says as he has already admitted that the Appellant did take Exceptions to several Interrogatories Exhibited on the part of this Respondent and to the depositions of Several Witnesses taken thereon and this Respondent by his Assignee doth also admit that to the said Exceptions he did put in his Answer And this Respondent likewise admits that the said Exceptions and the Answer thereto may have Contained the Several matters and things by the appellants recited in and by his said Petition of Appeal and this Respondent by his Assignee admits that the Depositions given to the Interrogatories exhibited on the part of the Appellant may be in substance as the Appellant has stated them to be in and by his said Petition of appeal And this Respondent by his Assignee admits that upon the pleadings had and the proofs adduced in Support thereof the Cause was set down for hearing and that the same did Accordingly come on to be heard before the said Mayors Court on the Seventeenth Day of July in the present year of Our Lord One thousand Seven hundred and Ninety five when the said Mayors Court was pleased to Over rule the said Exceptions of the appellant and to order and Decree that the Appellant should pay unto this Respondent the full and just Sum of three

hundred

hundred and forty One Pagodas and twenty Seven fanams together with all Interest as then was or should thereafter become due thereon together with all costs of Suit and this Respondent by his Assignee admits that Messrs. aldermen Ross and Mitford might have dissented but this Respondent doth not admit that the Appellant is in any wise aggrieved by the said Order and Decree of the said Mayors Court or that he has any just or equitable cause of appeal therefrom to this Honble Court And to the Appellants first Reason or cause of Appeal this Respondent by his assignee Answering says that the Suit in Question was not in its Commencement nor has it been in its Continuance and subsequent progress in any wise illegal nor is the same founded as the Appellant Expresses it in a shift to elude the charter And this Respondent by his said Assignee says that the said Suit has been prosecuted Solely for the Interest of this Respondents said Assignee and not for any other Interest whatever and this Respondent by his Assignee humbly submits to this Honble Court that the Appellant in Declaring as in and by his said Petition of Appeal he has declared in the words following that the said Manoel Gosman is a mere Instrument to cloak the illegal proceedings of the Complainant in the premises and liable to a prosecution for having committed an

an act of Barretry" has made use of language that is not warranted either by the pleadings on the Evidence Adduced in Support thereof and such as is highly indecent and scandalous And this Respondent by his Assignee says that the reference made by the Appellant to the said Decree of the said Mayors Court in Order to give some colorable pretext for the said indecent and scandalous Language is altogether irrelevant and does not by any Means afford premises from whence a Conclusion can be Drawn that the said Mayors Court at the time they gave their said Decree were apprised that it was not this Respondent Assignee who was to be benefited thereby insomuch as the Appellant has said that the said Mayors Court did Expressly Decree the said Sum of three hundred and forty One Pagodas and twenty seven fanams to be paid to the Complainant Verdarajah Moodaliar "for this Respondent by his said Assignee says that there was no such a person as Verdarajah Moodaliar individually a Complainant in this Cause and further says that the said Decree does not direct specially that the Appellant should pay into the Complainant Verdarajah Moodaliar Suit generally that he the Appellant should pay to the Complainant the said Sum of three hundred and forty one Pagodas and

twenty

Twenty Seven fanams which this Respondent by his Asignee
is as he is advised Regular and Consistent and that whenever
property is Assigned and a Suit is to be commenced there
such Suit cannot be brought otherwise than in the Name
the Asignor by his Asignee and the Asignor is then
considered as the Complainant in the Cause in aid of the
said Asignee who under the Asignment is the only
person interested in the Event of the Cause and the only
person who can release the debt to the Defendant and
thereupon this Respondent says that notwithstanding the
Suggestions of the Appellant to the Contrary it was and
of no consequence whether the said Mayors Court
that the Appellant should pay to the Complainant or
the Complainant by his Asignee And this Respondent
his Asignee says he is Advised that in all Decrees of the
said Mayors Court in Similar Cases the said Mayors Court
have Decreed as in the present instance And this Respondent
by his Asignee humbly submits to this Honble Court that
if the said Mayors Court had Decreed in manner and
form as the Appellant has stated they ought to have done
that the said Monies should be paid to Monsr Gasmon
they would have Departed from the Pleadings in the
Cause and as this Respondent is advised given a Decree
inconsistent therewith and Contrary to the Course of the
Said

Said Mayors Court And this Respondent by his Asignee says
that the said Mayors Court had no kind of reason or fact
to conclude that any shift had been made use of to Evade
the Charter or that any unfair or illegal means had been
pursued in the Cause because in the first place this
Respondent by his Asignee says that the ground of Action
is a Note of hand and that Notes of hand are as he is
advised Asignable under an act of Parliament and
Secondly it is in proof that a full Consideration for the
said Note of Hand was given by this Respondents said
Asignee previous to the Execution of the said Asignment
and therefore and as Notes of hand being negociable
papers do not come within the Charter there was no
necessity for taking the improper Measures by the
Appellant insinuated to have been taken by this Respon
dent by his Asignee And this Respondent by his
Asignee further says Notwithstanding the assertions
of the Appellant to the Contrary that as the Appellant
had in and by his Answer to the Bill of Complaint
of this Respondent by his Asignee Admitted that he
did Execute the Note of hand in question and that the
Balance as stated in the Account Current to the said
Bill of Complaint annexed was just the said Mayors
Court could not have Dismissed the said Bill upon
any

any principle of Equity or Justice —

To the Appellants Second Reason for Appeal this Respondent by his Assignee says that the appellant has by his own shewing in and by his said answer to the Bill of Complaint of this Respondent by his Assignee rendered Nugatory the Exceptions by him taken to the Interrogatories Exhibited to the Witnesses Examined on the part of this Respondent and to the Depositions taken thereon for this Respondent by his Assignee says that the Appellant in and by his said Answer has shewn that he had not at any time resorted for payment of the Bill of Exchange in his said Answer mentioned either to the Drawer or to the Acceptor thereof but had invariably considered this Respondent as the person Accountable for the same and in consequence thereof had by a Variety of unjustifiable practices harrassed and Vexed this Respondent in the premises as may appear by the Exhibits in the cause on the part of this Respondent and Deposed to by Evan William Fallowfield Esquire and Thomas Chase and the Appellant in and by his said Answer pretending that there was a balance still Remaining due on the said Bill of Exchange did set off the same against the Amount due upon the said Note of hand upon which the present Suit was Commenced And therefore and for further

further reasons by this Respondent by his Assignee urged in his said Answer to the said Exceptions the said Mayors Court did think fit to Order rule the said Exceptions and this Respondent by his Assignee says that as the Appellant has not appealled specially from the said order of the said Mayors Court touching the Dismission of the said Exceptions as having been aggrieved thereby the Appellant ought not to have stated the said Order of the said Mayors Court as a Reason for Appealing to this Honble Court from the said Decree of the said Mayors Court and therefore and as the Appellant has not in and by the prayer to his said Petition of Appeal prayed that the said Order might be reversed and that his said Exceptions might be held sufficient this Respondent doth humbly submit to this Honble Court that the Appellants said Second Reason for appeal is altogether foreign and irrelevant and ought to be Expunged from the Record —

To the Appellants third Reason for appeal this respondent by his said Assignee says that the pretended set off made by the Appellant in and by his said Answer was inadmissible and not within the Statute regarding Mutual debts for this Respondent says that the foundation of the Action by this Respondent by his Assignee brought against the

Defendant

Defendant was a Note of hand and the same being a negotiable
paper was liable to be put into circulation the moment the same
was granted and this Respondent having Assigned the same
for a Valuable consideration to his said Assignee the appellant
had no right to make any set off against the said note of
hand but this Respondent by his Assignee says that
admitting that the case were otherwise and that the
Appellant had a right to make any set off to the said note
of hand yet this Respondent humbly submits to this Honble
Court that he this Respondent has fully proved by the best
Evidence that the Bill of Exchange out of which the pretended
set off is said to have arisen has been fully paid off and
Discharged and further says that if he had not produced
a Single witness in Support of his Cause the depositions
of the Witnesses produced by the Appellant would have
been sufficient to Shew the injustice of his the appellants
conduct in the premises and that in order to give the
Requisite force to his said Answer he had Examined persons
who were ignorant of the matters in question but who were
ready to Depose any thing that might tend to promote
his the appellants unjust intentions for this Respondent
by his Assignee says that Savena Ranganadaraw a Witness
on the part of the Appellant Deposing on the said Bill of
Exchange

Exchange for two thousand Six hundred and forty three
Pagodas says that on its being returned from Tinnevelly
he the Witness Demanded payment from this Appliant
of the balance due thereon which he further says Amounted
to the Sum of Nine hundred and Eight Pagodas and five
Annas and one half an Accuracy which this Respondent
presumes was Meant to Shew his the Witnesses great
intimacy with the transactions Regarding the said
Bill of Exchange and his competency to Speak particularly
and positively thereto but this Respondent by his
Assignee says that the said Savena Ranganada Raw
is contradicted by Veeraran Dava another Witness
produced on the part of the Appellant who speaking
in the same minute manner says that the balance
due was Nine hundred and Eight Pagodas a quarter and
one and an half anna And this Respondent says that the
said Savena Ranganada Raw to the last Interrogatory
says that this Respondent is indebted unto the appellant
in the Sum of three thousand Nine hundred and
Sixty three Pagodas for another Bill of Exchange drawn
by Ramalinga Moodaliar upon Setanapah Moodaliar
which this Respondent says is three thousand Nine
hundred and Sixty three Pagodas more than the Appellant
has

Has himself stated to have been Due to him, and hence the
Respondent humbly submits to this Honble Court that it is
Evident that the said Javena Rangaraida Row who is a
Writer in the Service of the Appellant was intent only on
serveng his master by Every means he could devise and to
that end possibly conceived it necessary to shew that the
Respondent stood indebted unto the Appellant not only
in the Sum of Nine hundred and Eight Pagodas and five
Annas and one half but that he was indebted in a much
larger Sum, a Sum that the Appellant would not himself
Swear to — And this Respondent by his Assignee says that
Arnachaloo another Witness on the part of the Appellant
goes beyond the said Javena Rangarada Row and says that
at the time this Respondent promised to pay the Sum of
Nine hundred and Eight Pagodas and five and half
annas he also promised to pay the said Sum of three
thousand Nine hundred and Sixty three Pagodas —
Boosunker a Bram a Witness also produced by the Appellant
says he has looked at the paper Writing produced and
shewn to him at the time of his Examination in the
Malabar Character Marked with the Letters A A
bearing Date the twentieth Day of Mangaly in the
Malabar year answering to the thirty first day of Decembr
One thousand Seven hundred and Ninety two / and
purporting to be a Bill of Exchange Drawn by one Ramalin-
ga Moodaliar upon Dalavay Teetarapah Moodaliar for the
Sum of Two thousand Six hundred and fifty three Prto
Novo Pagodas payable at Eight Days at the bank of
Jaggernaut Saukar at Tinnavelly and further says that he
doth Know of Verdarajah Moodaliar having become bound
by a Security Bond for the payment by the said Dalavay
Teetarapah Moodaliar of the Monies for which the said
Bill of Exchange was Drawn And this Respondent by
his Assignee says That from the Combination of
Circumstances brought forward by the said Boosunker
Row and the Exactness with which he speaks positively
to the Dates Sums and every other matter in the said
Bill of Exchange Setforth and to the Bond granted by
this Respondent as Security for the payment thereof
it might be supposed that he spoke of things that
he knew of his own Knowledge but it appears upon
the face of his own Deposition that he is an illiterate
man and that he cannot Even write his own Name
insomuch as that his said Deposition is not signed by the
said Boosunker Row with any other Signature than a
mark — Veeraram Dava another witness who has Deposed
on

On the part of the Appellant Deposing to the last Interrogatory says the Complainant is indebted unto the Defendant in the whole Amount of another Bill of Exchange Drawn by the said Ramaling a Moodaliar upon the said Dalavoy Telaplah Moodaliar for the Sum of three thousand Nine hundred and Sixty three Porto nove Pagodas from which positive Deposition of the said Veneram Dava who is the appellants Gomastha it cannot but be concluded that he must have been present when the pretended Transaction regarding the said Bill of Exchange took place between the appellant and this Respondent and saw the Engagement Entered into by this Respondent whereby he made himself accountable for the payment of the said Bill of Exchange but upon Reference to the Deposition of the said Veneram Dava given upon the first Interrogatary he shews that so far from being present at any such period or periods; or that he had any Knowledge of any such pretended transaction he does not Even Know this Respondent And this Respondent by his Assignee says that the Witnesses produced on his part do give a clear and consistent Testimony and shew that the Conduct of the Appellant in this premises has been unjust And this Respondent by his Assignee in further Answer to the Appellants said

Third

Third Reason for Appeal says that notwithstanding the assertion of the appellant to the contrary he has shewn that the witnesses produced by him this Respondent were legal and admissible and that they were competent and the best that could possibly be produced And this Respondent by his assignee humbly submits to this Honble Court that he has Demonstrated that the Witnesses produced by the Appellant have contradicted themselves and each other and that their testimony is not Deserving of any manner of credits And this Respondent by his Assignee also submits to this Honble Court that he has shewn the Reason why the said Bill of Exchange still remains in the hands of the Appellant and that such possession was not in consequence of any part of the Amount remaing due but Owing to the Exchange of money not having been Settled, and to the impressment of the Drawee of the said Bill of Exchange, and to those points and to the point of the Amount of the said Bill having been paid the Witnesses of this Respondent have given full and correct Testimony

To the Appellants Fourth Reason for appeal this Respondent by his Assignee says as he has herein before said that the grounds of this Respondent

Action

Action is a Promissory Note which is Negociable and Afsignable And this Respondent submits to this Honble Court that it is not in the Nature of things that an Agreement in Writing to pay a Bill of Exchange under certain Provisoes and in the Event that the Drawee does not pay it can be afsigned so as to Enable the Afsignor to Recover thereon And this Respondent further says that the Appellant in and by his said fourth Reason has of himself shewn that the litigation on his part in the present instance is without any manner of foundation for he therein says that he is without remedy to enforce payment of the undertaking of this Respondent as insisted on in his the Appellants Answer by way of set off against the Demand of this Respondent by his Afsignor and this Respondent humbly submits to this Honble Court that if the Appellant could not recover upon the said undertaking by Reason of the impofsibility to prosecute thereon it is not Consistent with Reason that the appellant could make a Set off therefrom and therefore this Respondent by his Afsignee says he is advised that Appellants said fourth Reason for Appeal instead of being of benefit thereto does tend to shew that

That the Same is Groundless

To the Appellants last Reason this Respondent by his Afsignee says that a Note of hand is not like a Bond which is not negociable and is Declared to be not Afsignable in Law, but may be Afsignable in Equity for a Valuable Consideration whereas a Note of Hand is Negociable and afsignable by an Act of Parliament and therefore although the Afsignee of a Bond must take the Bond with the Same Equity that the Original Obligee held it yet that is not the Case with Regard to a Note of Hand And this Respondent by his Afsignee Says that it was not Necefsary to give any proof of the Afsignment because the same is Admitted by the Appellant in his Said Answer, but this Respondent has Notwithstanding proved the Execution of the said Afsignment and the Consideration given on Account thereof

For all which Reasons and Such others as may be Offered at the Hearing this Respondent by his Afsignee most

Most Humbly prays that
the said Decree of the said
Mayors Court may be affirmed
and that the Appellants
Petition of Appeal may be
Dismissed with Cash ——

/Signed/ James Stuart Hall
Solicitor for Respondent

Court

Court of Appeals
at
Madraspatnam } ss

Thursday the 5th day of January
Anno Domini 1797 —

Between Vesovanada Moolaivaradoo
of Madras Inhabitant Executor of Juggera-
nauda Tauker Deceased Appellant and
Madapaukum Venderayah Moodeliar
by his Attorney Manoel Gosman of the
same place Inhabitant Respondent. —

This Cause coming on this day to be heard and
debated before this Court and upon due Consideration
of the Petition of Appeal together with the Decree
of the Honble the Mayors Court given in this Cause
on Friday the 17th day of July Anno Domini 1795
and it appearing to the Court that the matter in dispute
is between two natives and that the Plaintiff in the
said Mayors Court has made use of the name of
Manoel Gosman as his Assignee only for the purpose
of evading the Charter. This Court doth think fit to

Order

Order and Decree and doth Accordingly order and
Decree that the said Decree of the Hustings Mayors
Court given in this Cause on Friday the 17th day
of July Anno Domini 1795 be reversed and that
each party do pay his own Costs in both Courts.—

Fa